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**LABORERS' 1,100 Worker-led
WORKING AGREEMENT**

**BY AND BETWEEN
THE ASSOCIATED
GENERAL CONTRACTORS
OF INDIANA, INC.
SOUTHWESTERN BRANCH**

AND THE

**LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA
STATE OF INDIANA DISTRICT COUNCIL,
LOCAL UNION #561**

EFFECTIVE

April 1, 2006

until

March 31, 2009

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AGREEMENT

THIS AGREEMENT, made and entered into by and between the Associated General Contractors of Indiana, Inc. Southwestern Branch, and other Contractors or Employers signatory hereto, Party of the First Part, and hereinafter referred to as "Contractor" or "Employer," and the Laborers' International Union of North America, State of Indiana District Council, for and in behalf of the Laborers' International Union of North America, Local #561, Evansville, Indiana, and hereinafter known as "Local Union #561" or "Union," Party of the Second Part, on this first day of April, 2006.

It is strictly understood that the State of Indiana District Council is acting only as agent in the negotiations of this Agreement and on behalf of Local Union #561, Party of the Second Part, as herein defined. It is understood that the State of Indiana District Council in signing this Agreement for and on behalf of Local Union #561, shall not be responsible for violation of this Agreement by Local Union #561, or any member or members thereof, unless after notice and a reasonable opportunity is given the State of Indiana District Council to correct such or ratify same.

It is agreed and understood that the Associated General Contractors of Indiana, Inc. Southwestern Branch shall in no event be bound as principal or be held liable as negotiating agent or as principal in any manner for any breach of this Contract by any of the parties hereto.

and conveying of said material and other materials, whether done by hand, shovel, bucket, hod, wheelbarrow or buggy, or other motorized unit used for such purpose.

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

6. Scaffold erection, the total erection, building and the installation, planking, bolting, lining, leveling, bracing and the total dismantling of same; the building, planking, installation and removal of all staging, swinging and hanging scaffolds, Morgan scaffolding, all work associated with hydraulically controlled scaffolding, including all accessories, including maintenance thereof, for all lathers, plasterers, brick layers, mason and other Construction Trade Crafts; the preparation for foundations or mud sills for all scaffolding, as well as maintenance shall be done by Laborers.

7. Pouring and laying of concrete and related work: Concrete, bituminous concrete or aggregates for walls, footings, foundation, floors or for any other construction, mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or any other process; wrecking,

stripping, dismantling and handling concrete forms and false work; building of centers for fireproofing purposes, firestop installation and other fireproofing materials, operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power; when concrete or aggregates are conveyed by crane or derrick, or similar methods, the hooking on, signaling, dumping and unhooking the bucket, the placing of concrete or aggregates, whether poured, pumped, gunnited or placed by any other process; the assembly, uncoupling of all connections and parts of, or to equipment used in mixing or conveying concrete, aggregates or mortar, and the cleaning of such equipment, parts and/or connections; all vibrating, grinding, spreading, flowing, puddling, leveling and strike-off concrete or aggregates by floating, rodding or screeding, by hand or mechanical means prior to finishing. Where prestressed or precast concrete slabs, walls or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections; all mixing, handling, conveying, placing and spreading of grout for any purpose, green cutting of concrete or aggregate in any form by hand, mechanical means, grindstones or air or water.

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

The loading, unloading, carrying, distributing and handling of all rods, mesh and materials for use in

in free air, tunnel or compressed air projects.

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

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

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

5. The laying of pipe and making of all connections and/or joints or any and all types of pipe for water, sewer and/or any other uses.

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

7. Signalmen on all construction work defined herein, including traffic control signalmen at construction sites.

8. The cutting of streets and "right of ways" for laying of pipes, cables and/or conduits for all purposes, digging of trenches and manholes, etc.; handling and conveying of all materials, concreting, back-filling, grading and resurfacing and all other labor connected therewith; clearing and site preparation as defined herein; cutting or

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

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

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

ARTICLE II

Foremen

Section 1. All Labor Foremen and Hod Carrier Foremen are included in the Bargaining Unit.

Section 2. When five (5) or more Laborers, or five (5) or more Hod Carriers are employed on any one project, one (1) will be assigned as Foreman. Said Foreman may perform manual labor but he shall receive the Foreman rate as stipulated herein. When ten (10) or more Laborers

or ten (10) or more Hod Carriers are employed, the Foreman shall be a non-working Foreman. At no time shall one Foreman have more than fifteen (15) Laborers or Hod Carriers under his leadership.

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

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

ARTICLE III

Bargaining Agent

For the purpose of collective bargaining with respect to wages, hours and other conditions of employment, the Employer recognizes the Laborers' International Union of North America, State of Indiana District Council for and on behalf of Local #561 as the sole and exclusive bargaining agent for all of his Employees employed by the Employer on all work and classifications set forth in this Agreement. The State of Indiana District Council recognizes the Associated General Contractors of Indiana, Inc. Southwestern Branch as the sole and exclusive bargaining representative for the Employers in the area of Local #561.

ARTICLE IV

Union Security

Section 1. The Contractor, or Employer, recognizes and acknowledges that the Laborers' International Union of

North America, State of Indiana District Council, is the sole representative of all Employees in the classification of all work under its jurisdiction covered by this Agreement, for the purpose of collective bargaining. The State of Indiana District Council likewise recognizes (as listed in Article III) as the sole bargaining agents for work as defined herein and recognizes (as listed in Article III) as negotiating agents for its members for all work set forth in Article I for the areas outlined in this Agreement.

Section 2. Subject to the provisions and limitations of the National Labor Relations Act, as amended, all present Employees who are members of the Union on the effective date of this Agreement shall continue their membership in the Union for the duration of this Agreement to the extent of paying an initiation fee and membership dues and working dues uniformly required as a condition of acquiring or retaining membership in the Union. All Employees who are not members of the Union and all persons who hereafter become Employees shall become members of the Union on the eighth (8th) day following the beginning of their employment or on the eighth (8th) day following the effective date of this Agreement, whichever is later, and shall remain members of the Union to the extent of paying an initiation fee and the membership dues and working dues uniformly required as a condition of acquiring or retaining membership in the Union, whenever employed under and for the duration of this Agreement.

Section 3. The Union shall notify the Employer, by certified mail, directed to the home office of the Employer,

of any default on the part of an Employee to pay his initiation fee and membership dues and/or working dues pursuant to this Article, with a copy of said communication being hand delivered to both the job superintendent and the Employee involved. Such communication shall: identify the name and address of the delinquent Employee; state that Union membership was available to such Employee under the same terms and conditions generally applicable to other members; state that despite notice, such Employee has defaulted on his obligation to pay his initiation fee and membership dues and working dues; and shall instruct the Employer to discharge such Employee. Within twenty-four (24) hours (Saturday and Sunday excluded) from receipt of such written notice, the Employer shall discharge such Employee. The Parties agree that such discharge shall be based upon the information supplied and representations made by the Union.

ARTICLE V

Equal Employment Opportunity

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

Section 2. The 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, age, disability or veteran status. 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, disability or veteran status. 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 VI
Selection of Labor-
Employment Regulations

Section 1. (a) In employment, no applicant shall be discriminated against for membership or non-membership in the Union. When the Employer has requested the Union to furnish Employees for a job, such Employees shall be referred by the Union on a non-discriminatory basis.

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

(c) The Employer may call the Union for an individual by name, provided he is on an unemployed list maintained by the Union and provided he is not employed by another Employer and has worked for the Employer making the request within the past twelve (12) months. Under such circumstances the Union shall refer such individual.

Section 2. Documentation and Verification:

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

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

ARTICLE VII
Welfare Trust Fund

Section 1. On work covered by this Agreement, the Employer agrees to pay into the Indiana State District Council of Laborers and Hod Carriers Welfare Fund the amount in cents per hour as shown in Article XXVII. Payment shall be made on the dates, in the manner, form and in accordance with the rules and regulations as adopted by the Trustees of the herein mentioned Welfare Fund.

Section 2. The Employer agrees to be bound by the Agreement and Declaration of Trust, entered into and

or withholding of Employees will occur until the State of Indiana District Council has had an opportunity to investigate said violation.

ARTICLE XI

Working Hours and Overtime

Section 1. The regular work week shall be a forty (40) hour week, Monday a.m. through Friday p.m. Eight (8) consecutive hours, excluding lunch periods, shall constitute a day's work between the hours of 6:00 a.m. and 6:00 p.m. with one-half (1/2) hour off for lunch. Starting time outside these hours may be established by mutual agreement. Regular starting time shall begin no earlier than 6:00 a.m. and no later than 8:00 a.m.

A. The Union agrees that the Employer may perform Saturday work at straight time only under the following conditions:

1. The Employees on the job site have worked less than forty (40) hours during the preceding week;
2. Saturday straight time work will be performed on a voluntary basis; paid at straight time only if all other crafts get straight time. When laborers are hired during the work week and haven't been offered the opportunity to work 40 hours, their make-up day overtime pay will be determined by the regular crew overtime.
3. A Saturday make-up day will only apply if the Employees are off during the work week due to inclement weather.

Section 2. Time and one-half shall be paid for all overtime

work, which shall include all work done before regular starting time, or after regular working period, or after eight (8) hours work. All work on Saturday shall be at time and one-half.

Section 2a. At the discretion of the Employer and the Union, a four (4), ten (10) hour day schedule may be worked, if permissible by law or state regulation. Only Friday would become the make-up day in a four (4), ten (10) hour day schedule. When the Friday make-up day is used, it is agreed that when a crew works thirty (30) hours or less during the regular four (4), ten (10) hour day work week, Monday through Thursday, these ten (10) hours may be made up by the entire crew on Friday (weather permitting) at the straight-time rate of pay. All hours worked in excess of forty (40) hours in the work week or ten (10) hours each day shall be paid at the appropriate overtime rate. In the event of a make-up day, it shall be voluntary on the part of the Employees, and the declining of such work shall be without penalty or recrimination. Notice will be given by noon Thursday if a makeup day is to be worked.

Section 3. It is mutually agreed and understood that Mason Tenders who start prior to the established project starting time by nature of their work, are entitled to the applicable overtime rate as provided in Section 1 of this Article.

Section 4. All work performed on Sundays and Holidays shall be paid at the rate of double (2x) times the regular rate of pay. Holidays mentioned in this Article shall be:

shift shall work seven (7) hours and receive eight (8) hours at the regular straight time hourly rate. A first shift is not necessary to establish the existence of the second and/or third shift.

ARTICLE XIII

Stewards

Section 1. When the Business Manager of the Party of the Second Part deems it advisable, the Business Manager shall appoint a Steward, or Stewards, on any given project. Said Stewards are to be recognized by the Employer and shall have the right to sit in on any grievance without discrimination. Said Steward, Stewards or Foreman shall be retained on any given project, where appointed, as long as or when any Employee or Employees are employed, provided the Steward, Stewards or Foreman are able to perform the work assigned to him. A foreman may be retained or called back and Steward laid off or called back, temporarily or permanently, by mutual agreement of Employer and Union. Furthermore, in case a project is shut down temporarily or indefinitely, and the Steward, Stewards or Foreman is laid off, said Steward, Stewards or Foreman shall be the first Employee to be recalled by the Party of the First Part when work on the project is again resumed. The Steward shall account for all time away from the work crew to his immediate Foreman or Supervisor.

Section 2. In the event the Steward is not performing in the best interest of the Union and/or the Employer, the Union Business Manager and the Employer shall meet and

resolve the matter.

Section 3. It is mutually agreed and understood that the Steward shall not be terminated until such meeting between the Local Union Business Manager and the Employer has been held.

Section 4. In the event that no understanding can be reached by the Business Manager and the Employer, then it shall be clearly understood that any matter of discharge may be taken through the proper steps of the grievance procedure as outlined in this Agreement.

Section 5. For all purposes of this Agreement it is understood that the duties of the Steward are limited to:

(a) To report to the Business Manager and the Employer any violation of this Agreement by either the First or Second Parties.

(b) To attempt to settle any grievance which arises on the job and to report to the Business Manager any matter that he cannot settle with the Employer.

(c) To report hazardous conditions to the job superintendent. If such hazardous conditions are not eliminated by the job superintendent or the Employer, he shall then report the same to the Business Manager of the Local Union, who will in turn consult with the Employer. At no time will any Employee be required to work under conditions considered hazardous by the Business Manager or the Local Union after consultation with the Employee.

ARTICLE XIV

Non-Violation

Section 1. It shall not be a violation of this Agreement should the Union withdraw Employees for:

(a) Dispute arising out of the failure of the individual Employer to meet the payroll for Employees covered by this Agreement.

(b) Dispute because a payroll check is dishonored.

(c) Non-payment of contributions set forth under Article VII, Article VIII and Article IX, covering the Trust Funds under the respective Articles mentioned herein and as in the manner and accordance as prescribed herein, provided the Employer is sixty (60) days delinquent.

(d) Failure of an individual Employer to comply with the terms and provisions of Article X of this Agreement, covering Pre-Job Conferences.

ARTICLE XV

Pay Day

Section 1. The Employer shall pay Employees weekly and the payment shall be in full for the payroll period. Payment shall be made within five (5) days of the payroll period and shall be in cash or by check. In the event Employees covered by this Agreement are laid off permanently or discharged, they shall be paid within that work day. It is strictly understood and agreed that should any Employee discharged or laid off permanently be required to report the next morning to collect his pay shall receive four (4) hours show up pay for reporting for his

pay for each subsequent morning on which he returns until paid. Employees who quit voluntarily shall be paid at their next regular pay day.

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

ARTICLE XVI

Safety

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

Section 2. It is agreed that each Employee covered by this Agreement shall fully comply with all safety directives issued by his Employer and shall properly utilize all safety equipment provided by his Employer when so directed. Failure to comply with these provisions shall be deemed sufficient cause for immediate discharge.

ARTICLE XVII

Worker's Compensation

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

ARTICLE XVIII

Elimination of Restrictions

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

ARTICLE XIX

Sub-Contractor

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

ARTICLE XX

Grievance Procedure

Section 1. If any controversy, dispute, or grievance arises with respect to the interpretation, application, or enforcement of any of the provisions of this Agreement, the same (herein referred to as the "Issue") shall be first submitted to the Business Representative of the Union and to a Representative of the Employer for settlement. If the issue is not thus settled within twenty-four (24) hours of its submission, the issue shall be referred to the State of

Indiana District Council and they will be given twenty-four (24) hours to assist in the settlement of the dispute. If the issue is not resolved, it shall be referred within the next twenty-four (24) hours to a Joint Grievance Board (hereinafter provided for) for consideration and settlement.

The Joint Grievance Board shall be composed of three (3) representatives appointed by the Union, of which no more than one (1) shall be a member of Local Union No. 561, and three (3) representatives appointed by the Employer, of which no more than one (1) shall be employed by the Employer. The Joint Board so constituted shall prescribe its own rules of procedure but shall meet within twenty-four (24) hours of the referral of the issue to the Board, and shall provide all interested parties with opportunity to be heard. Any decision rendered by a majority of the members of the Board shall be made in writing and shall be final and binding on all parties.

In the event the Joint Grievance Board above cannot arrive at a majority decision within three (3) days of the referral of the issue to the Board, the Board shall elect a seventh member, and the Board so constituted shall reconvene within twenty-four (24) hours of the election of the seventh member and shall render a decision within three (3) days of their reconvening. The decision rendered by the majority of the members of the Board shall be made in writing and shall be final and binding on all parties.

In the event the Joint Grievance Board cannot elect or agree upon the selection of a seventh member, within the

twenty-four (24) hours so appointed, the Joint Grievance Board shall request the Federal Mediation and Conciliation Service to recommend three (3) individuals by name. The Union appointed members of the Board shall strike one (1) name; the Employer appointed members of the Board shall strike one (1) name; and the remaining individual shall become the seventh member of the Joint Grievance Board. The decision rendered by the Board so constituted shall be in writing, signed by a majority of the Board, and shall be final and binding on all parties. The expense of such Federal Mediation and Conciliation Service shall be borne equally by the Union and the Employer.

During any and all of the procedures above there shall be no work stoppage, strikes, or lockouts.

Section 2. No proceeding hereinafter based on any dispute, complaint or grievance herein provided for shall be recognized unless called to the attention of the individual Employer or the Local Union involved in writing within ten (10) days after the alleged violation is committed.

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

Section 4. There shall be no stoppage of work on account of any difference of opinion or dispute which may arise between the Parties of the First and Second Part, or between this and any other unit or units of Organized Labor, or between other units of Organized Labor, or

between any unit or units of Organized Labor and any other division of the Building Industry.

Section 5. In the event individual workmen refuse or fail to cross a picket line of another Union, then the affected Employer, Organization or representative of the Employer's Negotiating Committee shall forthwith so notify the Local Union in whose territorial jurisdiction the picket line occurs and the State of Indiana District Council. Said Local Union and said District Council shall within twenty-four (24) hours of such notification, notify in writing the affected Employer Organization, or a representative of the Employer's Negotiating Committee, what action, if any, will be taken with reference to honoring such picket line. Under no circumstances of course will the Union honor any unlawful picket line.

ARTICLE XXI

General Provisions

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

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

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

Section 4. The Employer shall make reasonable efforts to

make provisions for permitting access to the job site by the Business Manager of the Local Union, or his duly appointed Field Representative. The Business Manager, or said Field Representative, shall make every reasonable effort to advise the individual Employer, or his representative, of his presence on the project and shall not stop or interfere with the work.

Section 5. When a job is located within a Plant the Employer shall provide (for regular shifts) adequate means for transporting Employees from the Plant entrance to the job, provided the operation of the job is one-half (1/2) mile or more from the Plant entrance. Vehicles shall be properly covered during cold or inclement weather.

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

Section 7. Any Contractor who signs this Agreement to perform work covered by this Agreement has the option of signing any other Agreement negotiated by the State of Indiana District Council of Laborers and any other Employer Group covering any and all work of the Construction Industry covered by the Laborers and pay the applicable wages, fringes and other conditions contained therein.

Section 8. High Pay:

All Employees working on structures over two (2) stories or twenty (20) feet in height, and subject to free fall, shall receive an additional twenty-five cents (\$.25) per hour over the applicable rate of pay.

Section 9. The Employer shall be the sole judge as to the number of Employees required to perform the work other than may be required by safety regulations.

ARTICLE XXII

Fair Treatment

Section 1. When an Employer from outside the territorial jurisdiction contracts for work within the jurisdiction of a specific Local Union, a member of the Local Union shall be employed as soon as the Employer starts work on the job.

ARTICLE XXIII

Construction Advancement Program of Central Indiana

It is understood that the Associated General Contractors of Southwestern Indiana, an Indiana corporation not-for-profit, has established the Construction Advancement Program of Central Indiana (hereinafter, Program). The purpose of such Program to be to generally promote and improve the construction industry, including, without limiting the generality of the foregoing, apprenticeship training, advanced skill training, supervisory training, improvement of public and personnel relations, market development, standardization of contracts and

specifications, development of relations with others (including the public, architects, suppliers and labor), collection and distribution of information useful and beneficial to the construction or contracting industry, and otherwise promote and advance the interest and common good of the construction contracting industry in the state. It is understood that each Employer will be furnished a copy of the Articles of Incorporation upon request and that, subject to the foregoing limitations, such Articles of Incorporation may be amended from time to time by the Board of Directors.

Each Employer shall contribute an amount per clock hour for each hour worked by each of his Foremen, Journeymen and Apprentices covered by this Agreement. The hourly amount shall be between Five Cents (\$.05) to Ten Cents (\$.10), as determined by the Trustees of the Program, provided that a minimum of two (2) month's notice shall be provided by the Trustees before the amount may be adjusted within said range.

Each Employer shall pay the contribution to the Program on or before the 15th day of each month on account of hours which it compensates such Employees during the preceding calendar month.

It is expressly understood and agreed that the Board of Directors of the Program have authority to conduct an audit of the records of any Employer to determine whether such Employer is contributing to the Program in accordance with the provisions of this Article. It is further understood that, in the event an Employer is determined to be delinquent and/or to have failed to make contributions

as required in this Article, any legal expenses of the Program, including attorney fees, court costs and audit expenses, incurred in the audit and collection of such delinquent and/or non-contributed funds shall be borne by the Employer. It is further understood and agreed that such Employer shall be obligated to pay any delinquent contributions to the Program with interest charged at the rate then applicable to Internal Revenue Service collection of delinquent and/or unpaid taxes.

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

ARTICLE XXIV

Local Union Area Coverage

Section 1. LIUNA, Local Union 561, Evansville, Indiana covers Daviess, Dubois, Gibson, Knox, Pike, Posey, Spencer, Vanderburgh and Warrick Counties in Indiana, and Crittenden, Henderson, Union and Webster Counties in Kentucky.

ARTICLE XXV

Bonding

Section 1. (a) Every Employer who employs members of the Union and agrees to be covered or maintain the provisions of this Agreement may be required by the Union to give a surety bond payable to the Laborers' Benefit Funds to insure the payment of fringe benefit obligations accruing under this Agreement. The Employer

shall furnish a surety bond as prescribed below within fourteen (14) days after notice from the Laborers' Fringe Benefit Funds that such is required.

The amount of the surety bond shall be as follows:

1 through 10 men	\$10,000.00
at 15 men	\$15,000.00
at 20 men	\$20,000.00
at 25 men	\$25,000.00
at 30 men	\$30,000.00

(b) The Fringe Benefit Funds may require an Employer to give and provide the surety bond provided for herein if at any time: (1) the Employer has been late fifteen (15) days or more in the payment of any of its monetary obligations under this Agreement; or (2) the Employer has been late in the payment of any such obligation two (2) consecutive times during the immediately preceding twelve (12) months; or, (3) the Employer has not worked within the Union's geographical jurisdiction under this Agreement during any of the immediately preceding twelve (12) months.

If after giving and providing such surety bond the Employer is not late in the payment of its monetary obligations during the next following twelve (12) months, the Employer shall be released from the requirement to provide a surety bond unless the conditions specified in the first sentence of this Section re-occur.

(c) When a surety bond is demanded, the Employer will obtain such in the required amount from a company acceptable to the Fringe Benefit Funds, and the Benefit

Funds specified in this Agreement shall be the sole beneficiaries of the bond. The bond will be given to the Fringe Benefit Funds where it will be kept.

(d) Should an Employer fail or refuse to provide the required surety bond, when such is demanded by the Union, or should an Employer fail to keep a bond in effect at all times said Employer is required to keep one, the Union shall have the right to use all legal and/or economic means to cause the Employer to comply with this Article.

ARTICLE XXVI

Working Dues Check-Off

Section 1. Each Employer signatory to this Agreement agrees to deduct from the pay of Employees covered by this Agreement regular and uniform Working Dues, in an amount designated by the Union, provided, before any such deduction is made, the Union shall secure and furnish to the Employer a properly signed Authorization Form from each Employee permitting such deduction. Such deductions shall be remitted by the 10th of each month, following the end of the month for which deductions are made, to the designated depository at the same time and accompanying Health & Welfare, Pension and Training contributions, but by separate check and report of gross wages. The designated depository shall be called the State of Indiana District Council of Laborers' Working Dues Fund.

Section 2. The Authorization and Assignment of Working Dues shall be irrevocable for the period of one (1) year or until the termination of this Collective Bargaining

Building and Construction Laborers
Scaffold Builders (*other than for Masons or Plasterers*)
Ironworker Tenders
Mechanic Tenders
Civil Engineer Tenders & Surveyor Tenders
Rodmen & Chainmen
Signalmen & Flagmen
Window Washers & Cleaners
Waterboys & Toolhousemen
Roofer's Tenders
Railroad Workers
Masonry Wall Washers (interior and exterior)
Cement Finisher Tender
Carpenter Tenders
Tenders of all other Crafts not listed
All Portable Water Pumps with discharge up to three (3)
 inches
Wire Mesh
Fire Prevention
Fire Watch
Fire Stop Tender

CATEGORY II shall include the following and will be
 paid thirty (\$.30) cents per hour over the
 basic rate:

Waterproofing
Handling of Creosote Lumber or like treated material
 (excluding railroad material), handling of toxic
 materials damaging to clothing
Asphalt Rakers & Lutemen
Kettlemen
Air Tool Operators, Vibrators, Chipping Hammer

Operators and all Pneumatic Tool
Operators and Earth Compactors
Jackmen & Sheetmen working ditches six (6) feet
in depth or deeper
Laborers working in ditches six (6) feet in depth or deeper
Assembly of *Unicrete Pump*
Chain Saw Operators
Water Line Layers, five (5) feet outside the
building foundation
Tile Layers (sewer or field) & Sewer Pipe Layers (metallic
or non-metallic) five (5) feet outside the building
foundation
Motor Driven Wheelbarrows and Concrete Buggies
Hyster Operators
Grout Pump Operator
Pump Crete Assemblers
Conveyor Assemblers
Core Drill Operators
Cement, Lime or Silica Clay Handlers (bulk or bag)
Pneumatic Spikers
Deck Engine & Winch Operators
Water Main & Cable Ducking (metallic and non-metallic)
Laborer Instrument Man
Remote Controlled Compactor

CATEGORY III shall include the following and will be
paid fifty cents (\$.50) per hour over the
basic rate:

Plaster Tenders
Mason Tenders
Mortar Mixers

Welders (acetylene or electric)
Cutting Torch or Burner
Cement Gun Operators
Scaffold Builders when working for Plasterers
Scaffold Builders when working for Masons

CATEGORY III (a) shall include GUNMEN and POTMEN and will be paid fifty cents (\$.50) per hour over the basic rate.

CATEGORY III (b) shall include the following and will be paid one dollar (\$1.00) per hour over the basic rate:

Gunite or Shotcrete Nozzle Laborer (including sewers)
Fire Stop Equipment Operator
Fork Lift Operator
Asbestos Abatement, handling and removal
Hazardous Materials, handling and removal
Lead Abatement, handling and removal
Lead Base Paint Remover
Concrete Finisher/Form Setter (contractors option)

CATEGORY IV shall cover LABOR FOREMAN and will be paid one dollar and twenty-five cents (\$1.25) per hour over the basic rate.

CATEGORY IV shall cover HOD CARRIER FOREMAN and will be paid one dollar and fifty cents (\$1.50) per hour over the basic rate.

CATEGORY IV shall cover GENERAL FOREMAN and will be paid one dollar and seventy cents (\$1.70) per hour over the basic rate.

CATEGORY IV shall cover HOD CARRIER GENERAL FOREMAN and will be paid one dollar and ninety cents (\$1.90) per hour over the basic rate.

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

CATEGORY VI shall cover the following rates paid over and above basic rate:

Caisson and Tunnel Work in Free Air-\$1.00 over base rate

Caisson Bottom Man-\$2.00 over base rate

Caisson and Tunnel Work in Compressed Air:

0-15 pounds	-	\$1.00 over base rate
16-20 pounds	-	\$1.50 over base rate
21-26 pounds	-	\$2.00 over base rate
27-33 pounds	-	\$3.00 over base rate
34 & over	-	\$4.00 over base rate

CATEGORY VI (a) shall include DYNAMITE MEN and will be paid one dollar and

effective date of such law, order, or regulation. Such amendment to this Agreement shall remain in effect only so long as said law, amendment, order or regulation continues in force, or until the expiration of this Agreement, whichever event shall first occur.

ARTICLE XXIX

Substance Abuse Program

The Union and the Associated General Contractors of Indiana, Inc. Southwestern Branch and/or signatory Employer hereby agree that the drug and alcohol testing program developed by the joint efforts of the Lower Ohio Valley Building Trades Committee and the area contractors' associations is incorporated by reference herein and made a part hereof this contract.

ARTICLE XXX

Apprentices – Mandatory Apprentice Language

Section 1. New applicants for membership who cannot provide reasonable proof of 4,000 or more hours of employment as a Construction Craft Laborer (or, alternatively, cannot demonstrate equivalent skills in a placement examination administered by the Joint Apprenticeship and Training Committee (JATC) shall, whenever possible, enter the Apprenticeship program. Any person entering but failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer as a 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 2. The Apprenticeship and Training Standards approved by the Federal Bureau of Apprenticeship and Training or State Apprenticeship Committee are hereby incorporated by reference as a part of this Agreement.

Section 3. The Apprentice wage rates:

	Hours of Credit	Wage Rate
1st period	0-1000 hours	75% of journeyworker rate
2nd period	1001-2000 hours	85% of journeyworker rate
3rd period	2001-3000 hours	95% of journeyworker rate
4th period	3001-4000 hours	100% of journeyworker rate

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

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

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

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

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

ARTICLE XXXI

Voluntary LIUNA, Local #561 PAC Fund

Section 1. The Employer agrees to deduct and transmit to the LIUNA, Local #561 PAC Fund five cents (\$.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. These transmittals shall occur monthly, and shall be accompanied by a list of the names of those Employees for which such deductions have been made, and the amount deducted for each such Employee.

Section 2. The LIUNA, Local #561 PAC Fund agrees to indemnify and hold harmless the Employer from any and all claims, actions and/or proceedings arising out of said LIUNA, Local #561 PAC Fund.

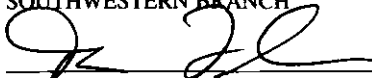
ARTICLE XXXII
Effective Date

THIS AGREEMENT shall be in full force and effect from April 1, 2006 and shall continue in effect for the periods mentioned herein, expiring as of March 31, 2009.

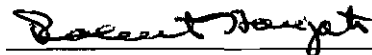
In case either Party to this Agreement wishes to change the Agreement, at least sixty (60) days notice shall be given to the other Party prior to the expiration date. In case no such notice is given by either Party, the Agreement shall continue in effect from year to year until such notice is given at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

PARTY OF THE FIRST PART

ASSOCIATED GENERAL
CONTRACTORS OF INDIANA, INC
SOUTHWESTERN BRANCH



Tom Fleenor



Bob Hargate
Director of Labor Relations

PARTY OF THE SECOND PART

LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA,
STATE OF INDIANA DISTRICT
COUNCIL on behalf of its
AFFILIATED LOCAL UNION #561



Jerry W. Lee, Secy-Treas/Bus Mgr



Barry Russell
Bus Mgr LIUNA, Local #561

**LOCAL UNION #561
EVANSVILLE**

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

Business Manager – Barry Russell

Secretary Treasurer & Field Representative – Harlin Scott

Recording Secretary & Field Representative – Kenny Overton

Vice President & Field Representative – Donnie Angel

Field Representative – Steve Wilson

951 North Park Drive

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Toll Free: 1-888-463-8646

Website: www.laborers561.org

E-mail: barry@laborers561.org

Sub-Office: Vincennes, IN 47591

2011 S 15th Street

812-882-1555

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LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA OFFICES

Laborers' International Union of North America
905 - 16th Street Northwest
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Terence M. O'Sullivan, General President
Armand E. Sabitoni, General Secretary-Treasurer

Laborers' International Union of North America
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Edward Smith, Assistant to the General President,
Vice President & Midwest Regional Manager

Laborers' International Union of North America
State of Indiana

Stephen Folz, International Representative
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DIRECTORY
LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA

Laborers' International Union of North America
State of Indiana District Council
425 S 4th Street
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E-mail INLDC@aol.com

Jerry W. Lee, Secretary Treasurer & Business Manager
Michael J. Short, Field Representative & Organizer

LOCAL UNION 41
HAMMOND

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

Richard Greene, Business Manager
Rudy Sparks, Field Representative
Rick Henson, Field Representative
Wm Kevin Roach, Field Representative
6415 Kennedy Avenue
Hammond, IN 46323
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Fax (219) 844-1325
E-mail liunalocal41@aol.com

**LOCAL UNION 81
VALPARAISO**

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

Mike Demonja, Business Manager
Dale Keene, Field Representative
Agustin Carreon, Field Representative
Michael Campbell, Field Representative
Frank Bova, Jr., Field Representative
Dwayne Amos, Organizer
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Valparaiso, IN 46383
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Phone (800) 858-7631
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E-mail Laborers81@verizon.net

**LOCAL UNION 120
INDIANAPOLIS**

Geographical Jurisdiction of Marion and Shelby Counties, Indiana.

David Frye, Business Manager
Nathaniel Clancy, Field Representative
Gary Coss, Field Representative
Sherman Watkins Jr, Field Representative
Chris Brickey, Field Representative

Dwight Smith, Field Representative
Ben Adams, Organizer
James W. Daniels, Organizer
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Indianapolis, IN 46202
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E-mail DFrye120Laborers@aol.com

LOCAL UNION 204
TERRE HAUTE

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

Charles Toth, Business Manager and Secretary-Treasurer
Bobby Earle, Field Representative
Chuck Toth, Field Representative
401 Poplar Street
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E-mail laborers@gte.net

LOCAL UNION 213
FORT WAYNE

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

Leroy Jackson, Jr., Business Manager
Mark Jarrell, Field Representative
5700 S Anthony Blvd

Fort Wayne, IN 46806
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Phone (260) 744-5355
Fax (260) 745-7601
E-mail local213@verizon.net

**LOCAL UNION 274
LAFAYETTE**

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

Leland Mallory, Secretary-Treasurer & Business Manager
Jim Terry, President & Field Representative
Rick Williams, Field Representative
1734 Main Street
Lafayette, IN 47904
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Kokomo Branch Phone (765) 457-4453
Fax (765) 457-8245

**LOCAL UNION 561
EVANSVILLE**

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

Barry Russell, Business Manager & President

Harlin Scott, Secretary-Treasurer & Field Representative
Kenneth Overton, Recording Secretary & Field Representative

Donnie Angel, Vice-President and Field Representative

Stephen Wilson, Field Representative

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Vincennes Branch Phone (812) 882-1555

LOCAL UNION 645

SOUTH BEND

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

Glenn Williams, Business Manager

Brian Krieg, Field Representative

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Fax (574) 287-2968

E-mail local645@aol.com

LOCAL UNION 741

BLOOMINGTON

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

DIRECTORY OF LOCALS BY COUNTY

COUNTY	LOCAL	COUNTY	LOCAL
Adams	213	Hancock	1112
Allen	213	Harrison	795
Bartholomew	741	Henderson, KY	561
Benton	274	Hendricks	204
Blackford	1112	Henry	1047
Boone	274	Howard	274
Brown	741	Huntington	213
Carroll	274	Jackson	741
Cass	274	Jasper	41
Clark	795	Jay	1112
Clay	204	Jefferson	795
Clinton	274	Jennings	741
Crawford	795	Johnson	741
Crittenden, KY	561	Knox	561
Daviess	561	Kosciusko	645
Dearborn	741	LaGrange	645
Decatur	741	Lake-West Half	41
DeKalb	213	Lake-East Half	81
Delaware	1112	LaPorte	81
Dubois	561	Lawrence	741
Elkhart	645	Madison	1112
Fayette	1047	Marion	120
Floyd	795	Marshall	645
Fountain	204	Martin	741
Franklin	741	Miami	274
Fulton	274	Monroe	741
Gibson	561	Montgomery	274
Grant	1112	Morgan	741
Greene	204	Newton	41
Hamilton	1112	Noble	213

DIRECTORY OF LOCALS BY COUNTY

(continued)

COUNTY	LOCAL	COUNTY	LOCAL
Ohio	741	Steuben	213
Orange	741	Sullivan	204
Owen	204	Switzerland	795
Parke	204	Tippecanoe	274
Perry	795	Tipton	274
Pike	561	Union	1047
Porter	81	Union, KY	561
Posey	561	Vanderburgh	561
Pulaski	274	Vermillion	204
Putnam	204	Vigo	204
Randolph	1112	Wabash	213
Ripley	741	Warren	204
Rush	1047	Warrick	561
St Joseph	645	Washington	795
Scott	795	Wayne	1047
Shelby	120	Webster, KY	561
Spencer	561	Wells	213
Starke	81	White	274
		Whitley	213

