

THE COMMERCIAL AND BUILDING GENERAL  
COLLECTIVE BARGAINING AGREEMENT  
NEGOTIATED BY AND BETWEEN  
THE NWI CONTRACTORS ASSOCIATION INCORPORATED  
AND THE  
LABORERS' INTERNATIONAL  
UNION OF NORTH AMERICA  
STATE OF INDIANA  
DISTRICT COUNCIL  
FOR AND ON BEHALF OF  
LIUNA LOCAL UNIONS #41 AND #81

EFFECTIVE

June 1, 2018  
thru  
May 31, 2023

# I N D E X

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LABORERS' INTERNATIONAL UNION OF NORTH AMERICA  
STATE OF INDIANA DISTRICT COUNCIL  
FOR AND IN BEHALF OF  
LIUNA LOCALS #41 AND #81

June 1, 2018 – May 31, 2023

THIS AGREEMENT is made and entered into this 1st day of June 2018, by and between the NWI Contractors Association Inc. (hereinafter referred to collectively as the "Association") acting as negotiating agent for and on behalf of certain firms, Party of the First Part. Employers signatory hereto are referred to herein for the purpose of clarity as the "Employer", and Laborers' International Union of North America, State of Indiana District Council, acting for and in behalf of LIUNA Locals #41 and #81 (hereinafter "Union"), Party of the Second Part.

It is agreed and understood that the NWI Contractors Association Inc. are not responsible in any manner whatsoever for the administration, implementation and/or performance of this Agreement and that in no event shall it be bound as principal or be held liable as negotiating agent or as principal in any manner for any breach of this contract by any of the Employers signatory hereto.

It is further agreed that the liability of the Employers shall be several and not joint and the liability of the Local Unions affiliated with the Laborers' International Union of North America, State of Indiana District Council, shall be several and not joint. No purely vicarious liability shall result to any such Employer or upon the Local Union for wrongful acts of another such Employer or of another such Local Union.

It is understood that the Laborers' International Union of North America, State of Indiana District Council, in signing this Agreement for and on behalf of all of its affiliated Local Unions shall not be responsible for violation of this Agreement by the Local Union affiliated with the Laborers' International Union of North America, State of Indiana District Council, unless action by said Local in violation of the Agreement is ordered or ratified by the Laborers' International Union of North America, State of Indiana District Council, or unless the State of Indiana District Council fails to take whatever action may be necessary to prevent the violation. Provided, however, that nothing contained herein shall be construed as relieving the Local Union of the Laborers' International Union of North America, State of Indiana District Council of their full responsibility.

## ARTICLE I

### COVERAGE

#### Section 1. Work covered:

(a) This Agreement shall cover all work coming within the recognized jurisdiction of the Laborers' International Union of North America as set forth in their Manual of Jurisdiction as amended in October 1961, and by any amendments to this Manual, and as now included in Section 1 of the Jurisdictional Guidelines booklet, adopted by the Laborers' International Union of North America, State of Indiana District Council, on the date of February 26, 1972, and as amended from time to time as mutually agreed upon by both parties.

(b) The jurisdiction of work referred to in the wage classification and elsewhere in this Contract is the jurisdiction of work claimed by the Union and nothing contained herein shall make it mandatory for the Employer to accept the claims of jurisdiction as being binding upon him. The Employer does not waive any of his rights by permitting the inclusion of the jurisdiction of work in this Contract.

(c) The Parties to this Agreement are subject to and agree to submit any unresolved jurisdictional dispute to International Representatives of all disputing trades and, if a satisfactory or mutual understanding cannot be reached at that time, it will be submitted to whatever Federal Governmental Agency, having the responsibility for the resolution of such dispute. Any interpretation or decision by said Agency shall immediately be accepted and complied with by all Parties bound by this Agreement. The Employer and the Union agree that there will be no work stoppage during the period pending a jurisdictional decision by the above mentioned Federal Agency.

(d) This Agreement shall have effect on and cover Construction Laborers working for Employers on the herein mentioned classes of work in the territory covered by this Agreement. This agreement excludes all Industrial Construction, maintenance, repair, replacement, renovation, and modernization work at industrial production facilities and work sites including but not limited to those sites using the National Maintenance Agreement (NMA) the National Power Generation Agreement (NPGMA) or other Industrial PLA's. Laborers jurisdiction of work was originally assigned under charter by the AFL-CIO, traditional performance of work as established over a period of years by many letters of assignment from Employers who are agreeable that Laborers possess the skill and ability to perform such work by award from the National Labor Relations Board and by mergers and amalgamation, it is agreed and understood that Laborers are tenders of all Trades involved in the Construction Industry and the following is the work of the Laborers:

1. Digging of all ditches for any purpose, the excavation of all piers, foundations, holes and trenches, including work incidental to the use of hydro-excavation equipment; the lagging, sheeting, cribbing, bracing and propping of all foundations; all work in connection with caissons, cofferdams, including all excavation, drilling, jackhammering, blasting, shooting, scaling.

2. The loading, unloading, handling and distribution of all materials, fixtures, furnishings and appliances from point of delivery to point of installation by any means, hand, machinery, or power rigging.

3. The cleaning and clearing of all debris, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures and that of all debris in building and total construction area; the general clean-up, such as sweeping, cleaning, wash-down and wiping of construction facilities and furnishings; the loading and removal of all debris, including crates, boxes and waste material; washing of wall interior and exterior; partitions, ceilings, blackboards, windows, bathrooms, kitchens, laboratories, and all fixtures and furnishings therein; the mopping, washing, waxing and polishing and/or dusting of all floors or areas.

4. The tending of all temporary heat when done by any process; the drying of plaster, concrete, mortar or other aggregate when done by salamander heat or any other drying process.

5. The tending of cement masons, brick masons, plasterers, carpenters and other Building Construction Crafts. Tending shall consist of the preparation of all materials and the handling and conveying of materials to the point of erection or installation to be used by mechanics or other Crafts, whether such preparation is by hand or any other process, including power rigging and incidentals thereto. After the material has been prepared or unloaded, tending shall consist of the supplying and conveying of said material and other materials, whether done by hand, shovel, bucket, hod, wheelbarrow or buggy, or other motorized unit used for such purpose.

The tending of Carpenters shall consist of the conveying of all materials from point of unloading to the point of installation or erection by any mode or method; the cleaning of all materials, such as pulling of nails, the cleaning and oiling of all forms; the driving of all stakes for bracing of forms, tending the saw man by off bearing the materials, supplying material to the saw and the stacking of the finished product and then transferring said materials to the point of installation on the project.

6. Scaffold erection, the total erection, building and installation, planking, bolting, lining, leveling, bracing and the total dismantling of same; the building, planking,

installation and removal of all staging, swinging and hanging scaffolds, Hydromobile scaffold, Morgan, scaffolding, including maintenance thereof for all lathers, plasterers, brick layers, masons and other Construction Trade Crafts; the preparation for foundations or mud sills for all scaffolding, as well as maintenance shall be done by Laborers.

7. Pouring, laying and weather protection (weather protection is defined as handling and fastening or securing concrete blankets, visqueen, burlap or any other equipment for weather protection) of concrete and related work: Concrete, bituminous concrete or aggregates for walls, footings, foundations, floors or for any other construction; mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or any other process; wrecking, stripping, dismantling and handling concrete forms and false work; building of centers for fireproofing purposes, firestop installation and other fireproofing materials; operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electrical power; when concrete or aggregates are conveyed by crane or derrick, or similar methods, the hooking on, signaling, dumping and unhooking the bucket; the placing of concrete or aggregates, whether poured, pumped, gunnited or placed by any other process; the assembly, uncoupling of all connections and parts of, or to equipment used in mixing or conveying concrete, aggregates or mortar, and the cleaning of such equipment, parts and/or connections; all vibrating, grinding, spreading, flowing, puddling, leveling and strike-off concrete or aggregates by floating, rodding or screeding, by hand or mechanical means prior to finishing. Where pre-stressed or precast concrete slabs, walls or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls, or sections; all mixing, handling, conveying, placing and spreading of grout for any purpose, green cutting of concrete or aggregate in any form by hand, mechanical means, grindstones or air or water.

The filling and patching of voids, crevices, etc., to correct defects in concrete caused by leakage, bulging, sagging, etc.

The loading, unloading, carrying, distributing and handling of all rods, mesh and materials for use in re-inforcing concrete construction; the hoisting of rods, mesh and other materials, except when a derrick or outrigger operated by other than hand power is used.

All work on interior concrete columns, foundations for engine and machinery beds.  
The stripping of forms, other than panel forms, which are to be re-used in their original form and the stripping of forms on all flat arch work.

The moving, cleaning, oiling and carrying of all forms to the next point of erection.

8. The grinding of all concrete surfaces by any mode or method.

9. The drilling of dowels of any and all sizes for the purpose of reinforcing new, existing or additional concrete or like aggregates, by any mode or method, including pneumatic, electric and core drills.

10. The snapping of all wall ties and removal of tie rods; the handling, placing and operation of the nozzle, hoses and pots or hoppers or sandblasting or other abrasive cleaning; the jacking of slip forms and all semi and unskilled work connected therewith.

11. The wrecking or dismantling of buildings and all structures; breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary; burning or otherwise cutting all steel structural beams; the breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap; all hooking on, unhooking and signaling when materials for salvage or scrap are removed by crane or derrick; all loading and unloading of materials carried away from the site of wrecking; all work in salvage or junk yards in connection with cutting, cleaning, storing, stockpiling or handling of materials; all clean-up, removal of debris, burning, back-filling and landscaping of the site of wrecked structure.

12. The underpinning, lagging, bracing, propping and shoring, raising and moving of all structures, raising of structures by manual or hydraulic jacks or other methods; all work on house moving, shoring and underpinning of structures; loading, signaling, right-of-way clearance along the route of movement; re-setting of structure in new location to include all site clearing, excavation for foundation and concrete work; clean-up and back-filling, landscaping old and new site.

13. The clearing, excavating, filling, back-filling, grading and landscaping of all sites for all purposes and all labor connected therewith, including chainmen, rodmen, checkers, grade markers, etc.

14. Signal men on all construction work defined herein, including traffic control signalmen at construction sites.

15. All Labor work, including skilled and semi-skilled, in connection with the installation, sheeting, trenching, manhole erectors and the digging and back-filling of all ditches, cutting of streets and surfaces and the refinishing of same for sewers, air lines, water lines and conduit lines in free air, tunnel or compressed air projects.

16. The laying of all clay, terra-cotta, ironstone, vitrified concrete, metallic and/or non-metallic pipe, cast iron, fiberglass, orange burg, transite, plastic, etc., or any other type pipe for sanitary and/or storm sewers, forced main sewers, sub-surface drainage projects, filter beds, water lines and conduit lines in streets, roadways, right-of-way easements, building areas, etc., to the building line.

17. All the unloading and distribution of all pipe and materials used in the performance of work as set forth above.

18. All the service connections of pipe from main sewers or water lines to the building line.

19. The laying of pipe and making of all connections and/or joints on any and all types of pipe for water, sewer and/or any other uses, including laser alignment.

20. The cutting of streets and right-of-ways for laying of pipes, cables and/or conduits for all purposes; digging of trenches and manholes, etc.; handling and conveying of all materials; concreting, back-filling, grading and resurfacing and all other labor connected therewith; clearing and site preparation as defined herein; cutting or jackhammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools; digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose; loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and distribution of water mains and all pipe, including the placing, setting and removal of skids, cribbing, driving of sheet piling, lagging and shoring of all ditches, trenches and manholes, handling, mixing or pouring of concrete and the handling and placing of other materials for saddles, beds or foundations for the protection of pipes, wires, conduits, etc.; back-filling and compacting of all ditches, resurfacing of roads, streets, etc., and/or restoration of lawns and landscaping; unloading, handling, distribution, the assembly in place, bolting and lining up of sectional metal or other pipe including corrugated pipe; laying of lateral sewer pipe from main sewer to building; laying, leveling and making of the joint of all multi-cell conduit or multi-purpose pipe; cutting of holes in walls, footings, piers and/or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes; digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces; installation of septic tanks, cesspools and drain fields; all work in connection with shafts, tunnels, subways and sewers; construction of sewers, shafts, tunnels, subways and caissons.

21. The setting of all man-holes such as pre-cast poured in place block, brick, setting of all cast iron catch basins and manholes and all work in connection thereto.

22. In compressed air, all work underground or in compression chambers, including tending of the outer air lock; all work in compressed air construction, including but not limited to, groutmen, trackmen, blasters, shield drivers, miners, brakemen, miners' helpers, lock tenders, mulching machine operators, motor men, gauge tenders, rodmen, compressed air electricians, setting of liner plate and ring sets, drill runners, powdermen

or blasters, air hoist operators, form men, concrete blower operators, cement operators, power knife operators, erector operators, steel setters, cage tenders, skimmers, track layers, dumpmen, diamond drillers, timbermen and re-timmermen, cherry pickmen, nippers, chuck-tenders and cable tenders, vibratormen, jet gunmen, gunnite nozzlemen, gunmen, reboundmen and all other work connected therewith.

23. Railroad Track Work: Right-of-way clearing, excavation, grading and sub-grading, ballasting and compacting of right-of-way; loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of installation; all burning or otherwise cutting of track; setting of tie plates, bolting, leveling and gauging of rails and all spiking, whether by hand or mechanical means, placing and tamping of ballast by hand or mechanical means; construction and/or relocation of mainlines, shoe flys, sidings, gradings, crossings, relocating of pipes and drainage and culverts.

24. Asbestos Removal/Lead Base Paint Removal, Lead Awareness, Hazardous Waste Removal and Infection Control Risk Assessment: All work in regards to the dismantling, wrecking, clean-up, dilution process, loading, transporting, operation of monitoring equipment, etc.

25. Fire Prevention and Control: Shall include but not be limited to the watching for and prevention of fires (with a fire hose or fire extinguisher or other means) when there is welding, burning, grinding, etc., being performed in an area where combustible materials are present. Upon request of the Contractor, these Employees shall have completed the Laborers Training Course in Fire Prevention and Control.

26. Sinking of wellpoints, installation of dewatering header systems.

27. Bobcats, Skidsteer Loaders, forklifts and lulls, including those machines equipped with small jackhammers (special breakers) may be assigned Laborers for the following work:

- (a) building demolition work (inside the structure).
- (b) minor excavation such as curb tear out and replacement.
- (c) incidental use throughout the project

Section 2. Jurisdictional Disputes:

a) The Employer agrees to respect the jurisdiction of the Union and shall not make a written or a permanent assignment of work to other Trades without first affording Parties to the disputed work an opportunity to present evidence substantiating their claims. The Employer does not waive any of his rights by permitting the inclusion of jurisdiction of

work in this Contract. Furthermore, no Business Manager has the authority to enter into a written agreement with another Trade in regards to work jurisdiction.

b) It is agreed that there shall not be any work stoppages over jurisdictional disputes with any Craft or Crafts employed on any project. Should jurisdictional disputes or differences arise with other Parties which endanger the continuous progress of a project which cannot be settled at the local level, the Employer shall make a written work assignment in accordance with Area practice related to the specific project only and work shall continue in accordance with the assignment by the Employer until representatives of the International Union of all disputing Trades meet and bring about, or cause to bring about, a satisfactory or mutual understanding with the Employer.

c) It is agreed and understood that the Union will make every effort to inform its membership that there is a legally established neutral entrance or gate on a construction site that is being picketed illegally and where work is being performed under the conditions of this Agreement. The above does in no way waive any of the Employee's rights granted him under the Constitution of the United States and/or Federal Government.

## ARTICLE II

### FOREMEN

Section 1. All Labor Foremen and Hod Carrier Foremen are included in the bargaining unit. The Foreman shall be selected by the Employer and take directions from same.

Section 2. When five (5) or more Laborers, or five (5) or more Hod Carriers are employed on any one project, a Foreman will be employed. Said Foreman may perform manual labor but he shall receive the Foreman rate as stipulated herein.

Section 3. When there are three (3) or more Foremen on a project, one (1) shall be assigned as General Foreman.

Section 4. In no case shall a Foreman have the authority to hire or discharge Employees. All hiring and discharging will be done either by the Superintendent of the Party of the First Part, or by the Party of the First Part.

Section 5. At no time shall one Foreman have more than fifteen (15) Laborers or Hod Carriers under his leadership. The principal duties of a Labor Foreman with fifteen (15) Employees is to supervise and direct the work force.

## ARTICLE III

### BARGAINING AGENT

Section 1. The NWI Contractors Association Incorporated recognizes the Laborers' International Union of North America, State of Indiana District Council, as the sole and exclusive multi-union Collective Bargaining Representative for all Employees in the Unit, consisting of Construction Laborers, who are employed by the Employer on all work and classifications set forth in this Agreement.

Section 2. The State of Indiana District Council and its affiliated Local Unions #41 and #81 likewise recognizes the NWI Contractors Association Incorporated as the sole and exclusive Collective Bargaining Representative for all Employers for all work set forth in Article I for the area outlined in this Agreement.

## ARTICLE IV

### UNION SECURITY

Section 1. The Contractor, or Employer, recognizes and acknowledges that the Laborers' International Union of North America, State of Indiana District Council for and on behalf of Local Union #41 and Local Union #81 is the sole representative of all Employees in the classification of all work under its jurisdiction covered by this Agreement, for the purpose of collective bargaining.

Section 2. In the event that said statute Indiana Public Law No. 2.2012,HE.A. 1001 which is codified at Indiana Code 22-6-6, et seq is null and void, such provisions shall be restored to the contract automatically, retroactive to the date of the statute's nullification.

## ARTICLE V

### WORKING DUES CHECK-OFF

Section 1. Each Employer signatory to this Agreement agrees to deduct from the pay of Employees covered by this Agreement regular and uniform Working Dues, in the amount designated by the Union, provided, before any such deduction is made, the Union shall secure and furnish to the Employer a properly signed Authorization form from each Employee permitting such deductions. Such deductions shall be remitted by the 10<sup>th</sup> of each month, following the end of the month for which deductions are made, to the designated depository at the same time and accompanying Health & Welfare, Pension and Training contributions submitted electronically or by separate check and report of gross

wages. The designated depository shall be called the State of Indiana District Council of Laborers Working Dues Fund.

Section 2. The Authorization and Assignment of Working Dues shall be irrevocable for the period of one (1) year or until the termination of this Collective Bargaining Agreement, whichever period is less, unless written notice is given by the Employee to the Employer and to the Union, not more than sixty (60) days and not less than thirty (30) days before any periodic renewal date. In case no such notice is given, the Authorization shall continue in effect from year to year until such notice is given.

Section 3. Violation of the Dues Check-Off Clause of this Agreement is specifically exempted from the application of the grievance and arbitration procedure. (If the Employer violates the provisions of the dues check-off clause of this Agreement, the Union, without violation of this Agreement, shall be permitted to strike the Employer to remedy such violation, provided, the Employer is given a certified written notice by the Union of its violation and is further allowed a period of fifteen (15) days to remedy said violation).

Section 4. The Employer, or his authorized representative, shall notify the Local Union of the Party of the Second Part of all Employees given employment covered by this Agreement, by submitting on the first fringe benefit report after hire in, in order that the Union may obtain the required and necessary information from the aforesaid individuals to properly register them in the Working Dues Check-Off.

Section 5. Check-Off. The Employer agrees to honor, upon presentation by the Union, all assignments from initiation fees, membership dues, readmission fees, and working dues, which have been properly signed by an Employee on a form furnished by the Union, to deduct the amount stated therein from the wages earned by the Employee and to pay the amount so deducted to the respective Local Union, provided, however, that this Section shall apply only to those assignments which are irrevocable for one year or until this Agreement expires, whichever occurs sooner, and to those assignments which, in addition, provide that they shall automatically renew themselves for successive yearly or applicable contract periods thereafter, whichever is less, and which further provide that the Employee may revoke said assignments by giving written notice thereof to the Employer and the Union at least thirty (30) days and not more than sixty (60) days before any periodic renewal date (See Appendix B).

Section 6. The Union shall defend, indemnify, and hold the Employer harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any such Employee's written authorizations. The provisions of this Article shall be interpreted in a fashion consistent with applicable federal and state laws.

## ARTICLE VI

### EQUAL EMPLOYMENT OPPORTUNITY

Section 1. As used in this document, the terms “he”, “his”, or similar masculine pronouns shall be construed to include the feminine alternatives of such pronouns. Such terms are used solely for grammatical purposes and shall not be construed to limit this contract or its application on the basis of sex, race, national origin or any other classifications.

Section 2. The Employer will not discriminate in hiring of Employees and will conform to laws with respect to hiring.

Section 3. 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 unlawful discrimination in employment because of race, religion, age, sex, disabilities, veteran status, color or national origin. There shall be full compliance with all applicable Federal and State statutes, regulations, rules and orders of appropriate Federal or State agencies having jurisdiction over the subject matter of discrimination in employment.

Section 4. The Union and the Employer shall fully comply with all the requirements contained in Executive Orders and will comply with all rulings promulgated by the Committee on Equal Opportunity established thereunder. The Union agrees to furnish the Employer at his request any statement or data required by any Executive Order.

## ARTICLE VII

### SELECTION OF LABOR-EMPLOYMENT REGULATIONS

Section 1. (a) In employment, no applicant shall be discriminated against for membership or non-membership in the Union. When the Employer has requested the Union to furnish Employees for a job, such Employees shall be referred by the Union on a non-discriminatory basis along with the union referral rules that all fully comply with all applicable federal and state laws.

(b) The Employer retains the right to reject any applicant whether furnished by the Union or not, and further the Employer shall have the right to determine the competency and qualifications of his Employees and the right to discharge for just cause.

(c) The Employer may call the Union for an individual by name, provided he is not employed by another Employer. Under such circumstances the Union shall refer such individual.

Section 2. Documentation and Verification – The Employer and the Union will work cooperatively to assure that both Parties comply with their legal responsibilities under the Immigration and Reform and Control Act of 1986. In so doing, the Union will request from each Employee before referring them to an Employer, documentation which establishes citizenship or other legal status to work in the United States. These documents shall be any of the documents which are allowed under the regulations promulgated under IRCA. This section may be amended mutually when regulations are finalized on these requirements.

Section 3. The Union will send no Employee to the Employer who they know does not comply with the Residency Requirements of the Immigration and Reform Act.

## ARTICLE VIII

### WELFARE TRUST FUND

Section 1. On work covered by this Agreement, the Employer agrees to pay into the Indiana Laborers Welfare Fund the amount in cents per hour as shown in Article XXXI. Payment shall be made on the dates, in the manner, form and in accordance with the rules and regulations as adopted by the Trustees of the herein mentioned Welfare Fund. The Employer may submit funds electronically.

Section 2. The Employer agrees to be bound by the Agreement and Declaration of Trust, entered into and dated May 25, 1953, establishing the Indiana State District Council of Laborers and Hod Carriers Welfare Fund and Participating Employers and by any amendments to said Trust Agreement.

Section 3. The Welfare Trust Fund shall be administered in accordance with all provisions of applicable law.

## ARTICLE IX

### CONSTRUCTION WORKERS OF LAKE COUNTY HEALTH REIMBURSEMENT ACCOUNT TRUST FUND, LIUNA LOCALS #41 & #81

Section 1. On work covered by this Agreement, the Employer agrees to pay into the Construction Workers of Lake County Health Reimbursement Account Trust Fund the amount in cents per hour as shown in Article XXXI. Payment shall be made on the dates,

in the manner, form and in accordance with the rules and regulations as adopted by the Trustees of the herein mentioned Construction Workers of Lake County Health Reimbursement Account Trust Fund. The Employer may submit funds electronically

Section 2. The Employer agrees to be bound by the Agreement and Declaration of Trust entered into and dated June 1, 2015, establishing the Construction Workers of Lake County Health Reimbursement Account Trust Fund and by any amendments to said Trust Agreement.

Section 3. The Construction Workers of Lake County Health Reimbursement Account Trust Fund shall be administered in accordance with all provisions of applicable law.

## ARTICLE X

### CONSTRUCTION WORKERS PENSION TRUST FUND LIUNA LOCALS #41 & #81

Section 1. On work covered by this Agreement, the Employer agrees to pay into the Construction Workers Pension Trust Fund the amount in cents per hour as shown in Article XXXI. Payment shall be made on the dates, in the manner, form and in accordance with the rules and regulations as adopted by the Trustees of the herein mentioned Pension Trust Fund. The Employer may submit funds electronically.

Section 2. The Employer agrees to be bound by the Agreement and Declaration of Trust entered into and dated June 1, 1960, establishing the Construction Workers Pension Trust Fund and Participating Employers and by any amendments to said Trust Agreement.

Section 3. The Pension Trust Fund shall be administered in accordance with all provisions of applicable law.

## ARTICLE XI

### ANNUITY FUND

The undersigned Employer agrees to be bound by the Central Laborers' Annuity Fund's Agreement and Declaration of Trust, as amended, as though the Employer had actually signed the same. The undersigned Employer understands, accepts and acknowledges that the Trustees of the Annuity Fund have the right to make reasonable Rules and Regulations relating to the administration of the Fund (including, but not limited to, rules related to the payment of contributions and the Fund's rights and remedies to collect delinquent

contributions). The undersigned Employer agrees to accept Annuity Fund's Rules and Regulations, as amended from time to time.

## ARTICLE XII

### TRAINING TRUST FUND

Section 1. On work covered by this Agreement, the Employer agrees to pay into the Indiana Laborers Training Trust Fund the amount in cents per hour as shown in Article XXXI. Payment shall be made on the dates, in the manner, form and in accordance with the rules and regulations as adopted by the Trustees of the herein mentioned Training Trust Fund. The Employer may submit funds electronically.

Section 2. The Employer agrees to be bound by the Agreement and Declaration of Trust entered into and dated April 1, 1968, establishing the Indiana Laborers Training Trust Fund and Participating Employers and by any amendments to said Trust Agreement.

Section 3. The Indiana Laborers Training Trust Fund shall be administered in accordance with all provisions of applicable law.

## ARTICLE XIII

### VOLUNTARY LABORERS POLITICAL LEAGUE (LPL) CHECK-OFF

Section 1. The Employer may deduct and transmit to the Laborers Local #41 Political Fund and/or Laborers Local #81 Political Fund \$.05 for each hour worked from the wages of those Employees who have voluntarily authorized Laborers Political League (LPL) contributions or the amount normally deducted in each applicable Local Union or District Council Agreement. The Employer shall retain two percent (2%) of the proceeds of the LPL check-off to cover its reasonable administrative expenses in administering the check-off. Transmittals shall occur monthly, and shall be accompanied by an indication on the benefit reporting form of those Employees for whom such deductions have been made, and the amount deducted for each such Employee.

Section 2. The Laborers International Union of North America Locals #41 and #81 agree to indemnify and hold harmless the Employer from any and all claims, actions and/or proceedings arising out of said Laborers Political League.

## ARTICLE XIV

### NOTIFICATION

Section 1. The Employer or his authorized representative shall contact the Local Union of the Party of the Second Part for all hires covered by this Agreement before placing them on the Employer's payroll.

In the event an Employer signatory hereto violates this Article, the Union shall have the right to file a grievance.

## ARTICLE XV

### PRE-JOB CONFERENCE

Section 1. Upon written notice or e-mail request by either Party, a pre-job conference will be held five (5) working days prior to the time the Employees of such Employer begin work, for all projects executed per the terms of this agreement with a total project value of \$250,000 or greater. For projects executed per the terms of this agreement with a total project value of \$100,000 to \$249,999.99, the contractor will notify the union via e-mail five (5) working days prior to mobilization.

Section 2. If either Party refuses to honor the request for a pre-job conference within five (5) working days from receipt of requested pre-job conference or does not abide by a previously agreed and signed pre-job conference or in the event a pre-job is not mutually agreed to and signed by both Parties upon request, the Local Union has the right to picket, strike and/or withhold Employees and/or levy a \$500 fine. However, no picketing, striking, withdrawal or withholding of Employees will occur until the State of Indiana District Council has had an opportunity to investigate said violation.

Section 3. Likewise, it shall not be in violation of this Agreement for an Employer to commence work without such requested pre-job conference, if the Union fails to meet for a pre-job conference on a date prior to that scheduled by the Employer for the commencement of work.

## ARTICLE XVI

### WORKING HOURS AND OVERTIME

Section 1. Work Week/Work Day:

(a) The regular work week shall be a forty (40) hour week, Monday a.m. through Friday p.m. The project starting time shall be established in the pre-job conference

(Article XV). Once established, the project starting time shall not be changed without mutual consent of both parties.

(b) If an Employee is required to start work prior to the regular starting time established in the pre-job conference, said Employee shall receive one and one-half (1 ½) times the regular rate of pay for each hour worked prior to the regular starting time.

(c) At the pre-job conference, the Contractor shall be entitled to elect working his Employees under one of two options.

1. On the basis of five (5) consecutive work days, Monday through Friday, eight (8) hours per day, or;
2. On the basis of four (4) consecutive work days, Monday through Thursday, ten (10) hours per day.

(d) The option selected during the pre-job conference must be mutually agreed to and may be changed only by the Contractor giving notification to the Union five (5) days in advance of such change.

(e) If the Contractor elects Option 1, all hours worked by the Employee in excess of eight (8) hours in any one day (exclusive of lunch period) or over forty (40) hours in one work week (Monday through Friday) shall be paid at the rate of one and one half (1 ½) times the regular rate of pay.

(f) If the Contractor elects option 2, all hours worked by the Employee in excess of ten (10) hours in any one day (exclusive of lunch period) or over forty (40) hours in any one work week (Monday through Thursday) shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay.

Section 2. Mason Tenders – It is agreed and understood that Mason Tenders who start work before the established project starting time will be paid one and one-half (1 ½) times the regular rate of pay for those early hours.

Section 3. Sundays and Holidays:

a) Work performed on Sundays and Holidays will be paid at double (2x) the regular rate of pay. Holidays recognized by this Agreement are New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. (No work shall be performed on Labor Day except to save life or property). On a jobsite where another craft employed by the same contractor has the day after Thanksgiving, the Laborers will be granted the same Holiday.

#### Section 4. Reporting to Work:

##### OPTION 1. Five (5) eight (8) hour days:

(a) The Employer will not be obligated to pay any Laborer appearing for work if failure to go to work is due to inclement weather, Acts of God, vandalism, or a work stoppage by another craft. Otherwise, two (2) hours of pay at the regular rate will be allowed for two (2) hours time for reporting to work, provided the Laborer remains at the jobsite to perform whatever work may be assigned to him.

(b) If an Employee actually starts to work, he shall receive four (4) hours pay, except in cases of inclement weather, Acts of God, vandalism, or a work stoppage by another craft.

(c) If an Employee works for longer than four (4) hours, he shall be paid for eight (8) hours, except in cases of inclement weather, Acts of God, vandalism, or a work stoppage by another craft.

##### OPTION 2. Four (4) ten (10) hour days:

(a) The Employer will not be obligated to pay any Laborer appearing for work if failure to go to work is due to inclement weather, Acts of God, vandalism, or a work stoppage by another craft. Otherwise, two (2) hours of pay at the regular rate will be allowed for two (2) hours' time for reporting to work, provided the Laborer remains at the jobsite to perform whatever work may be assigned to him.

(b) If an Employee actually starts to work, he shall receive five (5) hours pay, except in cases of inclement weather, Acts of God, vandalism, or a work stoppage by another craft.

(c) If an Employee works for longer than five (5) hours, he shall be paid for ten (10) hours, except in cases of inclement weather, Acts of God, vandalism, or a work stoppage by another craft.

(d) On overtime work, under Option 1 or Option 2, if an Employee reports to work, he shall receive two (2) hours pay at the regular rate of pay, except in cases of inclement weather, Acts of God, vandalism, or a work stoppage by another craft.

(e) On overtime work, under Option 1 or Option 2, if an Employee starts to work, he shall receive four (4) hours of premium pay or the actual hours worked times the premium rate of pay (whichever is greater) except in cases of inclement weather, Acts of God, vandalism, or a work stoppage by another craft.

(f) It is understood that, consistent with this Section, the Employee will not be docked for time lost due to breakdowns of machinery or while waiting for materials.

Section 5. Clothing and Equipment – The Employer will furnish special wearing apparel such as rain hats, coats and boots to protect the Employee when working in inclement weather or adverse conditions. The Employer will also furnish safety equipment such as safety hats, safety goggles, respirators and protective masks and slip-over boots for all Employees working in concrete. The Employer will furnish safety or steel toe footwear and metatarsal footwear when required as PPE by the owner to the Employee. It is agreed and understood that the Employer will be permitted to charge any Employee for such wearing apparel and safety equipment should the Employee fail to return any item issued to him. Any Employee required to work in hazardous environments will be provided all equipment that is required, including gloves.

Section 6. Lunch:

a) A lunch period of thirty (30) minutes will be established between the three and one-half (3 ½) and the four and one-half (4 ½) hour of the regular work day. The Employer will provide a suitable and sanitary place to eat.

b) When an Employee is required to take his lunch period after the four and one-half (4 ½) hour, said Employee will be paid at one and one-half (1 ½) times the regular rate of pay for the thirty (30) minute lunch period and shall be allowed a fifteen (15) minute lunch period at his regular rate of pay.

c) After ten (10) hours of work, the Employees will be granted a twenty (20) minute paid lunch period. When Employees are required to work through this second lunch period, they will be paid an additional twenty (20) minutes at the applicable overtime rate of pay. This second lunch period will be taken consistent with the other trades, when feasible.

d) A paid fifteen (15) minute break shall be allowed for all Employees covered by this Agreement between the 2nd and 3rd hour of the regular work day, unless the Employees are pouring concrete or work being performed to save life or property.

## ARTICLE XVII

### SHIFT WORK

Section 1. The Employer may elect to work not in excess of three (3) shifts. No work shall be considered shift work under this Article unless two (2) or more shifts are worked

for a period of three (3) consecutive days, except when the period required is broken by Sundays, Holidays, an Act of God, inclement weather or strike. If the shift is broken before such three (3) consecutive days, the applicable overtime rate will apply.

Section 2. When shifts are required, the first shift shall work eight (8) hours at the regular straight time rate. The second shift shall work seven and one-half (7 ½) hours and receive eight (8) hours pay at the regular straight time rate and eight (8) hours fringe benefits. The third shift shall work seven (7) hours and receive eight (8) hours pay at the regular straight time rate and eight (8) hours fringe benefits. When two (2) ten (10) or twelve (12) hour shifts are required, the first shift shall work eight (8) hours at the regular rate of pay with all hours thereafter paid at the applicable overtime rate except on Saturday, Sunday or any Holiday recognized in this Agreement which will be paid in accordance with Section 3 of this Article. The second shift shall work nine and one-half hours (9.5) for ten (10) hours pay and fringes as described above or eleven and one-half (11.5) hours for twelve (12) hours pay and fringes as described above with all hours in excess of eight (8) hours being paid at the applicable overtime rate.

Section 3. When Employees are required to work overtime on the First Shift, they shall be paid the established overtime rate of pay for all hours worked in excess of eight (8) hours on any one (1) shift.

Section 4. When Employees are required to work overtime on the Second Shift, they shall be paid the established overtime rate of pay for all hours worked in excess of seven and one-half (7 ½) hours. Fringes shall be paid on all hours worked.

Section 5. When Employees are required to work overtime on the Third Shift, they shall be paid the established overtime rate of pay for all hours worked in excess of seven (7) hours. Fringes shall be paid on all hours worked.

Section 6. When an Employee is required to work overtime, the Employer will be obligated to continue paying the applicable overtime rate until the Employee has had an eight (8) hour break.

## ARTICLE XVIII

### STEWARD

Section 1. When the Business Manager or his designated representative deems it advisable, he may, upon written notice to the Employer, appoint from the Employer's existing work force a Steward or Stewards on any given project. In the event an Employer is performing work on a project covered by this Agreement without the employment of any Local #41 or Local #81 members, the Union shall have the right to appoint a steward

from the respective Local Union to be employed. This is not to be interpreted that Local #41 or #81 is only entitled to one member on the project. All Stewards will have Union training, or will be afforded the opportunity to receive the Stewards training during non-work hours, provided they are willing to be trained. Said Steward is to be recognized by the Employer and he shall have the right to act on any grievance without discrimination. Said Steward shall be a working Employee and shall be retained on any given project as long as, or when any Employee covered by this Agreement is employed on the project by the Employer, in accordance with Article VII, Section 1 (b).

Section 2. In case the Steward cannot settle any dispute or grievance, the Business Manager shall be notified to take up with the Party of the First Part said grievance. For all purposes of this Agreement, it is understood that the duties of the Steward are limited to:

- (a) To insist that the provisions of this Agreement be complied with by the First and Second Parties.
- (b) To report to the Business Manager any question that he cannot settle with the Party of the First Part.
- (c) To report unsafe conditions to the Job Superintendent.

Section 3. When the Employer starts a special crew or 2<sup>nd</sup> or 3<sup>rd</sup> shift crews, he will not be compelled to use the same Steward on the special or shift work as on the regular work. When overtime or weekend work is required, the Steward will have the first opportunity to work unless the Employer needs an Employee who possesses a certain skill the Steward cannot perform. In the event of an emergency, the Employer may determine the most qualified Employee called. In this case, the Steward will be the second person called.

Section 4. In the event of a general lay-off by the Employer for any reason, the Steward shall be the first Employee recalled, unless the Employer needs an Employee who possesses specific skills that a Steward cannot perform. In that event, the Employer may recall another Employee and the Steward will be the second man recalled.

## ARTICLE XIX

### NON-VIOLATION

Section 1. It shall not be a violation of this Agreement, if an Employee or Employees cease work because of:

- (a) Dispute arising out of the failure of the individual Employer to meet the payroll for Employees covered by this Agreement.
- (b) Dispute because a payroll check is dishonored.
- (c) Non-payment of contributions set forth under Article VIII, Article IX, Article X, Article XI and Article XII, covering the Trust Funds under the respective Articles mentioned herein and Article V covering Working Dues deductions and as in the manner and accordance as prescribed herein, provided the Employer is sixty (60) days delinquent.
- (d) Failure of an individual Employer to comply with the terms and provisions of Article XV of this Agreement, covering Pre-Job Conferences.

## ARTICLE XX

### PAY-DAY

Section 1. The Employer shall pay Employees weekly and the payment shall be in full for the payroll period and shall be in cash or by check. If payment is not received on the regular scheduled payday by the Employer or Employees there will be a 4 hour per day penalty for every workday the Employer or Employees have to wait for their pay that was due on that regular scheduled pay day. In the event Employees covered by this Agreement are laid off permanently or discharged, they shall be paid immediately. It is strictly understood and agreed that, should any Employee discharged or laid off permanently be required to report the next morning to collect his pay he shall receive four (4) hours show up pay for reporting for his pay for each subsequent morning on which he returns until paid. Employees who quit voluntarily shall be paid at the next regular pay day. However, when Employees are laid off or discharged between the hours of 6:00 p.m. Friday through 8:00 a.m. on Monday because of unscheduled or emergency requirements, the Employee will be paid by 11:00 a.m. Monday, unless special arrangements are made with the Employer. This will in no way supercede the Employer's requirement to pay the regular scheduled payday or lay-off as outlined above.

Section 2. Each weekly pay shall be accompanied by a statement listing the name of the Employee and Employer, the date, the number of hours worked, both straight and overtime, the monies deducted and for what purpose said deductions were made.

## ARTICLE XXI

### SAFETY

Section 1. The Employer agrees to provide safe working conditions and practices as set forth in current Safety Standards for the Construction Industry.

Section 2. It is agreed that all Employees covered by this Agreement shall fully comply with all safety directives issued by the Employer and shall properly utilize all safety equipment provided by the Employer when so directed. Failure to comply with these provisions may be cause for discharge. Furthermore, it is agreed and understood that the Employee shall retain the right to refuse to work under conditions considered to be hazardous or unsafe.

## ARTICLE XXII

### WORKER'S COMPENSATION

Section 1. The Employer agrees to ensure that all Worker's Compensation claims will be filed in the most timely and expeditious manner and in any event not later than seven (7) days following the illness or injury. Upon request, the Employer agrees to provide the Employee and/or the Local Union involved the name and address of the Employer's insurance carrier.

## ARTICLE XXIII

### ELIMINATION OF RESTRICTIONS

Section 1. No rules, customs or practices shall be permitted that limit production or increase the time required to do any work. There shall be no limitation or restriction of the use of machinery, tools, or other labor-saving devices, except that no shovel larger than a No. 2 shall be used other than on snow and light weight materials.

## ARTICLE XIV

### SUB-CONTRACTOR

Section 1. The Employer shall not contract any work covered by this Agreement to be done at the site of construction, alterations, repairs or any new construction to any person, firm or company that does not have an existing labor agreement or will not sign an agreement with the Union covering such work within the scope of this Agreement.

Provisions of this Sub-Contracting Clause shall be suspended for the following conditions on a project:

1. A signatory contractor acting in the capacity of a CMc who is complying with applicable legal public works and responsible bidder contract bidding and award requirements required by House enrolled ACT 1196. Furthermore, the CMc shall have no liability under this Article.

Section 2. This Agreement shall also apply to any work covered by this Agreement that is performed by a joint venture in which the Employer has an ownership interest and the Employer agrees on behalf of any such joint venture in which the Employer has an ownership interest that the joint venture will comply with the requirements of this Article.

## ARTICLE XXV

### MANAGEMENT RIGHTS

Section 1. The Employer retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement.

## ARTICLE XXVI

### UNIFORMITY

In the event that any other employer or employer group reaches an agreement with the Laborers International Union of North America, State of Indiana District Council covering in any part the same work as this Agreement, that is in the opinion of the Association in any respect more favorable than a term of this Agreement, then said term shall be a part of this Agreement as of the effective date of the more favorable provision. The Laborers International Union of North America, State of Indiana District Council shall notify the Association, by certified mail, return receipt requested, within seven (7) calendar days of entering into any agreement with any other employer or employer group covering any part of the same work as is covered by this Agreement, and shall provide the Association with a copy of any other labor agreement now or hereafter negotiated with anyone else covering in any part the same work as this Agreement but containing any different terms or conditions.

Within seven (7) calendar days of entering into an “Assent of Participation”, “Memorandum of Agreement”, or other similar agreement, the Laborers International Union of North America, State of Indiana District Council will notify by certified mail, return receipt requested, 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 Laborers International Union of North America, State of Indiana District Council and any other employer that are more favorable only by force of law.

## ARTICLE XXVII

### GRIEVANCE PROCEDURE

Section 1. (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 Part and Second Part. It is agreed by the Parties that all grievances, disputes, or claims, which may arise with respect to the enforcement or interpretation of any of the terms of this agreement are to be resolved in the following manner:

All grievances, disputes, or claims which may arise between Employers signatory to this Agreement or Employees who have accepted this Agreement and thus become parties hereto shall be resolved in the following manner:

(1) The dispute shall first be discussed by the Job Steward or other Union Representative and the Employer’s Foreman and/or Superintendent.

(2) If the grievance is not resolved, then the dispute shall be referred to the Business Representative of the Union and the Employer’s Representative.

(3) In the event said dispute has not been resolved, the State of Indiana District Council, through its Representative, shall meet with the Employer’s Representative, in an attempt to resolve said dispute.

(4) In the event that the dispute is not settled, either Party may, through written notice to the other Party, submit the grievance or dispute to final and binding arbitration.

(5) The Arbitrator shall be selected in the following manner:

The Federal Mediation and Conciliation Service shall be requested to submit a panel of arbitrators of which names are alternately struck until the remaining arbitrator, whose name remains on the list, shall serve as the arbitrator to hear and decide the dispute and/or grievance. The arbitrator’s decision shall be final and binding on both parties.

It is agreed, however, that compliance with a final decision of the arbitrator pending a judicial review of such decision shall not be deemed a waiver of the right to seek judicial review.

The cost of the arbitrator shall be borne equally by both Parties to the grievance and/or dispute.

Section 2. Notice of the grievance or dispute shall be made to the Employer and Local Union involved, in writing, by certified mail, within ten (10) 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 Local Union within ten (10) days after the alleged violation shall be deemed to have been waived.

Section 3. Copies of the decision made by the Grievance Committee and/or the Arbitrator shall be mailed to the Employer and the Union.

Section 4. 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, or between this and any other unit or units of Organized Labor, or between other units of Organized Labor, or between any unit or units of Organized Labor and any other division of the Construction Industry.

Section 5. EXCEPTIONS – Notwithstanding the other provisions of this Article, it shall not be a violation of this Agreement if any Employee or Employees of an Employer cease work or picket because of non-payment of wages, dishonored payroll checks, non-payment of Health and Welfare contributions, Pension contributions, Training contributions, and/or Working Dues deductions by said Employer.

## ARTICLE XXVIII

### MOST FAVORABLE TERMS

If the Association has entered into (or allowed employers to enter into) another Agreement with the Union that applies to work that may also be covered by this Agreement, then the employer may select the agreement which applies the most favorable terms to execute the work.

## ARTICLE XXIX

### GENERAL PROVISIONS

Section 1. This Agreement covers the entire understanding between the Parties hereto. No oral or written rule, regulation, or understanding not incorporated herein will be of any force or effect upon any Party hereto.

Section 2. This Agreement shall apply from and after its effective date as hereinafter provided.

Section 3. The Employer shall at all times provide sanitary drinking water and containers, iced water when necessary, and toilet facilities, same to be stationed conveniently to all Employees.

Section 4. The Employer shall make reasonable efforts to make provisions for permitting access to the job site by the Business Manager of the Local Union, or his duly appointed Field Representative. If the Business Manager of a Local Union is denied access to a job site for the purpose of transacting business, he shall notify the main office of the Employer to assist him in obtaining admission.

Section 5. When a job is located within a Plant, the Employer shall provide (for regular shifts) adequate means for transporting Employees from the Plant entrance, to the job, provided the operation of the job is one-half (1/2) mile or more from the Plant entrance. Vehicles shall be properly covered during cold or inclement weather. When this condition exists, Employees will go in to work on their time and go out from work on the Employer's time.

Section 6. When any Employee or Employees work in two (2) or more Classifications during the period of the first half of the shift, he or they shall receive the wage rate of the highest Classification for such period and an Employee or Employees working in two (2) or more Classifications during the second half of the shift shall receive the wage rate of the highest Classification for such period.

Section 7. Any Contractor who signs this Agreement to perform work covered by this Agreement has the option of signing any other Agreement negotiated by the State of Indiana District Council of Laborers and any other Employer Group covering any and all work of the Construction Industry covered by the Laborers and pay the applicable wages, fringes and other conditions contained therein. If the Employer is signatory to another collective bargaining agreement with the Laborers International Union of North America, State of Indiana District Council that covers work covered by this Agreement and the Employer elects to perform such work under such other collective bargaining agreement, then the employer shall have no obligations to pay the wage rates, pay the fringe benefit

contributions, and/or to perform the other obligations under this Agreement, but instead shall pay the wage rates, pay the fringe benefit contributions, and perform the other obligations under the other collective bargaining agreement for such work.

Section 8. Upon request by the Employer, the Employees' training and/or work record will be made available.

## ARTICLE XXX

### INDUSTRY FUND

Section 1. Each Employer signatory to this Agreement hereby agrees to contribute to the Construction Advancement Foundation of Northwest Indiana (hereinafter "CAF"), the amount in cents per hour as shown in Article XXXI, for each hour worked by the Employees covered by this Agreement, it being understood and agreed that the enforcement, administration, etc., is solely the responsibility of the Employer, through the CAF in accordance with all Federal and State laws and regulations covering such Trust Funds.

Section 2. It is expressly understood and agreed that no Employee, Employer or Union has any vested or proprietary interest in or right to any sum constituting a part of CAF or the funds contributed to CAF.

Section 3. It is expressly understood and agreed that the Board of Directors of the CAF have the authority to conduct an audit of the records of any Employer to determine whether such Employer is contributing to the CAF in accord with the provisions of this Article. It is further understood that, in the event an Employer is determined to be delinquent and/or to have failed to make contributions as required in this Article, any legal expenses of the CAF, including attorney fees, court costs and audit expenses, incurred in the audit and collection of such delinquent and/or non-contributed funds shall be borne by the Employer. It is further understood and agreed that such Employer shall be obligated to pay any delinquent contributions to the CAF with interest charged at the rate of twelve percent (12%) per annum.

It is expressly understood and agreed that no Employee, Employer or Union shall have any vested or proprietary interest in or right to any sum constituting a part of CAF.

ARTICLE XXXI

SCHEDULE OF FRINGE BENEFIT  
CONTRIBUTIONS

Section 1. In addition to the hourly wage rates listed hereinafter, Fringe Benefit Contributions to the Health & Welfare Fund, Pension Fund, Training Trust Fund, Annuity, HRA, Industry Fund (CAF) and BCRC for the designated periods shall be as follows:

EFFECTIVE	H-W	PENSION	TRAINING	ANNUITY	HRA	CAF	BCRC
6-1-2018 to 5-31-2019	\$6.25	\$11.55	\$0.55	\$2.50	\$0.35	\$0.12	\$0.10
6-1-2019 to 5-31-2020	\$6.50	\$12.05	\$0.55	\$3.00	\$0.40	\$0.12	\$0.10
6-1-2020 to 5-31-2021			\$1.80 to be allocated at a later date				
6-1-2021 to 5-31-2022			\$1.50 to be allocated at a later date				
6-1-2022 to 5-31-2023			\$1.60 to be allocated at a later date				

ARTICLE XXXII

HOURLY WAGE RATES

Section 1. For the purpose of clarification and to assist in determining the hourly wage rates applicable to specific Classifications of Work, the following hourly wage rates apply in the given Area. It is understood and agreed that pyramiding of Category Rates and/or Foreman Rates is not the intention of this Agreement and shall not be permitted.

**CATEGORY I.** Is the Basic Hourly Wage Rate and shall be paid on the following classifications:

**A. Building Work (all work inside the building line)**

<b>EFFECTIVE</b>	<b>WAGES</b>	<b>TOTAL PACKAGE</b>
6-1-2018 to 5-31-2019	\$35.83	\$57.25
6-1-2019 to 5-31-2020	\$36.03	\$58.75
6-1-2020 to 5-31-2021	TBD	\$60.55
6-1-2021 to 5-31-2022	TBD	\$62.05
6-1-2022 to 5-31-2023	TBD	\$63.65

Building and Construction Laborers  
Scaffold Builders (other than for Masons or Plasterers)  
Ironworker Tenders  
Mechanic Tenders  
Civil Engineer Tenders and Surveyor Tenders

Rodmen & Chainmen  
Roofer's Tenders  
Railroad Workers  
Masonry Wall Washers (interior & exterior)  
Cement Finisher Tenders  
Carpenter Tenders  
Tenders of all other Crafts not listed  
All Portable Water Pumps  
Waterproofing  
Handling of creosote lumber or like treated material (excluding railroad material)  
Asphalt Rakers & Lutemen  
Kettlemen  
Earth Compactors  
Jackmen & Sheetmen working ditches deeper than six (6) feet in depth  
Laborers working ditches six (6) feet in depth or deeper  
Assembly of Unicrete Pump  
Tile Layer (sewer or field) & Sewer Pipe Layers (metallic or non-metallic)  
Motor driven wheelbarrows and concrete buggies  
Hyster Operators  
Pump Crete Assemblers  
Skidster Loader with Attachments Operator  
Core Drill Operators  
Cement, Lime or Silica Clay Handlers (bulk or bag)  
Handling of Toxic Materials Damaging to Clothing  
Pneumatic Spikers  
Deck Engine and Winch Operators  
Water Main & Cable Ducking (metallic & non-metallic)  
Screed Man or Screw Operator on Asphalt Paver  
Chain Saw and Demolition Saw Operators  
Concrete Saw  
Concrete Conveyor Assemblers  
Applying of curing compound  
Sinking of wellpoints  
Dewatering header systems  
Fire Stop Installers

**B. Highway Work**

<u>EFFECTIVE</u>	<u>WAGES</u>	<u>TOTAL PACKAGE</u>
	Lake, Newton Porter & LaPorte Counties	
6-1-2018 to 5-31-2019	\$30.24	\$51.66
6-1-2019 to 5-31-2020	\$30.44	\$53.16
6-1-2020 to 5-31-2021	TBD	\$54.96
6-1-2021 to 5-31-2022	TBD	\$56.46
6-1-2022 to 5-31-2023	TBD	\$58.06

<u>EFFECTIVE</u>	<u>WAGES</u>	<u>TOTAL PACKAGE</u>
	Starke & Jasper Counties	
6-1-2018 to 5-31-2019	\$27.47	\$48.89
6-1-2019 to 5-31-2020	\$27.67	\$50.39
6-1-2020 to 5-31-2021	TBD	\$52.19
6-1-2021 to 5-31-2022	TBD	\$53.69
6-1-2022 to 5-31-2023	TBD	\$55.29

**C. Site and utility work (all work outside the building line, including in the right-of-way):**

<u>EFFECTIVE</u>	<u>WAGES</u>	<u>TOTAL PACKAGE</u>
	Lake, Newton and Jasper Counties	
6-1-2018 to 5-31-2019	\$31.07	\$52.49
6-1-2019 to 5-31-2020	\$31.27	\$53.99
6-1-2020 to 5-31-2021	TBD	\$55.79
6-1-2021 to 5-31-2022	TBD	\$57.29
6-1-2022 to 5-31-2023	TBD	\$58.89

<u>EFFECTIVE</u>	<u>WAGES</u>	<u>TOTAL PACKAGE</u>
	Porter, Starke, and LaPorte Counties	
6-1-2018 to 5-31-2019	\$30.72	\$52.14
6-1-2019 to 5-31-2020	\$30.92	\$53.64
6-1-2020 to 5-31-2021	TBD	\$55.44
6-1-2021 to 5-31-2022	TBD	\$56.94
6-1-2022 to 5-31-2023	TBD	\$58.54

**CATEGORY II.** The following classifications shall be paid an hourly wage of:

<u>EFFECTIVE</u>	<u>WAGES</u>	<u>TOTAL PACKAGE</u>
6-1-2018 to 5-31-2019	\$36.58	\$58.00
6-1-2019 to 5-31-2020	\$36.78	\$59.50
6-1-2020 to 5-31-2021	TBD	\$61.30
6-1-2021 to 5-31-2022	TBD	\$62.80
6-1-2022 to 5-31-2023	TBD	\$64.40

- Plaster Tenders
- Mason Tenders
- Mason Scaffold Builders
- Mason Forklift Operator
- Mortar Mixers
- Welders (acetylene or electric)
- Cutting Torch or Burner
- Plaster Machine Operators
- Gunite Machine Operators
- Cement Nozzle Laborers
- Cement Gun Operators
- Water Blast Machine Operators
- Air Tool Operators and all Pneumatic Tool Operators, Air and Electric Vibrators and Chipping Hammer Operators
- All Boiler Setters Laborers, including expeditors, bottom men, Refractory Laborers, bell men, and Mason Tenders
- Hydromobile Scaffold Operator

**CATEGORY III.** The following classifications shall be paid an hourly wage of:

Effective	Laborer Foreman	Mason Tender Foreman	General Foreman	Mason Tender General Foreman
6-1-2018 to 5-31-2019	\$36.63	\$37.38	\$37.33	\$38.08
6-1-2019 to 5-31-2020	\$36.83	\$37.58	\$37.53	\$38.28
6-1-2020 to 5-31-2021	TBD	TBD	TBD	TBD
6-1-2021 to 5-31-2022	TBD	TBD	TBD	TBD
6-1-2022 to 5-31-2023	TBD	TBD	TBD	TBD

**CATEGORY IV.** The following classifications shall be paid an hourly wage of:

<u>EFFECTIVE</u>	<u>WAGES</u>	<u>TOTAL PACKAGE</u>
6-1-2018 to 5-31-2019	\$36.83	\$58.25
6-1-2019 to 5-31-2020	\$37.03	\$59.75
6-1-2020 to 5-31-2021	TBD	\$61.55
6-1-2021 to 5-31-2022	TBD	\$63.05
6-1-2022 to 5-31-2023	TBD	\$64.65

- Dynamite Men
- Drillers – air track or wagon drilling for explosives
- Laborer Specialist
- Asbestos removal
- Hazardous waste removal
- Lead based paint removal
- Mold Remediation

**CATEGORY V.** shall include Watchmen and Gatemen (day or night) whose wage rates and fringe benefit hours will be negotiated on an individual basis by and between the Employer and the Local Union involved at the pre-job conference.

**CATEGORY VI.** Shall cover Caisson and Tunnel Work in compressed & free air and the following classifications shall be paid an hourly wage of:

<u>EFFECTIVE</u>	<u>WAGES</u>	<u>TOTAL PACKAGE</u>
6-1-2018 to 5-31-2019	\$37.33	\$58.75
6-1-2019 to 5-31-2020	\$37.53	\$60.25
6-1-2020 to 5-31-2021	TBD	\$62.05
6-1-2021 to 5-31-2022	TBD	\$63.55
6-1-2022 to 5-31-2023	TBD	\$65.15

- Cage Tenders
- Dump Men
- Flagman, Signalman, Top Laborers
- Rod Men
- Concrete Repairmen
- Lock Tenders (Pressure Side)
- Motor Men
- Muckers
- Grout Machine
- Track Layers

Air Hoist  
 Key Board  
 Agitator Car  
 Car Pushers  
 Concrete Laborers  
 Grout Laborers  
 Lock Tenders (Free Air Side)  
 Steel Setters  
 Tuggers  
 Switchmen  
 Mucking Machine  
 Laser Beam  
 Liner Plate & Ring Setter  
 Shield Drivers  
 Power Knife  
 Welders – Burners  
 Pipe Jacking Machine  
 Skinners  
 Maintenance Technician  
 Miner  
 Bricklayer Tenders  
 Concrete Blowers  
 Drillers  
 Erectors  
 Form Men  
 Jackhammermen  
 Mining Machine  
 Dynamite Men  
 Drillers-air track or wagon drilling for explosives

1. The premium over and above wages and classifications for all Employees working in compressed air shall be as follows:

		6-1-18	6-1-19	6-1-20	6-1-21	6-1-22
0-15 Pounds	\$1.00 per hour	\$36.83	\$37.03	TBD	TBD	TBD
16-20 Pounds	\$1.50 per hour	\$37.33	\$37.53	TBD	TBD	TBD
21-26 Pounds	\$2.00 per hour	\$37.83	\$38.03	TBD	TBD	TBD
27-33 Pounds	\$3.00 per hour	\$38.83	\$39.03	TBD	TBD	TBD
34 Pounds & Over	\$4.00 per hour	\$39.83	\$40.03	TBD	TBD	TBD

2. The scale of wages for Labor Foreman and Sub-Foreman shall be as follows:

		6-1-18	6-1-19	6-1-20	6-1-21	6-1-22
General Foreman	\$1.00 per hr.	\$38.33	\$38.53	TBD	TBD	TBD
Foreman	\$0.50 per hr.	\$37.83	\$38.03	TBD	TBD	TBD

**\*CATEGORY VII.** shall cover High Time Pay for Stacks & Chimneys.

\*To be the same as set forth in the Laborers' International Union of North America Agreement covering Stacks, Chimneys and Silos.

**CATEGORY VIII – RAILROAD MAINTENANCE:** shall cover the following:

Section 1. All rail maintenance, rehabilitation, and other work on mainlines, sidings and service lines that are let by railroad companies, transit commissions, transit authorities, public or private owners of such facilities, which includes but is not limited to the following and work performed will be paid for under the wage rates contained herein.

- (a) The replacement of components and adjustment in alignment of grades of existing rail facilities.
- (b) Repair or replacement of components of fences, cattle guards, snow sheds, motor car set off, and other facilities located on railroad, public or private properties, and right-of-ways of same.
- (c) The care of railroad and transit commissions and transit authorities owned properties, public or private, including patrolling, inspection, mowing, brush cutting and spraying, drainage work and all general caretaking work.
- (d) The repair or replacement of roadway or railway crossings.
- (e) Painting and replacement of components of railway bridges and signal lines and signs.
- (f) All emergency work, such as snow removal, flood damage, damages occurring on derailments, including all clean-up and repair in connection therewith which may be performed by the Employer.
- (g) All maintenance, rehabilitation, track removal and other work that may be performed for the railroad companies and transit commissions and/or transit authorities on their properties, or on public and private properties, including

relocation of existing tracks where such relocation of tracks are not in connection with buildings, highway, heavy or engineering projects.

- (h) It shall also include all new Construction in conjunction with a building, highway, heavy or engineering project on all railroad transit commissions, transit authorities, public or private owners of such facilities.
- (i) It shall include railroad construction where rails are laid to a new facility to service same, whether new or used materials are used.

**CATEGORY IX – Apprentices**

Section 1. New applicants for membership who cannot provide reasonable proof of 4,000 or more hours of employment as a Construction Craft Laborer (or alternatively, cannot demonstrate equivalent skills in a placement examination administered by the Joint Apprenticeship and Training Committee (JATC) shall, whenever possible, enter the Apprenticeship program. Any person entering but failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer as a Journeyworker under this Agreement. The failure of any Apprentice to maintain his or her Apprenticeship status shall obligate the Employer to discharge such person upon notice from the Union.

Section 2. The Apprenticeship and Training Standards approved by the Federal Bureau of Apprenticeship and Training or State Apprenticeship Committee are hereby incorporated by reference as a part of this Agreement.

Section 3. The Apprentice wage rates are:

	Hours of Credit	Wage Rate
1 <sup>st</sup> period	0 – 1000 hours	75% of journeyworker rate
2 <sup>nd</sup> period	1001 – 2000 hours	85% of journeyworker rate
3 <sup>rd</sup> period	2001 – 3000 hours	90% of journeyworker rate
4 <sup>th</sup> period	3001 – 4000 hours	95% of journeyworker rate

Section 4. Entry into the Apprenticeship program shall be controlled by the JATC, which shall employ appropriate testing and screening procedures. An Apprentice advances from one hours-of-credit and wage-rate category to another only upon determination of satisfactory performance by the JATC, which shall have the authority to grant accelerated credit where warranted by the performance of an individual apprentice.

Section 5. The Employer shall participate in the Apprenticeship program by accepting Apprentices for employment upon referral by the Union. The Employer is not obligated to accept more than one (1) Apprentice for every five (5) Journeyworkers commencing with the sixth Laborer employed.

Section 6. The Employer may not employ an Apprentice until at least one Journeyworker is employed and thereafter may not employ more than one (1) Apprentice for every additional three (3) Journeyworkers.

Section 7. An Apprentice should, whenever possible, be rotated by the Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Employer is unable to provide an Apprentice with the experience in the full range of craft skills, the JATC may request the Local Union to reassign the Apprentice to other employment in order to provide that experience. For so long as the Employer is able to provide the necessary range of employment experience, the Employer may choose to retain the apprentice from job to job, but shall notify the Local Union and JATC of all reassignments.

Section 8. An Apprentice shall not be penalized for taking off from work to attend offsite training (though time off for training is unpaid).

## **CATEGORY X – Commercial and Common Wage Projects**

Section 1 – Commercial Projects. For the purpose of making the contractor's signatory to this Agreement more competitive and to create added jobs for the unemployed members of Laborers' International Union of North America, State of Indiana District Council for and on behalf of its affiliated Local Unions 41/81, it is agreed that the wage rates for work being performed on projects defined in the following table titled "Commercial Eligible Projects" and hereinafter referred to as "Commercial Projects" shall be eighty (85%) per cent of the hourly wage rates listed in Category I thru IX in this Article XXXII. Fringe benefit contributions on Commercial Projects will be one hundred percent (100%) as designated in Article XXXI Schedule of Fringe Benefit Contributions.

1. The Commercial Projects wage in this section shall apply as long as one other craft is working at a reduced rate for a similar market recovery or commercial agreement on the project.
2. Annual increases to the hourly wage rates listed in Category I thru IX and the Schedule of Fringe Benefit Contributions will apply to the calculated wage and benefits in this section.
3. This Section 1 does not apply to projects in Lake and Porter counties.
4. This Section 1 does not apply to projects that are performed under a Project Labor Agreement (PLA).

<b>Commercial Eligible Projects</b>				
<b>Business Type</b>	<b>Maximum Size (Square Feet or stories)</b>			
	<b>New construction</b>	<b>Addition</b>	<b>Renovation</b>	<b>Notes:</b>
Churches	20,000	20,000	40,000	
Funeral Homes	20,000	20,000	40,000	
Commercial Businesses	20,000	20,000	40,000	
Food and Dining Establishments	20,000	20,000	40,000	
Warehouses	40,000	40,000	80,000	
Nursing Homes	2 Stories	50,000	50,000	
Retail Establishments	20,000	20,000	40,000	
Shopping Centers	30,000	30,000	60,000	
Wood Framed Motels/Hotels	No size restrictions			
Light Manufacturing	20,000,	20,000,	20,000	
Recreational and Fitness Centers	20,000	20,000	20,000	
Banks and Financial Services	10,000	10,000	10,000	
Automotive Repair and Service Shops	10,000	10,000	20,000	
Single Family Houses, Multi-Family Units, Condos, and any facility used for living quarters.	3 Stories	50,000	100,000	
Healthcare Facilities, except hospitals	10,000	10,000	20,000	

Section 2 – Common Wage Projects. Public bid projects with a common wage determination less than the hourly wage stated in Category I thru IX in Article XXXII will be paid at the stated common wage, but not less than eighty (80%) per cent of the hourly wage rates listed in Category I thru IX in this Article XXXII. Public bid projects that fall below the threshold and have no common wage determination shall be paid at eighty (80%) per cent of the hourly wage rates listed in Category I thru IX in this Article XXXII. Annual increases to the hourly wage rates listed in Category I thru IX and the Schedule of Fringe Benefit Contributions will apply to the calculated wage and benefits in this section.

## ARTICLE XXXIII

### GENERAL SAVINGS CLAUSE

Section 1. Any provision contained herein that is contrary to or held in violation of the Labor-Management Relations Act of 1947, as amended, or of any other law now in force or hereafter enacted, or, hereafter becoming effective, shall be void and of no force or effect, and this Agreement shall be construed as if said void provision herein were not a part thereof, it being intended, however, that the other provisions of this Agreement shall not be affected thereby. It is further agreed that, should compliance with any law or amendment therefore, or any order or regulation issued thereunder, now or hereafter in force and effect, prohibit the carrying out of any of the provisions of this Agreement, then to the extent of such deviation or prohibition, this Agreement shall be deemed to have been automatically amended effective on the effective date of such law, order or regulations. Such amendment to this Agreement shall remain in effect only so long as said law, amendment, order or regulation continues in force or until the expiration of this Agreement, whichever event shall first occur.

## ARTICLE XXXIV

### BONDING

Section 1. Every Employer who employs members of the Union and agrees to be covered or maintain the provisions of this Agreement shall be required by the Union to submit a surety bond payable in the combined name of Indiana Laborers Welfare Fund and Lake County & Vicinity Construction Workers Pension Trust Fund to insure the payment of fringe benefit obligations accruing under this Agreement. The Employer shall furnish a surety bond as prescribed below upon initial execution of this Agreement and within fourteen (14) days after January 1<sup>st</sup> of each year thereafter. Surety Bond shall be remitted to Lake County & Vicinity Construction Workers Pension Trust Fund, 2111 West Lincoln Highway, Merrillville, IN 46410. The amount of the surety bond shall be based on the previous year's monthly man hour average report to be provided by the contractor with its yearly bond as follows:

1-9 men	\$15,000.00
10-19 men	\$30,000.00
20-39 men	\$50,000.00
40 or more men	\$100,000.00

Section 2. A surety provider must have an A.M. Best rating of A- and asset class VIII or better. All surety companies will be reviewed to insure that they meet the rating requirement.

Section 3. The Employer shall obtain the surety bond in the required amount, from a pre-approved list of acceptable surety bond companies provided by the Fringe Benefit Funds, and the benefit funds specified in this Agreement shall be the sole beneficiaries of the bond. The bond will be given to the Fringe Benefit Funds where it will be kept.

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

## ARTICLE XXXV

### HEALTH CARE

Section 1. Should either the State or Federal Government pass legislation mandating all Employers to participate in a national or statewide health care plan, it is agreed by the Parties to this Agreement to automatically open this Agreement within thirty (30) days of such passage to discuss same.

## ARTICLE XXXVI

### BCRC/DRUG TESTING

Section 1. The Union recognizes the right of the Employer to establish a drug testing policy for Employees.

Section 2. In all situations where an Employer is required to agree to a testing program in order to qualify to be the successful contractor on a project, testing may be required, in accordance with the standards of this program, or, if the owner's requirements for successful contractors are more stringent, in accordance with the owner's requirements. No adverse employment action shall be taken against a worker solely because he/she refused a job assignment that has a substance testing requirement.

Section 3. BCRC

- (A) The Association, the Union, various other Employer Associations, and various other unions are members of the Building and Construction Resource Center, Inc. (hereinafter "BCRC"), a non-profit corporation that was formed to provide services in the construction industry, including, but not limited to, education and referral services concerning alcohol, drug and other substance abuse, which

purposes are more fully defined in the Articles of Incorporation and By-Laws of said BCRC.

- (B) Each Employer under this Agreement shall pay to BCRC the amount as specified in Article XXXI of this Agreement per hour worked by each of its Employees covered by this Agreement. Each Employer is obligated to make such contributions, regardless of whether or not such Employer is a member of BCRC. The Employer may submit funds electronically.
- (C) Payments required to be made to BCRC shall be deemed to be governed by the provisions of this Agreement pertaining to the collection of the Health and Welfare and Pension payments required to be made by the Employer and thus, may be enforced in the same manner.
- (D) The Board of Directors of BCRC will have full audit authority of the Employer's books and records as they pertain to this contribution. It is further understood that, in the event an Employer is determined to be delinquent and/or to have failed to make contributions as required in this Article, any legal expenses of the BCRC, including attorney fees, court costs and audit expenses, incurred in the audit and collection of such delinquent and/or non-contributed funds shall be borne by the Employer. It is further understood and agreed that such Employer shall be obligated to pay any delinquent contributions to the BCRC with interest charged at the rate of twelve percent (12%) per annum.
- (E) The Employees covered by this Agreement will abide by the provisions of the BCRC substance abuse program and policies.
- (F) If, during the effective dates of this Agreement, there is an increase in the required contributions to the Building and Construction Resource Center, Inc. or the Construction Advancement Foundation, Inc., as determined by their respective Board of Directors, the new contribution rate will be immediately recognized and paid by the Employer as part of their usual obligations. If an increase is necessary, notification must be received by the Indiana Laborers District Council on or before March 1<sup>st</sup> and will be effective June 1<sup>st</sup>.

## ARTICLE XXXVII

### NOTIFICATION OF TERMINATION FORM (CODE OF PERFORMANCE)

The Employer agrees to designate discharges “for cause,” when appropriate, as described in the attached Notification of Termination Form for purposes of the Union’s Code of Performance only. The Notification of Termination Form shall not be admissible in any grievance, arbitration, or proceeding, unless the Employer expressly agrees in writing to such admissibility.

This Article is intended only to assist the Union in implementing and administering its Code of Performance. This Article does not create any new or additional rights whatsoever for workers under the parties’ collective bargaining agreement, including, but not limited to, creating any new or additional right to reinstatement with or without back pay, from the Employer.

This Article does not create a responsibility or requirement for the Employer to implement the Union’s Code of Performance. The Union is implementing the Code of Performance as an internal union program for its membership. The Employer is merely cooperating with the Union’s implementation. The Employer’s only obligation under the Union’s Code of Performance is to complete and submit the Notice of Termination Form when appropriate, and the Employer has no obligation to participate in, agree to, or implement any aspect of the Union’s Code of Performance.

Except for the obligation to complete and submit the Notice of Termination Form when appropriate, this Article does not create any new or additional Employer rights, nor does this Article take away any Employer rights that are part of this Agreement or that exist for the Employer outside of this Agreement.

Local Unions #41 and #81 agree to defend, indemnify and hold harmless the Employer from any and all claims, actions, damages, settlements, costs, expenses (including, but not limited to attorneys’ fees) and/or proceedings arising out of said Code of Performance and/or the completion and/or submission of a Notice of Termination Form by the Employer.

## ARTICLE XXXVIII

### EFFECTIVE DATE

THIS AGREEMENT shall be in full force and effect from June 1, 2018 and was ratified by a majority of members of the NWI Contractors Association Inc. June 1, 2018 and

signed by the Laborers' International Union of North America, State of Indiana District Council, for and on behalf of its affiliated Local Unions #41 and #81 and shall continue in effect for the periods mentioned herein, expiring as of May 31, 2023.

In case either Party to this Agreement wishes to change the Agreement, at least sixty (60) days notice shall be given to the other Party prior to the expiration date. In case no such notice is given by either Party, the Agreement shall continue in effect from year to year until such notice is given at least sixty (60) days prior to the anniversary date.

PARTY OF THE FIRST PART

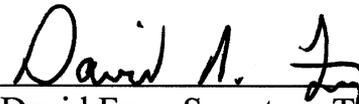
THE NWI CONTRACTORS  
ASSOCIATION INCORPORATED



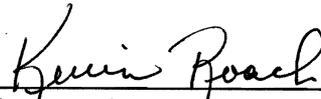
Theodore Vrehas, President  
Northwest Indiana Contractors  
Association Incorporated

PARTY OF THE SECOND PART

LABORERS' INTERNATIONAL  
UNION OF NORTH AMERICA,  
STATE OF INDIANA DISTRICT  
COUNCIL, FOR AND ON BEHALF OF  
ITS AFFILIATED LOCAL UNIONS  
#41 AND #81



David Frye, Secretary-Treasurer &  
Business Manager  
LIUNA State of Indiana District Council



Kevin Roach, Business Manager  
Local Union #41



Michael Campbell, Business Manager  
Local Union #81

ADDENDUM

**NOTIFICATION OF TERMINATION FORM**

*(Please type or print clearly)*

Instructions: Immediately upon termination of an Employee for any cause other than lack of work, please mail, fax or scan and email this completed form to the District Council or Local Union.

COMPANY NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY & STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE (\_\_\_\_\_) \_\_\_\_\_ BY \_\_\_\_\_  
(NAME OF AUTHORIZED PERSON)

NAME OF EMPLOYEE BEING TERMINATED \_\_\_\_\_

DATE OF TERMINATION: \_\_\_\_\_

REASON FOR TERMINATION: (Check one or more)

\_\_\_\_\_ Excessive Absenteeism                      \_\_\_\_\_ Excessive Tardiness

\_\_\_\_\_ Insubordination                                      \_\_\_\_\_ Theft

\_\_\_\_\_ Lack of Required Skills (this area cannot be checked for apprentices)

DIRECTORY  
LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA OFFICES

Laborers' International Union of North America  
905 - 16th Street Northwest  
Washington D C 20006-1765

Terence M. O'Sullivan, General President  
Armand E. Sabitoni, General Secretary-Treasurer

Laborers' International Union of North America  
Midwest Regional Office  
1 North Old State Capitol Plaza, Suite 525  
Springfield, IL 62701

John Penn, Vice President & Midwest Regional Manager

Laborers' International Union of North America  
State of Indiana

Stephen Folz, International Representative  
3528 Koring Road  
Evansville, IN 47720

## DIRECTORY

### LABORERS' INTERNATIONAL UNION

#### OF NORTH AMERICA

Laborers' International Union of North America

State of Indiana District Council

425 S 4th Street

Terre Haute, IN 47807

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E-mail [inldc@inldc.org](mailto:inldc@inldc.org)

Website [www.inldc.org](http://www.inldc.org)

David A. Frye, Secretary Treasurer & Business Manager

Brian C. Short, Field Representative & Organizer

#### LOCAL UNION 41

#### MUNSTER

Geographical Jurisdiction of Hammond, Indiana and Vicinity of Lake County, including all territories west of Cline Avenue, Lake Michigan Shoreline to Illinois State Line and south Counties of Newton and Jasper, Indiana.

Wm Kevin Roach, Secretary-Treasurer & Business Manager

Scott Sparks, Field Representative

Rick Henson Jr., Field Representative

Kevin Sparks, Field Representative & Organizer

550 Superior Avenue

Munster IN 46321

Phone (219) 924-7922

Fax (219) 924-7388

E-mail [local41@sbcglobal.net](mailto:local41@sbcglobal.net)

Website [www.laborers41.com](http://www.laborers41.com)

## LOCAL UNION 81

### VALPARAISO

Geographical Jurisdiction of Gary, Indiana & Vicinity, including all territories east of Cline Avenue, Lake County, Indiana, all territory north of U.S. Highway No. 20 Porter County, Indiana, including all Lake Michigan Shore Front east of Cline Avenue in Lake and Porter Counties and LaPorte and Starke Counties, Indiana.

Michael Campbell, Business Manager  
Dan McGlothin, Field Representative  
Ron Dillingham, Field Representative  
Ramon Mendoza, Field Representative  
Corey Campbell, Field Representative  
3502 Enterprise Ave  
Valparaiso, IN 46383  
Phone (219) 464-0695  
Phone (800) 858-7631  
Fax (219) 465-7682  
E-mail [liuna@laborers81.com](mailto:liuna@laborers81.com)  
Website [www.laborers81.org](http://www.laborers81.org)

## LOCAL UNION 120

### INDIANAPOLIS

Geographical Jurisdiction of Marion and Shelby Counties, Indiana.

J. Ward Daniels, Business Manager  
Chris Brickey, Field Representative  
Jesse Suarez, Field Representative  
Albert Lanham, Field Representative  
Kendrick Coleman, Field Representative  
Marty Corpuz, Field Representative  
William Fletcher, Jr., Organizer  
1520 East Riverside Drive  
Indianapolis, IN 46202  
Phone (317) 634-8551  
Fax (317) 685-1237  
E-mail [laborers120@laborers120.com](mailto:laborers120@laborers120.com)  
Website [www.inldc.org/local120](http://www.inldc.org/local120)

## LOCAL UNION 204

### TERRE HAUTE

Geographical Jurisdiction of Clay, Fountain, Greene, Hendricks, Owen, Parke, Putnam, Sullivan, Vermillion, Vigo and Warren Counties, Indiana.

Jerry "Joe" Bolk, Business Manager and Secretary-Treasurer

Trent Short, Field Representative

Doug Drake, Field Representative

401 Poplar Street

Terre Haute IN 47807

Phone (812) 232-0989

Fax (812) 232-0980

E-mail [laborerslocal204@outlook.com](mailto:laborerslocal204@outlook.com)

Website [www.inldc.org/local204](http://www.inldc.org/local204)

## LOCAL UNION 213

### FORT WAYNE

Geographical Jurisdiction of Adams, Allen, DeKalb, Huntington, Noble, Steuben, Wabash, Wells and Whitley Counties, Indiana.

Chris L Guerrero, Secretary-Treasurer/ Business Manager

Steve East, President/Field Representative

Arvondale Jefferson, Field Representative

5700 S Anthony Blvd.

Fort Wayne, IN 46806-3322

Phone (260) 744-5255

Phone (260) 744-5355

Fax (260) 745-7601

E-Mail [local213@frontier.com](mailto:local213@frontier.com)

Website [www.inldc.org/local213](http://www.inldc.org/local213)

## LOCAL UNION 274

### LAFAYETTE

Geographical Jurisdiction of Benton, Boone, Carroll, Cass, Clinton, Montgomery, Pulaski, Tippecanoe and White Counties and covering Kokomo Indiana, Fulton, Howard, Miami and Tipton Counties, Indiana.

Jim Terry, Secretary-Treasurer & Business Manager

Rick Williams, Field Representative

1734 Main Street

Lafayette, IN 47904

Phone (765) 742-4876

Fax (765) 423-4709

E-mail [local274@comcast.net](mailto:local274@comcast.net)

Website [www.inldc.org/local274](http://www.inldc.org/local274)

Kokomo Branch Phone (765) 457-4453

Fax (765) 457-8245

## LOCAL UNION 561

### EVANSVILLE

Geographical Jurisdiction covering Daviess, Dubois, Gibson, Knox, Pike, Posey, Spencer, Vanderburgh and Warrick Counties, Indiana; and Crittenden, Henderson, Union and Webster Counties in Kentucky.

Jon Scott, Business Manager & President

Steve Wilson, Secretary-Treasurer & Field Representative

Chad Lacer, Recording Secretary & Field Representative

Jim Neisen, Vice-President and Field Representative

Lee Russell, Field Representative

951 North Park Drive

Evansville IN 47710

Phone (812) 425-3191

Toll Free 1-888-463-8646

Fax (812) 425-2421

Website [www.inldc.org/local561](http://www.inldc.org/local561)

## LOCAL UNION 645

### SOUTH BEND

Geographical Jurisdiction of Elkhart, Kosciusko, LaGrange, Marshall and St. Joseph Counties, Indiana.

Murray Miller, Business Manager  
Randy Neilson, Field Representative  
Adam Trotter, Field Representative  
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## LOCAL UNION 741

### BLOOMINGTON

Geographical Jurisdiction of Bartholomew, Brown, Dearborn, Decatur, Franklin, Jackson, Jennings, Johnson, Lawrence, Martin, Monroe, Morgan, Ohio, Orange and Ripley Counties, Indiana.

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Terry Pittman, Field Representative  
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## LOCAL UNION 795

### NEW ALBANY

Geographical Jurisdiction of Clark, Crawford, Floyd, Harrison, Jefferson, Perry, Scott, Switzerland and Washington Counties, Indiana.

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## LOCAL UNION 1112

### MUNCIE

Geographical Jurisdiction of Blackford, Delaware, Fayette, Grant, Hamilton, Hancock, Henry, Jay, Madison, Randolph, Rush, Union and Wayne Counties, Indiana.

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DIRECTORY OF LOCALS BY COUNTIES

COUNTY	LOCAL	COUNTY	LOCAL
Adams	213	Jefferson	795
Allen	213	Jennings	741
Bartholomew	741	Johnson	741
Benton	274	Knox	561
Blackford	1112	Kosciusko	645
Boone	274	LaGrange	645
Brown	741	Lake-West Half	41
Carroll	274	Lake-East Half	81
Cass	274	LaPorte	81
Clark	795	Lawrence	741
Clay	204	Madison	1112
Clinton	274	Marion	120
Crawford	795	Marshall	645
Crittenden, KY	561	Martin	741
Daviess	561	Miami	274
Dearborn	741	Monroe	741
Decatur	741	Montgomery	274
DeKalb	213	Morgan	741
Delaware	1112	Newton	41
Dubois	561	Noble	213
Elkhart	645	Ohio	741
Fayette	1112	Orange	741
Floyd	795	Owen	204
Fountain	204	Parke	204
Franklin	741	Perry	795
Fulton	274	Pike	561
Gibson	561	Porter	81
Grant	1112	Posey	561
Greene	204	Pulaski	274
Hamilton	1112	Putnam	204
Hancock	1112	Randolph	1112
Harrison	795	Ripley	741
Henderson, KY	561	Rush	1112
Hendricks	204	St Joseph	645
Henry	1112	Scott	795
Howard	274	Shelby	120
Huntington	213	Spencer	561
Jackson	741	Starke	81
Jasper	41	Steuben	213
Jay	1112	Sullivan	204

DIRECTORY OF LOCALS BY COUNTIES

COUNTY	LOCAL	COUNTY	LOCAL
Switzerland	795	Warren	204
Tippecanoe	274	Warrick	561
Tipton	274	Washington	795
Union	1112	Wayne	1112
Union, KY	561	Webster, KY	561
Vanderburgh	561	Wells	213
Vermillion	204	White	274
Vigo	204	Whitley	213
Wabash	213		