2012 – 2015

INDIANA BUILDING, SEWER, WATERLINE and UTILITY AGREEMENT

Negotiated By and Between

ORIGINAL

Building Division – ICA, Inc.

and

International Union of Operating Engineers
Local 181

Effective: March 13, 2012
Through March 31, 2015

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NOTES

Agreement

THIS AGREEMENT made and entered into as of March 13, 2012, by and between the undersigned members of Building Division – ICA, Inc., hereinafter referred to as "Association," as their negotiating agent, and all other contractors who become signatory to this Agreement; and the International Union of Operating Engineers, Local 181, of Henderson, Kentucky, a labor organization, hereinafter referred to as "Union."

It is further understood that Building Division – ICA, Inc. is acting solely as negotiating agent for those contractors that have given their bargaining rights to the Association and shall not be responsible for breach of said Agreement on the part of any individual members.

This agreement is binding on all members which have granted bargaining rights to the Building Division – ICA, Inc. who are engaged in the construction industry.

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

This Agreement covers the entire understanding between the parties hereto. No oral or written rule, regulation or understanding which is not embodied herein shall be of any force or effect upon the parties hereto and it is the intention of the parties hereto to fully preserve the full force and effect of all provisions of the Agreement not contrary to law.

WITNESSETH THAT: The Employer and Union, in consideration of their mutual promises, agree as follows:

SCOPE OF THE AGREEMENT

1) Building Construction:

This agreement shall apply to work classifications and operations as are generally accepted as building construction and site work within the contract limit lines, such as:

Construction, erection, modification, demolition, addition to or improvement of a building structure or structures, the construction, erection, modification, addition or improvement of an industrial plant or commercial construction and the driving of sheeting, piling, caisson work, all excavating, backfilling and site preparation and site work outside of the building line, foundation work or dewatering or any work directly related to the aforementioned type of building construction and site work, including shafts, tunnels, storage caverns, driveways, parking lots and railroad spurs, other than the main railroad right of way.

2.) Utility Construction:

This Agreement shall apply to work classifications and operations within the contract limit lines such as:

The construction, modifications, addition, and/or repair of: sanitary and storm sewer installations, sanitation projects including treatment plants and facilities, lift stations, pumping stations, water lines, water treatment plants and facilities and water supply projects.

The repair, maintenance, construction, installation, treating and reconditioning of pipelines transporting coal, gas, oil, or other similar materials, vapors or liquids as well as cable, conduit, telephone and power lines, and the dredging and/or removal of waste of existing ash pits and/or open waste storage areas.

It is further understood that this Agreement shall not apply to main line pipeline work covered by the National Pipeline Agreement of 8-1-68; any sewer, waterline or underground boring of work let in conjunction with, and or incidental to street or highway improvements; in conjunction with or incidental to the construction of watershed projects, flood control projects, dikes, levees, reservoirs, dams or dredging projects, on waterways, ports or work let by the U.S. Corps of Engineers as such.

Liability Insurance

The Employer agrees to furnish public liability, property damage, Worker's Compensation and occupational health and disease insurance in accordance with local, state and federal statutes.

Compensation Insurance

The Employer shall carry Worker's Compensation Insurance with a company authorized to do business under the applicable state laws and regulations, and shall, in addition, pay the tax necessary to secure for all such employees the benefits of the Indiana Unemployment Compensation Insurance Act irrespective of the number of employees employed.

Article I

1. Definition of Employee

Wherever the term "employee" is used herein, the same shall be deemed to mean and refer to a person employed by the Employer and having a job classification of or performing labor as a practical operating engineer or apprentice.

2. Employees Covered

This Agreement shall have effect on and cover employees performing work in the area covered by Article II of this Agreement for the Employer and all job site equipment repairs and maintenance and all other job site work which has been or may be awarded to the International Union of Operating Engineers and, without limiting the foregoing, all classifications of employees listed in Article VII and any addition or additions thereto during the life of this Agreement. Provided, however, that this Agreement does not cover warranty and specialized mechanics who are

not employees of the Employer. Such mechanics may perform job site repair or job site maintenance if assisted by an employee covered by this Agreement.

3. Work Coverage

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

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

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

Article II

Area Limits

It is agreed that the provisions of this Agreement shall be applicable to all work of the Employer involving Operating Engineers and Apprentices performed at the job sites located within territorial jurisdiction of the Local Union, and the territorial jurisdiction of the Local Union shall be: Bartholomew, Brown, Clark, Crawford, Dearborn, Decatur, Dubois, Floyd, Franklin, Gibson, Harrison, Jackson, Jefferson, Jennings, Lawrence, Martin, Ohio, Orange, Perry, Pike, Posey, Ripley, Scott, Spencer, Switzerland, Vanderburgh, Warrick, and Washington Counties in the State of Indiana.

Article III

Hiring Procedure

This hiring procedure agreement is entered into between _____ _____ hereinafter referred to as the Employer, and Local Union No. 181, International Union of Operating Engineers hereinafter referred to as the Union, in order to provide the Employer with a means of securing an efficient and competent working force on a nondiscriminatory basis, and in order to minimize casual employment by securing a fair distribution of work among the workers represented by the Union. To these ends the Employer and the Union agree as follows:

1. The Employer shall give the Union twenty-four (24) hours' notice of its need for workers, and within such 24 hour period shall not hire persons not referred by the Union. If, however, the

Union fails to refer workers within such 24 hour period after having been notified to do so, the Employer shall have the right to hire persons not referred by the Union.

2. In notifying the Union of its need for workers, the Employer shall specify to the Union (a) the number of workers required, (b) the location of the project, (c) the nature and type of construction involved, (d) the work to be performed, and (e) such other information as may be necessary to enable the Union to make proper referral of applicants.

3. The Employer shall have the right to determine the competency and qualifications of the employee referred by the Union, and the right to hire or not hire accordingly.

4. The selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of union membership, policies or requirements.

5. The Union shall register and refer all applicants for employment on the basis of the priority groups listed below. Each applicant shall be registered in the highest priority group for which he or she qualifies.

GROUP A

All applicants who have worked as Operating Engineers for the past four (4) years; have been employed for an aggregate time of at least one (1) year during the last four (4) years by employers who are parties to the Collective Bargaining Agreements with the Union, not containing discriminatory referral provisions; and who have maintained residence for the past year within the geographical area constituting the normal construction labor market as hereinafter defined.

GROUP B

All applicants for employment who have worked as Operating Engineers for the past four (4) years and have been employed for an aggregate time of at least six (6) months during the last four (4) years by employers who are parties to Collective Bargaining Agreements with the union, not containing discriminatory referral provisions.

GROUP C

All applicants for employment who have worked as Operating Engineers for the past two (2) years and who have maintained residence for the past year within the geographical area constituting the normal construction labor market, hereinafter defined.

GROUP D

All applicants for employment who have worked as Operating Engineers for one (1) year.

GROUP E

All other applicants for employment.

6. The Union shall maintain a separate list for each of the five Groups set forth above, and shall list the applicants within each Group in the order in which they register as available for employment.

7. In referring applicants to the Employer, the Union shall first refer applicants in Group A in the order of their places on the list, and then refer applicants in the same manner successively from the lists for Groups B, C, etc. Any applicant who is rejected by the Employer shall be restored to his place on the list for his Group. When a registrant is referred for employment and is actually employed on a job for more than five (5) days, such registrant's name shall be removed from the list. When his employment terminates he shall be registered at the bottom of the appropriate Group list on which he is entitled to be registered. If a registrant, upon being referred for employment in regular order, refuses to accept the employment, such registrant's name shall be placed at the bottom of the Group list on which he is registered.

8. Re-registrations for referral shall be accepted by the Union at any time during its customary office hours. New registrations shall be accepted by the Union at least once each week during office hours. Reasonable notice of new registration periods shall be posted by the Union in the union office and in any other place where notices to employees and applicants for employment are customarily posted.

9. The Union will use its best efforts to notify an applicant for referral when such applicant is to be referred to a job pursuant to the request of the employer but assumes no obligation or responsibility for failure to locate such applicant.

10. The priorities of referral set forth in paragraph 5 above shall be followed except that in cases where the Employer requires and calls for employees possessing special skills and abilities, the Union shall pass over any applicants on the register not possessing such special skills and abilities.

*The Employer shall request only men who are registered out of work in Group A only, and they shall have been a former employee who has worked for the requesting Employer in the past year in the geographical area. All requests shall be in writing. Applicant must have been on the referral register at least five (5) days before employee can be requested by the Employer. If an employee is called back to the same Employer within five (5) working days, such employment shall be considered continuous employment and shall be counted as such. In cases where the union does not have twenty-four (24) or more hours to fill an order for referral for a few-day job (5 or less days) the Union may pass over applicants on the register in order to promptly fill the order.

11. The Union shall require all job applicants who have not previously registered to submit a resume of experience and qualifications.

12. In the event any job applicant is aggrieved with respect to the functioning of this hiring agreement, he may, within ten (10) days following the occurrence of the event which constitutes the basis for the grievance, file with the person in charge of registration and referral a written statement of the grievance clearly and specifically setting forth the wrong or violation charged. An Appellate Tribunal consisting of an Employer-Representative, a Union-Representative and an impartial Chairman appointed jointly by the Employer and Union, shall consider such grievance and render decisions which shall be binding. The Appellate Tribunal is authorized to issue procedural rules for the conduct of its business, but is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decision shall be in accord with the Agreement.

13. The Union and the Employer shall post in places, where notices to employees and applicants for employment are customarily posted, all provisions of this hiring hall Agreement.

DEFINITIONS

14. (A) "Normal construction labor market" is defined to mean the following geographical area:

All of Kentucky with the exception of Boone, Kenton, Campbell and Pendleton Counties. The following counties in the State of Indiana: Bartholomew, Brown, Clark, Crawford, Dearborn, Decatur, Dubois, Floyd, Franklin, Gibson, Harrison, Jackson, Jefferson, Jennings, Lawrence, Martin, Ohio, Orange, Perry, Pike, Posey, Ripley, Scott, Spencer, Switzerland, Vanderburgh, Warrick, and Washington.

The above geographical area is agreed upon by the parties to include the areas defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which this Agreement applies plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured.

(B) Resident - means a person who has maintained his home in the above defined geographical area for a period of not less than one (1) year or who, having a permanent home in this area, has temporarily left with the intention of returning to his permanent home.

15. Any actions taken by employees or others resulting from the administration of the Hiring Hall will not result in any liability of any kind to any Employer covered by this Agreement.

Local No. 181 of the International Union of Operating Engineers has in effect with certain employers a "Hiring Procedure" by which it refers applicants for employment to said employers. Copies of this "Hiring Procedure" are posted in the Local Union offices available to all interested parties. They are also posted on all jobs and projects where they are in effect, provided that the employer has made available a place for their posting.

This "Hiring Procedure" provides that "Re-registrations for referral shall be accepted by the Union at any time during its customary office hours. New registrations shall be accepted by the Union at least once each week during office hours. Reasonable notice of new registration periods

shall be posted by the Union in the Union offices and in any other place where notices to employees and applicants for employment are customarily posted."

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

District 1 - 700 N. Elm St, Henderson, KY 42420, (270) 826-2704

District 2 - 6500 Interchange Rd, N, Evansville, IN 47715, (812) 474-1811

District 3 - 2902 Crittenden Dr., Louisville, KY 40209, (502) 636-1476

District 4 - 121 Cherrybark, Lexington, KY 40503, (859) 278-8458

District 5 - 924 Clark St., Paducah, KY 42001, (270) 443-7766

District 6 – 1454 Diederich Blvd, Russell, KY 41169, (606) 325-8963

ARTICLE IV

Union Shop

A. All employees covered by this Agreement shall be required as a condition of employment to apply for and to become members of and to maintain membership in the Union within eight (8) days following the beginning of their employment or the effective date of this clause, or the signing of this Agreement, whichever is the later. This clause shall be enforceable to the extent permitted by law.

B. The Union recognizes its obligations and therefore assumes full responsibility to every Employee discharged under the provisions of the paragraph last above set out as a result of a written request from the Union to the individual Employer of the Employees.

ARTICLE V

Declaration of Principles

The following underlying principles shall apply to all relations under the Agreement:

A. No limitations shall be imposed upon the amount of work an Employee shall perform during his working day.

B. No restrictions shall be imposed upon the use of machinery, tools or appliances, except as may be hereinafter provided in the Working Rules.

C. No restrictions shall be imposed upon the use of raw or manufactured materials, except that prison-made materials or products shall not be used.

D. Employees shall be entitled to demand and receive the wages and all other benefits provided for by the terms of this Agreement.

E. The Foreman shall be mutually agreed upon by the Union and the Company.

F. It is the intent and purpose of this Agreement to prevent slowdowns, forcing of overtime spread-work tactics and standby crews.

ARTICLE VI

Working Rules

A. HOURS OF WORK:

1. 8 HOURS: The regular working days shall consist of eight (8) hours to be worked between the hours of 6:00 a.m. and 6:00 p.m., and the regular working week and regular starting time for that week shall consist of five (5) consecutive days beginning Monday 6:00 a.m. and ending Friday at the close of regular work day. A meal period of one half (1/2) hour between the third and fifth hour on the employees time will be provided.

It is recognized by the parties to this Agreement that the standard work week may not be desirable or cost effective for some projects, and other arrangements for hours of work will be considered. Such proposed modifications to the standard work week shall be by mutual agreement, and apply only to the specified project for the agreed upon time period. In reaching a decision to modify the work week, the parties shall consider the project schedule, manpower requirement, the geographic location of the project and other appropriate factors.

2. 10 HOURS: The Employer may work four 10-hour shifts before overtime is paid, provided that all work beyond 10 hours per day or 40 hours per week or all work on Saturday is paid at the time and one-half rate. Friday may be used as a make-up day only for inclement weather, otherwise time worked on Friday will be paid at the time and one-half rate. The regular work day shall consist of ten (10) consecutive hours commending at 7:00 a.m. unless

otherwise mutually agreed upon, with a meal period of one-half hour on the employee's time at mid-point of shift. The starting time will apply to all employees.

B. SHIFT WORK: A first shift is not necessary to establish the existence of the second and/or third shift. If the Employer wishes to work two (2) or three (3) eight-hours shifts, the working hours of each shift shall be mutually agreed upon between the Business Representatives of the Union and the Employer or his representatives. In no case shall an Employee be allowed to work more than eight (8) hours unless the applicable overtime rate is paid.

When two or more shifts are worked, the first shift shall work eight (8) hours and receive eight (8) hours pay at the applicable wage rate for that day.

The second shift shall work seven and one-half (7 1/2) hours and receive eight (8) hours pay, and the third shift shall work seven (7) hours and receive eight (8) hours pay.

CONTINUOUS SHIFT WORK: When an Employer works shift work on a continuous shift basis, hours of the first shift will be from 7:00 a.m. to 3:00 p.m., the hours of work for the second shift will be from 3:00 p.m. to 11:00 p.m., the hours of work for the third shift will be from 11:00 p.m. to 7:00 a.m. When continuous shift work is performed on a two or three shift basis, there shall be a paid half-hour lunch period for all shifts involved.

C. OVERTIME: Time and one-half shall be paid for all overtime work which shall include Saturday and all work performed before the established starting time, or after eight (8) hours work, and work performed during the established lunch period.

During overtime, if Operating Engineers are servicing a craft or working compositely with a craft that is receiving double time, those Operating Engineers shall receive double time. On all present Project Agreements, Operating Engineers over-time rate will be the same as other crafts employed on the project. All other overtime will be time and one-half except Sundays and Holidays which shall be double time.

If Employee works more than ten (10) hours he will be entitled to a paid one-half hour lunch period, after the first two (2) hours overtime.

After fourteen (14) hours worked, the employee is entitled to another paid one-half hour lunch period.

Double time shall be paid for all overtime work performed on Sundays and Holidays. Holidays shall be New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or days observed as such. Veteran's Day shall be observed Friday after Thanksgiving Day. All holidays falling on Sunday shall be observed on Monday following. Saturday overtime to begin immediately after midnight Friday and Sunday overtime to end at midnight Sunday.

D. No time shall be paid in less than half hour increments. Any fractional part of a half hour shall be a half hour.

E. REPORTING TIME:

1.) 8 HOUR SHIFTS: If the services of an Engineer or Apprentice are not required, he or she shall be notified the day previous and not later than ten (10) minutes before the regular quitting time by the Foreman or whoever may be in charge: otherwise: Any Employee reporting for work shall receive two (2) hours' pay at the applicable rate for that day.

If an Employee starts to work, he or she shall receive four (4) hours pay at the applicable rate for that day.

If an Employee starts to work after the fourth hour and is sent home for any reason he or she shall receive the applicable rate for the actual hours worked.

If an Employee is referred by the union or called by his employer after the established starting time he or she will be paid for eight (8) hours at the applicable wage rate for that day.

2.) 10 HOUR SHIFTS: If the services of an Engineer or Apprentice are not required, he or she shall be notified the day previous and not later than ten (10) minutes before the regular quitting time by the Foreman or whoever may be in charge; otherwise: Any Employee reporting for work shall receive two (2) hours' pay at the applicable rate for that day.

If an Employee starts to work, he or she shall receive five (5) hours pay at the applicable rate for that day.

If an Employee starts to work after the fifth hour and is sent home for any reason he or she shall receive the applicable rate for the actual hours worked.

If an Employee is referred by the union or called by his employer after the established starting time he or she will be paid for ten (10) hours at the applicable wage rate for that day.

F. When an Employee shall operate more than one (1) rig on one (1) shift and there is a difference in the scale of wages, he shall be paid the higher scale for the whole shift.

G. Employees must be paid for all the time required to stay on the job waiting for any cause.

H. BREAKDOWNS: It is agreed that when a machine breaks down and the engineer is not assigned to other work covered by this Agreement, the engineer and assistant, if any, shall be retained at the regular rate of wages for the completion of the shift at the regular rate of wages for the completion of the shift and shall assist a mechanic or mechanics, if any, assigned to repair such machine. When repair work on any machine continues for subsequent shifts and assistance is required, the engineer and assistant, if any assigned to the machine shall be retained to assist mechanic or mechanics; if said engineer is assigned to operate another machine, and assistance is required, an employee included in the bargaining unit covered by this Agreement shall be employed

as a mechanic's helper. Engineers assigned temporarily to another machine during said breakdown period shall be considered assigned for the purpose of additional hours or days of work or until his regularly assigned machine is placed back into operation.

I. PAYDAY: The payroll period shall end on Sunday at 12:00 o'clock midnight and payday shall be on or before 4:30 p.m. the following Friday, unless otherwise agreed to by the Business Agent. If authorized by an employee, said employee may be paid by direct deposit to a bank of the employee's choice. 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 purposes said deductions were made. Employees laid off at any time shall be paid immediately. If Employee is not paid up to date at the time of his discharge, he shall receive two hours' pay for picking up his check at the regular rate of pay. Employee may elect to have the Company mail his check. If an employee is laid off and he is not called or does not return to work within a five-day period, it shall be considered a permanent layoff.

J. A fireman must be employed on all boilers.

K. An oiler or assistant to the engineer must be employed on all cranes including self-propelled cranes, truck cranes, hydrocranes, draglines, shovels with a rating capacity of over 35 tons, on rough terrain, cherry picker type hydraulic cranes with a rating of over 65 tons, hydraulic backhoes over 3 1/2 yards capacity and on all gradealls, caisson and core drilling machines.

In the event a second person is required on said equipment, that person shall be an Operating Engineer.

On inland dredging projects "mud cats" shall be operated and maintained by at least one Dredge Operator and one Assistant Engineer. All dredges under fourteen inches will be operated and maintained by at least one Dredge Operator and one Assistant Engineer with additional Pipe Shoremen to be decided at a pre-job conference.

Dredges fourteen inches and over shall be operated and maintained by at least one Dredge Operator, one Dredge Engineer and one Assistant Engineer or Oiler with additional Pipe Shoremen to be decided at a pre-job conference.

L. The Employer shall furnish suitable shelter to protect Employees from falling materials and from the elements. Heat and/or curtains shall be provided for all equipment wherever possible from November 1 to April 1. Umbrellas shall be furnished on all tractors wherever practical during summer months. Iced drinking water shall be furnished on all rigs from April 1 until November 1.

M. In the event an Employee has completed his regular shift and left the site of the work and is called back to perform work, such Employee shall be paid at least two (2) hours at the overtime rate.

N. When there is equipment to be operated other than during normal operations when the rest of the normal crew is not working, the Operating Engineer who regularly operates the particular piece of equipment shall be given first chance to perform the work, if he can be contacted.

O. When an Employee, who regularly operates a particular piece of equipment, is told not to report for work and the Employer subsequently determines to operate the equipment, the Operating Engineer who was told not to report to work and who regularly operates the particular piece of equipment shall be given first chance to perform the work, if he can be contacted. In the event this employee is laid off, the provision of this paragraph will remain in effect for a period of five (5) working days.

P. The transportation by means of its own power of equipment operated by Employees covered by this Agreement shall be performed by Employees covered by this Agreement.

Q. No Employee covered by this Agreement shall furnish transportation within the job site or between job sites or from yard to job site for transportation of Employees or tools or equipment or for any other purpose as a condition of employment. The Employer shall furnish a safe and suitable storage place for tools.

R. Employees shall be employed on the minor or light equipment as defined below in this section.

1. For the purpose of definition in this section, minor or light equipment shall be defined as air compressor under 600 CFM, pump, welding machine (gasoline driven), conveyor, generator, mechanical heaters, maintenance, servicing and repair of motorized "JLG" lifts and "scissor" lifts when not used for hoisting.

2. Dewatering systems shall include electrical submersible pumps, electrical well pumps and other electrical pumps. The dewatering systems shall be installed, maintained and operated the same as well point systems. There shall be no set number of pumps in a system, but the pumps shall be within a reasonable area.

On continuous pumping operations, the Employer shall be allowed to set up six (6) hour pumping shifts, or eight (8) hour pumping shifts. Type of shifts shall be decided at the pre-job conference. Overtime on continuous pumping operations shall be computed at time and one-half (1 1/2).

If a dewatering system or pumping operation contains maintenance free pumps, it shall be mutually agreed between the employer and Business Representative that if no maintenance or surveillance is required on the second or third shift, then the Union will not require the equipment to be manned during this time provided that if any personnel, including other trades' supervisory personnel or security personnel are required to provide surveillance of pumping system, then that person shall be an Operating Engineer.

3. If only six (6) pieces of minor equipment are put into operation and there is an oiler employed on the job, the oiler shall operate six (6) pieces of minor equipment in addition to his oiling job, and shall receive fifty cents ($0.50) per hour "combination rate." No oiler shall be allowed to operate more than six (6) pieces of minor equipment without the approval of the Business Agent.

4. When up to six (6) pieces of minor equipment are put into operation, and there is no oiler on the job and there is an operating engineer employed, the Operating Engineer shall start and stop up to six (6) pieces of minor equipment and he shall receive an additional fifty cents ($0.50) per hour "combination rate." If employee operates a piece of minor equipment for less than four (4) hours, he shall receive four (4) hours' pay. If employee operates a piece of minor equipment over four (4) hours, he shall be paid for eight (8) hours.

5. An employee shall be employed when seven (7) or more pieces of minor equipment are put into operation. The employee shall operate up to and including eight (8) pieces of minor equipment at the Group B rate.

6. An employee shall be employed on one (1) 600 CFM and over air compressor, or on two (2) 600 CFM and over or one (1) air compressor with throttle valve at the Group B rate.

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

T. The Union and the Building Division – ICA, Inc. and/or signatory employer hereby agree that the drug and alcohol testing program developed by the joint efforts of the Southwestern Indiana Building Trades and the area contractor associations is incorporated by reference herein and made a part hereof this agreement.

The contribution rate for the Substance Abuse Program shall be five cents ($0.05) per hour, or an amount agreed upon by the trustees of the substance abuse program. This amount is paid in addition to wages and fringe benefits established herein.

U. In case of injury sustained by an employee in the course of employment and requiring immediate medical attention, the employer shall provide necessary transportation to the physician's office, clinic or hospital, and the employee's home if necessary. If the employee returns to work on the same day, he shall suffer no loss of time, and if sent home or to the hospital, shall be paid for the balance of the day's work period in which the injury was sustained. In no case shall such employee suffer loss of time when required to leave his job for treatment of three (3) hours or less for further treatment of such injury.

V. The Business Representative of the Union may appoint stewards, whose duty it shall be to see that the conditions of this Agreement are not broken by either the Employer or the Employees; and, in reduction of force and/or slack season, he shall be the last Employee to be laid off providing he is qualified - and, under no condition, shall he be discriminated against because of his position as Steward. The Business Representative shall be allowed to visit any job at any time on business for the Union. Under no condition shall the Steward be discharged until the Business Representative has been given twenty-four (24) hours notice.

W. APPRENTICESHIP AND TRAINING. The Employer and Union hereby agree to promulgate the hiring of minority and majority Apprentices and to use the wage scale and classifications contained in Article VII under Apprentice Wages and Classifications. The Employer

agrees that one (1) out of each ten (10) Operating Engineers employed shall be an apprentice. Apprentices will be placed by mutual agreement according to their qualifications and experience so as not to endanger property or the lives of other craftsmen. In no event shall an Apprentice receive wages higher than the wage classification of the job or equipment operations as outlined in Article VII - Wage Scale and Classifications. Also, at no time will the Apprentice Rate be lower than the Class B rate unless it is authorized by the Union.

It is mutually agreed that the Operating Engineers, Local 181 Apprenticeship and Training Standards registered with the Bureau of Apprenticeship and Training and the U.S. Department of Labor is a part of this Agreement as is set forth herein

Effective March 13, 2012 through March 31, 2012, the Employer shall pay to the International Union of Operating Engineers, Local 181 Apprenticeship and Training Fund the sum of Fifty Cents ($0.50) through the end of March, 2012 for each hour worked or paid for by employees covered by this Agreement when they are employed in the territorial jurisdiction of Local 181. Aforesaid contribution shall be paid by the Fifteenth (15th) of the month following the month of accrual and failure to pay by the Thirtieth (30th) of the month shall be considered a violation of this Agreement. The Apprenticeship and Training Fund shall be administered in accordance with the provisions of applicable law.

It is agreed that effective April 1, 2012, each Employer signatory to this Agreement, or facsimile thereof, will contribute to the Operating Engineers, Local 181 Apprenticeship and Training Fund sixty-five cents ($0.65) per hour for each hour worked or paid for all employees covered by this Agreement. Employer contributions shall be paid by the fifteenth (15th) of the month following the month of accrual and failure to pay by the thirtieth (30th) of said month shall be considered a violation of this agreement.

Upon written notice to the Employer from the Union at least 60 days prior to April 1, 2013 and April 1, 2014 the Employer agrees to increase its hourly contributions to the aforesaid Apprenticeship and Training Fund in the amount specified by said notice. The hourly wage scale then scheduled to go into effect shall be lowered in an amount equal to the increase in the hourly contribution to the Apprenticeship and Training Fund.

X. Equipment Changes: The Employer may utilize an A-B-A equipment operator change during any continuous shift. Additional changes may be permitted within reason; i.e.: load or unload deliveries, load or unload operator equipment from lowboys, pull trucks in or out, clearing debris from work area so contractor may get to work site and after regular scheduled shift.

The above changes shall not be used for the purpose of depriving another employee of additional work.

ARTICLE VII

Wage Scale and Classifications

CLASS A – 1 **Minimum Wage Rate** per hour for Operating Engineers possessing 3rd party certification: (NCCCO) – National Commission for the Certification of Crane Operators or (OECP) – Operating Engineers Certification Program on the following equipment shall be:

	3-13-12	4-1-12	4-1-13	4-1-14
Hourly Rate	$29.68	$30.38	TBD	TBD
Health & Welfare	$7.50	$7.50		
Pension	$5.00	$5.25		
Training	$.50	$.65		
Drug Testing	$.05	$.05	$.05	$.05
ARSC Safety Trng.	$.05	$.05	$.05	$05
CAPCI	$.07	$.07	$.07	$.07
GROSS	$42.85	$43.95	$45.05	$46.15
EPEC Deduction	$0.05	$0.05	$0.05	$0.05
Admin. Dues Deduct.	3% of gross wages	3% of gross wages	3% of gross wages	3% of gross wages

Chimney hoist, crane, gantry crane, hydraulic crane, locomotive crane, motor crane, overhead crane, rough terrain crane, swing crane, tower crane.

CLASS A. **Minimum Wage Rate** per hour on the following equipment shall be:

	3-13-12	4-1-12	4-1-13	4-1-14
Hourly Rate	$28.68	$29.38	TBD	TBD
Health & Welfare	$7.50	$7.50		
Pension	$5.00	$5.25		
Training	$.50	$.65		
Drug Testing	$.05	$.05	$.05	$.05
ARSC Safety Trng.	$.05	$.05	$.05	$.05
CAPCI	$.07	$.07	$.07	$.07
GROSS	$41.85	$42.95	$44.05	$45.15
EPEC Deduction	$0.05	$0.05	$0.05	$0.05
Admin. Dues Deduct.	3% of gross wages	3% of gross wages	3% of gross wages	3% of gross wages

A-frame winch truck, articulating dump, autograde (CMI), auto patrol, ballast regulator (RR), batcher plant (electrical control concrete), bending machine (pipe), bituminous plant (engineer), bituminous plant, bituminous mixer travel plant, bituminous paver, bituminous roller, boring machine, buck hoist, bull dozer, cable way, Chicago boom, chimney hoist, clamshell, concrete mixer (21 cu. ft. or over), concrete paver, concrete pump (crete), construction elevator (Allmac or similar) crane, craneman, crawler backhoe, crawler high-lift, crusher plant, derrick, derrick boat, dinkey, directional/boring machine, dope pots (pipeline), double drum tugger (electric or air), dragline, dredge operator, dredge engineer, drill operator, elevating grader, extendable boom forklift, formless paver, gantry crane, gator (or similar type tiller), gradeall, grader, grademan, greaser (on grease facility servicing heavy equipment), G.P.S System (on equipment within the classifications), grout pump, head greaser, helicopter crew, Hetherington paver, hoist (motorized,

gas or diesel), hydraulic crane, hydro blaster, Industrial type forklift (over 9,000 lbs), laser concrete screed, laser or remote controlled equipment (within the classifications), locomotive crane, locomotive, mechanic, mobile mixer, motor crane, mucking machine, multiple tamping machine (RR) overhead crane, pile driver, pulls, push dozer, push boats, roller (sheep foot), rough terrain crane, R.T. backhoe, R.T. endloader, Ross carrier, scoop, shovel, side boom, skidsteer loader (bobcat or similar type), swing crane, tail boom, tar machine (pipeline), tower crane, trench machine, welder (heavy duty), truck mounted concrete pump, truck-mounted drill, vacuum truck, well point, whirleys.

CLASS B. **Minimum Wage Rate** per hour on the following equipment shall be:

	3-13-12	4-1-12	4-1-13	4-1-14
Hourly Rate	$20.55	$21.25	TBD	TBD
Health & Welfare	$7.50	$7.50		
Pension	$5.00	$5.25		
Training	$.50	$.65		
Drug Testing	$.05	$.05	$.05	$.05
ARSC Safety Trng.	$.05	$.05	$.05	$.05
CAPCI	$.07	$.07	$.07	$.07
GROSS	$33.72	$34.82	$35.92	$37.02
EPEC Deduction	$0.05	$0.05	$0.05	$0.05
Admin. Dues Deduct.	3% of gross wages	3% of gross wages	3% of gross wages	3% of gross wages

Air compressor (1 or more, 600 cfm and over), air compressor with throttle valve, assistant engineer, bituminous distributor, brakeman, bullfloat, cement gun, concrete mixer, concrete saw, concrete spreader or puddlers, conveyor, deck hand oiler, deck engine, drill helper, earth roller, electric vibrator compactor (earth or rock), elevator (in-plant, automatic), finishing machine, fireman, form grader, generator, guard-rail driver, heater, oiler, Industrial type forklift (9,000 lbs and under), material pump, motor boats, paving joint machine, post hole digger, power broom, power traffic signals, rock roller, rock spreader, Roller (earth or rock), spike machine (RR), steam jenny, sub grader, tamping machine, truck crane oiler, truck mounted drill oiler, Tugger (one-drum, air or electric) vibrator, vibro-piling hammer-hydraulic hammer or auger, water pump, widener (apsco or similar type) welding machine, JLG lifts and scissor lifts or similar machine.

The Business Representative of the Union and the Employer shall use above classifications of machines and wage rates to determine the wage rate to be paid to an operator of any machine not specified herein.

The rates of pay for Local 181 Apprentices are based on a percentage of Group A wage rates as established in this Collective Bargaining Agreement. The percentage figures are based on the following six (6) steps:

0 to 1,000 hours.....60% - 1st Step
1,001 to 1,999 hours.....65% - 2nd Step
2,000 to 2,999 hours.....70% - 3rd Step
3,000 to 3,999 hours.....75% - 4th Step
4,000 to 4,999 hours.....80% - 5th Step
5,000 to 6,000 hours.....90% - 6th Step

The pay rate of all Apprentices shall be for the proper period of training as determined by the Joint Committee and as stipulated in the Apprenticeship Agreement. At no time will the Apprentice rate be less than the pay in Group B or any more than the classification of the machine he is operating unless it is authorized by the Union.

COMBINATION RATES

1. Long Boom Pay:

a. All crane operators operating cranes, including hydraulic cranes, with booms one hundred twenty five (125) feet and over including jib, shall be compensated an additional fifty cents ($0.50) per hour over and above the "Class A-1" and "Class A" wage scale.

b. All crane operators operating cranes with booms one hundred seventy five (175) feet and over including jib, shall be compensated an additional one dollar ($1.00) per hour over and above the "Class A-1" and "Class A" wage scale.

c. All crane operators operating cranes with booms two hundred seventy five (275) feet and over including jib, shall be compensated an additional one dollar and fifty cents ($1.50) per hour over and above the "Class A-1" and "Class A" wage scale.

2. Long Boom Pay, Tower Cranes: The length of mast and boom combined shall be used in determining Long Boom Pay for Tower Cranes.

3. Piling Leads: All crane operators using piling leads, regardless of boom length, will receive an additional fifty cents ($0.50) per hour or Long Boom Pay.

4. Tower Crane Operators will receive an additional one hour each day for operating a tower crane when it is determined by mutual agreement not to use an oiler.

5. Tandem pulls, tandem dozers or tandem push tractors shall be at a "combination rate" of fifty cents ($0.50) per hour for each additional unit.

6. Men working underground shall be paid ten per cent (10%) additional, to the next even cent. This does not apply to open cut work.

7. "Combination rate" shall mean fifty-cents ($0.50) per hour in addition to the regular rate.

8. Buck hoist, elevators, material hoist and overhead cranes used for handling construction materials, regardless of ownership, shall be operated by Operating Engineers.

9. Master Mechanics shall receive Class A rate plus fifty cents ($0.50) per hour "combination rate." Master Mechanics and Mechanics must be members of the Operating Engineers.

10. Certification. All Operators possessing equipment certification approved by the Joint Apprenticeship and Training Committee shall receive fifty cents ($0.50) per hour "combination rate" in addition to the wage rate listed in Article VII "Wage Scale and Classifications." The "combination rate" shall apply while operating equipment on which the operator has attained certification approved by the Joint Apprenticeship and Training Committee. Certification "combination rate" will not apply to Class A-1.

ARTICLE VIII

Operator Foreman

A. One (1) Foreman is required for each shift on a project of an Employer having eight (8) or more Employees and an additional Foreman is required on said project having twenty (20) or more Employees and an additional Foreman is required on said project having thirty-five (35) or more of the aforementioned Employees. When the third Foreman is required, one (1) of the aforementioned Foremen shall be designated as a General Foreman and shall receive one dollar ($1.00) per hour above Class A rate and shall receive such wages as long as twenty (20) or more employees are employed on said project. The assignment of a General Foreman shall be by mutual agreement. Such Foreman shall have only such authority as assigned by the Employer.

B. The Foreman shall receive not less than fifty cents ($0.50) per hour over and above the regular rate of pay for crane operators.

C. Duties of the Operator Foreman shall be (1) to replace any absenteeism, (2) to replace any Operating Engineer who has started to work and may have to leave through no fault of the Employer, (3) to assist any Operating Engineer who may need help or advice, (4) to assign Operating Engineers to the equipment, if the Employer so desires, and (5) to operate any equipment on the job provided the Employer has made an effort to hire an operator.

D. No Foreman shall be allowed to operate, repair or maintain any mechanical equipment when such operation takes the job of an Employee covered by this Agreement except as provided in this Article under "Duties of Operator Foreman." The Foreman shall work overtime whenever three (3) or more Operating Engineers work overtime. The Foreman shall not be laid off as long as the company is employing more than five (5) Operating Engineers. The Foreman may divide his overtime with the Job Steward.

ARTICLE IX

Subcontractor

Any Employer, who sublets any of his work on any project he has in the territory covered by this Agreement, shall sublet subject to the terms of this Agreement and subject to the Labor Management Relations Act of 1947, as amended in 1951 and 1959.

Jurisdictional Procedure

It is agreed that the jurisdiction of work in this agreement is that generally accepted as being the work of Local Union No. 181 Operating Engineers. It is further agreed that this jurisdiction and the jurisdiction of work referred to in the wage classification is the 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.

Whenever a jurisdictional dispute arises and it cannot be resolved at the local level, the Contractor should make an assignment and work shall continue according to the assignment. In the meantime, the Employer and representatives of the International Unions of all disputing trades should meet to try to bring about a satisfactory or mutual understanding with the Employer. The Employer and the Union agree that there shall be no stoppage of work at any time over the resolution of jurisdictional disputes.

ARTICLE X

No Strikes and No Lockouts

There shall be no lockouts by the Employer nor strikes by the Union during the term of this Agreement.

It shall not be a violation of this Agreement to strike against any Employer who is in arrears with his payments to the Pension Plan and/or Health and Welfare Plan.

Grievance Procedure

All grievances within the scope of this Agreement, other than those pertaining to jurisdictional disputes and wages that may arise of any job covered by Agreement, shall be handled in the following manner:

A. When grievances cannot be settled locally by the Steward and the Employer's representative in charge, the matter shall be taken up at the job site by the representative or agent of the Employer and the representative of the Union, and if unable to reach a settlement, there is hereby created a Joint Committee composed of equal representation consisting of not less than six (6) - three (3) of whom shall be appointed by the Employer Representative of which no more than one (1) shall be employed by the Employer, and two (2) other Building Division – ICA, Inc. contractor representatives; and three (3) of whom shall be appointed by the Employee Representative, no more than one (1) shall be a member of Local 181 Operating Engineers, and two (2) would be Business Representatives from other Building Trades.

B. In the event the grievance cannot be settled as above provided within forty-eight (48) hours, the Joint Committee shall appoint the seventh member and his decision shall be final. In the event the Joint Committee cannot agree on the seventh member, the Committee shall request the

Director of the Federal Mediation and Conciliation Service to recommend three (3) members and the Union shall eliminate one (1) name and the Employer shall eliminate one (1) name. The decision of the Arbitration Board shall be in writing, signed by a majority of the Arbitration Board and delivered to the parties directly involved, and shall be final and binding upon all parties concerned in the dispute.

Any fees charged by said seventh member of such Arbitration Board for his services shall be shared equally by the individual Employer involved or the Building Division – ICA, Inc., and the Local Union involved. All other expense of arbitration shall be borne by the party incurring the same.

ARTICLE XI

Pension

A. Effective March 13, 2012 and up to and including March 31, 2015, in addition to the wages herein set out, the Employer shall pay to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers for each hour paid for or worked by Employees covered by this Agreement when they are employed on work within the territorial jurisdiction of Local 181 on the following basis for the designated year.

March 13, 2012 through March 31, 2012 - $5.00
April 1, 2012 through March 31, 2013 - $5.25
April 1, 2013 through March 31, 2014 -
April 1, 2014 through March 31, 2015 -

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

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

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

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

F. Should the Local Union determine that there should be an increase in Employers' contributions to the Pension Plan, the Local Union shall inform the employers sixty (60) days prior

to 4-1-13 and 4-1-14. Said contributions shall be increased in the amount determined by the Local Union, this increase in contributions to be deducted from wages due at said time.

G. This is a defined contribution plan and the Employer will not be liable for any payments beyond the expiration of this contract.

ARTICLE XII

Health and Welfare

A. Effective March 13, 2012 the Employer, signatory to or bound by this Agreement, agrees to report and pay in behalf of all bargaining unit employees represented by the Union, whether at the regular or overtime rates, to the International Union of Operating Engineers Local 181 Health and Welfare Trust Fund the following:

March 13, 2012 through March 31, 2012 - $7.50
April 1, 2012 through March 31, 2013 - $7.50
April 1, 2013 through March 31, 2014 -
April 1, 2014 through March 31, 2015 -

The contribution reports of the Employer must be made on forms supplied by the Trust Office of the Fund and must be postmarked no later than the 10th of the month covering all pay periods in the previous calendar month.

B. All Health and Welfare contributions, together with required contributions to the Central Pension Fund, are due and payable at the Fund Office, of the International Union of Operating Engineers Local 181, Health and Welfare Trust Fund, P.O. Box 1179, 700 N. Elm Street, Henderson, KY 42419-1179.

C. Each Employer signatory to or bound by this Agreement agrees that his firm, partnership or corporation shall and does hereby become an "Employer" under the terms of the Agreement and Declaration of Trust forming the International Union of Operating Engineers Local 181 Health and Welfare Trust Fund, the effective date of said Agreement and Declaration of Trust being April 1, 1968. Said Employer further agrees to abide by all provisions, rules and regulations set forth in such Agreement and in the bylaws made by the authority thereof.

D. The Employer does hereby become a participant in the Trust Fund and agrees to remain a participant in the Trust Fund for the duration of this collective bargaining agreement, including any renewals or extensions thereof. The Employer further agrees that the Employer Trustees and their successors serving as such during their term of office shall act as its representative in the aforesaid Trust Fund.

E. The Trustees of the International Union of Operating Engineers Local Union 181 Health and Welfare Trust fund have the authority to assess liquidated damages in the form of monetary

penalties for the late reporting and/or payment of the required Health and Welfare contributions. These liquidated damages are due and payable immediately upon notification.

F. The Union may at its option remove all employees from any employer who fails to report and pay the required contributions in behalf of bargaining unit employees to the fringe benefit fund office as mentioned above. Such removal of the Union's members shall not be considered a breach of this collective bargaining agreement nor is it actionable in a court of law.

G. Health and Welfare contribution payments are required to be reported and paid by all Employers who require employees to work out of the territorial jurisdiction of Local Union 181; the aforesaid contributions shall be paid to the International Union of Operating Engineers Local 181 Health and Welfare Trust Fund.

H. Should the Local Union determine that there should be an increase in employers' contributions to the Health and Welfare Plan, the Local Union shall inform the employers sixty (60) days prior to 4-1-13 or 4-1-14. Said contributions shall be increased in the amount determined by the Local Union, this increase in contributions to be deducted from wages due at said time.

I. Family Medical Leave Act. The Union and the Contractors recognize the Family Medical Leave Act of 1993 and if an Employer is subject to the law, the Contractor may pay to the Health and Welfare Fund the amount as required per month in lieu of the hourly rate for a qualifying employee. The monthly amount will be determined annually by the trustees of the Fund.

J. If federal or state legislation is enacted providing for national health insurance or universal health care coverage of employees, the parties agree that they will enter into discussions to determine the impact of such legislation on the health care plan then maintained. The parties further agree that in the event such legislation renders continued maintenance of such health care plan unlawful, the parties will enter into negotiations to agree upon a replacement plan which will be consistent with the legislation, provided further that such negotiations shall be limited solely to the foregoing issue.

ARTICLE XIII

Administrative Dues Withholding and Other Checkoffs

A. Administrative Dues Checkoff. The Employer agrees to deduct from the pay of the employees covered by this Agreement an administrative dues deduction. Before any such deduction is made, the Union shall furnish to the Employer a properly signed authorization card for the employees permitting such deduction. Such deduction shall be remitted to the local union on a monthly basis on the forms and in the manner prescribed by the local union.

B. The Employer will deduct five cents ($0.05) for each hour that the employee receives wages under the terms of the Agreement, on the basis of individually signed, voluntary authorized deduction forms. It is agreed that these authorized deductions for the IUOE/Engineers Political Education Committee are not conditions of membership in the International Union of Operating

Engineers or of employment with the Employer and that the IUOE/EPEC will use such monies in making political contributions in connection with Federal, State, and local elections and to promote favorable legislation for members of IUOE and signatory contractors. Payments made on separate check to IUOE/EPEC, accompanied by monthly reports reflecting employee hours worked on forms so provided by the International Union of Operating Engineers, shall be remitted to 1125 17th Street, NW, Washington, DC 20036, at the same time the Employer submits his other benefits to the appropriate offices.

The costs of administering this payroll deduction for IUOE/EPEC is incorporated into the economic package provided under the terms of this Agreement so that the IUOE has, through its negotiation and its execution of this Agreement, reimbursed the Employer for the costs of such administration. The Union agrees to hold the Employer harmless from any and all suits, claims or legal proceedings which arise as a result of enforcement of this Article or compliance with this Article by the Employers.

Exception: Any administrative dues monies withheld will be deemed as wages and collection thereof will be in accordance with Article XII, Section F of this Agreement.

C. The parties agree that $.10 of said amounts is to defray the cost of the Association of Reciprocal Safety Councils (ARSC) program and shall be known as the "ARSC Amount."

The parties agree that the trustees of the IUOE Local 181 Apprenticeship and Training Program shall advise the parties annually as of the anniversary date of the agreement if the ARSC Amount is still needed to defray the cost of the ARSC program for the coming contract year, and if so, in what amount.

In the event that the ARSC Amount contributions are not sufficient to maintain or have a surplus in funding the ARSC program for the coming year, the ARSC Amount shall be increased or decreased based upon the amount necessary to fund the ARSC Program.

ARTICLE XIV

Market Recovery and Productivity Program

1. I.U.O.E. Local 181 will create and fund a program to be known as the Operating Engineers Local 181 Market Recovery and Productivity Program whereby a fund will be created consisting exclusively of this local's money to be used for the exclusive purpose of promoting the establishment of jobs that do not undermine the wages and working conditions of operating engineers within the jurisdiction of I.U.O.E. Local 181, under its building, sewer, waterline, and utility construction as defined in the scope of this agreement, by such means as labor cost supplements on certain jobs to maintain the proper wage and working conditions, advertising, educational programs and related activities;

2. That the assets of the program will be maintained in a separate account designated as the Operating Engineers Local 181 Market Recovery and Productivity Program;

3. That said program will be administered by the Business Manager of IUOE Local 181, under the general supervision of the Executive Board;

4. That the Business Manager shall make activity reports of the program, including a written monthly accounting of its assets and distributions, to the Executive Board and the membership meetings of the local union;

5. That IUOE Local 181 at any time may terminate this program and upon termination of said program, all assets of said program will revert to the general treasury of the Local Union;

6. When a project is selected for the Market Recovery and Productivity Program, an estimate will be made of the number of hours of operating engineer work to be performed on the job. Based upon this estimate, a calculation will be made of a total amount of money which will be designated by the Market Recovery and Productivity Program for the particular project. The Union will then make a determination with respect to each particular project, what amount of money it will make as a cash payment from the fund and the amount calculated to any contractor who is awarded the work for the project, and who is either signed to a collective bargaining agreement with Local 181 or who agrees to and become bound to a contract with the Union. Any contractor who is awarded the work and has an agreement with IUOE Local 181 or signed such an agreement will be entitled to the designated cash payment as long as they meet the requirements of the program as set by the local union. The determination as to which projects are going to be included in the program and the amount of money to be granted for each specific project will be made solely and only by the union. There will be no employer involvement in this program or this process;

7. The effective date of this program to be implemented will be May 1, 1993.

ARTICLE XV

Non-Discrimination and Non-Harassment

The parties to this Agreement agree that there will be no discrimination against or harassment of any employee on account of race, religion, color, sex, age, national origin, veteran's status or disability. It is the policy of both parties to provide equal opportunities for employment and advancement for all individuals regardless of race, religion, color, sex, national origin, age, veteran's status or disability. The parties further agree to comply with all applicable state and federal employment laws, and all applicable executive orders regarding employment discrimination and affirmative action.

ARTICLE XVI

CAPCI (CONSTRUCTION ADVANCEMENT PROGRAM COUNCIL OF INDIANA)

Section 1

Each Employer agrees to contribute to an industry advancement fund created and maintained by the Building Division – ICA, Inc., or to a successor fund approved by the industry advancement fund committee (collectively "Fund"), SEVEN CENTS ($0.07) per hour for each hour worked by each Employee working under this Agreement. From time to time, the hourly amount may be adjusted to no less than five cents ($0.05) per hour to a maximum of ten cents ($0.10) per hour worked, provided that a minimum of two months notice is provided prior to the effective date of the change in contribution rate.

Section 2

The contribution to the Fund shall be deposited by the 15th of each month, or at such other regular intervals as may be determined by the Fund committee, to the depository designated by the fund directors and such contributions shall be reported on such forms as are designated by the Fund committee.

Section 3

The activities of the Fund shall be determined by the Fund committee and shall be financed from the payments herein provided. The Employer expressly ratifies and adopts any Policy Statements issued by the Fund. The Employer expressly acknowledges the substantial benefits that are rendered to it as a result of the Fund. By execution of this Agreement, the Employer ratifies all action taken or to be taken by the Fund committee within the scope of its authority.

Section 4

The Employer hereby agrees that the designated representative of the Building Division – ICA, Inc. or the Fund committee, shall be permitted, upon request, to audit the payroll records of the Employer to determine compliance with this Article. In the event of an audit, or if a lawsuit is commenced to collect any apparent delinquencies, the Employer agrees to be responsible for, and to pay, all expenses and costs of the audit and/or collection, including reasonable attorneys' fees, incurred by the Building Division – ICA, Inc. and/or the Fund. It is further understood that such Employer shall be obligated to pay any delinquent contributions to the Fund with interest charged at the rate then applicable to Internal Revenue Service collection of delinquent and/or unpaid taxes.

Section 5

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

ARTICLE XVII

TERMINATION 2015

It is further understood and agreed that this Agreement shall be in full force and effect beginning March 13, 2012 and continuing until midnight, March 31, 2015. It is agreed that on or before sixty (60) days immediately preceding the expiration of this Agreement either party shall notify the other in writing of any changes in wages and conditions contemplated for the ensuing year.

Nothing in this agreement shall be construed or is intended to be contrary to any state or federal laws.

It is further understood and agreed that this agreement shall be in full force and effect beginning **March 13, 2012** and will continue until **March 31, 2015.**

INDIANA CONSTRUCTION ASSOCIATION
BUILDING DIVISION – ICA, INC.

Steven Deig, Chairman

Charles V. Kahl, President

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL UNION NO. 181

Howard T. Hughes, Business Manager

Rell Spears, Rec. Corr. Secretary

Thomas L. Litkenhus, Financial Secretary

THIS AGREEMENT has been ratified, signed and sealed as of 3 - 13 - , 2012 by the following:

MK Betts Engineering & Contracting, Inc.
Bowen Engineering Corporation
Bruns-Gutzwiller, Inc.
Deig Bros. Lumber & Construction Co., Inc.
Edwards Concrete Const. & Concrete Pumping
Far West Construction, Inc.
Gradex, Inc.
Key Construction Company, Inc.
Precision Piping & Mechanical, Inc.
ST Construction, Inc.
Sterling Boiler & Mechanical, Inc.
WB Koester Construction, LLC
Weddle Bros. Building Group, LLC