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Title: Highway Contractors, Inc. (Kentucky Heavy-Highway Agreement), Inc. and International Union of Operating Engineers, AFL-CIO, Local 181 (1999)

K#: 8070

Employer Name: Highway Contractors, Inc.

Location: KY

Union: International Union of Operating Engineers

Local: 181

SIC: 1611 NAICS: 23731

Sector: P Number of Workers: 2800

Effective Date: 01/01/99 Expiration Date: 12/31/03

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1999 - 2003

2,800 writers

KENTUCKY HEAVY-HIGHWAY AGREEMENT

BY AND BETWEEN THE HIGHWAY & HEAVY CONTRACTORS SIGNATORY HERETO AS NEGOTIATED ON THEIR BEHALF BY THE

AFL-CIO STEERING COMMITTEE OF HIGHWAY CONTRACTORS, INC.

> INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 181

AFFILIATED WITH THE A. F. OF L. AND BUILDING TRADES DEPARTMENT EFFECTIVE DATE: JANUARY 1, 1999 EXPIRATION DATE: DECEMBER 31, 2003



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AGREEMENT DURATION

SIGNATORY CONTRACTORS

It is understood and agreed by and between the parties signatory hereto that the following Article shall and will be incorporated in both Section A, Highway Agreement, and Section B, Heavy Agreement, as though written therein:

PREAMBLE ______

The recognition of the Contractor as to Local Union 181, International Union of Operating Engineers as the sole bargaining agent of all its employees in a unit, consisting of Operating Engineers who are employed by the Contractor on the site of the work or as otherwise provided herein is conditioned upon both parties complying with all State and Federal Laws.

Hiring procedure shall be part of the Agreement. The provisions of this Article and other provisions relating of the functioning of the hiring arrangements shall be posted by Employers in places where notices to employees are customarily posted. The hiring arrangement shall also be posted in the Union office.

Except as specifically provided, otherwise herein, he rights of management are retained by the Employer, neluding but not limited to the right to manage and direct he working forces, the right to hire, to transfer, to discharge for a just and reasonable cause other than upholding the provisions of this Agreement, to determine he need for the number of employees and the purpose or hiring.

This contract shall not be construed as covering requiring, or limiting the employment of supervisor superintendents, timekeepers, watchmen, or any oth employees acting solely in the capacity are representatives of management. This contract is sole and strictly intended as a declaration of rights are privileges of the parties and of the duties and obligation which each assumes toward the other.

ARTICLE 1 - PROCUREMENT OF LABOR

The Union and the Employer recognize that the Union is in a position to aid the Employer in recruiting needed employees who can meet the standards of the trade and who can promote the efficiency and safety of the operations of the Employers. The Employer agree to notify the Union, when new, additional or replacement employees are needed.

The priorities of referral set forth in the Local 18 Hiring Procedure shall be followed except that in case where the Employer requires and calls for employee possessing special skills and abilities, the Union sha pass over any applicants on the register not possessin such special skill and abilities, and except that in case where the Employer requests men by name. The Employer shall request only men who are registere out of work in Group A only, and they shall have been former employee who has worked for the requestin Employer in the past year in the geographical area. A requests shall be in writing. Applicant must have been on the referral register at least five (5) days before

mployee can be requested by the Employer. If an imployee is called back to the same Employer within ve (5) working days, such employment shall be onsidered continuous employment and shall be ounted as such. In cases where the Union does not ave twenty-four (24) or more hours to fill an order for eferral for a few-day job (5 or less days), the Unionay pass over applicants on the register in order to remptly fill the order.

The Union agrees to refer duly qualified applicants pon a non-discriminatory basis when so notified, and hen furnishing same, shall do so in accordance with e minority percentages required of the Employer by e various federal agencies (inability to do so does not onstitute a breach of contract by the Union). Such pplicants shall be furnished under the above conditions such numbers as may be necessary to properly secute the work contracted for by the Employer in the anner and under the conditions specified in this greement. The decision with regard to the hire and nure of all employees shall be made by the Employer, he Contractor shall be the sole judge as to the patifications of any applicant for employment.

At the Union's request, the Employer shall grant e Union a prejob conference prior to starting work on new project.

The Union and the Employer agree to establish an imployment recruiting area. This recruiting area shall ver all counties of Kentucky with the exception of Boone, Campbell, Kenton, and Pendleton, and following counties in the State of Indiana Bartholomew, Brown, Clark, Crawford, Dearho Decatur, Dubois, Floyd, Franklin, Gibson, Harris Jackson, Jefferson, Jennings, Lawrence, Martin, Of Orange, Perry, Pike, Posey, Ripley, Scott, Spand Switzerland, Vanderburgh, Warrick, and Washingto

The Employer agrees to give preference employment to equally qualified applicants resid within the above mentioned recruiting area, when so are available. This clause shall be applied to employment and reduction of force. The contractor will assist Lo No. 181 in its efforts to get outside contractors to ulocal people on their projects. The Union and Emplo both agree to recognize, cooperate with and activiparticipate in training programs.

ARTICLE 2 - HOURS OF WORK AND OVERTIM

Eight (8) hours shall constitute a day's work, a forty (40) hours a week's work, on a regularly schedul work day established by the contractors and established as to not interfere with shift work. Time a one-half shall be paid for all work in excess of eight hours per day, forty (40) hours per week and all d Saturday. EXCEPTION: Where not prohibited by Stor Federal law. Saturday shall be used as a makeday, at straight time, for inclement weather only.]

ARTICLE 3 - HOLIDAYS

Double time shall be paid for work done on the lowing days, which shall be considered as holidays. unday, New Years' Day, Decoration Day, Fourth of July, nanksgiving Day, Friday after Thanksgiving and tristmas Day. No work to be done on Labor Day except save lives and property. All work done on Labor Day der the above conditions shall be paid for at the rate double time. All holidays falling on Sunday shall be served on Monday following, Twenty-tour (24) hours the calendar day shall be recognized as the above entioned holidays. When New Year's Day, Memorial ly, or the Fourth of July fall on Tuesday, Wednesday, Thursday, they may be observed either on the Monday eceding or the Friday following the holiday, in lieu of e established regular holiday. This provision shall be accordance with the Federal Executive Order on legal lidays. Employees performing pumping and nployees performing curing of concrete on Sunday Il be paid time and one-half unless other crafts are orking at the double time rate in which case they will paid double time. STATE PRIMARY

ARTICLE 4 - WAGE SCALES

wages and fringe benefits covered by this agreement all be attached hereto and become a part hereof. If

the strain of

ARTICLE 5 - UNION STEWARD

- I. The Business Representative of the Union m appoint Stewards, whose duty it shall be to see that t conditions of this contract are observed by either t Employer or the members of the Union or th representatives. In slack season he shall be the Lemployee to be laid off, providing he is qualified in 1 judgment of the Employer, and under no condition ship be discriminated against because of his position Steward. Under no condition, excluding drug and alcohabuse, shall the Steward be discharged until the Business Representative has been given twenty-form (24) hours notice. Stewards shall not have authority call a work stoppage for any reason.
- II. There shall be no interference with workm during working hours, except that the Busine Representative of the Union may confer with t superintendent, foreman, or steward when necessa The Business Representative shall notify manageme before entering job.

ARTICLE 6 - NO WORK STOPPAGE

There shall be no stoppage of work on account any difference of opinion or dispute which may ari between this or any other unit or units of organized labor or between other units of organized labor or between any unit of organized labor and any other division of the Highway Industry.

ARTICLE 7 - UNION SECURITY

The Employer agrees to operate projects under a nion Shop subject to the provisions of the Laboranagement Relations Act of 1947, as amended.

Any Employee who is not a member of the Union nd any Employee who is hired on or after the effective ate of this Agreement, shall be required to join the Union or after the eighth day of his employment, following e effective date of this Agreement or following the date his employment, whichever is later. Such employees he become members of the Union must as a condition continued employment maintain their membership in good standing.

ARTICLE 8 - GRIEVANCE PROCEDURE

It is agreed between the parties that all grievances, sputes, or claims, save the exceptions reserved below, hich may arise, with respect to the enforcement or terpretation of any of the terms of this Agreement shall a resolved in the following manner:

EXCEPTION NO. 1 - If the dispute involves the risdiction of the Union with the jurisdiction of any other nion or Unions, then the dispute shall be resolved coording to Law, provided however that an opportunity e first given to the Union to attempt to settle the risdictional dispute with the other Union within ten (10) ays from the time the dispute arose.

EXCEPTION NO. 2 - If the dispute be one interpretation of statute law, then such dispute shall resolved according to Law.

STEP 1 - The dispute shall first be discuss between the job Steward and the Employee's Foremand or Superintendent within two (2) working days the date such complaint or grievance originated.

STEP 2 - If no Agreement is reached in Step Or within two (2) working days following submission of the dispute in Step One, the dispute shall be referred to the Business Representative of the Union and the Employer's Representative for discussion an settlement.

STEP 3 - If no Agreement is reached in Step Tw within five (5) working days following submission of th dispute in Step Two the dispute shall be referred by eith party to a Joint Committee which shall consist of fo (4) members—two (2) to be appointed by the Contract and two (2) to be appointed by the Union. The Joi Committee shall meet and render a decision with seven (7) working days following submission of the dispute in Step Three. It being the intent of the partie to settle all disputes through the Grievance Procedur.

STEP 4: In the event of a deadlock of the Joi Committee then parties shall select an arbitrator b agreement, or the rules of either the American Arbitratio Association or the Federal Mediation and Conciliatio Service for selection of an arbitrator, and arbitration shall

ply. The decision of the arbitrator shall be binding and all on all parties; however, the arbitrator shall not have power to add to, subtract from, or alter, any of the ms of this Agreement.

The expenses and fee of the arbitrator shall be me equally by the parties to this agreement.

Neither the Employer nor the Union or Union mbers shall engage in, permit, induce, or encourage y stoppage of work, slow down, strike, lockout, or neerted refusal to work by reason of any dispute or erences of opinion or policy between the parties reto save and except the failure of the other party to de by a decision of the Joint Committee, the Arbitrator, a Judgment of a Court of Law.

ARTICLE 9 - FRINGE BENEFITS

- I. It is agreed that effective January 1, 1999, the apployer will contribute monthly \$3.00 per hour to the emational Union of Operating Engineers, Local 181, alth and Welfare Fund, and \$3.00 per hour to the ntral Pension Fund of the International Union of erating Engineers.
- II. Aforesaid contributions shall be paid by the 10th the month following the month of accrual and failure pay by the 20th of the month shall be considered a lation of the Agreement.

- III. The Employer agrees to be bound by following Agreements and Declarations of Trust, and ϵ Amendments to said Trust Agreements.
 - Central Pension Fund Trust Dated Septem 7, 1960
 - Operating Engineers Local 181, Health a Welfare Trust Fund - Dated April 7, 1968
- IV. Employer irrevocably designates as representative among the Trustees of said funds su Trustees as are named in said Agreement a Declaration of Trust as Employer Trustees, together witheir successors selected in the manner provided in significant Agreement and Declaration of Trust as that docum may be amended from time to time.
- V. If any Employer, after forty-eight (48) hours written notice by Certified Mail of default, fails to p Pension, Health and Welfare, Apprenticeship Traini or Wages, the arbitration procedure herein provided sh become inoperative and the Union shall have the rig to resort to all legal and economic remedies, includithe right to strike and picket until such failure to pay heen corrected.
- VI. It is mutually agreed that the Operating Engineers, Local 181, Apprenticeship and Training standards registered with the Bureau of Apprenticeshand Training and the U.S. Department of Labor is part of this Agreement as is set forth herein.

It is agreed that, effective <u>January 1. 1999</u>, each imployer signatory to this Agreement, or facsimile hereof, will contribute to the Operating Engineers apprenticeship and Training Fund, <u>fony (\$.40)</u> cents per our for each hour worked or paid for, on all employees overed by this Agreement. Employer contributions shall e paid by the tenth (10th) of the month following the nonth of accrual and failure to pay by the 30th of said nonth shall be considered a violation of the Agreement, ubject to Section V.

VII. Upon written notice to the Employer from the Jnion at least sixty (60) days prior to each anniversary ate of the Agreement the Employer agrees to increase s hourly contributions to the aforesaid Health and Velfare Fund, Pension Fund, or Apprenticeship and raining Fund, in the amount specified by the Union, he hourly wage scale then in effect shall be lowered in a mount equal to the increase in the hourly ontributions to the Health and Welfare Fund, Pension und, or Apprenticeship and Training Fund.

ARTICLE 10- NON-DISCRIMINATION

The Employer and Union mutually agree that they hall comply with Executive Order 11246 and/or Title II of the Civil Rights Act of 1964 and all other directives saued by the Federal Government or the State of entucky pertaining to Equal Employment Practices in ccepting members, or in the selection and/or hiring of mployees covered by this bargaining unit. Whenever afterence is made to gender in this Agreement, the same

shall be interpreted and construed as including both ma and female.

ARTICLE 11 - INDUSTRY FUND

During the term of this Agreement and commencing with the effective date hereof, each Employer signato to this Agreement shall pay, to the Kentucky AFL-CI Heavy and Highway Contractors Industry Fund, one ce (\$.01) for each hour worked by each of their employee in the bargaining units covered by this Agreemen Payment shall be made on the forms and in the manne prescribed by the Kentucky AFL-CIO Heavy an Highway Contractors Industry Fund and Kentucky AFL CIO Heavy and Highway Contractors Industry Fund sha have the authority to collect funds due and owing from a delinguent Employer. With each payment due an owing hereunder, the Employer shall submit to th Kentucky AFL-CIO Heavy and Highway Contractor Industry Fund, a detailed specification of all hour worked by its employees under this Agreement sinc its last full payment under this Article.

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

- Promotion of legislation opposed by the Unio or opposition to legislation favored by the Unior
 - Subsidies, indemnities, or payment of any kin to contractors during, for, or in connection with period of strike, lockout or work stoppage.

- Litigation before any court or administrative body against the Union or the payment of any expenses directly or indirectly involved in any such litigation.
- Publicity or public relation campaigns in support of management's position respecting bargaining respections with the Unions.

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

ARTICLE 12 - ADMINISTRATIVE DUES

The Employer agrees to deduct from the pay of employees covered by this Agreement an administrative dues deduction. Before any such deduction is made, the Union shall furnish to the Employer a property signed authorization card for the employee 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.

The Union agrees to hold the Employer harmless rom 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 9.

SECTION A, HIGHWAY AGREEMENT

ARTICLE A-1 - SCOPE OF THE AGREEMENT

Highway Construction shall include but not be limited to the construction, or modification, or addition or repair of railroad and highway bridges (includin setting of super structure steel on bridges), pile driving piers, abutments, retaining walls, viaducts, pedestria tunnels, subways, track elevation projects, railroa construction; sanitary sewers, waterlines, undergroun utilities, pre-fabricated package bid sewer and/or wate treatment plants; aqueducts, irrigation projects; floocontrol projects, reservoirs, water supply projects transmission lines and all work let by the Kentuck Department of Transportation except building construction; all work normally included in highway o street construction contracts when let by Federal, State Counties, municipalities or their agencies and othe political sub-division, except that covered in Heavy Section B. of this agreement, or building contracts airport construction, including but not limited to, fligh strips, runways, taxi strips, holding areas, aprons and construction required and incidental to this work; cross country railroads, including highway and railroad bridges; all reclamation work, overburden excavation or any excavation related to mining; all subdivision excavation including underground utilities, grading drainage, and paving; inland dredging and/or open waste containments not incidental to new construction; building site projects: all site preparation including all excavation and embankments, all utilities, roads, streets, parking ts, paving, railroads, new pits or holding ponds or liquid orage areas, hazardous waste removal and ntainment areas.

ARTICLE A-2 - REPORTING TIME

If the services of an Engineer or Apprentice are not quired, he shall be notified the day previous, and not er than ten (10) minutes before the regular quitting ne by the foreman or whoever may be in charge, herwise any employee reporting for work shall receive o (2) hours pay.

ARTICLE A-3 - WORK RULES

- I. When an Engineer or Apprentice shall operate ore than one (1) rig on one (1) shift and there is a ference in the scale of wages, he shall be paid the gher scale.
- II. The employee shall remain on the job, if required, r the length of time for which he is paid, during which shall do what is required of him pertaining to machine job.
- III. Operating Engineers must clean and keep in pair the machinery and/or equipment within their isdiction. When this work is done outside of regular rking hours, the regular overtime rate shall be paid, aster Mechanic and Mechanics must be members of cal 181.

- IV. All machines under jurisdiction of tinternational Union of Operating Engineers, termed automatic machines must be started, stopped a serviced by members of the International Union Operating Engineers.
- V. Heat and/or curtains shall be provided for equipment wherever practical from November 1 to A 1. Umbrellas shall be provided on all tractors where practical during Summer months. Iced drinking was shall be furnished from April 1 to November 1.
- VI. The Employer shall maintain an adequate f aid kit on all jobs where the employees covered by t agreement are employed and such kit shall be male easily accessible and available at all times. In case injury sustained by an employee in the course employment and requiring immediate medical attention to the Employer shall provide transportation to the physician's office, clinic or hospital, and the employe home, if necessary. If the employee returns to work the same day, he shall suffer no loss of time, and if so home, or to the hospital, shall be paid for the balance the day's work period in which the injury was sustained.

ARTICLE A-4 - PAYDAY

The Contractor shall pay once each week. If member of the Union is discharged, he shall be paid full immediately, and in case a member is laid off, shall be paid in full within twenty-four (24) hours. The number of hours worked during the pay period will own on each pay stub. Accompanying each payment wages shall be a separate statement, identifying the uployer, showing the total earnings, the amount of aductions and purpose, and net earnings.

ARTICLE A-5 - SUBCONTRACTORS Contractors and Subcontractors

When the Employer signatory to this Agreement boontracts any of his work covered by this Agreement at the Employer normally, customarily, and traditionally reforms, it shall be subcontracted subject to all terms and conditions of this Agreement, and the Employees such Subcontractor or Subcontractors shall be quired to become members of the Union as a condition employment, as provided under Article 7 of this greement, except by mutual agreement of the parties.

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

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

ARTICLE A-6 - WAGE CARRYOVER

On all projects let for bid after <u>January 1, 1999</u>, the nimum basic hourly rates, the pension contribution

hourly rate, and the training contribution hourly rate, shall be the Collective Bargaining Agreement rates in effect at the time the project was advertised; the health and welfare contribution hourly rate shall be the hourly rate currently in effect when the work is performed. The Collective Bargaining Agreement basic hourly rates, the pension contribution hourly rate, and the training contribution hourly rate shall continue for a period of eighteen (18) months, during the first two (2) years of the contract, and twelve (12) months or one (1) year. during the third, fourth, and fifth years of the contract, from the bid date, or until completion of the project, whichever occurs earlier. The health and welfare contribution rate shall be the current rate in effect when the work is performed. After the expiration of the aforementioned eighteen (18) months, during the first two (2) years of the contract, and twelve (12) months or one (1) year, during the third, fourth, and fifth years, all hourly contribution rates and wages paid to employees covered by this Agreement on the project shall be paid at the current rate as set out in the Agreement in effect at this time.

ARTICLE A-7 - PROJECT AGREEMENT

I. It is mutually agreed that on projects for which no predetermined wage rate is established the Secretary-Manager of Highway Contractors, Inc. may request to negotiate a project agreement or job site agreement if he receives such a request from any Employer signatory hereto. In no case shall the Union negotiate a project or job site agreement with an individual Employer unless

The following wages and fringe benefits shall apply to all work covered by both Section A-Highway and Section B-Heavy of this Agreement.

CLASS A - Minimum wage rate per hour on the following equipment shall be.

	1/1/99 thru	1/1/00 thru	1/1/01 thru	1/1/02 thru	1/1/03 thru
	12/31/99	12/31/00	12/31/01	12/31/02	12/31/03
Basic Hourly Rate	<u>\$19.85</u>		• .	•	
Health & Welfare	3.00				
Pension	3.00				
App. & Training	.40				
Gross	26.25	· 27.25	28.25	29.25	-30,25
Industry Fund.	.01	.01	.01	.01	.01
A-Frame Winch Truck	Auto Patrol Ban	Miller Platchér f	Plant Bilimpino	is Paver Bitum	incus Transle

all types of Boom Cats, Bulldozer, Cableway, Carry-All Scoop, Carry Deck Crane, Central Compressor Plant Operator, Clamshell, Concrete Mixer (21 cu. ft. or over), Concrete Paver, Truck-mounted Concrete Pump, Core Drills, Crane, Crusher Plant, Derrick, Derrick Boat, Ditching and Trenching Machine, Dragline, Dredge Operator, Dredge Engineer, Earth Movers, Elevating Grader and all types of Loaders, Grade-atl, Gurries, Heavy Equipment Robotics Operator/Mechanic, High Lift, Hoe-type Machine, Hoist (two or more drums), Hoisting Engine, (two or more drums), Horizontal Directional Drill Operator, Hydrautic Boom Truck, Hydrocrane, Hyster, KeCal Loader, Letourneau, Locomotiva, Mechanic, Mechanically Operated Laser Screed, Machanic Welder, Mucking Machine, Motor Scraper, Orangepeel Bucket, Piledriver, Power Blade, Pumpcrete, Push Dozer, Rock Spreader attached to equipment, All Rotary Drills, Roffer (Bituminous), Scarifier, Scoopmobile, Shovel, Side Boom, Subgrader, Tailboom, Telescoping Type Forklift, Tow or Push Boat, Tower Cranes (French, German and other types), Tractor Shovel and Truck Crane, Tunnel Mining Machines including Moles. Shields, or similar types of Tunnel Mining Equipment.

CLASS B - Minimum wage rate per hour on the following equipment shall be:

	1/1/99 thru 12/31/99	1/1/00 thru 12/31/00	1/1/01 thru 12/31/01	1/1/02 thru 12/31/02	1/1/03 thru 12/31/03
Basic Hourly Rate Health & Welfare Pension	\$17.43 3.00 3.00				
App. & Training Gross Industry Fund	. <u>40</u> <u>23.83</u> .01	<u>24.83</u> .01	<u>25.83</u> .01	<u>26,83</u> .01	<u>27.83</u> .01

All Air Compressors (over 900 cu. ft. per min.), Bituminous Mixer, Boorn Type Tamping Machine, Bull Float, Concrete Mixer (under 21 cu. ft.), Dredge Engineer, Electric Vibrator Compactor/Self-propelled Compactor, Elevator (on drum or buck hoist), Elevator (regardless of ownership when used to hoist building material), Finish Machine, Firemen, Flexplane, Forkilft (regardless of lift height), Form Grader, Hoist (one drum), Joint Sealing Machine, Mechanic Hetper, Outboard Motor Boat, Power Sweeper (riding type), Roller (rock), Ross Carrier, Skid Mounted or Trailer mounted Concrete Pumps, Switchman or Brakeman, Throttle Valve Man, Tract air and Road Widening Trencher, Tractor (50 H.P. or over), Truck Crane Oiler, Tugger, Welding Machine, Well Points, and Whirley Oiler.

On small dredges, the dredge engineer may be replaced by an older when mutually agreed upon by the Employer and Union at the prejob conference.

	1/1/99	1/1/00	1/1/01	111/02	1/1/03
	thru	thru	thru	thru	thru
	12/31/99	12/31/00	12/31/01	12/31/02	12/31/03
Basic Hourly Rate	\$17.81				
Health & Welfare	3.00				
Pension	3.00				
App. & Training	.40				
Gross	24.21	25.21	26.21	27.21	28.21
Industry Fund	.01	.01	.01	.01	.01
Greaser on Grease	Facilities servi	ding Heavy Eq	umiprment.		

CLASS C - Minimum wage rate per hour on the following equipment shall be

CLASS C - Minimum v	1/1/99	1/1/08	1/1/01	1/1/02	1/1/03
	thru	thru	thru	thru	thru
	12/31/99	12/31/00	12/31/01	12/31/02	12/31/03
Basic Hourly Rate	\$17.17				
Health & Welfare	3.00				
Pension	3.00				
App. & Training	.40				
Gross	23.57	24.57	25.57	26.57	27.57
Industry Fund	.01	.01	.01	.01	.Ot
Billuminous Distribu	tor, Burlap and	Curing Machin	ne, Caisson Di	ill and Core D	rili Helper (tı

Biturninous Distributor, Burlap and Curing Machine, Caisson Drift and Core Drift Helper (track or skid mounted), Cement Gun, Concrete Saw, Conveyor, Deckhand Oiler, Grout Pump, Hydrautic Post Driver, Hydro Seeder, Mud Jack, Oiler, Paving Joint Machine, Power form handling equipment, Pump, Roller (earth), Steermen, Tamping Machine, Tractors (under 50 H.P.) and Vibrator.

The Business Representative of the Union and the Employer shall by agreement use the above classification of machines and wage rates to determine the wage rate to be paid to an Operator on any machine not specified herein.

The pay rate of all Apprentices shall be for the proper period of training as determined by the Joint Apprenticeship and Training Committee and as stipulated in the Apprenticeship Agreement. The following schedule of 1,000 hour periods shall be the hourty rates of pay for Apprentices:

First Period0	to 1,000 hours 60%
Second Period 1,001	to 1,999 hours 65%
Third Period 2,000	to 2,999 hours 70%
Fourth Period 3,000	to 3,999 hours 75%
Fifth Period 4,000	to 4,999 hours 80%
Sixth Period 5,000	to 6,000 hours 90%

At no time will the Apprentice rate be more than the classification of the machine he is operating. Operators on cranes with booms one hundred lifty feet (150) and over (including jib) shall receive lifty (\$.50) cents above Class A rate. Where remote or laser controlled equipment is utilized to operate the equipment listed in the wage classifications of this agreement, such work for operating purposes shall be the jurisdiction of the Operating Engineers.

Qilers will be required on cranes 100 tons and over and will be a registered apprentice, from the International Union of Operating Engineers, Local 181 Joint Apprenticeship and Training Program, when such registered apprentice is available.

Employees assigned to work below ground level are to be paid 10% above basic wage rate. This does not apply to open cut work.

ipproved by Highway Contractors, Inc. If negotiated, ill Employers signatory to this Agreement shall have he right to apply the terms on wages, hours, or work onditions contained in the said project or job site agreement to their employees for the same project or ob site and such application shall not be deemed a riolation of the Agreement.

The negotiated project or job site agreement shall be limited to particular job sites or to particular projects. When that project or job site agreement expires, then work is subject to the regular terms and conditions of his agreement.

II. The Association and Union hereby agree, that on work let for bid under the provisions of KRS 337.010, Section 3A, shall be governed by the language in paragraph I of Article A-7.

ARTICLE A-8 - INCLUSION

It is understood and agreed by and between the arties signatory hereto that the Preamble and Articles - 12 as set forth at the beginning of this Agreement hall and will be incorporated in this Section A, Highway Agreement, as though written herein.

SECTION B. HEAVY AGREEMENT

ARTICLE B-1 - SCOPE OF AGREEMENT

Heavy Construction shall include all work let by the Corps of Engineers including, but not limited to, water power development, hydroelectric development, locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwaters, docks, mooring cells and harbors, including for the same. the excavation and disposal of overburden and the loading of all materials from which the overburden has been removed. Sewage treatment plants and facilities and water treatment plants and facilities that are fabricated and erected on job site. And including the operation, maintenance and repair of all land and floating plant equipment, vehicles, and other facilities used in connection with serving the aforementioned work and services. EXCLUDING any and all work covered in SECTION A of this agreement.

ARTICLE B-2 - SHIFT WORK

When two (2) or more shifts are worked, the first shift shall work eight (8) hours and receive eight (8) hours pay. 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. EXCEPTION: Shift-work-pumping shall work eight (8) hours and receive eight (8) hours pay on all three (3) shifts. Shift rates are not to be canceled on jobs scheduled to run five (5) days if work is interrupted

by weather conditions or other conditions beyond the control of the Employer. The work week begins with the first or day shift Monday morning, and the first shift of each subsequent day in the work week shall begin at a comparable clock time. For the purpose of computing overtime to be paid on Saturday and Sunday as such, and on Holidays, the third shift shall be treated as worked on the day which the first or day shift begins.

ARTICLE 8-3 - REPORTING TIME

- I. If the services of an Engineer are not required, he 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.
- II. An employee shall remain on the job, if required, for the length of time for which he is paid, during which he shall do what is required of him pertaining to machine on job.
- III. In the event an employee has completed his regular shift and left the site of the work and is called back to perform such work, Employee shall be paid at least two (2) hours at the overtime rate.

ARTICLE B-4 - WORK RULES

I. Any Operator may be shifted by the Employer to any machine and back again to the original machine, provided the operator is capable of performing the work and is paid the rate of wages applicable to the highest classification of work performed by him during the shif Provided, further, that such changes do not replac another operator who had reported for work or who had started to work during the shift. Provided, further, tha where the project presents circumstances making a limitation of complete shift impractical, the parties may by mutual agreement, increase the number of such shifts

II. The Engineer must keep the machine clean and may assist in repairing the engine or machine he operates. When this work is done outside the regula working hours, the regular overtime shall be paid. Maste Mechanic and Mechanics must be Operating Engineers When a piece of equipment needs repair, the regula Operating Engineer normally employed on same shall not be laid off while an outside shop man is working on the job site and the Engineer shall assist this man in making the necessary repairs.

III. A fireman or oiler must be employed on at cranes, shovels and draglines (except. ro and one-half yard or 50 tons capacity or less, manifecturer's rating capacity to be used) including self properlied cranes and hydro cranes (similar to truck cranes), Hoptos and Gradealls.

Oilers are not required on two and one-half yard and under backhoes, or similar type equipment, or any rigs of two and one-half yard or 50 ton capacity or less. However, if an Employer chooses to put a second man on any rigs of two and one-half yard or 50 ton capacity or less, he shall be an Operating Engineer.

When an oiler is employed on a project covered by s Agreement and a compressor and throttle valve is t into operation, the oiler shall operate the throttle valve d compressor in addition to his regular duties for \$.50 ove his regular rate of pay.

- IV. The Employer shall furnish suitable shelter to a ptect employees from falling materials and from the ments. Heat and/or curtains shall be provided for all uipment wherever practical from November 1 to April Umbrellas shall be furnished on all tractors wherever actical during summer months. Iced drinking water all be furnished from April 1 to November 1.
- V. The transportation by means of its own power of anes operated by employees covered by this reement shall be performed by Employees covered this Agreement.
- VI. Ownership of a truck shall not be a condition of ployment or continued employment.
- VII. The Employer shall maintain an adequate first kit on all jobs where the employees covered by this reement are employed and such kit shall be made sily accessible and available at all times. In case of ury sustained by an employee in the course of ployment and requiring immediate medical attention,

Employer shall provide for transportation to the ysician's office, clinic or hospital, and the employee's me, if necessary. If the employee returns to work on same day, he shall suffer no loss of time, and if sent

home or to the hospital, shall be paid for the balanc the day's work period in which the injury was sustain In no case shall such employee suffer loss of time w required to leave his job for treatment of three (3) ho or less for further treatment of such injury.

VIII. FOREMAN: One Foreman is required for e shift on a project of an Employer having ten (10) or m employees. An additional Foreman is required on s project having twenty-five (25) or more employees. S Foreman shall have only such authority as assigned the Employer. Duties of the Foreman shall be (1) replace any absenteeism, (2) to replace any Operat Engineer who has started to work and may have to lea through no fault of the Employer, (3) to assist a Operating Engineer who may need help or advice, to assign Operating Engineers to the equipment, if employer so desires, (5) To operate any equipment the job provided the Employer has made an effort hire an operator.

Foreman shall receive not less than fifty cents (per hour over and above Class A rate of pay. Utioperator, capable of operating any heavy equipme shall receive fifty cents (.50) per hour over and about Class A rate of pay. The selection of Foremen shall mutually agreed upon by the Union and by the Employ

ARTICLE B-5 - PAY DAY

An employee whose employment is terminated shaped within one (1) hour of such termination provide

e Employer's office is open and a clerk is on duty, herwise, he shall be paid on the next subsequent work y within one (1) hour after he appears at the imployer's office and makes a request. However, the imployee shall have the option of requesting his check mailed in accordance with the provisions of this Article his home of record. In the event an employee is laid, he shall be paid in full within twenty-four hours, imployer shall pay once each week.

ARTICLE B-6 - MINOR EQUIPMENT

Operating Engineers shall be employed on minor light equipment as defined below in this section.

- (1) For the purpose of definition in this section, minor light equipment shall be defined as air compressors 00 CFM and under) pump, welding machine (gasoline diesel driven), conveyor, generator or mechanical ater.
- (2) When minor equipment is put in operation on a bior project and an oiler is employed, such employee ay operate up to four (4) pieces of minor equipment in dition to his regular machine for fifty (\$.50) cents above a regular rate of pay. In the event there is not an Oiler imployed, and an engineer assigned to other equipment employed, such engineer may operate up to four (4) eces of minor equipment in addition to his regular achine, for fifty (\$.50) cents above his regular rate of ay providing such equipment is within reasonable stance. If neither an oiler nor an engineer assigned to

other equipment is employed on the job or project, a any minor equipment is put into operation, an operation engineer will be employed to operate said equipment Neither an oiter nor an engineer assigned to oth equipment will be permitted to operate more than to (4) pieces of minor equipment on combination rate.

- (3) When more than four (4) pieces of min equipment are put into operation, an operating engine shall be employed at the Group B rate of pay. Su operating engineer shall be permitted to operate up and including six (6) pieces of minor equipment combination of minor equipment.
- (4) An operating engineer shall be employed on air compressors over 900 CFM at Group B rate of pa
- (5) When a hoe ram is put into operation, the operating engineer who operates the hoe shall start are stop the air compressor at his regular rate of pay for operating the hoe.
- (6) Dewatering systems shall include electric submergible pumps, electrical well pumps and oth electrical pumps. The dewatering systems shall be installed, maintained and operated the same as well por systems. There shall be no set number of pumps in system, but the pumps shall be within a reasonable are
- (7-a) 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

hall be decided at the prejob conference. Overtime on ontinuous pumping operations shall be computed at me and one-half.

- (7-b) If a dewatering system or pumping operation ontains maintenance free pumps, it shall be mutually greed between the company—and Business epresentative that if no maintenance or surveillance required on the second or third shift, then the Union vill not require the equipment to be manned during this me, provided that if any personnel, including other ades, supervisory personnel, or security personnel are equired to provide surveillance of pumping system, then not person shall be an operating engineer, and shall e paid in accordance with Article B-6, Section 7-a.
- (8) When there is a question of application of this minor quipment section, the Business Representative and the mployer shall resolve such questions by mutual agreement.

ARTICLE B-7 - SUB-CONTRACTOR CLAUSE

Contractors and Subcontractors

When the Employer signatory to this Agreement ubcontracts any of his work covered by this Agreement nat the Employer normally, customarily, and traditionally erforms, it shall be subcontracted subject to all terms nd conditions of this agreement, and the employees f such Subcontractor or Subcontractors shall be equired to become members of the Union as a condition f employment, as provided under Article 7 of the

Agreement, except by mutual agreement of the parties

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

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

ARTICLE B-8 - JURISDICTIONAL DISPUTES

The Employer shall make the initial wor assignment.

In the event of a Jurisdictional Dispute involvin the Union, the Employer shall request the other Unio or Unions involved to send representatives to the jo site to meet with representatives of the Union an Employer to settle the dispute.

If a settlement is not reached at that meeting, the Union shall request that its International Union assign representative who shall make arrangements to mee representatives of the other International Union or Union involved, and representatives of the Employer on the jostite to seek settlement of the dispute. The Employer shall also request the International Unions involved to assig representatives to seek settlement of the dispute.

The Union and the Employer agree that there shall no strikes, lockouts, or interruption of the disputed ork over jurisdictional disputes.

ARTICLE B-9 - PROJECT AGREEMENT

- I. It is mutually agreed that on projects for which no edetermined wage rate is established the Employer ay request to negotiate a project agreement or job e agreement. The negotiated project or job site reement shall be limited to particular job sites or to articular projects. When that project or job site greement expires, then work is subject to the regular rms and conditions of this agreement.
- II. The Employer and Union hereby agree, that on ork-let for bid under the provisions of KRS 337.010, action 3A, shall be governed by the language in ragraph I of Article B-9.

ARTICLE 8-10 - INCLUSION

It is understood and agreed by and between the arties signatory hereto that the Preamble and Articles - 12 as set forth at the beginning of this Agreement all and will be incorporated in this Section B, Heavy greement, as though written herein.

AGREEMENT DURATION

I. This Agreement, which includes Sections A and entered into this 1st day of January, 1999, shall be in

full force and effect for a period of <u>five (5) years</u> from the above date and shall continue from year to yethereinafter unless notice is given in writing by eith party to the other sixty (60) days prior to such anniversal date.

- II. Any Employer who subsequently signs and accepts this Agreement shall be bound by the terr and conditions contained herein from this date of signs and/or acceptance through <u>December 31, 2003</u>.
- III. The undersigned has read and hereby approve the State Wide Agreement for-the State of Kentuc between Local 181 of the International Union Operating Engineers and Contractors signatory here as negotiated on their behalf by the AFL-CIO Steen Committee of Highway Contractors, Inc., and herew accept the same and becomes one of the parties here

ATE OF ACCEPTANCE: JANUARY 1, 1999

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #181

James O. Manning Business Manager

> Fred Blaylock President

John Brothers Rec-Corr Secretary

HIGHWAY CONTRACTORS, SIGNATORY HERET AS NEGOTIATED OF THEIR BEHALF BY THE ACITICIO NEGOTIATING COMMITTEE

OF HIGHWAY CONTRACTORS, INC.
Paul Faulkner Chairman
Mike Shayeson
Jetty Larney
Daniel Lutgring
G. W. Chandler
Walter Gratz

Morris Griffiths

Joe Mims

Betsy Hilkey

CONTRACTORS WHO GAVE AUTHORIZATION

AULKNER CONSTRUCTION, INC.

Y: Paul Faulkner

HE HARPER COMPANY

Y: Mike Shayeson

OESTER CONTRACTING CORPORATION

Y: Jerry Lamey

JTGRING BROS., INC.

Y: Daniel Lutg* 1

ATSUDA, INC

Y: G. W. Chandier

ATIONAL ENGINEERING & CONTRACTING COMPANY

Y: Walter Gratz

OSS BROTHERS CONSTRUCTION COMPANY, INC.

Y: Morris Griffiths

KILTON CONSTRUCTION CORPORATION

Y: Joe Mims

ENTUCKY STONE COMPANY

Y: Betsy Hilkey

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