

ORIGINAL

HEAVY & HIGHWAY AGREEMENT

BETWEEN

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

AND

**INDIANA/KENTUCKY/OHIO REGIONAL
COUNCIL OF CARPENTERS**

FOR

APRIL 1, 2019 MARCH 31, 2024

AGREEMENT

Between

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

And

INDIANA/KENTUCKY/OHIO REGIONAL COUNCIL OF CARPENTERS

AGREEMENT

THIS AGREEMENT is made and entered into by and between the Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD), acting as a 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 hereinafter as the “Employer”, and the Indiana/Kentucky/Ohio Regional Council of Carpenters, party of the second part, known hereinafter as the “Council” or the “Union”.

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**ARTICLE I
COVERAGE**

SECTION 1. WORK COVERED – This Agreement shall cover the following classes of work:

- a) **HIGHWAY CONSTRUCTION** shall include construction, modifications, additions or repairs of roads and streets (including roads and streets in housing projects) and construction incidental thereto; alleys, guard rails, fences, parkways, parking areas (excluding parking lots), airports, bridle paths, grading and/or draining athletic fields to an outlet for the field, highway bridges, pile driving, precast and prestressed concrete beams, segmental concrete beams, grade separations involving highways, light construction sewage and waterworks improvement incidental to street and highway improvements. Airports as used herein shall mean airports and flight strips, grading, drainage, and paving exclusive of building construction.

- b) **HEAVY CONSTRUCTION AND RAILROAD CONTRACTING** shall include the construction or modification, or addition, or repair of railroad construction projects, railroad bridges, grade separations involving a railroad, pile driving, precast and prestressed concrete beams and segmental concrete beams, 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, jetties, all earth moving (including excavation and disposal by contract of over burden and the loading by contract of all material from which the over burden has been removed); including the operation maintenance and repair of all land and floating plant, equipment vehicles, and other facilities used in connection with and serving the aforementioned work and services, not including any work contained in this subsection (b) which is let as a building contract.

SECTION 2. EMPLOYEES COVERED

This Agreement shall have effect on and cover employees on the aforesaid classes of work who are employed by the party of the first part on the site of the work within the jurisdictional area on work which has been awarded to the Indiana/Kentucky/Ohio Regional Council of Carpenters.

**ARTICLE II
RECOGNITION**

The Employer recognizes the Union and its successors as the sole and exclusive bargaining representative for all of its craft employees who are, or during the term of this Agreement, will be engaged in performing construction work on all current and future jobsites within the territorial jurisdiction of the Indiana/Kentucky/Ohio Regional Council of Carpenters per the defined IKORCC – ICI-LRD Agreement Zones.

**ARTICLE III
UNION SECURITY**

All employees covered by this Agreement shall be required as a condition of employment, to become members of the Union eight (8) days following the beginning of their employment or the effective date of this Agreement, or the signing of this Agreement, whichever is the later, provided that:

Membership is available to the employee on the same terms and conditions generally applicable to other members.

However, the preceding language shall not be enforced, in the state of Indiana, while Indiana has a Right-To-Work Statute. Separate and apart from such Statute, the Union's check-off Authorizations shall continue to remain in

effect, unless revoked as provided therein and employees may sign such check-off authorizations in the future to the extent legally permissible.

ARTICLE IV UNIFORMITY

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

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

Nothing in this Article applies to agreements entered into by the Union and any other employer that are more favorable only by force of law.

ARTICLE V NO STRIKE CLAUSE

During the term of this Agreement, there shall be no lockouts by the Employer and no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union or by any Employee. Failure of the Union or Employees to cross any picket line at the Employer’s project site is a violation of this Article.

The Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity which violates this Article and shall undertake all reasonable means to prevent or to terminate any such activity. No Employee shall engage in activity which violates this Article. Any Employee who participates in or encourages any activity which violates this Article shall be subject to disciplinary action, subject to the grievance procedure.

The Union and its principal officers will immediately instruct, order and use its best efforts to cause its members to cease any violation of this Article.

If either party initiates, participates in, or supports a work stoppage, strike, picketing or other disruptive activity in violation of this Article, either party may pursue all legal and administrative remedies and any damages available thereto related to violation of this Article.

**ARTICLE VI
WORKING HOURS AND OVERTIME**

- a) The regular working hours shall consist of eight (8) hours, to be worked between the hours of 6:00 A.M. and 5:30 P.M., unless otherwise mutually agreed upon, with thirty (30) minutes uninterrupted lunch period between the hours of 11:00 A.M. and 1:00 P.M. If the lunch period is worked, time and one-half (1 ½) shall be paid. The regular work week shall consist of five (5) consecutive days beginning Monday at 6:00 A.M. and ending Friday at the close of the regular work day except as provided below. All hours worked before the established starting time or after the established quitting time shall be paid at the rate of one and one-half (1 ½) times the regular rate of wages. In the event any other craft on the project receives two (2) times the regular rate of pay for all work over ten (10) hours in the standard work day, the Carpenters will receive the same. For any regular time lost during the week due to inclement weather or other circumstances beyond the employer's control, employees shall be allowed to work on Saturday on a voluntary basis up to eight (8) hours or not to exceed forty (40) hours per week at the regular straight time wage rate, except where one or more of the other crafts on the project receives overtime at one and one half (1 ½) times the regular rate of pay because Saturday is not a make-up day for the other craft, then the Carpenters will be granted the same. Times listed herein shall be the prevailing time zone at the job site.
- b) An Employer will be entitled to elect overtime on an alternative basis in accordance with this section. An Employer on April 1st, November 1st and on the commencement of a particular job, shall be able to elect for each job, option (1) or (2) of this section and once (1) or (2) is elected, such Employer must pay overtime in accordance with the elected option until the next election date.

Option (1) All hours worked before the established starting time or after the established quitting time shall be paid at the rate of one and one-half (1 ½) times the regular rate of wages. Employees shall be paid one and one-half (1 ½) times the regular rate of wages for all hours worked in excess of eight (8) hours per day and/or all hours worked on Saturday, except that for any regular time lost during the week due to inclement weather, employees shall be allowed to work on Saturday on a voluntary basis up to eight (8) hours or not to exceed forty (40) hours per week at the regular straight-time wage rate, except as provided above.

Option (2) The regular workday shall be a ten (10) hour day and the regular work week shall be four (4) days, Monday through Thursday of each week (although nothing in the Article shall be a guarantee of hours of work per day or per week). Employees shall be paid one and one-half (1 ½) times the established hourly rate for all hours worked in excess of ten (10) in a workday or in excess of forty (40) in any work week. Employees shall be paid one and one-half (1 ½) times the established hourly rate for all hours worked on Friday, except where regular non-overtime hours were lost during the week due to inclement weather or other circumstances beyond the employer's control, in which event employees shall be allowed to work on Friday and Saturday on a voluntary basis up to eight (8) hours at the regular straight-time wage rate. In the event any other craft on the project receives overtime at one and one-half (1 ½) times the regular rate of pay because Friday and Saturday are not make-up days for the other craft, the Carpenters will receive the same. All time worked and paid for on Sundays and holidays shall be paid double the established hourly rate.

- c) Employees shall be paid one and one-half (1 ½) times the regular rate of wages for all hours worked in excess of eight (8) hours per day except as provided for in Option 2, Article VI, Section (b), hereof. Employees shall be paid one and one-half (1 ½) times the regular rate of wage for all hours worked on Saturdays except for inclement weather as provided in Article VI, Section (a).
- d) When shift work becomes necessary, the work week will be defined as seven (7) days Monday through Sunday. Modifications to the work week can be made by mutual agreement. Shift hours and rates will be as follows:

The regular starting time of the first day shall be Monday at 8:00 A.M. The shift will be paid eight (8) hours pay plus fringes for eight (8) hours of work plus one-half (½) hour unpaid lunch period.

The second shift shall start at 4:30 P.M. This shift will be paid eight (8) hours pay plus fringes for seven and one-half (7 ½) hours worked plus one-half (½) hour unpaid lunch period.

The third shift shall start at 12:30 A.M. This shift will be paid eight (8) hours pay plus fringes for seven (7) hours worked plus one-half (½) hour unpaid lunch period.

When an employee works through two (2) consecutive shifts, he shall be paid the appropriate overtime rate for the hours he works until he receives a shift break of a minimum of seven (7) hours prior to commencing work on the employee's normally established shift. If an employee cannot receive a seven (7) hour work break prior to reporting for the normally established shift, then the Employer may instruct the employee to report to work at a time that satisfies the seven (7) hour work break requirement. In these instances, the employee would not be penalized for lost wages due to working an abbreviated shift.

Shifts shall be established and continue for a minimum of three (3) consecutive workdays. The three (3) consecutive day clause may be altered or excluded by mutual consent of the Union and Employer.

If only two (2) shifts are to be worked, the Employer and Union, by mutual consent, may regulate starting times of the two shift operations.

- e) When an employee reports to work but is unable to work due to inclement weather or any other conditions beyond the Employer's control, including but not limited to breakdown in machinery or equipment when being utilized in carpenter work, the employee will receive one hour show-up pay for reporting unless notified in advance by the Employer not to report; otherwise two (2) hours pay shall be allowed for two (2) hours time for reporting to work.

If an employee starts productive work he shall be paid in accordance with the following provisions, except in cases of inclement weather, breakdown in machinery or equipment when being utilized in carpenter work.

When an employee starts to work but is unable to continue due to inclement weather or any other conditions beyond the Employer's control, then the employee will be paid for actual hours worked; in all other circumstances, four (4) hours shall be paid to an employee if he actually starts productive work. If an employee works more than four (4) hours, he shall be paid for eight (8) hours.

- f) The following holidays, together with Sundays, shall be considered as legal holidays and double time shall be paid for all work performed on these days: Labor Day, New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, as these days are established by Federal Statutes. Should any of the herein mentioned holidays fall on Sunday, the following Monday shall be considered the holiday.

**ARTICLE VII
WAGES**

Zone 1A Counties: Jasper, Lake, LaPorte, Newton, Porter and Starke

See Addendum in contract

Zone 1B Counties: Benton, Carroll, Clinton, Pulaski, Tippecanoe, Warren and White
****Vacation Savings \$1.00 per hour, except Pulaski which is \$2.00 per hour**

Effective

| Date | Wage | H & W | Pen. | Annuity | Appr. | UBCTF | ICIAF | SAT | CTLM | BITF | Total |
|--------|-------|-------|------|---------|-------|-------|-------|------|------|------|-------|
| 4/1/19 | 28.29 | 9.19 | 9.00 | 1.88 | 0.53 | 0.10 | 0.13 | 0.08 | 0.02 | 0.02 | 49.24 |
| 4/1/20 | * | * | * | * | * | * | * | * | * | * | 50.79 |
| 4/1/21 | * | * | * | * | * | * | * | * | * | * | 52.39 |
| 4/1/22 | * | * | * | * | * | * | * | * | * | * | 54.04 |
| 4/1/23 | * | * | * | * | * | * | * | * | * | * | 55.69 |

Zone 2A Counties: St. Joseph
****Vacation Savings is not offered in this county**

Effective

| Date | Wage | H & W | Pen. | Annuity | Appr. | UBCTF | ICIAF | SAT | CTLM | BITF | Total |
|--------|-------|-------|-------|---------|-------|-------|-------|------|------|------|-------|
| 4/1/19 | 28.00 | 8.91 | 10.57 | 1.32 | 0.53 | 0.10 | 0.13 | 0.08 | 0.02 | 0.02 | 49.68 |
| 4/1/20 | * | * | * | * | * | * | * | * | * | * | 51.23 |
| 4/1/21 | * | * | * | * | * | * | * | * | * | * | 52.83 |
| 4/1/22 | * | * | * | * | * | * | * | * | * | * | 54.48 |
| 4/1/23 | * | * | * | * | * | * | * | * | * | * | 56.13 |

Zone 2B Counties: Adams, Cass, Elkhart, Fulton, Grant, Howard, Huntington, Kosciusko, Marshall, Miami, Wabash, Wells and Tipton
****Vacation Savings \$1.00 per hour**

Excluding Elkhart, Kosciusko and Marshall – Vacation Savings is not offered in these counties

Effective

| Date | Wage | H & W | Pen. | Annuity | Appr. | UBCTF | ICIAF | SAT | CTLM | BITF | Total |
|--------|-------|-------|-------|---------|-------|-------|-------|------|------|------|-------|
| 4/1/19 | 27.36 | 9.00 | 10.12 | 1.37 | 0.53 | 0.10 | 0.13 | 0.08 | 0.02 | 0.02 | 48.73 |
| 4/1/20 | * | * | * | * | * | * | * | * | * | * | 50.28 |
| 4/1/21 | * | * | * | * | * | * | * | * | * | * | 51.88 |
| 4/1/22 | * | * | * | * | * | * | * | * | * | * | 53.53 |

| | | | | | | | | | | | |
|--------|---|---|---|---|---|---|---|---|---|---|-------|
| 4/1/23 | * | * | * | * | * | * | * | * | * | * | 55.18 |
|--------|---|---|---|---|---|---|---|---|---|---|-------|

Zone 2C Counties: Allen, DeKalb, LaGrange, Noble, Steuben, Whitley
****Vacation Savings is not offered in these counties**

Effective

| Date | Wage | H & W | Pen. | Annuity | Appr. | UBCTF | ICIAF | SAT | CTLM | BITF | Total |
|--------|-------|-------|-------|---------|-------|-------|-------|------|------|------|-------|
| 4/1/19 | 27.04 | 9.02 | 10.11 | 1.53 | 0.53 | 0.10 | 0.13 | 0.08 | 0.02 | 0.02 | 48.58 |
| 4/1/20 | * | * | * | * | * | * | * | * | * | * | 50.13 |
| 4/1/21 | * | * | * | * | * | * | * | * | * | * | 51.73 |
| 4/1/22 | * | * | * | * | * | * | * | * | * | * | 53.38 |
| 4/1/23 | * | * | * | * | * | * | * | * | * | * | 55.03 |

Zone 3A Counties: Hamilton, Hancock, Hendricks, Marion and the following townships in Johnson County:
 Clark, Pleasant, White River and Camp Atterbury, north of Hospital Road.
****Vacation Savings \$1.00 per hour**

Effective

| Date | Wage | H & W | Pen. | Annuity | Appr. | UBCTF | ICIAF | SAT | CTLM | BITF | Total |
|--------|-------|-------|-------|---------|-------|-------|-------|------|------|------|-------|
| 4/1/19 | 28.17 | 9.14 | 10.56 | 1.64 | 0.53 | 0.10 | 0.13 | 0.08 | 0.02 | 0.02 | 50.39 |
| 4/1/20 | * | * | * | * | * | * | * | * | * | * | 51.94 |
| 4/1/21 | * | * | * | * | * | * | * | * | * | * | 53.54 |
| 4/1/22 | * | * | * | * | * | * | * | * | * | * | 55.19 |
| 4/1/23 | * | * | * | * | * | * | * | * | * | * | 56.84 |

Zone 3B Counties: Boone, Clay, Fountain, Monroe, Montgomery, Morgan, Owen, Parke, Putnam,
 Vermillion and Vigo
****Vacation Savings \$1.00 per hour**

Effective

| Date | Wage | H & W | Pen. | Annuity | Appr. | UBCTF | ICIAF | SAT | CTLM | BITF | Total |
|--------|-------|-------|-------|---------|-------|-------|-------|------|------|------|-------|
| 4/1/19 | 27.06 | 9.14 | 10.56 | 1.64 | 0.53 | 0.10 | 0.13 | 0.08 | 0.02 | 0.02 | 49.28 |
| 4/1/20 | * | * | * | * | * | * | * | * | * | * | 50.83 |
| 4/1/21 | * | * | * | * | * | * | * | * | * | * | 52.43 |
| 4/1/22 | * | * | * | * | * | * | * | * | * | * | 54.08 |
| 4/1/23 | * | * | * | * | * | * | * | * | * | * | 55.73 |

Zone 3C Counties: Bartholomew, Brown, Decatur, Franklin, Rush, Shelby, and the following townships in Johnson County: Blue River, Franklin, Hensley, Needham, Nineveh, Union and Camp Atterbury south of Hospital Road
****Vacation Savings \$1.00 per hour**

Effective

| Date | Wage | H & W | Pen. | Annuity | Appr. | UBCTF | ICIAF | SAT | CTLM | BITF | Total |
|--------|-------|-------|-------|---------|-------|-------|-------|------|------|------|-------|
| 4/1/19 | 26.62 | 9.14 | 10.56 | 1.64 | 0.53 | 0.10 | 0.13 | 0.08 | 0.02 | 0.02 | 48.84 |
| 4/1/20 | * | * | * | * | * | * | * | * | * | * | 50.39 |
| 4/1/21 | * | * | * | * | * | * | * | * | * | * | 51.99 |
| 4/1/22 | * | * | * | * | * | * | * | * | * | * | 53.64 |
| 4/1/23 | * | * | * | * | * | * | * | * | * | * | 55.29 |

Zone 3D Counties: Blackford, Delaware, Fayette, Henry, Jay, Madison, Randolph, Union and Wayne
****Vacation Savings \$1.00 per hour**

Effective

| Date | Wage | H & W | Pen. | Annuity | Appr. | UBCTF | ICIAF | SAT | CTLM | BITF | Total |
|--------|-------|-------|-------|---------|-------|-------|-------|------|------|------|-------|
| 4/1/19 | 26.92 | 9.14 | 10.56 | 1.64 | 0.53 | 0.10 | 0.13 | 0.08 | 0.02 | 0.02 | 49.14 |
| 4/1/20 | * | * | * | * | * | * | * | * | * | * | 50.69 |
| 4/1/21 | * | * | * | * | * | * | * | * | * | * | 52.29 |
| 4/1/22 | * | * | * | * | * | * | * | * | * | * | 53.94 |
| 4/1/23 | * | * | * | * | * | * | * | * | * | * | 55.59 |

Zone 4A Counties: Daviess, Gibson, Greene, Knox, Lawrence, Martin, Orange and Sullivan
****Vacation Savings \$1.00 per hour employee optional**

Effective

| Date | Wage | H & W | Pen. | Annuity | Appr. | UBCTF | ICIAF | SAT | CTLM | BITF | Total |
|--------|-------|-------|-------|---------|-------|-------|-------|------|------|------|-------|
| 4/1/19 | 25.30 | 9.24 | 11.33 | 2.27 | 0.53 | 0.10 | 0.13 | 0.08 | 0.02 | 0.02 | 49.02 |
| 4/1/20 | * | * | * | * | * | * | * | * | * | * | 50.57 |
| 4/1/21 | * | * | * | * | * | * | * | * | * | * | 52.17 |
| 4/1/22 | * | * | * | * | * | * | * | * | * | * | 53.82 |
| 4/1/23 | * | * | * | * | * | * | * | * | * | * | 55.47 |

Zone 4B Counties: Crawford, Dubois, Perry, Pike, Posey, Spencer, Vanderburgh and Warrick
****Vacation Savings \$1.00 per hour employee optional**

Effective

| Date | Wage | H & W | Pen. | Annuity | Appr. | UBCTF | ICIAF | SAT | CTLM | BITF | Total |
|------|------|-------|------|---------|-------|-------|-------|-----|------|------|-------|
|------|------|-------|------|---------|-------|-------|-------|-----|------|------|-------|

| | | | | | | | | | | | |
|--------|-------|------|-------|------|------|------|------|------|------|------|-------|
| 4/1/19 | 24.95 | 9.23 | 11.61 | 1.95 | 0.53 | 0.10 | 0.13 | 0.08 | 0.02 | 0.02 | 48.62 |
| 4/1/20 | * | * | * | * | * | * | * | * | * | * | 50.17 |
| 4/1/21 | * | * | * | * | * | * | * | * | * | * | 51.77 |
| 4/1/22 | * | * | * | * | * | * | * | * | * | * | 53.42 |
| 4/1/23 | * | * | * | * | * | * | * | * | * | * | 55.07 |

Zone 4C Counties: Dearborn, Jackson, Jennings, Ohio, Ripley and Switzerland
****Vacation Savings \$1.00 per hour employee optional**

Effective

| Date | Wage | H & W | Pen. | Annuity | Appr. | UBCTF | ICIAF | SAT | CTLM | BITF | Total |
|--------|-------|-------|-------|---------|-------|-------|-------|------|------|------|-------|
| 4/1/19 | 25.45 | 9.23 | 10.91 | 2.15 | 0.53 | 0.10 | 0.13 | 0.08 | 0.02 | 0.02 | 48.62 |
| 4/1/20 | * | * | * | * | * | * | * | * | * | * | 50.17 |
| 4/1/21 | * | * | * | * | * | * | * | * | * | * | 51.77 |
| 4/1/22 | * | * | * | * | * | * | * | * | * | * | 53.42 |
| 4/1/23 | * | * | * | * | * | * | * | * | * | * | 55.07 |

Zone 4D Counties: Clark, Floyd, Harrison, Jefferson, Scott and Washington
****Vacation Savings \$1.00 per hour employee optional**

Effective

| Date | Wage | H & W | Pen. | Annuity | Appr. | UBCTF | ICIAF | SAT | CTLM | BITF | Total |
|--------|-------|-------|-------|---------|-------|-------|-------|------|------|------|-------|
| 4/1/19 | 24.88 | 9.27 | 11.51 | 2.08 | 0.53 | 0.10 | 0.13 | 0.08 | 0.02 | 0.02 | 48.62 |
| 4/1/20 | * | * | * | * | * | * | * | * | * | * | 50.17 |
| 4/1/21 | * | * | * | * | * | * | * | * | * | * | 51.77 |
| 4/1/22 | * | * | * | * | * | * | * | * | * | * | 53.42 |
| 4/1/23 | * | * | * | * | * | * | * | * | * | * | 55.07 |

***THE INCREASES WILL BE FOR WAGES AND FRINGES FOR ALL ZONES, PROVIDED THIRTY (30) DAYS PRIOR NOTICE, BY CERTIFIED MAIL, IS FURNISHED TO INDIANA CONSTRUCTORS, INC. – LABOR RELATIONS DIVISION (ICI-LRD).**

FOREMAN + \$2.00 FOR ALL FOUR ZONES.

AMERICAN WELDING SOCIETY (AWS) CERTIFIED WELDERS – ANY EMPLOYEE WITH CURRENT AWS CERTIFICATION WILL BE PAID TWO DOLLARS (\$2.00) ABOVE JOURNEYMAN RATE FOR EACH HOUR WITHIN A DAYS SHIFT WHEN PERFORMING WELDING SERVICES DURING ANY PART OF THAT SHIFT.

DUES CHECK OFF DEDUCTIONS

The dues check off deduction for all zones is 3.5% of the Gross Wages plus \$0.05 per hour worked (See Article VIII, Section 3).

MARKET RECOVERY FUND (MRF) \$0.50 PER HOUR WORKED (See Article VIII, Section 6).
COMMITTEE ON POLITICAL EDUCATION (COPE) \$0.03 PER HOUR WORKED (See Article VIII, Section 7).
VACATION SAVINGS WHERE INDICATED (See Article VIII, Section 8).

Effective April 1, 2011-All Annuity Fund contributions will be made on hours paid, instead of hours worked. (See Article VIII, Section 11)

**ARTICLE VIII
FRINGE BENEFITS/CHECK-OFF/INDUSTRY ADVANCEMENT FUND/MRF/COPE/VACATION
FUND**

SECTION 1.

On work covered by this Agreement, the Employer shall be obligated to contribute the amounts set forth in Article VII to the applicable funds for each hour worked by employees.

SECTION 2.

Each individual Employer shall pay and transmit to the depository by the parties here to the total fringe benefit package set forth in Article VII, together with applicable dues check-off, and administration costs thereof (Adm.). Said depository shall make proper distribution of these funds as instructed by written agreement authorized by the parties hereto. The contributions shall be postmarked for deposit on or before the 20th of each month, or at such other intervals as may be jointly agreed upon.

SECTION 3.

The Employer will honor individual authorizations for dues check-off in an amount as established by the Indiana/Kentucky/Ohio Regional Council of Carpenters, voluntarily executed by the employee, provided the same conforms to applicable law and provided further that such authorization may be revoked by the employee at the end of one year and at the end of each year thereafter upon written notice to the Employer of the employee's desire to do so. The Indiana/Kentucky/Ohio Regional Council of Carpenters shall maintain a file of such authorizations and shall provide copies of the same to Employer upon request. Dues check-off shall be reported monthly on the same reporting form used to report other fringe benefits.

SECTION 4.

Carpenters International Training Fund: The Employer and the United Brotherhood of Carpenters and Joiners of America (UBCJA) recognize the need for quality safety and health training and related services to enable the UBCJA workers to remain healthy and productive, and to aid the Employer in meeting its own safety and health goals as well as those established by government agencies and construction owners. The Employer and the UBCJA further recognize the need for quality training for apprentices and journeymen to meet the industry's need for skilled craft labor. Therefore, in addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution of ten cents (\$0.10) per hour worked for each employee covered by this Agreement to the UNITED BROTHERHOOD OF CARPENTERS TRAINING FUND (UBCTF). This amount shall be allocated out of the total agreed upon compensation described in Article VII of this Agreement. The Employer hereby agrees to be bound by the Agreements and Declarations of Trust for the UBCTF as they exist and as they may be amended or restated, and to such rules, regulations, and other governing documents adopted pursuant to such Trusts. Upon request, each Employer shall receive a copy of the fund's annual report.

SECTION 5.

- a) 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.
- b) The contribution to ICIAF shall be deposited no later than the twentieth (20th) of the following month for the preceding month, or at such other regular intervals as may be determined by the ICIAF Committee to the depository designated by the ICIAF Committee and such contribution shall be reported on such forms as may be designated by the ICIAF Committee.

- c) 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.

- d) 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.

- e) 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.

SECTION 6.

The purpose of the Indiana/Kentucky/Ohio Regional Council of Carpenters (Council) Market Recovery Fund (MRF) is to use monies designated by our Council for the exclusive purpose of promoting, protecting and expanding the Council’s Heavy and Highway carpentry work. The MRF Program includes, but is not limited to, advertising campaigns, education and monitoring programs, productivity studies and related activities.

The MRF shall be administered exclusively by the Council’s MRF Committee. The committee shall have the authority to engage in all lawful actions and/or activities necessary for operating the MRF.

All requests, whether made by an external source or an internal (Union) source, shall be in writing. The request must specifically identify the activity(ies) for which funding is sought, the goal of the activity(ies), the amount of MRF money requested, the time period in which the money will be spent and the vendor(s)/recipient(s) of the money being requested.

Within forty-five (45) days of the disbursement of the MRF money, the Grantee shall file a signed and notarized report stating how the money was used, and to whom and what amount it was paid. If the entire grant is not spent within the first thirty (30) days of the disbursement, the Grantee shall file and sign monthly notarized statements attesting to the use of such monies during the previous thirty (30) day period.

The parties to this Agreement agree to participate in MRF. Employers further agree to deduct an amount determined by the Union and as permitted by law, per hour worked by employees of each Employer provided that each employee has voluntarily executed and authorized such deduction, and provided this written authorization conforms to applicable law concerning such deduction and assignment. The Indiana/Kentucky/Ohio Regional Council of Carpenters shall maintain a file of such authorizations and shall provide copies of the same to Employers upon request. The program is incorporated by reference herein and part of this Agreement.

SECTION 7.

It is understood and agreed that if any Carpenter or Millwright employee wishes to make a voluntary contribution of three cents (\$0.03) per hour for each hour worked to the Carpenter’s and Millwright’s “Committee on Political Education” (COPE), and authorizes the Employer to make such a deduction on a form complying with applicable

state and federal laws concerning such deduction and assignment, the Employer shall deduct such contributions from the earnings of each employee and transmit them, along with other fringe benefits and deductions, to a central depository as directed by the Union.

SECTION 8.

Established Vacation and Savings Funds throughout Indiana and Kentucky will be deducted at a rate established by the Union for each hour worked by employees covered under this Agreement. Said amount is to be withheld from the earnings of each employee and deposited to such employee's account provided that such employee has authorized the Employer to make such deduction on a form complying with applicable state and federal laws concerning such deduction and assignment.

SECTION 9.

Welfare Plan (H & W): The Employer agrees to pay into a Welfare Fund at the established contribution rate (if any) of the Zone in which it is performing bargaining unit work. Such payments, and the corresponding monthly reporting forms, shall be due/payable and collectable/enforceable in the amounts following the procedures and the collection requirements set forth in this Collective Bargaining Agreement. However, in the event there are no procedures and policies set forth in this Collective Bargaining Agreement or only a partial statement of policies and practices, then, the rules and regulations of the Fund's Trustees shall be binding on the Employer which entity hereby agrees to be bound by the Fund's Trust Agreement. This amount shall be allocated out of the total agreed upon compensation described in Article VII of this Collective Bargaining Agreement.

SECTION 10.

JATC/Training Fund (Appr.): The Employer agrees to pay into a JATC/Training Fund at the established contribution rate (if any) of the Zone in which it is performing bargaining unit work. Such payments, and the corresponding monthly reporting forms, shall be due/payable and collectable/enforceable in the amounts following the procedures and the collection requirements set forth in this Collective Bargaining Agreement. However, in the event there are no procedures and policies set forth in this Collective Bargaining Agreement or only a partial statement of policies and practices, then, the rules and regulations of the Fund's Trustees shall be binding on the Employer which entity hereby agrees to be bound by the Fund's Trust Agreement. This amount shall be allocated out of the total agreed upon compensation described in Article VII of this Collective Bargaining Agreement.

SECTION 11.

Annuity Plan (Annuity): The Employer agrees to pay into an Annuity Fund at the established contribution rate for all bargaining unit work. Established contribution rates will be made on hours worked. Effective April 1, 2011 established contribution rates will be made on hours paid. Such payments and the corresponding monthly reporting forms, shall be due/payable and collectible/enforceable in the determined amounts following the procedures and the collection requirements set forth by the Fund's Trustees. The rules and regulations of the Fund's Trustees shall be binding on the Employer which entity hereby agrees to be bound by the Fund's Trust Agreement. This amount shall be allocated out of the total agreed upon compensation described in Article VII of this Collective Bargaining Agreement.

SECTION 12.

Pension Plan (Pen.): The Employer agrees to pay into a Pension Fund at the established contribution rate (if any) of the Zone in which it is performing bargaining unit work. Such payments, and the corresponding monthly reporting forms, shall be due/payable and collectable/enforceable in the amounts following the procedures and the collection requirements set forth in this Collective Bargaining Agreement. However, in the event there are no procedures and policies set forth in this Collective Bargaining Agreement or only a partial statement of policies and practices, then, the rules and regulations of the Fund's Trustees shall be binding on the Employer which entity

hereby agrees to be bound by the Fund's Trust Agreement. This amount shall be allocated out of the total agreed upon compensation described in Article VII of this Collective Bargaining Agreement.

SECTION 13.

IKORCC Building Industry Marketing Program Trust Fund (BITF): The Employer agrees to contribute an amount designated by Article VII for each hour worked by bargaining unit employees covered under this Agreement, in the same periods as other fringe funds and shall be accounted for on the forms.

SECTION 14.

Carpenters Training and Promotion LMCC, Inc. (CTLM): The Employer agrees to contribute an amount designated by Article VII for each hour worked by bargaining unit employees covered under this Agreement, in the same periods as other fringe funds and shall be accounted for on the forms.

ARTICLE IX FAILURE TO PAY WAGES, FRINGE BENEFITS AND DEDUCTIONS

SECTION 1.

If any Employer upon forty-eight (48) hours written notice, by certified mail, of default to the employee fails to pay wages or fringe benefits due under this contract or fails to remit money deducted from an employee's wages, 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, provided, however, if said payment is disputed in good faith such question shall be settled by arbitration.

SECTION 1.1.

- a) All contributions and deductions due pursuant to this Agreement shall be due on or before the 20th day.
- b) The Collections Policy for delinquent contributions shall be that of the then current Collection Policy for all contributions and deductions owed pursuant to all IN/KY/OH Regional Council of Carpenters' Collective Bargaining Agreements in the state of Indiana
- c) The Payroll Audit Policy for delinquent contributions shall be that of the then current Collection Policy for all contributions and deductions owed pursuant to all IN/KY/OH Regional Council of Carpenters' Collective Bargaining Agreements in the state of Indiana.
- d) When an Employer is delinquent for a period of thirty (30) days, the provision of the Article entitled "NO STOPPAGE OF WORK/GRIEVANCE" is expressly waived by the Employer and the Union will take such measures in removing employees from all jobs of the Employer as may be deemed necessary in enforcing payment of the amount of such delinquency.

SECTION 2.

In the event an Employer signatory to this Agreement has defaulted in the payments of wages or fringe benefits due under this contract, or fails to remit money deducted from an employee's wages, or in the event an Employer is not signatory to this Agreement but signs an "Assent of Participation and Memorandum Agreement" then the Union, in its discretion, may require such Employer to furnish a surety bond or deposit cash in an escrow account to guarantee the payment of wages, fringe benefits and amounts properly deducted from an employee's wages.

a) The amount of the bond or cash escrow account shall be as follows:

| | |
|-------------------|-----------|
| 1 – 5 Employees | \$10,000 |
| 6 – 10 Employees | \$25,000 |
| 11 – 15 Employees | \$60,000 |
| 16 – 20 Employees | \$75,000 |
| 21 – Over | \$125,000 |

b) A bond shall run in favor of the Indiana/Kentucky/Ohio Regional Council of Carpenters who shall have the responsibility of applying any payments to the proper fund or for wages whenever such defaults occur, and the payment of the penal sum or any part thereof shall be a release to the Employer to the extent of such payments.

c) In the event a cash escrow account is created, it shall be created with a financial institution located in the State of Indiana and shall be a non-interest bearing account. The escrow agreement shall provide that in the event the Employer shall fail to pay wages or fringe benefits due under this contract or fail to remit money deducted from an employee's wages the Union shall notify the escrow agent of such default. Upon receipt of such notification the escrow agent shall notify, by certified mail, the Employer that a demand has been made by the Union on the escrow fund and the Employer shall within fifteen (15) days after receipt, notify, by certified mail, the escrow agent whether such claim is contested. If a notice that the claim is contested is not forwarded to the escrow agent then the escrow agent shall pay from the escrow funds the amount of the claim. If a notice that the claim is contested is sent to the escrow agent, the escrow agent shall notify the Union of such contest in which event the claim shall be settled by arbitration. The escrow agent shall act in accordance with the arbitrator's decision.

Whenever an Employer who has created an escrow account has ceased employing carpenters pursuant to this Agreement within the jurisdiction of this Agreement, it shall notify the escrow agent of this fact. Upon receipt of such notice, the escrow agent shall forward to the Union notice that the Employer has ceased employing carpenters pursuant to the Agreement. Within thirty (30) days from receipt of such notice, the Union shall notify the escrow agent of any claim to the escrow funds which notice the escrow agent shall forward to the Employer. If the Union shall fail to notify the escrow agent of such claim as provided for herein, the escrow fund shall be returned to the Employer. If a claim is made by the Union, the Employer shall within fifteen (15) days notify the escrow agent of any contest. If the claim is contested it shall be settled by arbitration. If the claim is not contested it shall be paid by the escrow agent and any remaining funds shall be returned to the Employer.

Cost of the escrow agent shall be paid by the Employer.

d) The terms and conditions set forth in Section 2 may be modified by mutual consent of both parties to this Agreement during its term.

SECTION 3.

In the event the Union makes a claim under Section 2 of this Article, then in that event the provisions of Section 1 shall not be applicable and the Union shall not have the right to strike over this issue.

ARTICLE X EMPLOYMENT REGULATIONS

SECTION 1.

- a) The Indiana/Kentucky/Ohio Regional Council of Carpenters will maintain offices and a convenient type of communication for the purpose of conversing with parties to this Agreement and/or questions not covered by this Agreement, with which the parties hereto may be confronted.
- b) The Employer shall have the right to determine the number of men required for any job operation provided the job is performed in a safe manner, consistent with the terms and conditions in this Agreement, provided, however, that said right shall not be construed to abridge or modify the jurisdiction of the Indiana/Kentucky/Ohio Regional Council of Carpenters over work within its jurisdiction; the Employer shall have the further right to discharge for cause any workman once accepted who may afterwards prove to be unsatisfactory.

The Employer, when feasible and to the extent that qualified personnel are available, will give consideration to the employment of persons residing in the territorial jurisdiction of the Indiana/Kentucky/Ohio Regional Council of Carpenters within which the work is to be performed; provided, however, the Employer shall have the right to employ, in addition to non-resident working foremen, non-resident employees in an amount up to thirty-three and one-third percent (33 1/3 %) of the total number of employees employed on separate crews on separate structures, provided further that the Employer shall always have the right to employ at least one (1) non-resident employee on any given job site in addition to a non-resident working foreman.

A non-resident employee is one defined as follows: He must be from an area outside the territorial jurisdiction of the Indiana/Kentucky/Ohio Regional Council of Carpenters in which the work is to be performed.

All the foregoing is subject to the express condition that in no way shall the Employer discriminate in hiring on the basis of Union membership, nor shall the Union so discriminate or cause the Employer to so discriminate except as permitted by Article III.

- c) A steward shall be appointed on and for any given project from project employees by the Local Union whenever the Union deems it advisable. The Employer shall recognize the steward as such and as a working Employee and he shall be required to perform a day's work. The steward shall be employed at all times when carpentry work is being performed and shall not be discharged without just cause.

If the job requires overtime work, it is understood that the steward will be employed for the period of the overtime work.

- d) All contracts where more than five (5) carpenters are employed shall have a carpenter foreman. The foreman shall be a working foreman, at the discretion of the Employer, and shall receive an established rate above journeyman referenced in Article VII of this Agreement.

ARTICLE XI GENERAL PROVISIONS

- a) The Employer shall pay carpenters weekly and the payment shall be in full for the payroll period. Payment shall be made within six (6) calendar days of the payroll period and may be in cash, or by check or direct deposit as authorized by each employee to a bank of the employee's choice and as mutually agreed upon by the Employer and the Union. Provided, however, if employees covered by this Agreement are discharged for any reason or laid off for an indefinite period, they shall be paid in full for all wages due at the time of discharge or lay off. Proper deduction slips shall accompany any pay for employees.

All employees to be discharged shall be given one (1) hour notice and sufficient time to gather tools and personal belongings before regular quitting time.

- b) This Agreement covers the entire understanding between the parties hereto and no oral or written rules, regulation or understanding not incorporated herein will be of any force or effect upon any party hereto.
- c) The Employer shall at all times provide sanitary drinking water and container, same to be stationed conveniently to all employees. It is further agreed that when the temperature on the job justifies same, the Employer will furnish ice water at the Union's request.
- d) If the Employer and the Union agree that due to job conditions or other circumstances the employee shall leave his tools on the job overnight the employee will give the Employer a verified list of such tools. This list shall be prepared by the steward on a form complying with that attached to this Agreement and marked Exhibit "A" and given to the Employer to check. Under such circumstances the Employer will be responsible in the event of fire or theft of such tools.

The Employer shall furnish a place to eat lunches and change clothes. This place shall be heated in cold weather.

- e) It shall be the responsibility of the Employer to comply with the safety regulations of the State of Indiana. The Employer will provide, at no cost to the employees, Personal Protective Equipment (PPE) as required by OSHA standards.
- f) In order to maintain the safest workplace possible, the Employer and the Union agrees that any Employer may require all bargaining unit employees to obtain and maintain training, as provided by Union Training funds, as a condition of employment.
- g) In the event that any other Employer or Employer group reaches a heavy and highway agreement with the Indiana/Kentucky/Ohio Regional Council of Carpenters covering in any part the same work as this Agreement, that is in the opinion of the Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD) Party hereto in any respect more favorable than this Agreement, then at the option of and said Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD) such more favorable provisions shall become part of this Agreement, as of the effective date of the more favorable provision and which shall be reviewed annually by the parties concerned. The Indiana/Kentucky/Ohio Regional Council of Carpenters shall notify, by certified mail, the Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD) and provide it with a copy of any other labor agreement now or hereafter negotiated with anyone else covering in any part the same work as this Agreement but containing any different terms or conditions.
- h) The Union will notify the Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD) and provide the name and address of any Employer who signs an "Assent of Participation and Memorandum of Agreement" or who otherwise becomes bound to an agreement containing the same terms and conditions as this Agreement.

ARTICLE XII NO STOPPAGE OF WORK/GRIEVANCE

- a) There shall be no stoppage of work on account of any difference of opinion or dispute which may arise between the parties of the first and second part. Notice of the grievance or dispute shall be made to the Employer and Indiana/Kentucky/Ohio Regional Council of Carpenters involved, in writing, by certified mail, within twenty (20) days from occurrence of the alleged violation or dispute. The parties agree that any particular grievance or dispute not called to the attention of the individual Employer and the Indiana/Kentucky/Ohio Regional Council of Carpenters within twenty (20) days after the alleged

violation shall be deemed to have been waived and abandoned by the Employer and Union for all purposes. If the differences of opinion or dispute cannot be adjusted promptly between the steward, representing the party of the second part, and the foreman, representing the party of the first part, such difference of opinion or dispute shall be referred to and considered by a representative of the individual contractor and the Indiana/Kentucky/Ohio Regional Council of Carpenters. 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 "Council". If within forty-eight (48) hours after such difference or dispute is referred to the Board, as so constituted, and they are unable to reach a decision, the Board shall appoint a third (3rd) member within a reasonable time not to exceed twenty-four (24) hours after such difference of opinion or dispute is submitted, the Board, as so constituted, shall request the Director of the Federal Mediation and Conciliation Service to appoint an impartial third (3rd) member. A decision of the Board shall be binding on both parties. 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.

- b) It is agreed that the Indiana/Kentucky/Ohio Regional Council of Carpenters will not authorize nor recognize a work stoppage which arises out of a dispute between other unions or other unions and a third party.

ARTICLE XIII JURISDICTIONAL DISPUTES – OTHER WORK STOPPAGE

Should a jurisdictional dispute arise between the second party and any other union or unions on any work of the first party, such dispute shall be promptly settled by the unions affected. In the event no such settlement can be reached, the contractor who has the responsibility for the performance and installation of such disputed work shall make a specific assignment of the work.

It is agreed that there shall be no stoppage of work on the job while the jurisdictional dispute is pending or being settled, provided no Employer will assign employees to perform work contrary to decisions or agreements of record, or established trade practice. It is further agreed that all jurisdictional disputes shall be referred to the respective International Presidents of the Unions involved for a decision and the parties of this Agreement shall abide by such decisions.

ARTICLE XIV SUBCONTRACTORS

Any contractor who sublets any of his work on any project he has in the territory covered by this Agreement shall sublet same subject to the terms of this Agreement.

ARTICLE XV APPRENTICES

Section 1. Both parties signatory hereto agree to abide by the approved certified standards and rule of the Indiana/Kentucky/Ohio Regional Council of Carpenters Joint Apprenticeship and Training Fund. One (1) apprentice for three (3) journeymen shall be the established ratio unless mutually agreed by both parties. In the event apprentices are not available in the jurisdiction of the local Joint Apprenticeship Committees, both parties agree to cooperate and expend every effort to comply with interpretations of statutory law.

Section 2. A Joint Apprenticeship and Training Committee consisting of Employer representatives and employee representatives shall be selected by the parties to this and other Agreements to formulate standards of Apprenticeship in conformance with the standards of the United Brotherhood of Carpenters and Joiners of America as approved by the Bureau of Apprenticeship and Training, United States Department of Labor. The Apprenticeship Program shall be administered by the Joint Apprenticeship and Training Fund. Any questions concerning the training of apprentices shall be brought before the Joint Apprenticeship and Training Committee and the decision of the Committee shall be final and binding. The JATF shall have full power to act on all matters, financial and otherwise, relative to the Apprenticeship Program, and shall by its rules or decisions make all determinations relative thereto, which determinations shall be final and binding upon all parties or persons affected.

Section 3. Carpenter and Millwright Apprentices of the Joint Apprenticeship Training Program shall be subject to the following wage and benefit rates:

Effective April 1, 2016

| | |
|------------------------------|--|
| 180 day Probationary Period: | 55% of the Journeyman rate, \$0 Annuity, \$0 Pension |
| 1 st Year: | 55% of the Journeyman rate, 55% of Annuity, 50% of Pension |
| 2 nd Year: | 65% of the Journeyman rate, 65% of Annuity, 50% of Pension |
| 3 rd Year: | 75% of the Journeyman rate, 75% of Annuity, 50% of Pension |
| 4 th Year: | 85% of the Journeyman rate, 85% of Annuity, 50% of Pension |

All other contributions remain the same as journeyman.

Section 4. It is the intent of the parties to this Agreement that all Apprentices indentured to the Indiana/Kentucky/Ohio Regional Council of Carpenters Joint Apprenticeship Training Fund shall attend day classes as part of their apprenticeship training. The Joint Apprenticeship and Training Fund may pay each Apprentice while attending school.

ARTICLE XVI SAVING CLAUSE

Any provision 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 hereafter enacted, 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, or 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 shall first occur.

ARTICLE XVII EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1.

The Employer will not discriminate in hiring of employees and will conform to laws with respect to hiring. It is understood that the Employer shall have the right to reject any employee referred for hire.

SECTION 2.

It is a condition of this Agreement, agreed to by both the Union and the Employer to provide equal opportunity in employment for all qualified persons and to prohibit discrimination in employment because of sex, race, creed, color, veteran's status or national origin.

There shall be full compliance with all applicable Federal and State statutes, regulations, rules and orders of appropriate Federal and State agencies having jurisdiction over the subject matter of discrimination in employment.

SECTION 3.

The Union and the Employer shall fully comply with all the requirements contained in Executive Order No. 10915, 11114, 11246 and 11375 and will comply with all rulings promulgated by the Committee on Equal Opportunity. The Union agrees to furnish the Employer at request any statement or data required by Executive Order.

SECTION 4.

The Union shall further cooperate with the Employer to enable him to comply with FHWA Order Interim 7-2(2) dated September 2, 1970.

ARTICLE XVIII MARKET PRESERVATION

The Indiana/Kentucky/Ohio Regional Council of Carpenters Business Manager shall have the authority to make adjustments during the term of this Agreement. Any such adjustments or modifications shall be granted on a project by project basis only.

When adjustments are granted by the Indiana/Kentucky/Ohio Regional Council of Carpenters with Business Manager approval, the following procedure shall be strictly adhered to:

Step 1: Any individual Employer or Employers signatory to this Agreement may request contract adjustments for a specific project. Such a request shall be directed to the Indiana/Kentucky/Ohio Regional Council of Carpenters who shall, as appropriate, grant adjustments and modifications necessary to assure continued work opportunities for employees.

Step 2: Once the Indiana/Kentucky/Ohio Regional Council of Carpenters agrees to contract adjustments the individual Employer(s) requesting adjustment shall be immediately notified. The Indiana/Kentucky/Ohio Regional Council of Carpenters shall also immediately notify the Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD). Notification to the Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD) shall be confirmed in writing as soon as practicable.

Step 3: Any adjustment granted for a specific project shall be available to all signatory Employers interested in the project. It shall, however, be the responsibility of the individual Employers to request information regarding any possible adjustments from the Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD) office.

To insure that all individual Employers have equal access to contract adjustment information, the Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD) shall serve as a clearing house for information regarding contract adjustments. Any wage adjustments granted for a specific project shall be established on a percentage of the base wage rate; fringes contributions shall continue to be paid as otherwise provided in this Agreement.

**ARTICLE XIX
SUBSTANCE ABUSE TESTING**

SECTION 1.

Recognizing that project owners, government regulations, and other external pressures often necessitate substance abuse testing, the parties mutually agree to implement the Substance Abuse Testing Program (SAT Program) and perform substance abuse testing in accordance with the SAT Program attached hereto as Exhibit B. This ICISAT Substance Abuse Testing Program may be amended with mutual agreement.

SECTION 2.

Each Employer party to this Collective Bargaining Agreement agrees to pay the SAT \$0.08/hour (8 cents per hour) for each hour worked by each employee working under this Agreement. The contributions to the SAT Program will be deposited each month, or at such other regular intervals as may be determined by the Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD) to the depository designated by the Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD) and such contributions shall be reported on such forms as may be designated by the Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD).

SECTION 3.

Each Employer party to this Collective Bargaining Agreement agrees that a representative designated by the Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD) 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 delinquencies, and a delinquency is determined due, then the Employer agrees to be responsible for, and to pay, all expenses and costs of collecting such delinquency including attorney's fees incurred by the Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD) in pursuit and collection of such delinquency.

SECTION 4.

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

SECTION 5.

The costs of the tests associated with this program will be paid from the contributions identified in Section 2 in accordance with the terms of the SAT Program.

EXHIBIT B

SUBSTANCE ABUSE TESTING PROGRAM

- I. **POLICY STATEMENT.** All signatory Employers to this Agreement and the Union have a commitment to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all of its employees covered by this Agreement.
- II. **DEFINITIONS.**

- a. Accident – Any event resulting in injury to a person or property to which an employee contributed as a direct or indirect cause.
- b. Accredited Laboratory – A laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) for testing of Prohibitive Items & Substances.
- c. Adulteration – To degrade a test sample by substitution or addition of other ingredients in an effort to mask the presence of unauthorized drugs. An adulterated test shall be considered a positive test.
- d. Annual- Employees are to be tested at least every 12 months. The Indiana Constructors, Inc. Substance Abuse Testing (ICISAT) program will identify and notify employees when their annual test is due. When an employee exceeds twelve (12) months without a test of any kind (pre-employment, random, etc.) their ICISAT card status will be changed to “expired”. Those employees identified by the ICISAT Program as not being tested in the previous 12 months will be instructed to report to an ICISAT approved collection site and provide a urine sample within a time period of three (3) days. The employees card status will be changed back to “valid” if they provide a sample within 3 days, that sample is suitable for testing and the ICISAT test results of their urine sample are negative. Annual test cost will be paid for by the ICISAT Program, provided ICISAT authorized the test and the test was taken at an ICISAT approved clinic. If the employee is laid-off at the time the annual testing is required and the employee was authorized by the ICISAT to take the test and the employee’s test results are negative, the ICISAT Program will pay the laid-off employee twenty-five dollars (\$25) for travel time to the ICISAT designated clinic. It is understood that such testing will occur on the laid –off employee’s time.
- e. Diluted Sample – Urine samples which the laboratory reports as unacceptable with regards to measured levels of creatinine or specific gravity will be considered diluted samples. The employee shall be required to provide another urine sample for testing.
- f. Employees – All individuals who are covered by this Agreement, provided that individuals referred for employment by the Union under the hiring provisions of the Agreement are considered “Applicants” until they are hired and put to work by the Employer.
- g. 10-Panel Test – Describes a laboratory test conducted by a SAMHSA certified laboratory for the presence of one or more of the ten drugs or classes of drugs described under the definition of “Prohibited Items and/or Substances” and listed in Section IV.1.b of the Indiana Constructors, Inc. Substance Abuse Testing Program (ICI SAT Program). A 10-panel test may include more or less than 10-panels based on technology available to the SAMHSA; provided however, the drugs or classes of drugs detected will comply with the ICI SAT Program.
- h. Incident – An event which has all the attributes of an accident, except that no harm was caused to person or property.
- i. “Medical Review Officer (MRO)” – The MRO is a licensed physician who has knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate positive substance abuse test results together with the individual’s medical history and any other relevant biomedical information. The MRO is the individual responsible for receiving laboratory results.
- j. Not Suitable for Testing – A urine sample that the Medical Review Officer (MRO) determines as not meeting the requirements for a valid test. After consultation with the employee, a retest may be required.

- k. **Pre-employment test** - Participating contractors may require prospective employees to take a test, per paragraph t., to determine if an applicant qualifies per this program for employment.
- l. **Premises** – All construction job sites for which the Employer has responsibility. This includes all job areas, offices, facilities, land, buildings, structures and all company vehicles used in the performance of covered work.
- m. **Probable Cause** – Probable cause shall be defined as observable abnormal or erratic behavior such as noticeable imbalance, incoherence and disorientation.
- n. **Prohibited Items and/or Substances** – Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs), prescription drugs used by one for whom they were not prescribed, drug paraphernalia in the personal possession of or being used by an employee on the premises. Also prohibited are alcoholic beverages being consumed by an employee on the premises.
- o. **Random Test** – An unannounced test pursuant to an objective method for selection. Random test cost will be paid for by 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)** – An 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 (Benzoylcegonine) | 150 ng/mL | 100 ng/mL |
| Codeine/Morphine | 2000 ng/mL | 2000 ng/mL |
| Hydrocodone & Hydromorphone | 300 ng/mL | 100 ng/mL |
| Oxycodone & Oxymorphone | 100 ng/mL | 100 ng/mL |
| 6-Acetylmorphine | 10 ng/mL | 10 ng/mL |
| Phencyclidine (PCP) | 25 ng/mL | 25 ng/mL |
| Amphetamines | 500 ng/mL | 250 ng/mL |
| Methamphetamine | 500 ng/mL | 250 ng/mL |
| MDMA (ecstasy) | 500 ng/mL | 250 ng/mL |
| Barbiturates | 300 ng/mL | 200 ng/mL |
| Benzodiazepines | 300 ng/mL | 300 ng/mL |
| Methadone | 300 ng/mL | 300 ng/mL |
| Propoxyphene | 300 ng/mL | 300 ng/mL |
| Ethanol (Alcohol) | .04% w/vol | .04% w/vol |

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

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

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

- a. Applicants testing positive for drug use will not be hired.

- b. Employees who refuse to cooperate with testing procedures will be subject to immediate termination. If an individual does not provide a suitable specimen within two (2) hours, it will be considered a refusal and treated as a positive test result and the individual will be subject to immediate termination.
- c. Employees found to be in the possession of prohibited items and/or substances will be terminated.
- d. Employees found selling or distributing prohibited items and/or substances will be terminated.
- e. Employees who test above the measured amount of prohibited items and/or substances as provided for in IV.1.b. while on duty, or while operating a company vehicle, will be subject to termination.
- f. First Positive Test Result: The provisions below apply to an employee who is tested pursuant to this policy and who receives a positive test result.
 - 1) Consequence for First Positive Test Result: The employee is subject to immediate termination, upon notice to the Employer by the MRO, of the positive test result.
 - 2) Reinstatement: Employee is not eligible for work until he has taken, at his own expense, a 10-Panel test at an approved clinic, and the results of this test have been analyzed by an 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 an SAMHSA certified laboratory, and the test results must have been reviewed by an MRO and certified as being negative for the prohibited items and/or substances listed in IV.1.b.
 - 3) Sporadic Testing of Reinstated Employees: A reinstated employee, who has previously tested positive, is subject to unscheduled sporadic testing for one year from the date of reinstatement. Cost of such testing will be paid for by the ICI SAT Program.

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

- 1) **Consequence for Third and Additional Positive Test Results:** The employee is subject to immediate termination upon notice to the Employer by the MRO, of the positive test result and he will not be eligible for reinstatement for a period of six (6) months from date of the positive test.
- 2) **Reinstatement:** Employee is not eligible for work until he has, at his own expense, been evaluated by an accredited SAP, successfully completed an SAP-recommended rehabilitation program and the SAP has written a letter releasing the person to return to work, and the ICI SAT Program, the Union and Employer have received the results of a 10-panel test, taken at an approved clinic, analyzed by an 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 onsite steward to be present, if available.

- d. Testing may be required if an employee is involved in a work place accident/incident or injury.
- e. Test results from all ICISAT testing will be entered into the ICISAT database. The employee's annual test date will be automatically updated with negative test result entries.
- f. Employees may also be tested on a voluntary basis.
- g. Sporadic testing as provided for in IV.2. may be required as part of a follow-up to counseling or rehabilitation for substance abuse, for up to a two (2) year period. Each applicant or employee to be tested will be required to sign a consent and Chain of Custody Form, assuring proper documentation and accuracy. If an applicant or employee refuses to sign a consent form authorizing the test, ongoing employment by the Employer will be terminated.

The employee shall be paid for the time lost for the following tests to be conducted, only if the test results are negative: random, post-accident, incident, and probable cause.

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

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

VI. IDENTIFICATION CARD.

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

VII. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM. Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notifies supervision that he may have a substance abuse problem, the Employer may assist in locating a suitable SAP and rehabilitation program for treatment. The Employer will inform the employee that medical benefits may be available under the Health and Welfare Program. For benefit information, call (800) 700-6756.

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 an 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) eight cents (\$0.08) 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).
- 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 the effective date of this Agreement.

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 the Indiana/Kentucky/Ohio Regional Council of Carpenters 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.

**ARTICLE XX
EFFECTIVE DATE**

This Agreement shall be in full force and effect from April 1, 2019 if, and when ratified by a majority of the members of the party of the first part, signed by duly authorized representatives of the Indiana/Kentucky/Ohio Regional Council of Carpenters, party of the second part, and continued for a period ensuing, expiring as of March 31, 2024.

This Agreement shall not be subject to amendment or reopening at any time for any reason during the life of this Agreement except by mutual consent of the parties hereto. In the event that there is a reopening or amendment of this Agreement by mutual consent, then such amendments shall be reduced to writing, state the effective date thereof, and be approved and executed in the same manner as this Agreement.

In case either party of this Agreement wishes to change the Agreement, at least ninety (90) days' notice shall be given to the other prior to the expiration date. In case no such notice is given by either party, this Agreement shall continue in effect from year to year until such notice is given at least ninety (90) days prior to the anniversary date.

Except as provided above, the new Agreement effective April 1, 2019 through March 31, 2024 may be reopened to negotiate adjustments in economics, if and when Federal Davis Bacon 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.

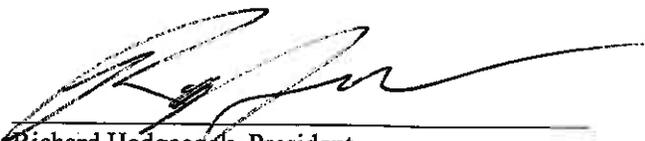
It is agreed that prior to reopening the Agreement either party may request, in writing, a joint meeting between the "Employers" and the "Union". This meeting shall take place within seven (7) days. After seven (7) days if no agreement has been agreed upon, then anytime thereafter a five (5) day advanced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

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

THIS AGREEMENT AND ADDENDUM has been ratified, signed and sealed as of April 1, 2019 by the following:

PARTY OF THE FIRST PART, "EMPLOYERS"

American Contracting & Services, Inc.
Anlaan Corporation
Bowen Engineering Corporation
E & B Paving, Inc.
Feutz Contractors, Inc.
Grand River Construction, Inc.
Harmon Construction, Inc.
HIS Constructors, Inc.
Hi-Way Paving, Inc.
Kenny Construction Company
Kokosing Industrial, Inc.
LaPorte Construction Co., Inc.
Malcolm International LLC
R. L. McCoy, Inc.
Milestone Contractors, L.P.
Rieth-Riley Construction Co., Inc.
Schutt-Lookabill Co., Inc.
ST Construction, Inc.
Walsh Construction Company
Walsh Construction Company II, LLC



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

PARTY OF THE SECOND PART
INDIANA/KENTUCKY/OHIO REGIONAL COUNCIL OF CARPENTERS



M. Todd Pancake
Executive Secretary-Treasurer/Business Manager

EXHIBIT A

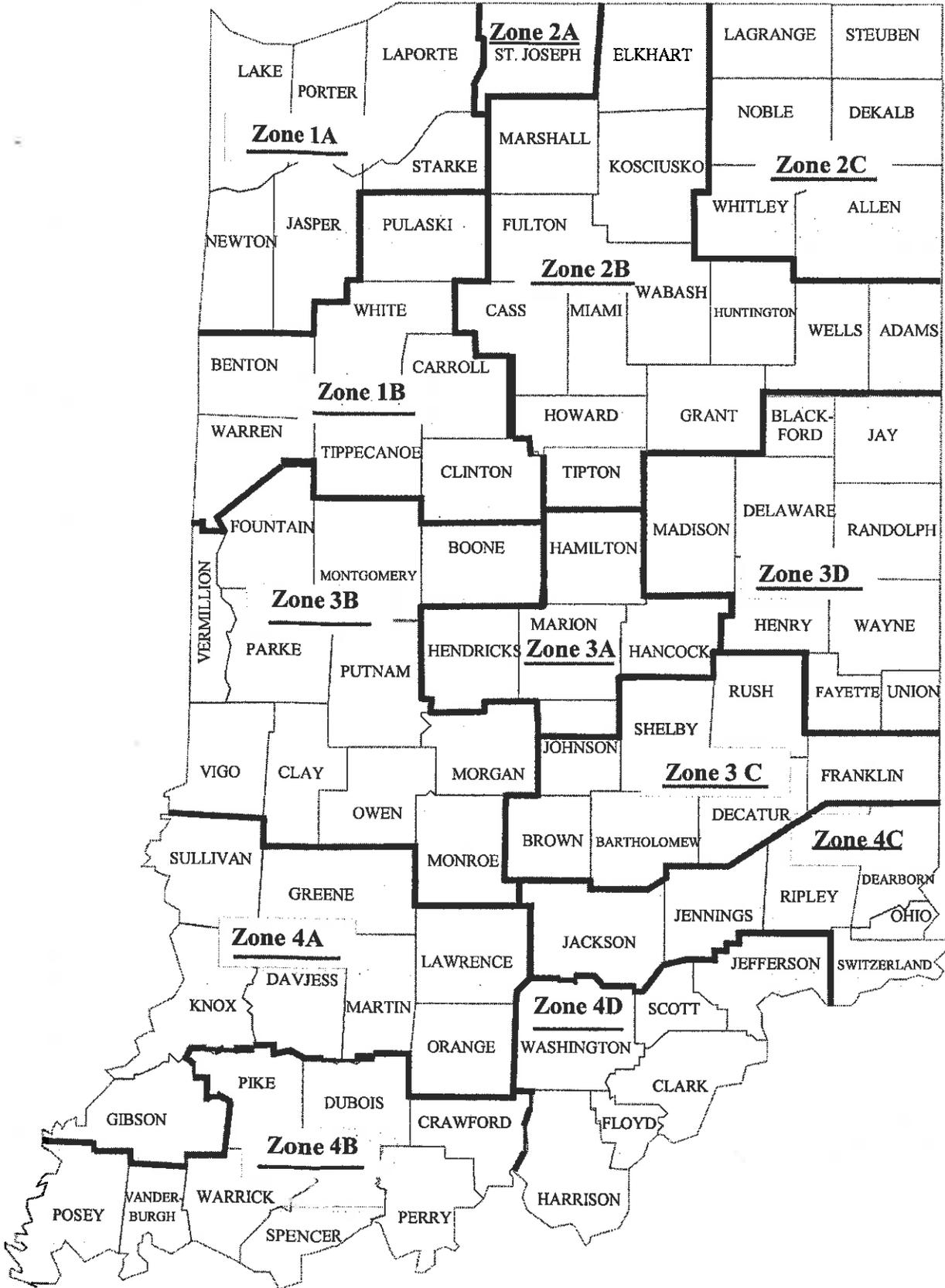
EMPLOYEE'S NAME: _____

EMPLOYER'S NAME: _____

CARPENTERS TOOL LIST

| QUANTITY | ITEM | DESCRIPTION | QUANTITY | ITEM | DESCRIPTION |
|----------|-----------------------|-------------|----------|---------------------------------|-------------|
| _____ | Tool Box | _____ | _____ | Cold Cut Chisel | _____ |
| _____ | Tool Chest | _____ | _____ | Pincers | _____ |
| _____ | Hand Box | _____ | _____ | Scratch Awl | _____ |
| _____ | Hand Saw | _____ | _____ | Pliers | _____ |
| _____ | Compass Saw | _____ | _____ | Whet Stone | _____ |
| _____ | Coping Saw | _____ | _____ | Plumb Bob | _____ |
| _____ | Hack Saw | _____ | _____ | Level Butt Gage | _____ |
| _____ | Hammer | _____ | _____ | Yankee Screw Driver and Bits | _____ |
| _____ | Combination Square | _____ | _____ | Adjustable End Wrench | _____ |
| _____ | Square | _____ | _____ | Chalk Box | _____ |
| _____ | Brace | _____ | _____ | Screw Driver | _____ |
| _____ | Wood Bits | _____ | _____ | Level _Inch | _____ |
| _____ | Steel Bits | _____ | _____ | Pliers/Vise Grip | _____ |
| _____ | Nail Sets | _____ | _____ | Try Square | _____ |
| _____ | 50' or 100' Tape | _____ | _____ | Bevel Square | _____ |
| _____ | Expansion Bit | _____ | _____ | C Clamps | _____ |
| _____ | Extension Bit | _____ | _____ | Misc. Tools | _____ |
| _____ | Wood Chisels | _____ | _____ | Clothing | _____ |
| _____ | Wrecking Bar | _____ | _____ | Nail Bar | _____ |
| _____ | 6' Folding Rule | _____ | _____ | Tape, Steel | _____ |
| _____ | Plane | _____ | _____ | Tin Snips | _____ |

IKORCC - ICI-LRD AGREEMENT ZONES



IKORCC – ICI-LRD AGREEMENT ZONES (See Zone Map on Previous Page)

ZONE 1A – Counties: Jasper, Lake, LaPorte, Newton, Porter and Starke

ZONE 1B – Counties: Benton, Carroll, Clinton, Pulaski, Tippecanoe, Warren and White

ZONE 2A – Counties: St. Joseph

ZONE 2B – Counties: Adams, Cass, Elkhart, Fulton, Grant, Howard, Huntington, Kosciusko, Marshall, Miami, Tipton, Wabash and Wells

ZONE 2C – Counties: Allen, Dekalb, LaGrange, Noble, Steuben and Whitley

ZONE 3A - Counties: Hamilton, Hancock, Hendricks, Marion and the following townships in Johnson County: Clark, Pleasant, White River and Camp Atterbury, north of Hospital Road

ZONE 3B – Counties: Boone, Clay, Fountain, Monroe, Montgomery, Morgan, Owen, Parke, Putnam, Vermillion and Vigo

ZONE 3C – Counties: Bartholomew, Brown, Decatur, Franklin, Rush, Shelby and the following townships in Johnson County: Blue River, Franklin, Hensley, Needham, Nineveh, Union and Camp Atterbury, south of Hospital Road

ZONE 3D – Counties: Blackford, Delaware, Fayette, Henry, Jay, Madison, Randolph, Union and Wayne

ZONE 4A – Counties: Daviess, Gibson, Greene, Knox, Lawrence, Martin, Orange and Sullivan

ZONE 4B – Counties: Crawford, Dubois, Perry, Pike, Posey, Spencer, Vanderburgh and Warrick

ZONE 4C – Counties: Dearborn, Jackson, Jennings, Ohio, Ripley and Switzerland

ZONE 4D – Counties: Clark, Floyd, Harrison, Jefferson, Scott and Washington

**ADDENDUM TO
HEAVY & HIGHWAY AGREEMENT**

April 1, 2019 through March 31, 2024

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

And

INDIANA/KENTUCKY/OHIO REGIONAL COUNCIL OF CARPENTERS

The six (6) counties of Northwest Indiana (Jasper, Lake, LaPorte, Newton, Porter and Starke) shall allow the contractors signatory to Heavy & Highway Agreement mobility of manpower as is spelled out in Heavy & Highway Agreement.

The work performed in these six (6) (Jasper, Lake, LaPorte, Newton, Porter and Starke) counties will be under the wages, terms and conditions of the contract negotiated by the Northwest Indiana Contractors Association of Indiana, Inc.

THIS ADDENDUM SHALL BE EFFECTIVE FOR THE FOLLOWING SIGNATORY EMPLOYERS:

| | |
|---------------------------------------|------------------------------------|
| American Contracting & Services, Inc. | Hi-Way Paving, Inc. |
| Anlaan Corporation | Kenny Construction Company |
| Bowen Engineering Corporation | Kokosing Industrial, Inc. |
| E & B Paving, Inc. | LaPorte Construction Co., Inc. |
| Feutz Contractors, Inc. | Malcolm International LLC |
| Grand River Construction, Inc. | R. L. McCoy, Inc. |
| Harmon Construction, Inc. | Milestone Contractors, L.P. |
| HIS Constructors, Inc. | Rieth-Riley Construction Co., Inc. |
| | Schutt-Lookabill Co., Inc. |
| | ST Construction, Inc. |
| | Walsh Construction Company |
| | Walsh Construction Company II, LLC |

ACCEPTANCE OF AGREEMENT

EFFECTIVE FROM

APRIL 1, 2019 THROUGH MARCH 31, 2024

The undersigned has read and hereby approves the Agreement entered into by and between the Indiana/Kentucky/Ohio Regional Council of Carpenters and the Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD) operating in the territorial jurisdiction as set forth therein and accepts the same and hereby becomes one of the parties thereto.

COMPANY: _____

BY: _____
Printed Name Title

Signature

ADDRESS: _____

CITY: _____ STATE _____ ZIP: _____

DATE: _____

PHONE: () _____
Area Code

FAX: () _____
Area Code

UNION - Copy