AGREEMENT

Entered into Between

THE HEAVY AND HIGHWAY CONTRACTORS,

SIGNATORY HERETO,

as negotiated on their

Behalf by the AFL-CIO Steering

Committee of Highway Contractors, Inc.

and

THE KENTUCKY LABORERS' DISTRICT COUNCIL

Chartered by LABORERS' INTERNATIONAL UNION

of

North America

For and on behalf of

Affiliated

LOCAL UNIONS

189, 561, 576, 1214, 1392, and 1445

EFFECTIVE DATE: **JULY 1, 2012**

EXPIRATION DATE: **JUNE 30, 2015**

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AGREEMENT

THIS AGREEMENT, made and entered into by and between the Heavy and Highway Contractors, signatory hereto, as negotiated on their behalf by the AFL-CIO Steering Committee of Highway Contractors, Inc. hereinafter known as the Employer, party of the First Part, and The Kentucky Laborers' District Council Chartered by Laborers' International Union of North America, hereinafter referred to as the Union, Party of the Second Part, for and on behalf of its affiliated Local Unions 189, 561, 576, 1214, 1392, and 1445.

ARTICLE 1
Heavy & Highway Construction

Whereas the parties desire to stabilize employment, promote harmonious relationships and provide a medium whereby the Employer and Union cooperate each with the other, and for the purpose of eliminating jurisdictional work stoppages,

NOW, THEREFORE, the Employer and the Union, acting through their only Authorized Agents, agree as follows:

ARTICLE 2
Management Rights

The Management of the Employer's work and business, and the direction of the working force, including the right to hire, suspend, transfer or discharge for proper cause, and the right to relieve Employees from duty because of lack of work, or other reason, is vested exclusively in the Employer, provided, however, that this shall not be exercised for the purpose of discrimination, or in any manner contrary to the provisions of this Agreement.

ARTICLE 3
Pre-Job Conference

It is agreed and understood that the Kentucky Laborers' District Council or an affiliated Local Union when a contract is awarded to an Employer, regardless of the cost of the project, and if the Union so requests, the Employer shall hold a Pre-Job Conference prior to starting work or at any other mutually agreeable time. Said Pre-Job Conference shall be held within thirty (30) days after written notice to the Employer by the Union.

The notice for a pre-job conference shall be by written notice and sent by Certified Mail, Return Receipt Requested, to the Home Address of the respective Employer. Such Pre-Job Conference shall be restricted to the signatory Employer notified.

ARTICLE 4
Union Shop

A. The Employer agrees to operate projects under a Union Shop subject to the provision of the Labor-Management Relations Act of 1947, as amended.

B. Before Construction is begun and during the progress of the work, the Employer agrees to notify the Union in whose jurisdiction the work is being performed, when additional or replacement employees are needed. The Union agrees to furnish on a non-discriminatory basis, qualified employees to perform the necessary work when so notified within a reasonable time, not to exceed 24 hours, after receiving the request from the Employer.

Except for the referral of the first employee to a particular job in such cases as Article 5 applies, the Employer shall have the right to request employees by name, provided they have been employed by the Employer within the preceding 24 months. In the event the Union cannot refer satisfactory employees within the prescribed time

limits, the Employer shall have the right to employ other available personnel. Nothing in this Article is intended to restrict or prevent the Employer from complying with EEO Affirmative Action or APD Regional quota requirements.

C. Any employee who is not a member of the Union of the Second Part, and any employee who is hired on or after the effective date of the Agreement, shall be required by the Employer to join the Union on the eighth working day of his employment, following the effective date of the Agreement, or following the date of his employment, whichever is later. Such employees who become members of the Union must, as a condition of continued employment, maintain their membership in good standing. Provided, however, that if, upon the direction of the Local Union, an Employer discharges an employee for failure to join the Union or to maintain his membership in good standing, the Union shall hold the Employer harmless from legal action.

D. Both Union and Employer agree to recognize, cooperate with, and actively participate in Joint Training Programs of a type which will satisfy the requirements of FHWA Order Interim 7-2(1), 7-2(2), 7-2(3) or similar requirements. The objective of such training efforts is to train Laborers' for construction work and to promote Equal Employment Opportunity through employment and training of minorities and disadvantaged. Training may be administered by any qualified personnel either in company or out-of-company, with the stipulation, however, that productive work will not be under the jurisdiction of a craft not ordinarily having jurisdiction over a craft which the training is being conducted. Members of the Union shall assist at all times in the training effort.

E. Employees, as covered by this Agreement, shall not include employees ordinarily classified as managerial or administrative such as: supervisory employees, office employees, professional employees, engineering assistants, time keepers, or employees specifically selected by the Employer for the Employer-sponsored training and instruction programs. It is understood that no employee as mentioned above shall perform any work under the classification of this Agreement.

ARTICLE 5
Procurement of Labor

Since this Agreement is state-wide in scope, the Employer shall have the right to take with him from one Local's jurisdiction to another Local Union's jurisdiction employee members covered by this Agreement who have been employed by him at anytime during the past two years, not to exceed one-half of his work force on any particular job, with the Local Union in whose jurisdiction the work is being performed having the right to refer the first employee to a particular job. This article only applies to individuals who are members of a Local Union which are affiliated with the Kentucky Laborers' District Council.

ARTICLE 6
Heavy and Highway Construction Coverage

Work Covered: This Agreement shall cover the following classes of work:

-Subways.
-Tract Elevation Projects.
-Sewage Treatment Plants and Facilities.
-Aqueducts.
-Irrigation Projects.
-Flood Control Projects.
-Water Reservoirs.
-Water Treatment Plants and Facilities.
-Water Power Development Including Hydro-Electric Development.
-Locks, Dams, Dikes, Levees, Revetments, Channels, Cutoffs.
-Intakes, Dredging Projects, Jetties, Breakwaters, Docks, Harbors.
-Railroad Construction Projects, and Railroad Bridges.
-Grade Separation involving a Railroad including pile driving, piers abutments, and retaining walls connected with railroad construction.
-Tunnels
-Elevated Railroads
-Clearing, Grading, Paving and Resurfacing of Residential Sites.
-Highways, Roads and/or Streets, including Roads and/or Streets in Residential Subdivisions and Housing Projects.
-Bridges, Elevated Highways, Culverts, Manholes, Water and Utility Pipe Lines, sidewalks, Retaining Walls Underpasses, Overpasses, Viaducts, Cloverleaf Structures, Curbs, Seeding, Landscaping, Clearing, Guard Rails, Fences, Alleys, Parkways, Rest Areas, Parking Areas, and Drainage Ditches.
-Airport Flight Strips, Taxi Strips, Aprons, Grading, Drainage and Paving.
-Offsite Rock Quarries, Concrete Batch Plants and Asphalt Plants owned and operated by any contractor signatory to this Agreement solely for the purpose of supplying materials to the contractor's project or projects and not for commercial purposes.
-Reclamation work in Coal Fields, Soil Conservation Districts, and Non-Urban and Non-Industrial Projects.
-Sanitary Sewers, Storm Sewers, Water Lines, Gas Lines, Transmission Lines.

This Agreement shall cover all jobsite equipment repairs and maintenance and other jobsite work which has been or may be awarded to the Union, provided, however, that nothing in this Agreement shall preclude Management from having maintenance work performed by Personnel who are not Employees of the Employer.

This contract does not cover and specifically excludes building construction and any structure intended for use as a shelter, protection or comfort, including alteration, remodeling, maintenance, repair, wrecking and including preparation of building sites and installation of utilities incidental thereto.

ARTICLE 7
REPRESENTATION

The Business Representative shall have the privilege to visit any job to enforce the provisions of this Agreement provided, however, that he makes his presence known to the General Superintendent or to his delegated representative if available. The Business Representative will use every precaution to avoid delays in the progress of the job.

When the Business Representative of the Union deems it advisable, he shall appoint the Steward or Stewards on any project. Said Steward is to be recognized by the Employer and shall have the right to act for the Union on any grievance without discrimination. The Steward shall have top tenure and be retained on any given project as long or when any member of the Union is employed, providing the Steward is qualified to do the work in question.

In case the Steward cannot settle any dispute or grievance, the Business Representative shall be notified to take up the grievance with the Employer. For the purposes of this Agreement, it is understood that the duties of the Steward are limited to:

(A) To assure that the provisions of this Agreement be complied with by both the Employer and the Union.

(B) To check the individual's membership book in accordance with the rules of the Local Union.

(C) The Duties of the Steward are to be discharged within a minimum amount of time.

(D) The Steward does not have the right to call a work stoppage or strike; under any circumstances.

(E) In no instance shall a Steward be a non-working Steward.

(F) Local Unions will not be responsible for walk-offs or wildcat strikes, provided that the Local Union shall make a good faith effort to prevent and terminate such walk-off or wildcat strike.

ARTICLE 8
Contractors and Subcontractors

When the Employer, signatory to this Agreement, sub-contracts any of his work covered by this Agreement that the Employer normally, customarily, and traditionally performs, it shall be subcontracted subject to all terms and conditions of this Agreement, and the Employees of such Subcontractor or Subcontractors shall be required to become members of the Union as a condition of Employment, as provided under Article 4 of the Agreement, except by mutual agreement of the parties.

At the request of the Union the Employer agrees to arrange a Pre-Job Conference between the Subcontractor or Subcontractors covering all work that the Employer has subcontracted.

Subcontractors performing work covered by this Agreement agrees to all terms and conditions of this Agreement and shall be required to execute the necessary documents to implement the operation of all fringe benefit programs.

ARTICLE 9
Hours and Overtime

(A) Eight (8) hours shall constitute a day's work and forty (40) hours a week's work. Monday through Saturday. Time and one-half shall be paid for all work in excess of eight (8) hours per day and over forty (40) hours per week. The Employer shall establish the regular starting time and notify the affected Local Union Business-Manager. In specific cases, the basic hours worked may start earlier or later, with prior notification to the Local Union from the Employer, but not so as to conflict with shift work. If an employee is hired after Monday of a given week, and has not lost time that week, and performs work on Saturday of that week, he shall receive one and one half (1½) times his hourly wage rate for all hours worked on Saturday.

(B) Double time shall be paid for work on the following days which shall be considered as Holidays: Sundays, New Year's Day, **Memorial Day**, Fourth of July (Independence Day), Thanksgiving Day and Friday after Thanksgiving Day and Christmas Day. No work to be done on Labor Day except to save lives and property. All work done on Labor Day under the above conditions shall be paid for at the rate of double time. All holidays falling on Sunday shall be observed on the Monday following such holidays. Twenty-four (24) hours of the calendar day shall be recognized as the above-mentioned holiday.

(C) On a five (5) day, eight (8) hours per day workweek, Saturday shall be used as a make-up day at straight time rate for inclement weather or if an employee is absent due to their own accord.

(D) Employees performing curing of concrete on Sunday will be paid time and one-half.

(E) The Union and Employer agree that the Employer may establish and utilize where legal a four (4) ten (10) hour day Monday through Saturday. Time and one-half (1½) shall be paid for all hours worked in excess of ten (10) hours per day and over Forty (40) hours per week. Friday or Saturday may be utilized as a make up day at the straight time rate for inclement weather only as long as no other craft is receiving overtime rate. If an overtime rate is being paid to another craft, same shall apply to the Laborers employed by said Employer.

ARTICLE 10
Negotiating Agents

(A) This Agreement is negotiated on the part of the Employers by the Negotiating Agents acting only for those Employers from whom they have the authority to negotiate and is negotiated on the part of the Union by the Negotiation Agents acting only for those Unions from whom they have the authority to negotiate. It is agreed and understood that Negotiating Agents for both Employers and Unions shall in no event be bound as principal or be held liable as Negotiating Agent or a principal, in any manner, for any breach of this contract by any of the parties hereto.

(B) It is agreed and understood that the Employers, Parties of the First Part, and the Union, Party of the Second Part, shall be bound as principals for any breach of the Agreement.

(C) It is further agreed that the liability of the Parties of the First Part who accept, adopt and sign this Agreement shall be several and not joint, and that the liability of the Party of the Second Part herein named shall be several and not joint.

ARTICLE 11
Shift Work

If the Employer wishes to work two (2) or three (3) shifts, the Employer shall establish the working hours of each shift and notify the appropriate Local Union Business-Manager.

Employees covered by this Agreement working on the second shift shall receive twenty-five cents ($.25) per hour above the classified wage rate of their classification and be paid for only hours actually worked.

Employees covered by this Agreement working on the third shift shall receive fifty cents ($.50) per hour above the classified wage rate of their classification and be paid only for hours actually worked.

ARTICLE 12
Assignment of Work

Assignment of work and settlement of jurisdictional disputes involving the Unions will be handled in the following manner:

The Employer has the responsibility to make the initial work assignment and agrees to make such work assignment in accordance with the following guidelines:

1. International Unions Agreements and Understandings, if any.
2. State Agreements and Understandings, if any.
3. Local Union Agreements and Understandings, if any.
4. Area Practice, Trade Practice, Company Practice.

JURISDICTION DISPUTES

(A) It shall be first be submitted to the Local Union Business Managers of the crafts involved, with an Employers' Representative in attendance at the meeting for settlement. If no understanding or agreement is reached,

(B) It shall then be referred to the International Union's involved for settlement. The International Union Representative agrees to meet to settle the dispute as soon a possible, with an Employer Representative in attendance at the meeting. If no agreement is reached on this level,

(C) It shall be referred to the two (2) International Unions Jurisdiction Department involved for settlement.

Pending such settlements, it is agreed and understood the Crafts performing the work under the initial work assignment made by the Employer will continue on in such capacity until a settlement or agreement is reached.

It is agreed and understood that there shall be no work stoppage or abandonment of work in regards to any jurisdictional Dispute.

It is agreed and understood the Employer will not assign any disputed work to any other Local Union Crafts unless the Local Union Crafts has a signed Agreement with the Employer.

ARTICLE 13-A
Grievance Procedure - HCI Member Companies

It is agreed by the parties that all grievances, disputes, or claims, except jurisdictional disputes, wage rates, fringe benefits and dues checkoff, 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 Highway Contractors, Incorporated represented Employers signatory to this Agreement shall be resolved in the following manner.

It is expressly understood that either party signatory to this Agreement, in the event of disputes wherein wage rates and/or fringe benefits are involved, shall have the exclusive right to exercise its economic recourse.

(A) The dispute shall first be discussed by the Job Steward or other Union representative and the Employer's foreman and/or superintendent within eight (8) working days of the alleged grievance or within eight (8) working days of the date the Union becomes aware of the grievance, whichever is later. If the grievance is not resolved, then the dispute shall be referred to the Business Representative of the Union and the Employer's representative for discussion and settlement within eight (8) working days of the date the discussion at the first level.

(B) In the event that the grievance is not settled, either party may, through written notice to the other, proceed to the next step of the grievance procedure. This written notice must be given within ten (10) days after the meeting called for in the previous step.

(C) The Employers and the Ky. Laborers' District Council shall together create a Joint Permanent State Committee, two (2) members from the Kentucky Laborers' District Council and two (2) members of the Highway Contractors, Inc., which will hear and decide all grievances not settled in Step (A) and (B), it being the intent of the parties to settle all disputes through the Grievance procedure. No member of the Joint Permanent State Committee, either Employer Member or Local Union member, may serve on the Committee to hear and decide any grievance and/or dispute in which they and/or the Local Union is involved.

The Joint Permanent State Committee will, upon receiving notice, hold a hearing within fifteen (15) days of such notice to determine the matter. The Joint Committee shall adopt such rules as may be necessary to assure each side a fair and impartial hearing. At any called meeting of the Joint Committee the matters before the Committee will be decided by majority vote of the Members attending. When the Joint Permanent State Committee renders a decision by majority vote of its members on any grievance or dispute, the Committee's decision shall be final and binding upon the parties to the grievance and/or dispute.

(D) If the Joint Permanent State Committee deadlocks and thus is unable to render a decision on any grievance or dispute brought before it, the grievance or dispute shall then be submitted to final and binding arbitration at the request of either party to the dispute. The arbitrator shall be selected in the following manner. The Federal Mediation and Conciliation Service shall be requested to submit a panel of five (5) arbitrators to the parties in dispute. The parties shall then strike alternately the name of four (4) arbitrators. The fifth and remaining arbitrator whose name remains on the list shall serve as the arbitrator to hear and decide the dispute and/or grievance pending. The arbitrator's decision shall be final and binding upon all parties to the dispute and/or grievance.

However, the arbitrator shall not have the power to add to, subtract from, or alter, any of the terms of this Agreement. The costs of the arbitration shall be borne equally by the parties to the dispute and/or grievance.

(E) Without first going through the grievance procedure, as outlined above, there shall be no stoppage of work on account of any differences of opinion, or disputes, which may arise between the parties.

(F) In any event, any complaint or grievance is barred if not presented by written notice to the Joint Permanent State Committee within forty-five (45) days of the occurrence of the alleged grievance or complaint.

(G) When the Joint Permanent State Committee or impartial Arbitrator renders a grievance award under this Article, there shall be stated in the Award a time limit for the losing party to comply fully with the Award. Such time limit shall not be less than ten (10) work days from date of Award, excluding date of Award. The losing party shall have the right, if he chooses, within said ten (10) day period, to contest such Award by filing proper court or legal proceedings to set such Award aside, but, if the losing party does not do so within such ten (10) day period, then the Union shall have the right to enforce the Award by resort to economic recourse against the non-complying Employer. If the losing Employer contests the Award within the above-stated ten (10) day period by filing a court or legal proceeding to set the Award aside, the Union shall not have the right to resort to economic recourse to enforce the Award.

ARTICLE 13-B
GRIEVANCE AND ARBITRATION PROCEDURE
Non Association Members

In the event a dispute arises under the terms and conditions of this agreement, the following grievance procedure shall apply if the Company is not a Highway Contractors, Incorporated represented firm.

1. The employee shall notify the Steward within three (3) working days of any alleged violation.

2. The Steward shall as soon as possible discuss this matter with the employee's immediate Supervisor.

3. If not resolved, the grievance shall be reduced to writing and submitted to the Local Union Representative, who shall within **seven (7)** working days meet with the authorized job site representative.

4. If not resolved at step three, the authorized representative of the Kentucky Laborers' District Council shall within **ten (10)** working days meet with the authorized representative of the Employer.

5. If not resolved at step four, either party shall within ten (10) working days by written notice to the other party request the grievance be referred to Arbitration.

The Arbitrator shall be chosen in this matter: The Federal Mediation and Conciliation Service shall be requested to submit a list of five (5) persons qualified to act as Arbitrator. The Employer and the Union, after receipt of said list, shall each have the right to strike two (2) names from it in the following manner:

The order of elimination shall be determined by lot and thereafter shall in that order alternately eliminate one name until only one (1) remains. The fifth or remaining person named shall thereupon be accepted by both the Employer and the Union as the Arbitrator. A decision of the Joint Arbitration Committee or the Arbitrator shall be final and binding and shall promptly be complied with by all parties. The compensation of the Arbitrator and other costs of arbitration, shall be borne equally by the Employer and the Union.

ARTICLE 14
Safe Operation of Equipment and Ice Water

(A) The Contractor agrees that employees will not be required to operate unsafe equipment. Employer will be the sole judge of whether or not equipment is safe or unsafe.

(B) The Employer shall supply ice water from the months of April 1 through October 31.

(C) The Employer shall furnish special, wearing apparel, such as rain hats, rain coats, and boots to protect the employee when working in inclement weather or adverse conditions, except when employees are caught in the rain and the operation, such as a concrete pour or asphalt paving, must be completed before the employees can seek shelter. If an Employer wants to continue his operation in inclement weather, the Employer must furnish rain hats, rain coats and boots. The Employer shall also furnish safety equipment such as safety hats, safety goggles, respirators and protective masks and slipover boots for all employees working in concrete. On a single bridge project over $2.5 million dollars in cost, adequate shelter for protection against inclement weather shall be provided.

ARTICLE 15
Wages

All wage and fringe benefit rates covered by this Agreement shall be attached hereto and become a part hereof. On all projects, exclusive of building construction, let for bid by the Kentucky Transportation Cabinet, its departments or successors on and after July 1, 1983, the contract wage rate and fringe benefit rates to be applied to the project shall be the contract wage rate and fringe benefit rates in effect on the date of the bid opening, and the contract wage rate and fringe benefit rates in effect on the date of the bid opening shall continue for no more than two (2) years, with the exception of Health and Welfare benefit rates which shall be paid on the anniversary date as negotiated in the agreement. If the project continues two (2) years past the date of the bid opening, the current wages and all fringe benefits will become effective immediately. The parties agree that the language contained in this Article of this Agreement does not restrict the right of the Union to engage in a strike and/or picketing, nor the right of an Employer to exercise any rights otherwise available to it, in the event terms of a new Collective Bargaining Agreement are not agreed to by the expiration date of this Agreement.

On all work let after **July 1, 2012** which heretofore had been covered by the Kentucky prevailing wage statutes, but which are now excluded because of Legislation enacted by the 1982 Kentucky Legislature, the wage rate for each job classification shall be eighty percent (80%) of the scheduled hourly wage rate contained in this Agreement (Fringe Benefits are not reduced.)

TARGETED JOBS: In the event an Employer bound by the terms and conditions of this Agreement is confronted with competition in bidding on a construction project within the counties in Kentucky where the Kentucky Laborers' District Council Heavy and Highway rates do not prevail, the Employer may request in writing to the Business Manager of the Local Union having jurisdiction, to grant dispensation in the terms and conditions of the Agreement setting forth the reason or reasons therefore. Any Employer making such request shall do so sufficiently in advance to allow the Business Manager to make an investigation and render a decision in regard thereto. It is expressly understood that any dispensation granted by the Local Union having jurisdiction will only be effective as to the Employer or Employers requesting such in writing.

The above mentioned eighty percent (80%) shall also apply to the clearing, grading paving, and construction of streets, highways, sanitary and storm sewers water lines, gas lines and transmission lines in residential subdivisions and housing projects when let as a separate contract. (Fringe Benefits are not reduced.)

On any project where the predetermined monetary package contains a wage rate which is higher than the wage rate prescribed in this contract, then the Union will secure from each employee an authorization allowing the Employer to shift funds from wage rate to fringe benefit rate so long as the total monetary package is not below the predetermined monetary package, which shall permit the Employer to meet the applicable predetermined wage rates without an increase in costs to the Employer.

ARTICLE 16
Nullification

This Agreement does not nullify any Agreement now in effect and will become effective only upon expiration of such Agreements.

ARTICLE 17
Savings Clause

It is the intent of the parties hereto to comply with all applicable provisions of State and Federal Laws.

In the event that any State or Federal Statute or Regulation shall supersede, invalidate or be in conflict with any clause of this Agreement, such Statute or Regulation shall prevail over any such clause, however, the other provisions of this Agreement shall be valid and remain in full force and effect.

ARTICLE 18
Pay Day

Employees shall be paid during the regular working hours of the payday as regularly established by each Employer. **If the Employer changes the payday, they shall notify the Local Union. If the employee does not receive their pay on the established payday, they shall receive an additional four (4) hours pay for each twenty-four (24) hours that they wait, except for conditions out of the control of the Contractor.** When an employee is discharged, the Employer shall be required to either (1) make immediate payment to the discharged employee for the employee's services up to the time of such discharge, or (2) mail a check for full payment of such services, on the date of such discharge to the Employee's address of record - either of which will be in compliance with this Article. If an employee has to report to the job site or to the Employer's office to receive said employee's pay, then he/she shall receive two (2) hours additional pay. Also, upon discharge, the employer shall furnish the employee with a discharge slip.

Wages shall be in legal tender. The number of hours worked during the pay period and hourly wage rate must be shown in each pay stub. Accompanying each payment of wages shall be a separate statement, identifying the Employer and Employee, showing total earnings, the amount of deductions and purpose, and net earnings.

ARTICLE 19
Reporting Time

If the services of any employee are not required during the regular work week, **the employee** shall be notified the day before leaving the jobsite or prior to the **employee's** departure from **their** place of residence for work on any given work day. The Foremen, or whoever is in charge, is responsible for notifying each employee.

If any employee is not so notified as set forth above, or if an employee is directed to report to work and is not put to work, **the employee** will receive two (2) hours reporting time.

ARTICLE 20
Fringe Benefits

A Health and Welfare and/or Pension Plan and/or Education Trust has been established and agreed to under the terms and conditions of this Agreement and are detailed in Appendices to this Agreement.

Laborers: Health & Welfare, Pension and Educational Trust Fund
Appendix No. 3.

On **July 1, 2013**, the Anniversary date of this Agreement and on any subsequent Anniversary date, the Employer agrees that if the Union so desires they may change the Fringe Benefit allocation contained in this Agreement provided they do so by sixty (60) day written notice to the Employer prior the Anniversary date. Employees working under this Agreement may, in writing, designate that Health and Welfare and/or Pension Contributions be sent to the home fund of the employee. (Money follows the man.)

ARTICLE 21
Operation of Equipment

When more than one type of equipment is operated by an Employee in the same working day, he shall be paid the wage rate applicable for the type of equipment and only for the time actually spent operating each piece of equipment.

ARTICLE 22
Check-Off

Section 1. The Employer agrees to deduct from the pay of Union members covered by this Agreement, regular and uniform monthly dues, working dues, dues assessments, initiation fees and readmission fees in the amount specified by the Union provided, before any such deduction is made, each Union shall furnish to the Employer a properly signed authorization card from the employee permitting such deductions. Such deductions shall be remitted to the Union on a monthly basis by the 10th of each month following the end of the month for which deductions are made. With such remittance, the Employer shall furnish the Union the number of hours worked in the deduction period by the Employee.

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

Violations of the dues check-off clause of this Agreement are 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 the Agreement, shall be permitted to strike the Employer to remedy such violation, provided the Employer be given a certified written notice by the Union of its violations and be further allowed a period of five (5) working days thereafter to correct such violations. The Union also reserves the right to bring legal action against the Employer for violations of the dues check-off provision of this Agreement.

Section 2. The Employer shall deduct from the wages of each employee who is a Union member and who has signed a voluntary Laborers' Political League (LPL) checkoff authorization form, and transmit monthly to the Treasurer of the Laborers' Political League in care of the Union (or any agency designated by the Union for the collection of said money), the amount of five cents ($0.05) for each hour worked from the wages of those

employees who have voluntarily authorized such contributions on the forms provided for that purpose by the Union. The sums transmitted shall be accompanied by a statement, in a form specified by the Union, reporting the name of each employee for whom the deductions have been made and the amount deducted for each employee.

ARTICLE 23
No Strikes or Lockouts

Should any difference of any kind arise between any Employer and the Union, or members thereof, it is specifically agreed that there will be no lockouts strikes, or stoppages of any work of any sort, and all grievances and complaints which the parties involved are unable to adjust shall be submitted for settlement in accordance with Article 13, Grievance Procedure.

Refusal of an employee to cross a lawfully established picket line is not to be construed as a violation of this Agreement.

Violation of payment of rates of pay and/or violation of Health and Welfare and/or Pension remittance provisions as set forth in this Agreement shall not be considered as subject to arbitration and not subject to the provisions of this Article. However, employers shall be afforded a written notice, by the Union, of such pay rate or fund remittance violation, and be allowed a period of seventy-two (72) hours after receipt of such notice to correct such alleged violation(s).

ARTICLE 24
Non-Discrimination

The Union and the Employers mutually agree they will continue not to discriminate against anyone because of race, color, creed, age sex, or national origin in accepting members or in the selection and hiring of employees, and do further agree that they will comply with all State and Federal Laws and Regulations regarding Equal Employment Opportunity.

ARTICLE 25
Notifications

Whenever a written notice is to be given under the terms of this Agreement, it shall be sent by Certified Mail, Return Receipt Requested, to the address of the respective Employer or Union.

ARTICLE 26
Lunch Period

Employers shall grant their employees a thirty (30) minute period for lunch, such time shall be as close to the middle of the employee's work shift as possible. In no case shall an employee be requested to take a lunch period sooner than three (3) hours after his work shift commences, nor more than five (5) hours from the time his work shift commences.

ARTICLE 27
INDUSTRY FUND

During the term of this Agreement and commencing with the effective date hereof, each Employer signatory to this Agreement shall pay to the KENTUCKY AFL-CIO HEAVY AND HIGHWAY CONTRACTORS INDUSTRY FUND one cent ($.01) for each hour worked by each of their employees in the bargaining units covered by this

Agreement. Payment shall be made on the forms and in the manner prescribed by the KENTUCKY AFL-CIO HEAVY AND HIGHWAY CONTRACTORS INDUSTRY FUND and KENTUCKY AFL-CIO HEAVY AND HIGHWAY CONTRACTORS INDUSTRY FUND shall have the authority to collect funds due and owing from a delinquent Employer. With each payment due and owing hereunder, the Employer shall submit to the KENTUCKY AFL-CIO HEAVY AND HIGHWAY CONTRACTORS INDUSTRY FUND a detailed specification of all hours worked by its employees under this Agreement since its last full payment under this Article.

Monies collected by the Industry Advancement Fund under this Article shall not be used for the following purposes:

1. Promotion of legislation opposed by the Union or opposition to legislation favored by the Union;

2. Subsidies, indemnities, or payment of any kind to contractors during, for, or in connection with a period of strike, lockout or work stoppage.

3. Litigation before any court or administrative body against the Union or the payment of any expenses directly or indirectly involved in any such litigation.

4. Publicity or public relations campaigns in support of management's position respecting bargaining negotiations with the Unions.

Each Employer shall send the contributions to the Fund monthly on or before the tenth (10th) of each month an accounting of hours for which it compensated each employee during the preceding month.

ARTICLE 28
Laborers-Employer Cooperation And Education Trust

The Employer and the Union recognize that they must confront many issues of mutual concern which are more susceptible to resolution through Labor-Management cooperation than through collective bargaining. The Employer and the Union also recognize that workers as well as business benefits from Labor-Management cooperation. To seek resolution of these mutual concerns and to advance mutual interests through Labor-Management cooperative efforts, the Employer and the Union agree to participate in the Labor-Management Cooperative Trust Funds described herein which are established in accordance with Section 302 (c) (9) of the Taft-Hartley Act.

The Employer shall contribute to the Laborers-Employers Cooperative Educational Trust ("LECET") effective as of the effective date of this agreement and for each month thereafter for the term of this agreement, including any extensions or renewals thereof. The Employer shall contribute to Kentucky LECET at the applicable rate per hour for each hour or portion of an hour for which each Employee covered by this agreement is entitled to receive pay. The Employer shall submit all contributions to LECET in such manner and at such times and place as LECET shall designate. The Employer shall submit such reports as LECET deems Necessary to verify contributions.

The Employer and the Union hereby, adopt the Agreement and Declaration of Trust establishing LECET, a copy of which has been provided to each.

ACCEPTANCE OF THIS AGREEMENT AND SIGNATURES HERETO

This Agreement covers the entire understanding reached between the Parties hereto and nothing not contained herein shall be of any force or effect upon either Parties hereto

This entire Agreement shall be in full force and effect from **July 1, 2012 until June 30, 2015**, and in the event either of the Parties hereto does not notify the other by Certified Mail, Return Receipt Requested, sixty (60) days prior to the expiration date of the **June 30, 2015**, this Contract will automatically renew itself for a period of one (1) year.

EXECUTED THIS **1ST DAY OF JULY, 2012**

KENTUCKY LABORER'S DISTRICT COUNCIL

(Local Unions 189, 561, 576, 1214, 1392, AND 1445)

Mitchell P. Oney
President / Business Manager,
Kentucky Laborers' District Council

Mark Isaacs
Secretary-Treasurer
Kentucky Laborers' District Council

AFL-CIO STEERING COMMITTEE OF HIGHWAY CONTRACTORS, INC.

Charles Lovorn

David Faulkner

Brian McReynolds

David Quint

Michael Kopp

Mickey Stroud

Bruce Huff

CONTRACTORS WHO GAVE AUTHORIZATION

FORGE CONSTRUCTION, LLC
BY: David Faulkner

JIM SMITH CONTRACTING COMPANY, LLC
BY: Brian McReynolds

ROGERS GROUP, INC
BY: David Quint

GOHMANN ASPHALT AND CONSTRUCTION, INC.
BY: Michael Kopp & Mickey Stroud

THE HARPER COMPANY
BY: Bruce Huff

LABORERS' LOCAL UNIONS OF KENTUCKY
AFFILIATED LOCAL UNIONS OF KENTUCKY LABORERS' DISTRICT COUNCIL
189, 561, 576, 1214, 1392, and 1445

CHARTERED BY
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

***Local No. 189**, D. Mark Isaacs, Business Manager, 2631 Wilhite Drive,
Lexington, Kentucky 40501 Phone: 859-278-0189.

Counties: Bath, Bourbon, Boyle, Bracken, Breathitt, Clark, Clay, Estill, Fayette, Franklin, Gallatin, Garrard, Grant, Harlan, Harrison, Jackson, Jessamine, Lee, Leslie, Letcher, Madison, Mason, Menifee, Mercer, Montgomery, Nicholas, Owen, Owsley, Pendleton, Perry, Powell, Robertson, Scott, Wolfe and Woodford.

***Local No. 561**, Barry L. Russell, Business Manager, 951 North Park Dr.,
Evansville, Indiana 47710, Phone: 812-425-3191.

Counties: Crittenden, Henderson, Union and Webster.

***Local No. 576**, Lawrence Winburn, Business Manager, 646 Phillips Lane,
Louisville, Kentucky 40209, Phone:502-375-0581

Counties: Adair, Anderson, Bell, Bullitt, Carroll, Casey, Clinton, Cumberland, Green, Hardin, Hart, Henry, Jefferson, Knox, Larue, Laurel, Lincoln, Marion, McCreary, Meade, Metcalfe, Monroe, Nelson, Oldham, Pulaski, Rockcastle, Russell, Spencer, Taylor, Trimble, Washington, Wayne, Whitley and Shelby.

***Local No. 1214**, Perry Blades, Business Manager, P.O. Box 761,
Paducah, Kentucky 42001-761. Phone: 270-442-3434.

Counties: Ballard, Callaway, Carlisle, Fulton, Graves, Hickman, Livingston, Lyon, Marshall and McCracken.

***Local No. 1392**, Joe McBride, Business Manager, 827 Old Hartford Rd.,
Owensboro, Kentucky 42303. Phone: 270-683-6353.

Counties: Allen, Barren, Breckinridge, Butler, Caldwell, Christian, (all of Fort Campbell), Daviess, Edmonson, Grayson, Hancock, Hopkins, Logan, McLean, Muhlenberg, Ohio, Simpson, Todd, Trigg and Warren.

***Local No. 1445**, Johnny W. "Bill" Oney, Business Manager, P.O. Box 438,
Catlettsburg, Kentucky 41129. Phone: 606-739-5131.

Counties: Boyd, Carter, Elliott, Fleming, Floyd, Greenup, Johnson, Knott, Lawrence, Lewis, Magoffin, Martin, Morgan Pike and Rowan.

APPENDIX NO. 1
LABORERS' HEAVY AND HIGHWAY CONTRACT

This Agreement covers all Kentucky with the exception of Boone, Campbell and Kenton Counties, these being covered under the Agreement between Ohio Contractors Association and Local Union No. 265, Cincinnati.

LOCAL	COUNTIES
Local No. 189	Bath, Bourbon, Boyle, Bracken, Breathitt, Clark, Clay, Estill, Fayette, Franklin, Gallatin, Garrard, Grant, Harlan, Harrison, Jackson, Jessamine, Lee, Leslie, Letcher, Madison, Mason, Menifee, Mercer, Montgomery, Nicholas, Owen, Owsley, Pendleton, Perry, Powell, Robertson, Scott, Wolfe and Woodford.
Local No. 561	Crittenden, Henderson, Union and Webster.
Local No. 576	Adair, Anderson, Bell, Bullitt, Carroll, Casey, Clinton, Cumberland, Green, Hardin, Hart, Henry, Jefferson, Knox, Larue, Laurel, Lincoln, Marion, McCreary, Meade, Metcalfe, Monroe, Nelson, Oldham, Pulaski, Rockcastle, Russell, Spencer, Taylor, Trimble, Washington, Wayne, Whitley and Shelby.
Local No. 1214	Ballard, Callaway, Carlisle, Fulton, Graves, Hickman, Livingston, Lyon, Marshall and McCracken.
Local No. 1392	Allen, Barren, Breckinridge, Butler, Caldwell, Christian, (all of Fort Campbell), Daviess, Edmonson, Grayson, Hancock, Hopkins, Logan, McLean, Muhlenberg, Ohio, Simpson, Todd, Trigg and Warren.
Local No. 1445	Boyd, Carter, Elliott, Fleming, Floyd, Greenup, Johnson, Knott, Lawrence, Lewis, Magoffin, Martin, Morgan, Pike and Rowan.

APPENDIX NO. 2
LABORERS' WAGE RATES - HEAVY AND HIGHWAY CONSTRUCTION

For the purpose of clarification and to assist in determining the hourly rates applicable to specific Classes of Work, and without regard to jurisdictional purposes, the following groups apply:

GROUP 1

Aging and curing of concrete (any mode or method); asbestos abatement worker; asphalt plant laborers; asphalt laborers; batch truck dumpers; carpenter tenders; cement mason tenders; cleaning of machines; concrete laborers; demolition laborers; dredging laborers; drill helper; environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D; flagmen; grade checkers; all hand digging and hand back filling; highway marker placers; landscaping laborers, mesh handlers and placers; puddler; railroad laborers; rip-rap and grouters; right of way laborers; sign, guard rail and fence installers (all types); signal men; sound barrier installer; storm and sanitary sewer laborers; swampers; truck spotters and dumpers; wrecking of concrete forms; general cleanup, **tending of setting precast concrete products, applying sealers, epoxies, coating, curing compounds, cure and seal products and preparation on all services of concrete wall expansion materials.**

GROUP 2

Batter board men (sanitary and storm sewer); Brickmason tenders; mortar mixer operator; scaffold builders; burner and welder; bushammers; chain saw operator; concrete saw operators; deckhand scow man; dry cement handlers; environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C; forklift operators for masonary; form setters; green concrete cutting; hand operated grouter and grinder machine operator; jack hammers; lead paint abatement; pavement breakers; paving joint machine; pipe layers - laser operators (non-metallic); plastic pipe fusion; power driven Georgia buggy and wheel barrow; power post hole diggers ; precast manhole setters; walk-behind tampers; walk-behind trenchers; sand blasters; concrete chippers; surface grinders; vibrator operators; wagon drillers.

GROUP 3

Asphalt luteman and rakers; gunnite nozzleman; gunnite operators and mixers; grout pump operator; side rail setters; rail paved ditches; screw operators; tunnel laborers (free air), and water blasters, **remote control compactors, air lifting, dewatering, water pumps and asphalt sealer applicator.**

GROUP 4

Caisson workers (free air); cement finishers; environmental laborer -nuclear, radiation, toxic and hazardous waste - Levels A and B; miners and drillers (free air); tunnel blasters; and tunnel muckers (free air); directional and horizontal boring; air track drillers (all types); powder man and blasters; troxler and concrete tester if laborer is utilized, **two (2) laborers on 6" concrete vibrator and tv inspection and cleaning tech**.

APPENDIX NO. 2
LABORERS' WAGE RATES - HEAVY AND HIGHWAY CONSTRUCTION

7/1/12 - 6/30/13
For all counties by Local No. 189
and Local No. 1445

Dues Assessment-
5% of gross PLUS .30 per hour

H & W -	$6.25
Pension -	4.36
Education -	.40
KY LECET -	.30
Tri Fund	
Reg. LECET -	.10

Group 1	$21.15
Group 2	$21.40
Group 3	$21.45
Group 4	$22.05

7/1/12 - 6/30/13
For Ky counties covered by
Local No. 561

Dues Assessment-
5% of gross

H & W -	$6.00
Pension -	5.20
Education -	.50

Group 1	$20.86
Group 2	$21.11
Group 3	$21.16
Group 4	$21.76

7/1/12 - 6/30/13
For counties covered by
Local No. 576

Dues Assessment -
5% of gross PLUS .30 per hour

H & W -	$6.25
Pension -	3.90
Education -	.40
Ky LECET -	.30
Tri Fund	
Reg. LECET -	.10

Group 1	$21.61
Group 2	$21.86
Group 3	$21.91
Group 4	$22.51

7/1/12 - 6/30/13
For counties covered by
Local No. 1214

Dues Assessment -
5% of gross PLUS .30 per hour

H & W -	$6.25
Pension -	4.76
Education -	.40
Ky LECET -	.30
Tri Fund	
Reg. LECET -	.10

Group 1	$20.75
Group 2	$21.00
Group 3	$21.05
Group 4	$21.65

7/1/12 - 6/30/13
For counties covered by
Local No. 1392

Dues Assessment -
5% of gross PLUS .30 per hour

H & W -	$6.25
Pension -	3.55
Education -	.40
KY LECET -	.30
Tri Fund	
Reg. LECET	.10

Group 1	$21.96
Group 2	$22.21
Group 3	$22.26
Group 4	$22.86

The following rates for Labor Foreman and General Foreman shall apply to all counties covered by this agreement:

Labor Foreman will receive fifty cents ($0.50) per hour above the highest paid Laborer under his / her direct supervision.

General Foreman will receive one dollar ($1.00) per hour above the highest paid Laborer under his / her direct supervision.

The following increases shall apply to all counties covered by this Agreement:

Effective July 1, 2013 - $.80 to be distributed (Total Package $33.36)

Effective July 1, 2014 - $.80 to be distributed (Total Package $34.16)

NOTE: It is strictly understood that when compressed air work is bid, the rates and conditions for Laborers, involved, shall be the same as negotiated by sister locals affiliated with the International Unions, and with Contractors engaged in this type of work in Chicago, Illinois.

The wage rates set forth in this Agreement shall not serve to raise or lower any wage rates in effect on any highway contracts let prior to the date of this Agreement. Overtime shall be computed on the basic hourly rate.

APPENDIX NO. 3
LABORERS' WELFARE CLAUSE

Effective **July 1, 2012** the Employer agrees to pay the appropriate sum as set forth in Appendix 2 for each hour worked, whether at regular or overtime rates, by all employees coming under this Collective Bargaining Agreement, to the Kentucky Laborers' District Council Health and Welfare Trust Fund (hereinafter referred to as the "Welfare Fund"). The exception being work performed in Kentucky Counties of Crittenden, Webster, Union and Henderson, for which contributions will be paid to the State of Indiana District Council Welfare Fund.

The said Welfare Fund shall be administered pursuant to the Agreement and Declaration of Trust dated July 1, 1967. A copy of this Agreement and Declaration of Trust, together with any amendments thereto, is attached to this Agreement and shall be considered a part of this Agreement.

It is understood and agreed that the Welfare Fund Contributions are due and payable on the 10th of each month and that failure of any Employer to make his Welfare Fund payment by the 20th of the month on which it is due or for repeated failure to meet this payment by the 20th of each month, shall subject said Employer to the following penalties:

PENTALTY NUMBER ONE: A reasonable fine for liquidated damages as set by the Trustees of the Funds for the Employer's Delinquency.

PENALTY NUMBER TWO: The delinquent employer shall, at the request of the Trustees of the Funds, be required to post a surety bond, not to exceed two thousand and five hundred ($2,500) dollars, to insure the Employer's future payments to the Funds will be made on a timely basis.

For the State of Indiana District Council Welfare Fund, the delinquent Employer shall at the request of the Trustees of the Fund, be required to post a surety bond. The amount shall be as follows:

1 through 9 employees	$5,000.00
at 10 employees	10,000.00
at 15 employees	15,000.00
at 20 employees	20,000.00
at 25 employees	25,000.00
at 30 employees and above	30,000.00

PENALTY NUMBER THREE: The Union, at its option, but after written notice to the Employer and after allowing the Employer seventy-two (72) hours from receipt of such notice to correct the situation, may exercise its economic strength against the delinquent Employer by picketing the Employer at its various construction projects to protest the Employer's continued delinquency. Said picketing shall not be considered a breach of this Agreement.

It is understood and agreed by and between the parties that the remedies listed above for the Union to pursue in the case of a delinquent Employer are not exclusive but are in addition to all other remedies legally available to the Union at the time of said delinquency.

If the Welfare Fund is held to be improper or illegal under any applicable State or Federal Law during the term of this Agreement, the Employer may cease payment to said Welfare Fund and at such time further negotiations may take place between the parties with respect to the Health and Welfare Plan.

Employer agrees to be further bound as follows: On or before the 10th day of December, March, June and September of each year, the Employer and/or his Workmen's Compensation Carrier, agree to notify the administrative office of the Kentucky Laborers' District Council Health and Welfare Fund, the names and social security numbers of all employees who are drawing benefits, or are entitled to benefits, under the Employer's Kentucky Workman's Compensation Insurance coverage for the preceding period.

LABORERS' NATIONAL PENSION FUND

The Employer and the Union agree as follows:

1.(a) Commencing with the **first day of July, 2012**, and for the duration of the current Collective Bargaining Agreement between the said parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Laborers' National Pension Fund for each employee covered by the said Collective Bargaining Agreement, as follows;

(b) For each hour or portion thereof for which an employee receives pay, the Employer shall make a contribution as set forth in Appendix 1 to the above-named Pension Fund.

(c) For purposes of this Article, each hour paid for shall be counted as hours for which contributions are payable and each overtime hour shall be counted as one regular hour for which contributions are payable.

(d) Contributions shall be paid on behalf of an employee starting with the Employee's first hour of employment in a job classification covered by the Collective Bargaining Agreement.

(e) The payments to the Pension Fund required above shall be made to the "Laborers' National Pension Fund" established under an Agreement and Declaration of Trust, a copy of which will be signed by the Employer as a "Contributing Employer.

2. It is agreed that all contributions shall be made at such time and in such manner as the Trustees of the Pension Fund require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.

3. If an Employer fails to make contributions to the Pension Fund within twenty (20) days after the date required by the Trustees of the Pension Fund, the Union shall have the right to take whatever steps are necessary to secure compliance with this Article, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all reasonable costs for collecting the payments due together with any reasonable attorneys fees and such reasonable liquidated damages which may be assessed by the Trustees and the Employer's liability for payment hereunder shall not be subject to the grievance procedure or arbitration provided under the Collective Bargaining Agreement.

4. It is agreed that the Pension Plan adopted, or to be adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

5. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is **June 30, 2015**. Any copies of renewal or extension agreements will be furnished promptly to the said Pension Fund Office, and if not consistent with the Participation Agreement, can be used by the Trustees as the basis for termination of participation of the Employer.

6. If the Pension Fund is held to be improper or illegal under any applicable State or Federal Law during the term of this Agreement, the Employer may cease payment to said Pension Fund and at such time further negotiations may take place between the parties with respect to the Pension Plan.

7. For all work performed in the Kentucky Counties of Crittenden, Webster, Union and Henderson, the Employer agrees to pay, commencing **July 1, 2012**, the appropriate sum set forth for each hour worked, whether at Regular or overtime rates, for all employees covered under this Agreement, to the State of Indiana District Council Pension Fund.

EDUCATIONAL TRUST FUND

Section 1. The Employer and the Union do hereby agree to establish an Educational Trust Fund (hereinafter called Trust Fund) to be administered in accordance with the provisions of the Trust Agreement and applicable law.

Section 2. Effective **July 1, 2012,** the Employer agrees to pay into the Kentucky Laborer's Educational Trust Fund the appropriate sum as listed in Appendix 2 for each hour worked by Employees covered by this Agreement. Payments shall be made in accordance with the rules and regulations adopted by the Trustees of said Trust Fund.

Section 3. The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the Kentucky Laborer's Joint Training and Apprenticeship Trust Fund.

Section 4. The Apprenticeship and Training Standards, which are registered and approved with the Kentucky State Apprenticeship and Training Council, are hereby incorporated by reference as a part of this Agreement.

Section 5. Only journey workers (those individuals who can demonstrate reasonable proof that they meet the qualifications established by the respective Local Unions for the classification of Construction Craft Laborer) or apprentices (those indentured and making satisfactory progress in the apprenticeship program) are eligible for employment. Any person entering but failing to maintain and complete his or her apprenticeship shall not be employed by the Employer as a journey worker 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 6. Apprentice wage rates shall be:

Hours of Credit	Wage Rate
0 – 999	80% of Journey Worker
1,000 – 1,999	85% of Journey Worker
2,000 – 2,999	90% of Journey Worker
3,000 – 3,999	95% of Journey Worker
over – 4,000	Journey Worker

Section 7. The Employer may pay a higher rate at its option. However, the Apprentice must meet his or her commitments to the Joint Apprenticeship Committee regardless of the level being paid. The Employer shall pay an apprentice the full fringe benefit package as described in this contract.

Section 8. Entry into the apprenticeship program shall be controlled by the Kentucky Laborers' Joint Apprenticeship and Training Committee (JATC). 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 9. The Employer shall participate in the apprenticeship program by accepting apprentices for employment upon referral by the Union.

Section 10. The Employer may not employ an apprentice until at least one journey worker is employed and thereafter may not employ more than one (1) apprentice for every additional three (3) journey workers.

Section 11. 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 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 of all reassignments.

Section 12. An apprentice shall not work on the jobsite unless supervised by a journey worker.

Section 13. An apprentice shall not be penalized for taking off from work to attend offsite training (though time off for training is unpaid).

Section 14. Effective (see Schedule for the Local Unions attached),the Employer agrees to pay into the Kentucky Laborers' Joint Apprenticeship and Training Trust Fund the sum of (see Schedule) cents per hour for each hour worked by employees covered by this Agreement. Payments shall be made in accordance with the rules and regulations adopted by the Trustees of said Trust Fund.

Section 15. The payments of the Employers' contributions to the Trust Fund shall be made monthly to the Trust Fund on a date and in a manner and from prescribed by the Trustees of the Fund.

APPENDIX NO. 4
LIUNA Tri Fund

Section 1. The Employer and the Union recognize that labor and management share mutual interest in the training, health and safety and marketability of the unionized construction workforce. To advance these mutual interests and seek resolution of mutual concerns regarding training, health and safety and market share through the labor-management cooperation.

Section 2. The Employer shall submit all contributions required by the article, along with such contribution reports to the following funds.

The Laborers' Health and Safety Fund of North America, a tax exempt trust maintained in accordance with Section 302c(9) of the Taft Hartley Act: two cents ($.02) per hour or portion of an hour.

The Laborers-Employers Cooperation and Education Trust, a tax exempt trust maintained in accordance with Section 302c(9) of the Taft Hartley Act: two cents ($.02) per hour or portion of an hours.

The Laborers-AGC Education and Training Fund, a tax exempt trust maintained in accordance with Section 302c(9) of the Taft Hartley Act: two cents ($.02) per hour or potion of an hour.

The Ohio Valley & Southern States Laborers-Employers Cooperation and Education Trust, a tax exempt trust maintained in accordance with Section 302c(9) of the Taft Hartley Act: four cents (.04) per hour or portion of an hour.

Section 3. In order to facilitate collection of the agreed upon contributions, the employer shall submit the total contributions of ten cents ($.10) per hour or portion of an hour, in one check to the appropriate agency designated by the Fund along with such contribution reports as may be required on a monthly basis or at such other times as the Funds may require. The Funds shall be entitled to have a certified public accountancy firm audit the payroll and other records of the Employer to verify the accuracy of the contribution payments and for no other purpose.

Section 4. The Employer accepts and agrees to comply with the Agreements and Declarations of Trust establishing the Funds and all amendments thereto, as well as the rules adopted by the Board of Trustees of said Trust when adopted. In addition the Employer accepts the management trustee of the respective Funds as his representative on the Board of Trustees.

ACCEPTANCE OF AGREEMENT

The undersigned Contractor acknowledges receipt of the Agreement expiring **June 30, 2015** and entered into between the Heavy and Highway Contractors and/or Associations, and the Kentucky Laborers' District Council for and on behalf of its affiliated Local Unions chartered by Laborers' International Union of North America, AFL-CIO.

The undersigned Contractor, having read the above Agreement hereby approves same and through the medium of this instrument accepts the Agreement and becomes a party hereto.

Please COMPLETE and PRINT the following information:

CONTRACTOR:

_____

ADDRESS:

_____

PHONE & FAX:

_____

BY:

_____

DATE:

_____

Return one (1) copy to:

Mitchell P. Oney, President / Business Manager
Kentucky Laborers District Council
1994 By Pass South
Lawrenceburg, Kentucky 40342