

ORIGINAL

HIGHWAY,  
HEAVY RAILROAD AND UTILITY  
CONSTRUCTION  
AGREEMENT

by and between

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

and

OPERATING ENGINEERS  
LOCAL UNION 103

From April 1, 2023  
Through March 31, 2026

**JOHN D. BALLARD**  
*President-Business Manager*

**BRIAN BRAMER**  
*Vice President*

**STEPHEN SCOTT**  
*Recording Corresponding Secretary*

**WADE SPARKS**  
*Financial Secretary*

**JOE HAYDEN**  
*Treasurer*

HIGHWAY, HEAVY RAILROAD  
AND UTILITY CONSTRUCTION

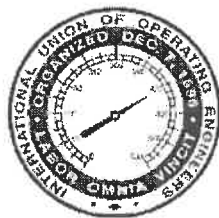
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OPERATING ENGINEERS  
LOCAL UNION 103



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## **SURROUNDING LOCAL UNIONS**

### **LOCAL UNION NO. 150**

2193 West 84th Place  
Merrillville, Indiana 46410  
Phone 219-736-7710

1345 North Side Blvd.,  
South Bend, Indiana 46615  
Phone 574-232-5985

### **LOCAL UNION NO. 181**

6500 Interchange Rd., North  
Evansville, Indiana 47715  
Phone 812-474-1811

### **LOCAL UNION NO. 841**

6501 Dixie Bee Road  
Terre Haute, Indiana 47802  
Phone 812-299-1177

# INTERNATIONAL UNION OF OPERATING ENGINEERS





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**AGREEMENT**  
By and Between

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

and

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL 103**

THIS AGREEMENT is made and entered into by and between Indiana Constructors, Inc. - Labor Relations Division (ICI-LRD) acting as negotiating agent on behalf of Division members specifically authorizing these negotiations, and subject to ratification by a majority of these members who have authorized the Indiana Constructors, Inc. - Labor Relations Division (ICI-LRD) to be their agent in these negotiations, party of the first part, known hereafter as "EMPLOYER", and the Operating Engineers Local Union 103, party of the second part, known hereinafter as the "OPERATING ENGINEERS LOCAL" or "UNION".

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

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

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

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

**2. NON-DISCRIMINATION.** Neither the Employer nor the Union will discriminate against an employee or applicant because of membership or non-membership in a union or any particular Local of a Union or because of race, color, creed, sex, age, religion, veteran's status or disability as defined by the American Disability Act, nor will the Union or Employer cause or attempt to cause the other to do so.

**3. EMPLOYEES COVERED.** This Agreement shall have effect on and cover employees performing work in the area covered by paragraph 4 of this Agreement for the Employer and all job site equipment repairs and maintenance and all other job site work which has been or may be awarded to the International Union of Operating Engineers

and, without limiting the foregoing, all classifications of employees listed in Schedule "A" and any addition or additions thereto during the life of this Agreement. Provided, however, that this Agreement does not cover warranty and specialized mechanics who are not employees of the Employer. Such mechanics may perform job site repair or job site maintenance. If such mechanics require assistance, the assistance shall be by an employee covered by this Agreement.

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

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

No Supervisor shall be allowed to operate, repair, or maintain any mechanical equipment when such operation takes the job of an employee covered by this Agreement.

When there are five (5) or less Engineers on a crew, an Operating Engineer operating equipment on that crew may act as Foreman. Provided, further, that the parties may by mutual agreement provide that the foregoing limitations are inapplicable due to project circumstances.

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

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

**4. AREA COVERED.** This Agreement shall cover and apply to the territorial jurisdiction in Indiana of Local Union 103 as follows:

Adams	Hamilton	Rush
Allen	Hancock	Shelby
Benton	Henry	Steuben
Blackford	Howard	Tippecanoe
Carroll	Huntington	Tipton
Cass	Jay	Union
Clinton	Johnson	Wabash
Dekalb	Madison	Wayne
Delaware	Marion	Wells
Fayette	Miami	White

Grant

Randolph

Whitley

Utility work shall apply to work classifications and operations incidental thereto as are generally accepted as underground utilities and housing construction such as:

The construction, alteration and repair of all sewers, water lines, gas lines, and underground utilities except such as are incidental to street and highway projects and building construction projects. This Agreement shall also cover all excavating and grading in connection with housing projects, residential work, sewers, water lines, gas lines, and underground utilities or other work covered by this Agreement on off site construction.

**5. WORK COVERAGE.** This Agreement shall cover the type of work as outlined in paragraphs 6, 7, and 10 and all job site equipment repairs and maintenance, and other job site work, which has been or may be awarded, to the International Union of Operating Engineers; provided, however, that this Agreement does not cover job site repair or maintenance performed by warranty and specialized mechanics who are not employees of the Employer.

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

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

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

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

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

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

irrigation projects, flood control projects, reclamation projects, reservoirs, dams, dikes, levees, revetments, channels, channel-cut-offs, dredging projects and jetties; including the operation, maintenance, and repair of all land and floating plant equipment, vehicles, and other facilities used in connection with and serving the aforementioned work and services, not including any such work let as a building contract.

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

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

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

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

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

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

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

All differences of opinion, disputes, and grievances, except those covered by paragraphs 12 and 13, are subject to this paragraph 11 and shall be handled and processed as follows: Subject to the exclusions last above set out, there shall be no stoppage of work on account of any difference of opinion or dispute which may arise between the Employer and the Union and/or between an Employee and the Union. With respect to such exclusion, if there is a stoppage of work, it shall not be a violation of this Agreement and the employees stopping work shall not cease to be employees, but shall be entitled to no compensation so long as such work stoppage shall continue.

If a difference of opinion or dispute arises between the parties, such shall be discussed upon the request of the Union Steward within twenty-four (24) hours (Saturdays, Sundays and holidays excluded) of the dispute arising by the Steward on the job and the Employer's supervisor. If no solution is reached at that meeting, the difference of opinion or dispute shall be referred to and considered by a representative of the Employer and the Union within twenty-four (24) hours (Saturdays, Sundays and holidays excluded) after the Steward/Supervisor conference. If this procedure fails of a satisfactory and prompt adjustment of the difference of opinion or dispute, it shall be immediately referred to a Board consisting of two (2) members, one to be appointed by the Employer and one by the Operating Engineer Local involved. If within five (5) working days, (Saturdays, Sundays, and holidays excluded), after such difference of opinion or dispute is so referred to the Board, as so constituted, and they are unable to reach a decision, the Board shall appoint a third (3rd) member. If the Board, as so constituted, is unable to agree upon a third (3rd) member within a reasonable time not to exceed seventy-two (72) hours or at a later date by mutual agreement, after such difference of opinion or dispute is submitted, either the Union or the Employer, or both, shall request the Director of the Federal Mediation and Conciliation Service to appoint an impartial third (3rd) member. The parties shall jointly request the third (3rd) member when he is appointed that the matter be expedited as rapidly as possible for hearing. The decision of the Board shall be in writing signed by a majority of the Board and delivered to the Employer and the Union and shall be final and binding upon all parties concerned in the dispute. The aforesaid Board shall be permanent, but its individual members may be changed at any time by their respective organizations. The members of the Board may receive such pay for their services as their respective organizations see fit to allow. Nothing herein contained shall prevent an employee from presenting his individual grievance as provided for and guaranteed by the Labor Management Relations Act of 1947.

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

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

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

Paragraphs 12 and 13 shall be inoperative if the amount of wages and/or fringe benefits is bonafidely disputed. In such instance, the Employer shall then pay the wages and/or fringe benefits admitted to be due and the balance shall be settled by the arbitration procedure as provided herein.

**14. BONDING.** Every Employer who employs members of the Union and agrees to be covered by or maintain the provisions of this Agreement will be required by the Union in the circumstances described herein to give security to insure the payment of all wages, fringe benefits and other monetary obligations accruing under this Agreement. The Employer shall furnish security as prescribed below within fourteen (14) days after notice from the Union that such is required. The security may be given either in cash or by bond issued by a reputable bonding company. The amount of the security shall be as follows:

1 through 5 men -	\$ 15,000
6 through 10 men -	\$ 25,000
11 through 15 men -	\$ 50,000
16 through 20 men -	\$ 75,000
21 men and over -	\$125,000

The Union may require an Employer to give the security provided herein if at any time: (1) the Employer has been late fifteen (15) days or more in the payment of any of its monetary obligations under this Agreement; or (2) the Employer has been late in the payment of any such obligations two (2) consecutive times during the immediately preceding twelve (12) months; or (3) the Employer has not worked within the Union's geographical jurisdiction under this Agreement during any of the immediately preceding twelve (12) months. If after giving such security the Employer is not late in the payment of its monetary obligations during the next following twelve (12) months, the Employer shall be released from the requirement to give security unless the conditions specified in this paragraph recur.

If a cash security deposit is elected, the Employer will deposit the amount required with an FDIC insured Indiana bank in the name of the Union as trustee for that Employer's employees under this Agreement. The pass book for such account will be turned over to the Union showing a balance equal to the amount required, and a photocopy of the pass book showing the account number and entry will be furnished to Mid Central Operating Engineers Health & Welfare Fund. Any interest accruing thereon shall be the sole property of the Employer.

If a bond is elected as the security deposit, a copy of such bond will be turned over to the Union showing that the Employer as principal and the indemnity company as surety are held and firmly bound unto the Union, in the amount required, as trustee for that Employer's employees under this Agreement.

Each such bond shall contain a provision requiring the surety to notify the Union and each of the fringe benefit funds in the event of cancellation.

Should the Employer fail to furnish such bond or bonds upon demand, the Union shall have the right to withhold its services from the Employer for as long as the failure to furnish such bond or bonds continues, paragraph 11 (the no-strike clause) notwithstanding.

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

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

Any employee discharged under the provisions of paragraph 15 while actively employed shall, before registering in a Referral Office for dispatch under this Agreement, tender to the Union the full initiation or reinstatement fee and current quarterly dues, and the Union shall issue receipt therefor. Upon presentation of such receipt to a Referral Office as evidence of such tender, the employee shall be permitted to register as if he had never been discharged for such non-payment.

The Union agrees to defend, indemnify, and hold harmless the Employer from any and all liability, damages, attorneys' fees, settlements, and all other costs that may attach to it by virtue of this Paragraph 15. In conjunction with the Union's indemnification obligation, in the event a claim of any type is filed against the Employer related to this Paragraph 15, the Employer shall be entitled to select counsel of its own choosing.

**16. HEALTH & WELFARE.** In addition to wages herein set out, the Employer shall pay monthly into a Health & Welfare Fund, known as "Mid Central Operating Engineers Health & Welfare Fund", the hourly amount as set forth in Schedule "A" for each hour worked or paid for, provided such Health & Welfare plan meets all the requirements of State and Federal Laws and Regulations applicable thereto and is tax exempt pursuant to the Internal Revenue Code.

Upon written notice to the Employer sixty (60) days prior to April 1 during the life of this Agreement, the Employer agrees to increase the contributions in the amount specified by the Board of Trustees of said Health & Welfare Fund. The increased contributions to be taken from wage increases due at such time.

The Employer agrees to be bound by terms and provisions of the Agreement and Declaration of Trust of the Mid Central Operating Engineers Health & Welfare Fund, and

all amendments heretofore or hereafter made thereto, as though the same was fully incorporated herein.

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"). The Employer, the Union, the Employees, and the Health & Welfare Fund Plan Administrator shall cooperate so that all parties are in compliance. The Fund shall notify the Employer, the Union, and the Participants of the date the Fund comes under COBRA so that proper notices can be sent to the Plan Administrator after specified date by the Employer. The Plan Administrator shall send notices to the Employer and Employees as may be required by law and regulations.

The Employer irrevocably designates as his representative among the Trustees of said fund, such Trustees as are named in said Agreement and Declaration of Trust as Employer Trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust as that document may be amended from time to time.

In the event Federal, State or Local Government legislates any provision which affects the Health and Welfare provisions of the Highway, Heavy, Railroad and Utility Construction Agreement, the parties agree that upon request of either party the Agreement shall be reopened for renegotiation of the economics of the Health and Welfare provision. Otherwise all of the other terms of the Agreement shall continue to remain in full force and effect between the parties.

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

**17. PENSION.** For the duration of this Agreement, in addition to the wages herein set out, the Employer shall pay monthly into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers the hourly amount outlined in Schedule "A" for each hour worked or paid for in the preceding month on all employees covered by this Agreement.

Said payments shall be made on the dates, in the manner and form and in accordance with the rules and regulations as adopted by the Trustees of the Central Pension Fund of the International Union of Operating Engineers and Participating Employers.

The Employer agrees to be bound by the Agreement and Declaration of Trust entered into as of September 7, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employers and by any amendments to said Trust Agreement.

The Employer irrevocably designates as his representative among the Trustees of said fund, such Trustees as are named in said Agreement and Declaration of Trust as Employer Trustees, together with their successors selected in the manner provided in



said Agreement and Declaration of Trust as that document may be amended from time to time.

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

**18. APPRENTICESHIP TRAINING.** In order to maintain sufficient skilled mechanics for the industry, and in order to present proper learning opportunities for youth, and in order to effectuate the principles and desires of the negotiating parties created by the foregoing, the negotiators hereby fully subscribe to Local 103 Apprenticeship and Training Fund Agreement and Declaration of Trust, executed October 26, 1976, effective January 1, 1977.

It is agreed that each Employer signatory to this Agreement, or facsimile thereof, will contribute to the Operating Engineers Local 103 Apprenticeship and Training Fund the amount per hour as set forth in Schedule "A" for each hour worked on all employees covered by this Agreement. Employer contributions should be paid by the fifteenth (15<sup>th</sup>) of the month following the month of accrual and failure to pay by the thirtieth (30<sup>th</sup>) of said month shall be considered a violation of this Agreement.

The wages, rates of pay, hours of labor and the other conditions of employment of Registered Apprentices shall be and are governed entirely by the terms and conditions of this Agreement except as modified in this paragraph. The education and training and disciplining of Registered Apprentices as such shall be and are governed by the appropriate Joint Apprenticeship Committee.

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

Whether a Registered Apprentice is a first (1st) through fourth (4th) step Apprentice shall be determined by the Joint Apprenticeship Committee and its decision shall govern such Apprentice's straight time hourly wage rate.

Apprentice may be utilized up to 2000 hours for the purpose of setting grade stakes and checking grade.

**1. Term of Apprenticeship**

The term of apprentice shall be a period of not less than 6000 hours supplemented by the required 432 hours of related technical instruction.

**2. Ratio of Apprentices to Journey workers**

The ratio of apprentices of journey workers is established in the applicable collective bargaining agreement, or as agreed to by the Local JAC.

This ratio will be defined as no more than one (1) apprentice for every five (5) journey workers.

### **3. Apprentice Wage Schedule**

Apprentices shall be paid a progressively increasing schedule of wages based on a percentage of the current journey worker wage rate as follows, or as per the collective bargaining agreement:

1 -1000 Class D	Step 1	1 -1000 hours	75%
1001 - 2000 Class C	Step 2	1001 - 2000 hours	80%
2001 - 4000 Class B	Step 3	2001 - 4000 hours	85%
4001 - 6000 Class A	Step 4	4001 - 6000 hours	90%

**19. HIRING.** When the Employer performs work covered by this Agreement, in the area covered by Local Union 103, the following shall apply:

The Employer will obtain all employees used in the performance of such work through the Referral Offices of the Union in accordance with the nondiscriminatory provisions governing the operation of the Union's Referral Offices set out in Addendum No.1 of this Agreement as if set forth in full herein.

The Union recognizes that when it refers an Employee to the Employer it is performing screening, pre-hiring function on behalf of the Employer. The Union agrees to perform such function in good faith and in full compliance with all applicable laws, rules, and regulations. As an example, and not a limitation, the Union shall perform the employer verification and certification functions, and complete any required forms, relating to the Immigration Reform and Control Act of 1986 and rules and regulations promulgated thereunder.

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

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

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

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

In case of injury sustained by an employee in the course of employment and requiring immediate medical attention, the Employer shall provide necessary transportation to the physician's office, clinic or hospital, and to the employee's home, if necessary. If the employee returns to work on the same day, he shall suffer no loss of time, and if sent home or to the hospital, shall be paid for the balance of the day's work period in which the injury was sustained. In no case shall such employee suffer loss of time when required to be absent for treatment up to three (3) hours due to such an injury, and the Employer will continue paying Health & Welfare contributions at a minimum of one hundred (100) hours per month or current minimum requirements. Such payments shall not exceed four (4) months.

Each Operating Engineer shall be required to successfully complete the Ten Hour OSHA Construction Safety and Health Course every three (3) years to maintain their safety awareness and competence.

**22. COMPENSATION INSURANCE.** The Employer shall carry Worker's Compensation Insurance with a company authorized to do business under the applicable State Laws and Regulations, and shall, in addition, pay the tax necessary to secure for all such employees the benefits of the Indiana Unemployment Compensation Insurance Act irrespective of the number of employees employed. Any employee covered by this Agreement shall be considered to have been hired and employed in Indiana. The employment of such person shall be governed by the laws of Indiana.

**23. PRE-JOB CONFERENCE.** Every Employer who is or becomes a party to this Agreement shall notify the Referral Office of the Union prior to the performance of any work properly coming under the jurisdiction of the Operating Engineers on any project within the territorial jurisdiction of the Union, and the Employer shall inform the Union of the nature and classifications of Operating Engineers estimated to be required on the said project. The Employer shall meet with the Business Representative of the Union at a date, time, and place mutually agreeable for the purpose of holding a pre-job conference. If, at a later date, work on said job or project is suspended for any length of time (such as winter months) or night shift is required, an additional job conference may be held, if requested, prior to the resuming of work or starting of night shift. In case of emergency situation the Employer may notify the Union of same, and the Employer and the Union may meet at a later date for the pre-job conference. All pre-job conferences shall be reduced to writing, on the form attached hereto as Exhibit A, and signed by both parties. At such pre-job conference, the Employer shall make arrangements for the referral of employees to the project in accordance with the contractual referral provisions.

**24. RECIPROCAL EMPLOYMENT RIGHTS.** Notwithstanding any other provisions of this Agreement, an employer when beginning a job or project in the area

covered by this Agreement on work to be performed or equipment to be used at the site of construction covered by this Agreement, will obtain his first employee for such job or project (excluding apprentices) under the provisions of the Addendum of this Agreement titled "Hiring". Thereafter, if the Union agrees to permit the Employer to bring in any given additional Employee, such Employee shall be assigned and cleared for a particular project and a particular machine, provided, however, if conditions on job warrant, changes may be made by mutual agreement between Employer and the Representative of Union. Further, the Union recognizes that in appropriate circumstances there is a need to move Key Men from one local jurisdiction to another as recognized by the Agreement of the Locals of the International Union of Operating Engineers, which comprise the North Central States Conference.

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

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

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

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

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

with a paid meal period of one-half ( $\frac{1}{2}$ ) hour between the fourth and fifth hour. The applicable base rate listed in Schedule "A" plus ten percent (10%) shall be the basic straight time rate for all time worked or paid for on the third shift.

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

Under special job conditions the commencement time may be varied by mutual agreement between the Employer and an authorized representative of the Union. Work, which for reasons beyond the control of the Employer, or at the Employer's discretion, cannot be performed on the first or day shift, may be performed as special shift work and the rate of pay shall be in accordance with Schedule "A" plus five percent (5%).

**31. REPORTING TIME.** Employees shall report every work day unless otherwise notified and shall receive two (2) hours pay at the applicable rate for reporting. However, the employee may be required to remain on the job for the two (2) hour period. If he starts 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 he reports for work, is sent home and called back the same day, he shall be paid for the full shift at the applicable rate. When an employee, who regularly operates a particular piece of equipment, is told not to report for work and the Employer subsequently determines to operate the equipment, the employee who was told not to report for work and who regularly operates the particular piece of equipment shall be given first chance to perform the work. If the equipment regularly assigned to an employee is operated by another employee, both employees shall be paid in accordance with the terms of this Agreement.

**32. WAITING PERIOD.** If due to lack of work, for any reason other than inclement weather, an employee is told not to report for work for a period of seven (7) calendar days, he shall be deemed laid off and shall report out of work to his respective referral office. If the employee is told not to report to work due to inclement weather, the waiting period for such employee shall not exceed fourteen (14) calendar days, after which time he shall also be deemed laid off and shall report out of work to his respective referral office.

**33. PREMIUM DAYS.** When an employee is requested to report for work on Saturdays, Sundays or holidays, his time shall be pursuant to the provisions set forth in paragraph 31, except he shall be paid the overtime rate of pay in accordance with paragraph 34.

**34. OVERTIME.** Employees shall be paid one and one-half ( $1\frac{1}{2}$ ) times the established hourly rate for all hours worked in excess of eight (8) hours per day. All time worked or paid for on Saturday shall be paid for at one and one-half ( $1\frac{1}{2}$ ) times the established hourly rate.

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

All overtime shall be paid for by the hour or half hour. Any fractional part of a half hour shall be a half hour. All overtime worked or paid on Saturday, Sunday and holidays shall be paid in accordance with paragraph 31.

**35. HELPER AND APPRENTICE EQUIPMENT COVERAGE.**

(A) All cranes, shovels, draglines, clamshells, and cable backhoes, over one cubic yard capacity (MRC); and hydraulic type backhoes over two and one-half cubic yard capacity (MRC). All Truck Cranes, self-contained remote controlled Hydra-Cranes of over 35 tons, Gradalls, Trenching Machines over twenty-four (24) inches, Locomotives, automated Sub-Graders, Truck mounted Concrete Pumps and Guardrail Drivers (except when equipped with remote control) shall be operated by two (2) employees (covered by this Agreement), i.e., an Operating Engineer and an Assistant to Engineer.

(B) An Assistant to Engineer need not be employed on Cranes or Clamshells when such machines are being used for handling or re-handling processed aggregates. An Assistant to Engineer need not be employed on Truck Cranes, Guardrail Drivers, or Gradalls equipped with remote control unless such machines are over one cubic yard or over 35 ton lifting capacity. An Assistant to Engineer need not be employed on Cranes, Backhoes, Shovels, Draglines and Clamshells, if such machines are rated one cubic yard and under; in the event such machines cannot be rated by the manufacturer by yardage then tonnage shall prevail, with no assistant needed on all aforementioned machines 35 tons and under. An Assistant Engineer need not be employed on rough terrain hydraulic cranes 50 tons and under.

(C) On machines as listed in this paragraph where an Assistant is not required and the operator does not have ample time to service the machine during the regular shift, the operator shall be paid one (1) hour per shift at one and one-half (1½) times the base rate to grease, oil and clean the machine. The operator shall do such preparatory work either prior to the crews regular starting time or immediately after the regular quitting time. Such time is at the discretion of the employer.

(D) On bridge or sewer projects, at the request of the Employer, a pre-job bid meeting with the Union will be held to determine the manning requirements of the above mentioned machines.

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

**37. BREAKDOWNS.** It is agreed that when a machine breaks down and the engineer is not assigned to other work covered by this Agreement, the engineer (and assistant, if any) shall be retained at the regular rate of wages for the completion of the shift and shall assist a mechanic or mechanics, if any, assigned to repair such machine. When repair work on any machine continues for subsequent shifts and assistance is required, the engineer assigned to the machine shall be retained to assist mechanic or mechanics; if said engineer is assigned to operate another machine, and assistance is required, an employee included in the bargaining unit covered by this Agreement shall be employed as a mechanic's helper. Engineers assigned temporarily to another machine during said breakdown period shall be considered assigned for the purpose of additional hours or days of work or until his regularly assigned machine is placed back into operation.

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

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

**40. MINOR EQUIPMENT.** When minor equipment is put in operation on a job or project and an Assistant to the Engineer is employed such employee may operate up to three (3) pieces of minor equipment in addition to his regular machine at the combination rate as set forth in paragraph 42 and Schedule "A". In the event there is not an Assistant to the Engineer employed, and an engineer assigned to other equipment is employed, such engineer may operate one (1) piece of minor equipment at the combination rate as set forth in paragraph 42 and Schedule "A" in addition to his regular machine, providing such equipment is within reasonable distance. If neither Assistant to the Engineer or an engineer assigned to other equipment is employed on the job or project, and any minor equipment is put into operation, an Operating Engineer will be employed to operate said equipment.

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

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

**MINOR EQUIPMENT DEFINITION.** For the purpose of definition in paragraph 40, minor equipment shall be defined as air compressor of less than 210 cubic feet capacity, pump, welding machine, conveyor, generator, mechanical heater, scissor lifts and basket lifts where used for material hoisting.

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

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

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

**43. LONG BOOM PAY.** Employees operating all booms from 149 feet to 199 feet including jib, shall receive one dollar (\$1.00) per hour above the rate. Employees operating booms over 199 feet including jib, shall receive one dollar and fifty cents (\$1.50) per hour above the regular rate.

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

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



**46. PAYDAY.** When payday is established, the employees shall be paid on the job before quitting time of such payday. If the employee has to wait more than fifteen (15) minutes after quitting time to receive his pay, he shall be paid at the overtime rate of pay for such waiting time. If the employee has to travel to the company office after quitting time to receive his pay, he shall be paid two (2) hours of pay at the straight time rate for traveling to such office. If due to inclement weather or other reasons no work is available on payday, the employee shall report between 7:00 A.M. and 10:00 A.M. to receive his pay and get one (1) hour time for picking up his check; provided he has not been previously paid for such pay period. The employee must remain for the one (1) hour reporting time and be available for work unless he is sent home by the Employer or his representative. Employers shall pay, in full, all employees laid off indefinitely or discharged.

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

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

## **SCHEDULE "A"**

Employees employed on the named machines or classifications as set out in this Schedule "A" shall be employed at the rates per hour for wages, health & welfare, and pension as hereinafter shown in Groups I thru IV and the Apprentice Schedule.

### **GROUP I**

Air Compressors in Manifold with throttle valve  
Asphalt Plant Engineer  
Asphalt Transfer Machine (Shuttle Buggy)  
Auto Grade or similar type machine  
Backhoe on Farm Type Tractor 45 H.P. & over.  
Ballast Regulator (R.R.)  
Bituminous Mixer  
Bituminous Paver  
Bituminous Plant Engineer  
Bull Dozer  
Caisson Drilling Machine  
Cherry Picker--15 ton or over  
Chip Spreader  
Concrete Belt Placer (Formless)

Concrete Mixer 21 cu. ft. or over  
 Concrete Pump (Truck Mount)  
 Core Drilling Machine  
 Crane or Derrick with any attachment incl. clamshell, dragline, shovel, backhoe, etc.  
 Curb-Barrier Wall Machine CMI type  
 Dredge Engineer  
 Dredge Operator  
 Drilling Machine on which the drill is an integral part  
 Earth Mover-rubber tired--(paddle wheel, 619, 631.TS-24 or similar type)--(scraper)  
 Earth Mover, rubber tired--tandem (50 cents per hr. add'l. for each bowl)  
 Elevating Grader  
 Excavator  
 Foreman/Operating Engineer  
 Fork Lift (10 ton or over)  
 P.C.C. Formless Paver  
 Gradall  
 Grader  
 Gravel Processing plant (portable)  
 Grooving Machine  
 Operator of Guard Rail Post Driver  
 Haul Units  
 Helicopter crew  
 Highlift Shovel--1-1/2 cu. yd. or over  
 Hoist (2 drums and over)  
 Horizontal Directional Drill  
 Hydraulic Boom Truck  
 Hydro demolition equipment  
 Hydro Vac  
 Keystone (Skimmer Scoop)  
 Loader-Self-propelled (Belt-Chain-Wheel)  
 (Holland or similar type)  
 Locomotive and/or Dinkey Engine  
 Mechanic  
 Milling Machine  
 Mucking Machine  
 Panel Board Concrete Plant (central mix type)  
 Paver--Hetherington  
 Paver Micro Surface  
 Pile Driver--Skid or Crawler  
 Road Paving Mixer  
 Rock Breaking Plant  
 Rock Crushing Plant (Portable)  
 Roller--Asphalt, Waterbound Macadam, Bituminous  
 Macadam, Brick Surface  
 Roller with Dozer Blade  
 Root Rake, Tractor Mounted

Sand Blaster Vacuum  
 Self-propelled Widener  
 Stump Remover, Tractor Mounted  
 Surface Heater & Planer  
 Tandem Push Tractor (50 cents per hr. additional)  
 Tilling Machine or (Roto Grader)  
 Tractor--Boom, Winch or Hoe Head  
 Tractor--Push  
 Tractor with Scoop  
 Tractor Mounted Spreader  
 Tree Mover  
 Trench Box - Power Driven  
 Trench Machine (over 24")  
 Tug Boat Operator  
 Tunnel Shield  
 Vacuum Machine  
 Well Drilling Machine  
 Winch Truck with A Frame

**Effective APRIL 1, 2023**

**GROUP I**

Date	Rate	H&W	Pension	Trng.	ICIAF	SAT	Gross
4/1/23	\$40.55	\$11.10	\$ 9.90	\$.80	\$.13	\$.04	\$62.52
4/1/24	\$43.05	\$11.10	\$10.40	\$.80	\$.13	\$.04	\$65.52
4/1/25	\$45.15	\$11.10	\$10.90	\$.80	\$.13	\$.04	\$68.12

**C.C.O.**

Crane Operators who have attained Crane Certification (C.C.O.) or equivalent where required or if requested by employer

**CRANE OPERATORS CCO (WHEN REQUIRED)**

Date	Rate	H&W	Pension	Trng.	ICIAF	SAT	Gross
4/1/23	\$42.55	\$11.10	\$ 9.90	\$.80	\$.13	\$.04	\$64.52
4/1/24	\$45.05	\$11.10	\$10.40	\$.80	\$.13	\$.04	\$67.52
4/1/25	\$47.15	\$11.10	\$10.90	\$.80	\$.13	\$.04	\$70.12

## GROUP II

Air Compressor with Throttle Valve or Clever Brooks type comb.  
Backfiller  
Backhoe on Farm Type Tractor under 45 H.P.  
Bullfloat  
Cherry Picker under 15 ton  
Chip Spreader (self propelled)  
Concrete Pump  
Concrete Mesh Depressor--Independently operated  
Concrete Spreader-Power Driven  
End Loader under 1-1/2 cu yd.  
Excavating Loader--Portable  
Finishing Machine and Bull Float  
Guniting Machine  
Head Greaser  
Mesh or Steel Placer  
Multiple Tamping Machine (R.R.)  
Power Curing Spraying Machine (Formless)  
P.C.C. Concrete Belt Placer (form type)  
Pull Grader--Power Control  
Refrigerating Machine--Freezing operation  
Ross Carrier  
Sheepfoot Roller (self-propelled)  
Tamper--Multiple Vibrating--Asphalt, Waterbound Macadam, Bituminous Macadam, Brick Surface  
Tinning or Broom Machine (Formless)  
Trench Machine 24" and under  
Tube Float  
Welder

## GROUP II

Date	Rate	H&W	Pension	Trng.	ICIAF	SAT	Gross
4/1/23	\$38.83	\$11.10	\$ 9.90	\$.80	\$.13	\$.04	\$60.80
4/1/24	\$41.33	\$11.10	\$10.40	\$.80	\$.13	\$.04	\$63.80
4/1/25	\$43.43	\$11.10	\$10.90	\$.80	\$.13	\$.04	\$66.40

## GROUP III

Assistant Plant Engineer  
Base Paver (Jersey or similar type machine)  
Concrete Finishing Machine  
Concrete Mixer--less than 21 cu ft.

Curb Machine  
 Farm Tractor-incl. farm tractor with all attachments except backhoe and incl. high lift end loaders of 1 cu. yd. capacity or less  
 Fireman (on boiler)  
 Hoist (one drum)  
 Jacks - Hydraulic Power Driven  
 Operator, 5 pieces of minor equip.  
 Paving Breaker  
 Power Broom Self-propelled  
 Roller (Earth & Sub-base material)  
 Slurry Seal Machine  
 Spike Machine (R.R.)  
 Tamper--Multiple Vibrating--Earth and Sub-base material  
 Throttle Valve  
 Throttle Valve and Fireman combination on horizontal or upright boiler  
 Tractaire with Drill  
 Tractor--50 H.P. or over  
 Well Point System  
 Widener (Apsco or similar type)

### GROUP III

Date	Rate	H&W	Pension	Trng.	ICIAF	SAT	Gross
4/1/23	\$37.91	\$11.10	\$ 9.90	\$.80	\$.13	\$.04	\$59.88
4/1/24	\$40.41	\$11.10	\$10.40	\$.80	\$.13	\$.04	\$62.88
4/1/25	\$42.51	\$11.10	\$10.90	\$.80	\$.13	\$.04	\$65.48

### GROUP IV

Air Compressor  
 Assistant to Engineer  
 Automatic Dry Batch Plant  
 Bituminous Distributor  
 Bituminous Patching Tamper  
 Belt Spreader  
 Broom & Belt Machine  
 Chair Cart (Self-propelled)  
 Coleman Type Screen  
 Conveyor (portable)  
 Deck Hand  
 Digger Post Hole (Power-driven)  
 Fork Lift-under 10 ton  
 Form Grader  
 Form Tamper (Motor-driven)

Generator  
 Greaser Helper  
 Hetherington Driver  
 Hetherington Helper  
 Hydra Seeder  
 Mechanics Helper  
 Mechanical Heater  
 Operator. 1 thru 4 pcs. of minor equip.  
 Outboard or Inboard Motor Boat  
 Power Saw--Concrete (power driven)  
 Pug Mill  
 Pull Broom (Power type)  
 Seaman Tiller  
 Scissor lifts and basket lifts where used  
     for material hoisting  
 Straw Blower or Brush Mulcher  
 Striping Machine, Paint (Motor-driven)  
 Sub-Grader  
 Tractaire  
 Tractor (below 50 H.P.)  
 Truck Crane Oiler-Driver  
 Spreader  
 Water Pump  
 Welding Machine--2 of 300 amps or over

#### **GROUP IV**

Date	Rate	H&W	Pension	Trng.	ICIAF	SAT	Gross
4/1/23	\$36.41	\$11.10	\$ 9.90	\$.80	\$.13	\$.04	\$58.38
4/1/24	\$38.91	\$11.10	\$10.40	\$.80	\$.13	\$.04	\$61.38
4/1/25	\$41.01	\$11.10	\$10.90	\$.80	\$.13	\$.04	\$63.98

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

The rates of pay for Local 103 Apprentices are based on a percentage of Group I wage rates as established in this Collective Bargaining Agreement. The percentage figures are based on the following four (4) steps:

#### **APPRENTICESHIP STANDARDS CHANGE AFTER MAY 1, 2002**

##### **1. Term of Apprenticeship**

The term of apprentice shall be a period of not less than 6000 hours supplemented by the required 432 hours of related technical instruction.

**2. Ratio of Apprentices to Journey workers**

The ratio of apprentices of journey workers is established in the applicable collective bargaining agreement, or as agreed to by the Local JAC.

This ratio will be defined as no more than one (1) apprentice for every five (5) journey workers.

**3. Apprentice Wage Schedule**

Apprentices shall be paid a progressively increasing schedule of wages based on a percentage of the current journey worker wage rate as follows, or as per the collective bargaining agreement:

1 -1000 Class D	Step 1	1- 1000 hours	75%
1001 - 2000 Class C	Step 2	1001 - 2000 hours	80%
2001 - 4000 Class B	Step 3	2001 - 4000 hours	85%
4001 - 6000 Class A	Step 4	4001 - 6000 hours	90%

The rate of pay shall be for the proper period, but at no time more than the classification of the machine being operated in the jurisdiction of Local 103.

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

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

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

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

**50. DEWATERING.** A dewatering system is defined as a combination of one (1) or more pumps of any type, size or motive power, including well point pumps, well pumps, ejector or educator pumps in combination with wells, well points, sump, piping and/or other appurtenances irrespective of motive power to control water by header systems on any and all types of construction work covered by this Agreement. The complete

installation, operating and necessary maintenance work, including all piping, shall be performed by Operating Engineers. On second and third shifts and on Saturdays and Sundays when the regular day shift crew is not working, the manning on a dewatering system will be at the option of the Employer for all automatic dewatering systems pertaining to electric pumps and gas or diesel motor driven pumps which are equipped with automatic safety shut offs.

**51. STEWARDS.** The Union may select an employee on each shift of operation on a job or project to serve as a Job Steward. Where the size of the project makes it appropriate, the Union may appoint additional Job Stewards.

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

(a) The Job Steward shall be limited to and shall not exceed the following duties and activities:

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

Report to his Business Representative all violations of this Agreement.

Report to his Business Representative any employee covered by this Agreement who, during the shift, leaves the job site without giving the Employer and the Job Steward prior notice.

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

It is agreed by the parties that periodic meetings shall take place between the negotiators of this Agreement to discuss any differences in interpretation and enforcement of the Collective Bargaining Agreement. However, it is to be understood that such meetings are not a substitute for the arbitration proceedings specified in paragraph 11 of this Agreement.

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



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

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

**55. INDUSTRY ADVANCEMENT FUND.**

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

(2) The contributions 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 contributions shall be reported on such forms as may be designated by the ICIAF committee.

(3) The activities of ICIAF shall be determined by the ICIAF Committee and shall be financed from the payments herein provided. The Employer expressly ratifies and adopts the ICIAF Policy Statement. The Employer expressly acknowledges the substantial benefits that are rendered to it as a result of ICIAF. By execution of this Agreement, the Employer ratifies all actions taken or to be taken by the ICIAF Committee within the scope of its authority.

(4) The Employer hereby agrees that the designated representative of the Indiana Constructors, Inc. - Labor Relations Division (ICI-LRD), or the ICIAF Committee, shall be permitted, upon request, to audit the payroll records of the Employer to determine compliance with this Article. In the event of an audit, or if a lawsuit is commenced to collect any apparent delinquencies, the Employer agrees to be responsible for, and to pay, all expenses and costs of the audit and/or collection, including reasonable attorney's

fees, incurred by the Indiana Constructors, Inc. - Labor Relations Division (ICI-LRD) and/or ICIAF. It is further understood that such Employer shall be obligated to pay any delinquent contributions to ICIAF with interest charged at the rate then applicable to Internal Revenue Service collection of delinquent and/or unpaid taxes.

(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.

**56. MOST FAVORED NATIONS.** In the event the Union grants to any Employer, orally or in writing, privileges, terms or conditions of employment covered in this Agreement which are more advantageous than those contained in this Agreement, then, on request of the Employer, the Union shall grant the more favorable conditions to the requesting Employer. This right shall not apply, however, to any agreement between the Union and any Employer for the purpose of enabling such Employer to meet competition from non-union contractors on specific construction projects.

**57. SUBSTANCE ABUSE TESTING PROGRAM.**

(A) Each Employer agrees to pay the Substance Abuse Testing Program (ICISAT) the amount per hour as set forth in Schedule "A" for each hour worked or paid for by each employee working under this agreement.

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

**58. EFFECTIVE AND EXPIRATION DATE AND ECONOMIC RE OPENER.** This Agreement shall be in full force and effect from April 1, 2023, if and when ratified by a majority of the members of Indiana Constructors, Inc. - Labor Relations Division (ICI-LRD) who have authorized said organization and its labor committee to bargain with Local Union 103, International Union of Operating Engineers, when ratified by Local Union 103 and when signed by both parties, it will continue in effect for the period next ensuing, expiring as of March 31, 2026. All wages, fringes, terms, and conditions stipulated herein effective April 1, 2023, shall be effective April 1, 2023, and shall continue to prevail until

March 31, 2024, and shall be applicable for all work performed during that period; all wages, fringes, terms, and conditions stipulated herein effective April 1, 2024, shall be effective April 1, 2024, and shall continue to prevail until March 31, 2025, and shall be applicable for all work performed during that period; all wages, fringes, terms, and conditions stipulated herein effective April 1, 2025, shall be effective April 1, 2025, and shall continue to prevail until March 31, 2026, and shall be applicable for all work performed during that period. In case either party to this Agreement wishes to change the Agreement, at least ninety (90) days notice in writing shall be given to the other party prior to the expiration date, which is March 31, 2026. If such notice is given, the parties will meet not less than sixty (60) days prior to the expiration date for the purpose of commencing negotiations for a new agreement. In case no notice is given by either party, this Agreement shall continue in effect year after year until such notice is given at least ninety (90) days prior to any anniversary date, subsequent to the expiration date.

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

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

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

THIS AGREEMENT has been ratified, signed, and sealed as of April 1<sup>st</sup>, 2023 by the following:

**PARTY OF THE FIRST PART, "EMPLOYER"**


American Contracting & Services, Inc.  
Anlaan Corporation  
Bowen Engineering Corporation  
Brooks Construction Co., Inc.  
Calumet Civil Contractors, Inc.  
Crackers Demo, LLC  
Crider & Crider, Inc.  
C-Tech Corporation, Inc.  
James H. Drew Corporation

Kokosing Industrial, Inc.  
LaPorte Construction Co., Inc.  
R.L. McCoy, Inc.  
McCrite Milling & Construction Co.  
Mid-America Milling Co., LLC (MAMCO)  
Midwest Mole, Inc.  
Milestone Contractors, LP.  
Miller Bros. Const., Inc.  
Mt. Carmel Stabilization Group, Inc.

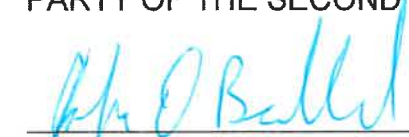
E & B Paving, Inc.  
Earth Images, Inc.  
Feutz Contractors, Inc.  
Fox Contractors Corp.  
Gaunt & Son Asphalt, Inc.  
Gradex, Inc.  
The Great Lakes Construction Co.  
HIS Constructors, Inc.  
Hi-Way Paving, Inc.  
The Hoosier Company, Inc.  
CE Hughes Milling, Inc.  
Insituform Technologies USA, LLC  
Javelina Construction, Inc.

Northern Materials, Inc.  
Pemberton Davis Electric, Inc.  
Phend & Brown, Inc.  
Poindexter Excavating, Inc.  
Pontem Contractors, Inc.  
Rieth-Riley Construction Co., Inc.  
Slusser's Green Thumb, Inc.  
Specialties Company, LLC  
ST Construction, Inc.  
Town & Country Construction, Inc.  
Walsh Construction Company  
Walsh Construction Company II, LLC  
WB Koester Construction, LLC

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

  
Chairman Negotiating Committee  
President

PARTY OF THE SECOND PART, "OPERATING ENGINEERS LOCAL 103"

  
President-Business Manager  
Recording Corresponding Secretary  
Vice President  
Treasurer  
Financial Secretary

## **MECHANIC TRUCK RENTAL**

During the 1990 negotiations between Indiana Constructors, Inc. - Labor Relations Division (ICI-LRD) and Operating Engineers Local Union #103, the Indiana Constructors, Inc. - Labor Relations Division (ICI-LRD) agreed to certain provisions in regard to a truck allowance, which provisions are recorded in this letter.

If by mutual agreement, a mechanic is to use his own equipped mechanic's truck or similar vehicle for the transporting of his own tools, etc., on the job, or from job-to-job, he shall be compensated at not less than one dollar and fifty cents (\$1.50) per hour above his negotiated classification rate, not to exceed three hundred eighty-five dollars (\$385.00) per month, effective May 10, 1993. Compensation to be paid by separate check monthly or upon termination of employment, whichever occurs first, plus all fuel and oil for said vehicle, for job use only. An employee renting a vehicle to an employer shall keep such vehicle in proper and safe working order and shall keep records of the miles driven in service to the Employer. In the event an Employer agrees to rent a vehicle from an employee, the Employer assumes no greater liability for injury caused by the employee to a third party or to the employee himself than would exist had such injury occurred if the employee had been driving a company owned vehicle. An Employer assumes no responsibility for an employee's conduct when employee is driving the rented vehicle for his own personal use. Employee shall be responsible for maintaining adequate insurance, including liability insurance for the vehicle, which insurance shall also name the company as an insured while such vehicle is used on the company's behalf.

An employee shall notify his insurance company of his arrangement with the company for the rental of his vehicle prior to the commencement of the rental arrangement.

## **ADDENDUM HIRING**

The Employer will obtain all employees used in the performance of such work through the Referral Offices of the Union in accordance with the non-discriminatory provisions governing the operation of the Union's Referral Offices set out in the Addendum to this Agreement as if set forth in full herein.

## **NON-DISCRIMINATORY PROVISIONS GOVERNING THE OPERATION OF THE UNION'S REFERRAL OFFICES**

Employees testing positive to the substance abuse testing program shall be prohibited from registering under the referral system and shall not be dispatched to work until they present a negative drug test to the Union. Those testing positive a second time

shall be prohibited from registering under the referral system and shall not be dispatched to work until they present certification of successful completion of a rehabilitation program.

. (a) Hiring Procedures

(1) When an Employer calls a Referral Office for men they shall be dispatched in a non-discriminatory manner as follows:

(2) Satisfactory and competent men will be furnished in accordance with the provisions of this Agreement and the Regulations governing Referral Offices, Sub-section (b) of this Agreement within forty-eight (48) hours of the time they are requested if they are available and in the event they cannot be or are not furnished within such period, the Employer may employ any person, but shall arrange for a dispatch to be obtained for him from a Referral Office of the Union within twenty-four (24) hours of the commencement of such employment and such dispatch shall upon request be issued to the employee.

(3) When an Employer needs key men, there shall be a pre-job conference at which the classifications to be filled by such employees, and the number of employees in each classification and the times of the commencement of their employment or the operational stages of the job or project at which their employment shall commence, shall be determined. Thereafter, upon written request, a named person having been continuously working or registered with the referral office servicing such project and having worked for the requesting employer under this agreement within the last 60 month period may be dispatched, in a classification or classifications agreed to at such pre-job conference. However, if the employee quits, to be qualified the registrant must have been registered for a period of not less than fourteen (14) calendar days at the time of request. Such person, or persons, shall be dispatched without regard to the provisions of the Addendum (b) (4), (5), and (6) of this Agreement and the Employer shall hire such person or persons so dispatched.

(b) Regulations governing Referral Offices.

(1) For the purposes of this Addendum, only the following Referral Offices for referral to Employers for jobs in the area covered by this Agreement shall be recognized:

(A) Referral Office No. 1, located at Indianapolis, Indiana, embracing the Indiana counties of Marion, Hancock, Johnson, Shelby, Rush, Fayette, Union, Wayne, Henry, Hamilton and Madison.

(B) Referral Office No. 2, located at Fort Wayne, Indiana, embracing the Indiana Counties of Steuben, Dekalb, Allen, Adams, Jay, Randolph, Huntington, Whitley, Wells, Blackford, and Delaware.

(C) Referral Office No. 3, located at Kokomo, Indiana, embracing the Indiana Counties of Benton, White, Cass, Miami, Wabash, Carroll, Howard, Tippecanoe, Clinton, Tipton, and Grant.

(2) Each Referral Office shall maintain the following lists on which persons not currently employed in the highway, general building and heavy construction industry may register for referral at any time during which the Referral Office is open:

(A) List 1A for Class 1 persons seeking active employment, i.e., each Operating Engineer who has been employed or available for employment without regard to membership or non-membership in the Union, in the area embraced by the Referral Office in which the person seeking active employment is registering for referral, for a period of twelve (12) or more years, i.e. one hundred forty-four (144) months or more prior to his registering for referral in any one or more classifications set out in Schedule "A" of this Agreement, on the type or kind of craft work of Operating Engineers.

List 1B for Class 1 persons seeking active employment, i.e. each Operating Engineer who has been employed or available for employment without regard to membership or non-membership in the Union, in the area embraced by the Referral Office in which the person seeking active employment is registering for referral, for a period of at least four (4) years, i.e. forty-eight (48) months prior to his registering for referral in any one or more classifications set out in Schedule "A" of this Agreement, on the type or kind of craft work of Operating Engineers, but less than twelve (12) years, i.e., one hundred forty-four (144) months prior to his registering for referral.

(B) List 2A for Class 2 persons seeking active employment, i.e., each Operating Engineer who has been employed or available for employment without regard to membership or non-membership in the Union, in the area embraced by all Referral Offices for a period of twelve (12) or more years, i.e., one hundred forty-four (144) months or more prior to his registering for referral, in any one or more classifications set out in Schedule "A" of this Agreement, on the type or kind of craft work of Operating Engineers.

List 2B for Class 2 persons seeking active employment, i.e., each Operating Engineer who has been employed or available for employment without regard to membership or non-membership in the Union, in the area embraced by all Referral Offices for a period of at least four (4) years, i.e., forty-eight (48) months prior to his registering for referral in any one or more classifications set out in Schedule "A" of this Agreement, on the type or kind of craft work of Operating Engineers, but less than twelve (12) years, i.e., one hundred forty-four (144) months prior to his registering for referral.

(C) List 3 for Class 3 persons seeking active employment, i.e. each Operating Engineer who had been employed or available for employment without regard to membership or non membership in the Union, in the area embraced by the Referral Office in which the person seeking active employment is registering for referral, for a period of less than four (4) years, i.e., forty-eight (48) months, but not less than one (1) year, i.e., twelve (12) months prior to his registering for referral, in any one or more classifications set out in Schedule "A" of this Agreement, on the type or kind of craft work of Operating Engineers.

(D) List 4 for Class 4 persons seeking active employment, i.e., each Operating Engineer who has been employed or available for employment without regard to membership or non-membership in the Union, in the area embraced by all Referral Offices for a period of less than four (4) years, i.e., forty eight (48) months but not less than one (1) year prior to his registering for referral, in any one or more classifications set out in Schedule "A" of this Agreement, on the type or kind of craft work of Operating Engineers.

(E) List 5 for Class 5 persons seeking active employment, i.e., each Operating Engineer who has been employed or available for employment without regard to membership or non-membership in the Union, in the area embraced by all Referral Offices within period of not more than one (1) year, i.e., twelve (12) months prior to his registering for referral, in any one or more classifications set out in Schedule "A" of this Agreement on the type or kind of craft work of Operating Engineers, or a person seeking active employment who has not been employed in the area embraced by all Referral Offices and can meet none of the test set out in sub-paragraph A through D last above set out.

(F) Separate lists shall be kept for Minor Classifications on the same basis as for Operating Engineers.

The Minor Classifications' preference is limited to Minor Classifications and Operating Engineer's preference is limited to Operating Engineers, provided that a Minor Classification with a preference, shall, upon being dispatched as an Operating Engineer and being employed as an Operating Engineer, thereafter have the same preference as he had as a Minor Classification. For the purposes of the Addendum, only the term Minor Classification shall include the following classifications:

Air Compressor (less than 210 cu. ft),  
Pump, Welding Machine, Conveyor,  
Concrete Mixer (under 21 cu. ft), Generator,  
Heater, Power Broom, Scissor lifts and basket lifts  
Where used for material hoisting.  
Helpers, and Oilers.

The foregoing lists shall be maintained on the basis of the written statement of the person seeking active employment.

Applicants for Registered Apprentice and Registered Apprentices shall be referred as instructed by the Joint Apprenticeship Committee.

(G) An employee who while employed or a person registered for referral:

(a) becomes incapacitated by reason of any injury or disease arising out of and in the course of employment on the type or kind of craft work of Operating Engineers shall



for all purposes of this Addendum be considered employed or available for employment for the full period of incapacity, or

(b) becomes incapacitated by reason of any injury or disease not arising out of and in the course of employment on the type or kind of craft work of Operating Engineers shall for all purposes of this Addendum be considered employed or available for employment if a Class 1 or 2 person seeking active employment for the period of incapacity, but in no event for more than four (4) years, and if a Class 3 or 4 person seeking active employment for the period of incapacity, but in no event for more than three (3) years.

(H) No person seeking active employment may register for referral as an Operating Engineer and a Minor Classification at the same time.

(I) Any person, who, while registered for referral in a Referral Office, accepts employment in the highway, general building and heavy construction industry other than under this Agreement shall notify the referral office in which he is registered in writing within forty-eight (48) hours after such acceptance to strike his name from the list or lists on which he is registered. Upon complaint being filed by a Referral Office with the board created under the Arbitration paragraphs of this Agreement that any such person has failed to give the notice required by this sub-paragraph, and if such person has been given notice of such complaint and in opportunity to be heard, the board may deny such person the right to register for referral for a period to be fixed by such board, but which shall not exceed one (1) year.

(J) Any person who ceases to be actively employed by an Employer in order to accept other and different employment by another and different Employer, shall not be subject to recall by such Employer and his active employment by such Employer shall be terminated for all purposes and he shall not be eligible for active employment by any Employer until referred in accordance with this Addendum.

(3) Persons seeking active employment, when registering, shall set forth their name, address and telephone number and classification or classifications of work sought and if in Class 5, their experience therein and may change such classification or classifications at any time before being dispatched.

(4) In dispatching, each Referral Office shall dispatch those on List 1A so long as there are any in the classification called for by the Employer who are registered and available for work and thereafter those on List 1B so long as there are any in the classification called for by the Employer who are registered and available for work and thereafter those on List 2A so long as there are any in the classification called for by the Employer who are registered and available for work and thereafter those on List 2B so long as there are any in the classification called for by the Employer who are registered and available for work and thereafter those on List 3 so long as there are any in the classification called for by the Employer who are registered and available for work and thereafter those on List 4 so long as there are any in the classification called for by the Employer who are registered and available for work.

In the event the request is for employment for five (5) or more working days and in the event there is no registrant in the classification called for on List 1 through 4, or there is no registrant available for work, the Referral Office of which the request is originally made shall contact the Referral Office which is nearest to the job site which office shall proceed as in the paragraph last above set out. In the event such Referral Office has no registrant in such classification or no registrant available for work, the Referral office of which the request is originally made shall contact the remaining Referral Office which office shall proceed as in the paragraph last above set out. Any person dispatched under this paragraph shall be considered as working in the area embracing the Referral Office which issued the dispatch for the duration of this employment.

In the event, after proceeding as set out above, the Referral Office of which the request was originally made is unable to fill the request, such Referral Office shall dispatch those on List 5 so long as there are any in the classification called for by the Employer who are registered and available for work.

(5) Subject sub-sections (8) (A) thru (D) of this Addendum (b), all registrants on Lists 1 thru 4 shall be dispatched on a first in, first out basis, by classifications, and the name of a registrant so dispatched shall be stricken from the list if the job to which the registrant is dispatched last long enough for the dispatched registrant to receive more than a full week's pay at straight time if employed.

(6) All persons on List 5 shall be dispatched in accordance with their experience as shown on List 5, i.e., the most experienced first and those without experience in the order of registration, and when dispatched, their names shall be stricken from the list.

(7) Registration of lists 1 thru 4 shall be valid for 140 days (20 weeks) from the date of registration. Such registration can be renewed between the 130<sup>th</sup> day and the 140<sup>th</sup> day after registration and such renewal shall be valid for an additional 140 days from the re-registration date. A registrant may renew his registration as often as necessary until his name is stricken from the list by reason of dispatch, accepting employment in the highway, general building and heavy construction industry, or failure to renew his registration within the time provided.

Registration on List 5 shall be valid for one (1) calendar month only, and no such registration shall be carried over to the succeeding month. Any person not dispatched during the calendar month in which he registers shall, if he desires, be available for dispatch upon re-registration.

Any registrant of the Referral Office of which a request is originally made who refused two (2) consecutive dispatches for any reason shall have his name placed at the end of the list on which he is registered.

(8) Regardless of anything in these Regulations to the contrary:

(A) Upon written request of any Employer, signed by the senior representative of the Employer on a job or project and delivered to the Referral Office embracing such job or project stating that such Employer desires, on the basis of past satisfactory service for the Employer under the Agreement, within the last sixty (60) month period prior to the written request; however, if the employee quits, to be qualified, the registrant must have been registered for a period of not less than fourteen (14) calendar days at the time of request that a Class 1, Class 2, Class 3, or Class 4 registrant be dispatched in a particular classification to such job or project, provided such Referral Office shall dispatch such registrant in such classification to such job or project, provided such person has been continuously working or registered for the above mentioned sixty (60) month period in such Referral Office and available for work at the time of the receipt of the written request and provided, further that no employee shall be laid off or discharged except for cause to make room for such person.

In the event the named person is not registered or not available for work at the time of the receipt of a written request under this sub-section (8), (A), the Referral Office shall so notify the Employer as soon as possible, and the forty-eight (48) hour period provided in sub-section (a), (2), shall not commence to run until receipt by the Referral Office of either a request for an unnamed registrant by classification or a further request under this sub-section (8) (A) for a named person who is registered and available for work at the time of the receipt of the written request or a request under sub section (8) (B).

For all purposes of this sub-section (8) (A), employment by a joint venture on work for which an Employer party to such joint venture responsible to such joint venture shall be considered employment by such Employer.

(B) Upon written request of an Employer, signed by the senior representative of the Employer on a project and delivered to the Referral Office embracing such job or project stating that such Employer desires an employee in a particular classification who has had either (i) a specified number of months or years (not to exceed, however, twenty-four (24) months or two (2) years) experience on a particular type of equipment or (ii) a specified number of months or years (not to exceed, however, twenty-four (24) months or two (2) years) experience on a particular type of work, or both, the Referral Office shall contact, if available, the persons in that classification registered and available for work in the order in which they would be dispatched under paragraphs (4) and (5) of these Regulations and inquire of the registrant as to his experience under (i) and (ii) and the Referral Office shall dispatch the first such registrant who advised the Referral Office that he has such experience.

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

(C) In the case of two or more pieces of new equipment (that is, types of equipment developed to which present classifications and working rules are not fairly applicable) not

previously used in the area covered by this Agreement, the number of months experience on such new equipment which may be specified in the request shall be six (6) months less than the number of months the two or more pieces of new equipment have been used in the area covered by this Agreement.

(D) When an individual Employer rents or leases equipment, a Class 1 or 2 employee of the lessor operating the equipment may be transferred to the payroll of the lessee, but shall be considered as an employee of the lessor for the purposes of these nondiscriminatory hiring procedures, provided such employee has been dispatched in accordance with these non-discriminatory hiring procedures and shall have been in the employ of the lessor, or a lessee of the lessor, for the five (5) working days next preceding the date of the rental of the equipment, and the Referral Office servicing the job or project on which such equipment is to be used is notified in writing by the lessee, before twelve o'clock noon of the day prior to the first day such equipment is to be used on the job or project, and provided further that such employee's employment by the lessee shall terminate upon the termination of the lease or rental of the equipment or replacement.

(E) When equipment is transferred from one employer to another Employer, the Class 1, 2, 3 or 4 employee actively employed to operate the equipment may be transferred with the equipment provided a referral to the new Employer is obtained from the appropriate Referral Office.

(9) The Employer may reject any registrant dispatched by a Referral Office for employment.

(10) The Union and the Employer and each Referral Office of the Union, in carrying out the provisions of this Agreement with respect to HIRING, under the Addendum of this Agreement, and the registration and dispatch of persons seeking active employment, will not discriminate either in favor of or against such registrants, or persons seeking to register by reason of membership in or non-membership in any Union, race, creed, sex, age, religion, veteran's status, color or national origin, nor shall the carrying out of the provisions of this Agreement with respect to HIRING, under the Addendum of this Agreement, and the registration and dispatch of persons seeking active employment be based on, or in any way effected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies, or requirement. The Employer shall not discriminate either in favor of or against persons seeking active employment or any of them by reason of membership in or non- membership in any Union, race, creed, sex, age, religion, veteran's status, color or national origin, or by reason of acting on behalf of or in opposition to any Union.

(11) Upon being dispatched, the registrant shall proceed to the job at once. When a call is made to a Referral Office for men to report to work on the day of request, a reasonable time shall be allowed for men traveling from the Referral office to job site as agreed by the Referral Office. A registrant who fails to report for work when dispatched on the shift to which dispatched or within the time agreed to if dispatched to work on the day of request without good cause, therefore shall not be eligible for dispatch for seven

days thereafter. When a registrant is requested by Employer to be dispatched on the day of request by Employer to be dispatched on the day of request, and the registrant dispatched does report for work that same day, he shall be paid for his full shift if he reports during the first half of the shift and works the balance of the shift or for the half if he reports during the second half of the shift and works the balance of the shift.

(12) Any Employee or applicant for employment aggrieved by the operation of the registration facilities or Referral Offices of the Union or these Regulations as applied to him has the right to submit his grievance to the Joint Arbitration Board created by the Arbitration paragraphs of this Agreement provided that such submission is made in writing within ten (10) days after the occurrence of the grievance. The Board shall have the full power to adjust the grievance and its decision thereon shall be final and binding upon the employee or applicant for employment and upon all other parties thereto.

Forms for the submission of such grievance shall be available at all times in each Referral Office.

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

Any employee who since August 15, 1960, while employed or registered for employment or prior to August 16, 1960, was employed or available for employment in any one or more classifications set out in Schedule "A" of this Agreement on the type or kind of craft work of Operating Engineers, entered or enters the Military Service of the United States or works for Local Union No. 103 or its International Union as an employee or elected officer shall for all purposes of this Addendum be considered employed or registered for employment in the geographical area covered by this Addendum for the period of such Military Service or work for the Local Union or its International Union.

(14) No person shall lose his Class 1,2,3, or 4 eligibility by reason of his employment by an Employer as a Supervisor, provided however, that when an employee who is actively employed is upgraded by his Employer to a supervisory position, his referral as an employee shall terminate and upon registering for referral shall not be eligible for dispatch by name to any Employer until the thirtieth (30<sup>th</sup>) day after he registers for referral.

(15) The Local Union, as an entity, agrees that it will indemnify and save the Employer harmless against all claims, demands, actions, damages, orders, and decrees for the payment of penalties and back wages, or either of them or other forms of liability whatsoever that may arise out of or by reason of action taken, or the failure to act when

obligated to do so, by the Local Union or its representatives, in connection with the operation of the non-discriminatory provisions covering the operation of the Union's Referral Offices and in which no Employer member of the Employer Association or signatory hereto participates directly or indirectly other than by reason of its membership in the Association or the signing of this Agreement or the use of the Referral Offices in accordance with the nondiscriminatory provisions governing the operation of the Union's Referral Offices, provided that if any Employer or Employer Association is party defendant or respondent in any action, suit or administration proceeding in which the legality of the Addendum or the manner of its operation by the Union or its representatives or agents is involved, the entire defense of such action of suit or administrative proceedings is promptly turned over to the Union and the Employer involved or the Employer Association or both, as the case may be, and all other members of the Employer Association and Employers signatory to this Agreement do not obstruct the Union in the handling of the defense and give no aid or support direct or indirect to the person or persons, party or parties instituting or financing such action, suit, or administrative proceedings.

The provisions of this Agreement last above set out shall be enforceable against the Union only as an entity and only against its assets. No individual members assets shall be liable by reason of any of the provisions of this Agreement last above set out.

(16) These regulations shall be posted on the Bulletin Board in each Union Referral Office and shall be available for the Bulletin Boards of the Employers where notices to employees and applicants for employment are posted.

(17) In order to equally distribute and defray the cost of services rendered by the use of this referral system, all individuals who make use of the referral system shall be required to pay an initial registration fee and another fee for each re-registration thereafter, based upon the individual registrant's pro rata share of the cost of operating the referral system, provided that such fee shall not apply to the following:

Members in good standing of Local 103, 103A, 103B, and 103RA, I.U.O.E., whose pro-rata share of the cost of this referral system is met by their regular dues.

(18) As stated in the Agreement of this Addendum applies to , there shall be no discrimination by the Employer or the Union against any individual because of such individual's race, color, religion, sex, creed, age, veteran's status or national origin. Therefore, any place in this Addendum where reference is made to men, such reference shall be deemed to mean applicant and/or person.

(19) Non-discriminatory Procedure for Apprentice Engineers.

All provisions in this Addendum that applies to the procurement of employees shall apply equally to Apprentice Engineers in all Referral Offices with classifications as set out below:

Apprentices are to be dispatched from Class A first, then B, C, and then Class D.

Class A-	4,001 - 6,000 hours.....	4th step
Class B -	2,001 - 4,000 hours.....	3rd step
Class C-	1,001 - 2,000 hours .....	2nd step
Class D-	1 -1,000 hours.....	1st step

The Apprentices rate of pay is by step, but dispatch is by Class.

### **1. Term of Apprenticeship**

The term of apprentice shall be a period of not less than 6000 hours supplemented by the required 432 hours of related technical instruction.

### **2. Ratio of Apprentices to Journey workers**

The ratio of apprentices of journey workers is established in the applicable collective bargaining agreement, or as agreed to by the Local JAC.

This ratio will be defined as no more than one (1) apprentice for every five (5) journey workers.

### **3. Apprentice Wage Schedule**

Apprentices shall be paid a progressively increasing schedule of wages based on a percentage of the current journey worker wage rate as follows, or as per the collective bargaining agreement:

1 - 1000 Class D	Step 1	1- 1000 hours	75%
1001 - 2000 Class C	Step 2	1001- 2000 hours	80%
2001 - 4000 Class B	Step 3	2001- 4000 hours	85%
4001- 6000 Class A	Step4	4001- 6000 hours	90%

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

The rates of pay for Apprentice Mechanics are based on the percentage of the mechanics base rate.

Only applicants who have been accepted by the Joint Apprenticeship Committee may register on the Apprentice Board.

Each office will be notified of the applicants eligible to register. All newly approved applicants will be in Class D.

As an apprentice is advanced from period to period, each Referral Office will be notified by the Joint Apprenticeship Committee.

The above percentage rate of apprentices are subject to change by the Joint Apprenticeship Committee only.

## EXHIBIT A

### MEMORANDUM OF PRE-JOB CONFERENCE

The undersigned hereby agree that this job is covered by the terms of the current Agreement as executed by the International Union of Operating Engineers, Local 103 and the Employer of any amendment or amendments thereto.

Contractor \_\_\_\_\_ Contractor Rep. \_\_\_\_\_ Date/Time \_\_\_\_\_  
Meeting Place \_\_\_\_\_ Field Supt. \_\_\_\_\_ Start Date \_\_\_\_\_  
Project Type \_\_\_\_\_ Job Location \_\_\_\_\_ Payday Friday End of Shift

Number of Shifts and Start Times \_\_\_\_\_

Health & Welfare, Pension  
and Apprentice Training  
Discussed \_\_\_Yes \_\_\_No

Health & Welfare, Pension  
and Apprentice Training  
Forms to be Mailed \_\_\_Yes\_\_\_No

Health & Welfare, Pension  
and Apprentice Training  
Forms given to Employer  
At Pre-Job Conference  
\_\_\_Yes\_\_\_No

### SUB-CONTRACTORS

Site Work \_\_\_\_\_ Concrete or Pump Truck \_\_\_\_\_ Masonry \_\_\_\_\_

Asphalt/Milling \_\_\_\_\_ Sewer/Storm & Water \_\_\_\_\_ Demolition \_\_\_\_\_

Hydro-Excavating \_\_\_\_\_ Landscaping \_\_\_\_\_ Electrical \_\_\_\_\_

Clearing \_\_\_\_\_ Silt Fence/Erosion Control \_\_\_\_\_ Guardrail \_\_\_\_\_

### EQUIPMENT TO BE USED ON PROJECT

It was agreed as follows:

NO. TYPE OF  
EQUIPMENT

NO. TYPE OF EQUIPMENT

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

		1.
		2.
		3.
		4.
		5.

### REMARKS:

AGREEMENTS: Distribution \_\_\_ Highway\_\_\_ Building\_\_\_ Tunnel\_\_\_

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 103

FIRM NAME

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_



## **MEMORANDUM OF UNDERSTANDING MARKET RECOVERY AGREEMENT**

THIS AGREEMENT is made and entered into by and between INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 103 AND INDIANA CONSTRUCTORS, INC. - LABOR RELATIONS DIVISION (ICI- LRD) for the purpose of making the contractors signatory to this Agreement more competitive in a market that is now beyond the realm of possibility and to create added jobs for the unemployed members of International Union of Operating Engineers Local 103.

(a) On projects with a value of \$200,000. or less, it is agreed the wage rates for work being performed and defined in Groups I, II, & III of Schedule "A" of the Collective Bargaining Agreement titled "Highway, Heavy, Railroad and Utility" and hereinafter referred to as "Master Agreement" negotiated by and between International Union of Operating Engineers Local 103 and Indiana Constructors, Inc. - Labor Relations Division (ICI- LRD) shall be eighty per cent (80%) of the Group I negotiated rate plus 100% fringe benefit package as defined in the Master Agreement. Work being performed and defined in Group IV of the Master Agreement shall remain at the negotiated rate defined in the Master Agreement. Examples of this work are: Small Parking Lots such as fast food restaurants, Churches, Convenience Stores, Tennis Courts, Service Stations, Basketball Courts, Private Drives for homes, Small County Bridges, Patching Chuck Holes, Chip and Seal, etc. This list may be modified by mutual consent of International Union of Operating Engineers, Local 103 and Indiana Constructors, Inc. - Labor Relations Division (ICI- LRD). All other terms and conditions shall be as defined in the Master Agreement.

(b) It is agreed that on Projects with a value of less than \$500,000. (except for projects which require the Employer to pay the Prevailing Wage), the Employer will have the option of scheduling work hours and overtime as follows. The Employer may elect to work four (4) ten (10) hour shifts Monday thru Friday at Schedule "A" negotiated rates, plus Fringe Benefit package as defined in the Master Agreement with one and one half (1½) times being paid for all hours worked over ten (10) hours per day or forty (40) hours per week Monday thru Friday. Reporting Time: Employees shall report every day unless otherwise notified not to report for work and shall receive two (2) hours pay at the applicable rate for reporting. If he starts work he shall be paid five (5) hours. If he works over five (5) hours he shall be paid for ten (10) hours. All other terms and conditions shall be as defined in the Master Agreement.

However on certain projects that exceed the amounts as set out in Paragraphs a and b deemed to be advantageous to combat the Non-Union threat and for Signatory Contractors to secure more projects, the Union has the option to allow the Employer to bid such projects under the terms of Paragraph a or b if it thinks it is in the best interest of Local 103 membership and Employers Signatory to this Agreement.

This Agreement shall not apply to projects already in progress nor to projects having been bid prior to the signing of same.

It is agreed that the Negotiating Committee for the Indiana Constructors, Inc. - Labor Relations Division (ICI-LRD) .and Local Union 103 will meet at least one time a year for discussion and evaluation of this Market Recovery Memorandum.

The Union and the Employer agree the effective date and termination of this memorandum will be the same as set out in Paragraph 57 Effective and Expiration Date and Economic Re-opener in the Master Agreement.


Entered into and signed this 1<sup>st</sup> day of April 2023

For International Union of  
Operating Engineers Local 103

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

  
\_\_\_\_\_  
President-Business Manager

  
\_\_\_\_\_  
Chairman Negotiating Committee

  
\_\_\_\_\_  
Recording Secretary

  
\_\_\_\_\_  
President

**ADDENDUM TO**  
**THE AGREEMENT**  
**BY AND BETWEEN**  
**INDIANA CONSTRUCTORS, INC. -**  
**LABOR RELATIONS DIVISION (ICI-LRD)**  
**AND**  
**OPERATING ENGINEERS LOCAL 103**

**SUBSTANCE ABUSE TESTING PROGRAM**

- I. **POLICY STATEMENT.** All signatory Employers to this Agreement and the Union have a commitment to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all of its employees covered by this Agreement.
- II. **DEFINITIONS.**
  - a. Accident - Any event resulting in injury to a person or property to which an employee contributed as a direct or indirect cause.
  - b. Accredited Laboratory - A laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) for testing of Prohibited Items & Substances.
  - c. Adulteration - To degrade a test sample by substitution or addition of other ingredients in an effort to mask the presence of unauthorized drugs. An adulterated test shall be considered a positive test.
  - d. Annual- Employees are to be tested at least every 12 months. The Indiana Constructors, Inc. Substance Abuse Testing (ICISAT) Program will identify and notify employees when their annual test is due. When an employee exceeds twelve (12) months without a test of any kind (pre-employment, random, etc.) their ICISAT card status will be changed to "expired". Those employees identified by the ICISAT Program as not being tested in the previous 12 months will be instructed to report to an ICISAT approved collection site and provide a urine sample within a time period of three (3) days. The employees card status will be changed back to "valid" if they provide a sample within 3 days, that sample is suitable for testing and the ICISAT test results of their urine sample are negative. Annual test cost will be paid for by the ICISAT Program, provided

ICISAT authorized the test and the test was taken at an ICISAT approved clinic. If the employee is laid-off at the time the annual testing is required and the employee was authorized by the ICISAT to take the test and the employee's test results are negative, the ICISAT Program will pay the laid-off employee twenty-five dollars (\$25) for travel time to the ICISAT designated clinic. It is understood that such testing will occur on the laid-off employee's time.

e. Diluted Sample - Urine samples which the laboratory reports as unacceptable with regards to measured levels of creatinine or specific gravity will be considered diluted samples. The employee shall be required to provide another urine sample for testing.

f. Employees - All individuals who are covered by this Agreement, provided that individuals referred for employment by the Union under the hiring provisions of the Agreement are considered "Applicants" until they are hired and put to work by the Employer.

g. 10-panel test - Describes a laboratory test conducted by a SAMHSA certified laboratory for the presence of one or more of the ten drugs or classes of drugs described under the definition of "Prohibited Items and/or Substances" and listed in Section IV.1.b. of the ICI SAT program. A 10-panel Test may include more or less than 10-panels based on technology available to the SAMHSA; provided however, the drugs or classes of drugs detected will comply with the ICI SAT Program.

h. Incident -An event which has all the attributes of an accident, except that no harm was caused to person or property.

i. "Medical Review Officer (MRO)" - The MRO is a licensed physician who has knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate positive substance abuse test results together with the individual's medical history and any other relevant biomedical information. The MRO is the individual responsible for receiving laboratory results.

j. Not Suitable for Testing -A urine sample that the Medical Review Officer (MRO) determines as not meeting the requirements for a valid test. After consultation with the employee, a retest may be required.

k. Pre-employment test- Participating contractors may require prospective employees to take a test, per paragraph t., to determine if an applicant qualifies per this program for employment.

l. Premises - All construction job sites for which the Employer has responsibility. This includes all job areas, offices, facilities, land, buildings, structures, and all company vehicles used in the performance of covered work.

m. Probable Cause - Probable cause shall be defined as observable abnormal or erratic behavior such as noticeable imbalance, incoherence, and disorientations.

- n. Prohibited Items and/or Substances -Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs), prescription drugs used by one for whom they were not prescribed, drug paraphernalia, in the personal possession of or being used by an employee on the premises. Also, prohibited is alcoholic beverages being consumed by an employee on the premises.
- o. Random Test -An unannounced test pursuant of an objective method for selection. Random test cost will be paid for by the 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	10ng/ml	10 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Amphetamines	500 ng/ml	250 ng/ml
Methamphetamine	500 ng/ml	250 ng/ml
MDMA (Ecstasy)	500 ng/ml	250 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Methadone	300 ng/ml	300 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml
Ethanol (Alcohol)	.04% w/vol.	.04% w/vol.

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

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

working days, the employee, if available, shall be returned to work with back pay subject to the test results.

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

- a. Applicants testing positive for drug use will not be hired.
- b. Employees who refuse to cooperate with testing procedures will be subject to immediate termination. If an individual does not provide a suitable specimen within two-hours (2-hours), it will be considered to be a refusal and treated as a positive test result and the individual will be subject to immediate termination.
- c. Employees found to be in the possession of prohibited items and/or substances will be terminated.
- d. Employees found selling or distributing prohibited items and/or substances will be terminated.
- e. Employees who test above the measured amount of prohibited items and/or substances as provided for in IV.1.b. while on duty, or while operating a company vehicle, will be subject to termination.
- f. First Positive Test Result: The provisions below apply to an employee who is tested pursuant to this policy and who receives a positive test result.
  - 1) Consequence for First Positive Test Result: The employee is subject to immediate termination, upon notice to the Employer by the MRO, of the positive test result.
  - 2) Reinstatement: Employee is not eligible for work 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 a Third and additional Positive Test Results: The employee is subject to immediate termination upon notice to the Employer by the MRO, of the positive test result and he will not be eligible for reinstatement for a period of six (6) months from date of the positive test.
  - 2) Reinstatement: Employee is not eligible for work until he has, at his own expense, been evaluated by an accredited SAP, successfully completed an SAP recommended rehabilitation program and the SAP has written a letter releasing the person to return to work and the ICI SAT program, the Union and Employer have received the results of a 10-panel test, taken at an approved clinic, analyzed by a SAMHSA certified laboratory and the test results must have been reviewed by an MRO and certified as being negative for the prohibited items and/or substances listed in IV.1.b.
  - 3) Sporadic Testing: A reinstated employee, who has previously tested positive three (3) or more times, is subject to unscheduled sporadic testing for two (2) years from the date of reinstatement. Cost of such testing will be paid for by the ICI SAT program.
3. Prescription Drugs - Employees using a prescribed medication, which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all employees, the Employer will consult with the employee to determine if a reassignment of duties is



necessary. If a reassignment is not possible, the employee will be relieved of duties until released as fit for duty by the prescribing physician, at which time the employee shall be reinstated to his former employment status if work for which he is qualified is available at that time.

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

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

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

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

b. All employees shall be subject to random testing

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

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

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

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

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

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

The Employer will permit the employee who is required to take a drug test to obtain a "split sample," and the employee may request the laboratory to send the "split sample" to an accredited laboratory of his choosing at his own expense, as described in IV.2. The test result of the split sample must be released to the Employer within a maximum of five (5) working days. If the split sample test result is negative, the employee may be returned to work on the same job site providing work for which he is qualified is still available. Any employee who successfully challenges the accuracy of a positive test result shall be reimbursed for his cost for the second testing and any time loss from work up to a maximum of five (5) work days. If the split sample tests positive, then the employee shall be subject to immediate termination.

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

#### **VI. IDENTIFICATION CARD.**

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

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

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

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

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

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

**IX. SUBSTANCE ABUSE TESTING PROGRAM.**

- a. Each employer agrees to pay to the Indiana Constructors, Inc. Substance Abuse Testing Program ("ICI SAT") four (\$.04) cents for each hour worked by each employee working under this Agreement. Each Employer who participates in the ICI SAT Program is strongly encouraged to contribute to the Indiana Constructors Industry Advancement Fund (ICIAF). This ICI SAT Substance Abuse Testing Program may be amended with mutual agreement.
- b. The contribution to the ICI SAT Program shall be deposited each month, or at regular intervals as may be determined by the ICI SAT Program, to the depository designated by the ICI SAT Program and such contributions shall be reported on such forms as may be designated by the ICI SAT Program.
- c. The activities shall be determined by the ICI SAT Program and shall be financed from the payments provided for herein. The Employer expressly ratifies and adopts the ICI SAT policy. By execution of this Agreement, the employer ratifies all actions taken by the ICI SAT Program within the scope of its authority.

This Substance Abuse Testing Program has been ratified, signed and sealed as of \_\_\_\_\_, by the Indiana Constructors, Inc. - Labor Relations Division (ICI-LRD)

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This Substance Abuse Testing Program has been ratified, signed and sealed as of \_\_\_\_\_, by the International Union of Operating Engineers, Local 103.

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_

**SUBSTANCE ABUSE TESTING PROGRAM**

**AUTHORIZATION FOR CONSENT TO DRUG AND ALCOHOL ANALYSIS  
AND  
AUTHORIZATION FOR RELEASE OF RESULTS**

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

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

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

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

## **LETTER OF UNDERSTANDING**

LETTER OF UNDERSTANDING FOR THE AGREEMENT by and between  
Indiana Constructors, Inc. - Labor Relations Division (ICI-LRD) and Operating  
Engineers Local 103 concerning the Substance Abuse Testing Program.

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

### **First Positive Test**

Results in immediate termination.

#### **For Reinstatement:**

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

### **Second Positive Test**

Results in immediate termination.

#### **For Reinstatement:**

- Be evaluated by an SAP.
- Complete an SAP-recommended rehabilitation program.
- Secure written release from the SAP to return to work.
- Provide a negative 10-panel test result as interpreted by an MRO.
- Sporadic testing for one (1) year following reinstatement.

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

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

#### **For Reinstatement:**

- Be evaluated by an SAP.
- Complete an SAP-recommended rehabilitation program.
- Secure written release from the SAP to return to work.
- Provide a negative 10-panel test result as interpreted by an MRO.
- Sporadic testing for two (2) years following reinstatement.

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

**LOCAL UNION MEETINGS ARE  
HELD AS FOLLOWS:**

**DISTRICT NO. 1  
6814 East 21<sup>st</sup> Street  
Indianapolis, Indiana  
Fourth (4<sup>th</sup>) Friday Quarterly:  
Date and Time to be announced**

**DISTRICT NO. 2  
2080 Lincolnway Court  
Fort Wayne, Indiana  
Second (2<sup>nd</sup>) Thursday Quarterly:  
Date and Time to be announced**

**DISTRICT NO. 3  
107 N. Buckeye Street  
Kokomo, Indiana  
Third (3<sup>rd</sup>) Tuesday Quarterly:  
Date and Time to be announced**

**GENERAL MEMBERSHIP MEETINGS  
WILL BE HELD IN JANUARY AND  
JULY OF EACH YEAR WITH TIME  
AND PLACET OBE ANNOUNCED**

**INDIANAPOLIS  
(46219)  
6814 East 21<sup>st</sup> Street  
PHONE: 317-353-1308**

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