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Title: **Heavy & Highway Contractors and Kentucky Laborers District Council, Laborers International Union of North America (LIUNA), Locals 189, 561, 576, 1214, 1392, 1445 (1999)**

K#: **8999**

Employer Name: **Heavy & Highway Contractors**

Location: **KY**

Union: **Kentucky Laborers District Council, Laborers International Union of North America (LIUNA)**

Local: **189, 561, 576, 1214, 1392, 1445**

SIC: **1611**

NAICS: **23731**

Sector: **P**

Number of Workers: **4000**

Effective Date: **07/01/99**

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K 8999
4,000 workers

AGREEMENT

47 pp.

Entered into Between

THE HEAVY AND HIGHWAY CONTRACTORS,
SIGNATORY HERETO,

as negotiated on their

Behalf by the AFL-CIO Steering

Committee of Highway Contractors, Inc.

and

THE KENTUCKY
LABORERS' DISTRICT COUNCIL

Chartered by
LABORERS' INTERNATIONAL UNION

of

North America

For and on behalf of

Affiliated

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

EFFECTIVE DATE: JULY 1, 1999
EXPIRATION DATE: JUNE 30, 2004

GCIU 118-C

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AGREEMENT

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

ARTICLE 1
Heavy & Highway Construction

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

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

ARTICLE 2
Management Rights

The Management of the Employer's work and busi ness, and the direction of the working force, including th right to hire, suspend, transfer or discharge for prope cause, and the right to relieve Employees from duty be cause of lack of work, or other reason, is vested exclu

sively in the Employer, provided, however, that this shall not be exercised for the purpose of discrimination, or in any manner contrary to the provisions of this Agreement.

ARTICLE 3
Pre-Job Conference

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

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

ARTICLE 4
Union Shop

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

B. Before Construction is begun and during the progress of the work, the Employer agrees to notify the Union in whose jurisdiction the work is being performed, when additional or replacement employees are needed. The Union agrees to furnish on a

non-discriminatory basis, qualified employees t perform the necessary work when so notified withi a reasonable time, not to exceed 24 hours, after re ceiving the request from the Employer. Except fo the referral of the first employee to a particular jo in such cases as Article 5 applies, the Employer shal have the right to request employees by name, pro vided they have been employed by the Employe within the preceding 24 months. In the event th Union cannot refer satisfactory employees within th prescribed time limits, the Employer shall have th right to employ other available personnel. Nothin in this Article is intended to restrict or prevent th Employer from complying with EEO Affirmativ Action or APD Regional quota requirements.

C. Any employee who is not a member of the Union o the Second Part, and any employee who is hired o or after the effective date of the Agreement, shall b required by the Employer to join the Union on th eighth working day of his employment, followin the effective date of the Agreement, or following th date of his employment, whichever is later. Suc employees who become members of the Union mus as a condition of continued employment, maintai their membership in good standing. Provided, how ever, that if, upon the direction of the Local Unio an Employer discharges an employee for failure join the Union or to maintain his membership in goo standing, the Union shall hold the Employer harm less from legal action.

D. Both Union and Employer agree to recognize, coo erate with, and actively participate in Joint Trainin

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

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

ARTICLE 5
Procurement of Labor

Since this Agreement is state-wide in scope, the Emloyer shall have the right to take with him from one ocal's jurisdiction to another Local Union's jurisdiction nployee members covered by this Agreement who have

been employed by him at anytime during the past two years, not to exceed one-half of his work force on any particular job, with the Local Union in whose jurisdiction the work is being performed having the right to refer the first employee to a particular job.

ARTICLE 6
Heavy and Highway Construction Coverage

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

- Subways.
- Tract Elevation Projects.
- Sewage Treatment Plants and Facilities.
- Aqueducts.
- Irrigation Projects.
- Flood Control Projects.
- Water Reservoirs.
- Water Treatment Plants and Facilities.
- Water Power Development Including Hydro-Electric Development.
-Locks, Dams, Dikes, Levees, Revetments, Channels Cutoffs.
-Intakes, Dredging Projects, Jetties, Breakwaters, Docks Harbors.
-Railroad Construction Projects, and Railroad Bridges.
-Grade Separation involving a Railroad including pile driving, piers abutments, and retaining walls connected with railroad construction.
- Tunnels
- Elevated Railroads
- Clearing, Grading, Paving and Resurfacing of Residential Sites.

-Highways, Roads and/or Streets, including Roads and/or Streets in Residential Subdivisions and Housing Projects.
-Bridges, Elevated Highways, Culverts, Manholes, Water and Utility Pipe Lines, sidewalks, Retaining Walls Underpasses, Overpasses, Viaducts, Cloverleaf Structures, Curbs, Seeding, Landscaping, Clearing, Guard Rails, Fences, Alleys, Parkways, Rest Areas, Parking Areas, and Drainage Ditches.
-Airport Flight Strips, Taxi Strips, Aprons, Grading, Drainage and Paving.
-Offsite Rock Quarries, Concrete Batch Plants and Asphalt Plants owned and operated by any contractor signatory to this Agreement solely for the purpose of supplying materials to the contractor's project or projects and not for commercial purposes.
-Reclamation work in Coal Fields, Soil Conservation Districts, and Non-Urban and Non-Industrial Projects.
-Sanitary Sewers, Storm Sewers, Water Lines, Gas Lines, Transmission Lines.

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

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

ARTICLE 7
REPRESENTATION

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

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

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

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

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

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

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

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

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

ARTICLE 8
Contractors and Subcontractors

When the Employer, signatory to this Agreement, ıb-contracts any of his work covered by this Agreement ıt the Employer normally, customarily, and traditionly performs, it shall be subcontracted subject to all terms d conditions of this Agreement, and the Employees of ch Subcontractor or Subcontractors shall be required to come members of the Union as a condition of Employent, as provided under Article 4 of the Agreement, expt by mutual agreement of the parties.

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

Subcontractors performing work covered by this greement agrees to all terms and conditions of this Agreeent and shall be required to execute the necessary docuents to implement the operation of all fringe benefit proams.

ARTICLE 9
Hours and Overtime

(A) Eight (8) hours shall constitute a day's work and fort (40) hours a week's work. Monday through Satu day. Time and one-half shall be paid for all work excess of eight (8) hours per day and over forty (4(hours per week. The Employer shall establish th regular starting time and notify the affected Loc Union Business-Manager. In specific cases, the b sic hours worked may start earlier or later, but not s as to conflict with shift work. **If an employee is hire *after Monday of a given week, and has not lo* time that week, and performs work on Saturda of that week, he shall receive one and one half (1/2) times his hourly wage rate for all hou worked on Saturday**.

(B) Double time shall be paid for work on the followin days which shall be considered as Holidays: Su days, New Year's Day, Decoration Day, Fourth July (Independence Day), Thanksgiving Day an Friday after Thanksgiving Day and Christmas Da No work to be done on Labor Day except to sav lives and property. All work done on Labor D. under the above conditions shall be paid for at tl rate of double time. All holidays falling on Sunda shall be observed on the Monday following such hol days. Twenty-four (24) hours of the calendar da shall be recognized as the above-mentioned holida

(C) ***If an Employer signatory to this Agreement, n* gotiates an agreement or agreement of unde standing after June 15, 1999, (with exception**

the Operating Engineers Local 181) that gives an overtime rate for work performed on Saturday which has an established holiday of that week observed, then the overtime rate shall apply to any laborer which performs work on said holiday.

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

(E) The Union and Employer agree that the Employer may establish and utilize where legal a four (4) ten (10) hour day Monday through Saturday. Time and one-half (1-1/2) shall be paid for all hours worked in excess of ten (10) hours per day and over Forty (40) hours per week.

ARTICLE 10
Negotiating Agents

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

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

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

ARTICLE 11
Shift Work

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

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

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

ARTICLE 12
Assignment of Work

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

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

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

JURISDICTION DISPUTES

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

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

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

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

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

It is agreed and understood the Employer will not assign any disputed work to any other Local Union Crafts

unless the Local Union Crafts has a signed Agreement with the Employer.

ARTICLE 13-A
Grievance Procedure - HCI Member Companies

It is agreed by the parties that all grievances, disputes, or claims, except jurisdictional disputes, wage rates, fringe benefits and dues checkoff, which may arise with respect to the enforcement or interpretation of any of the terms of this Agreement are to be resolved in the following manner:

All grievances, disputes, or claims which may arise between Highway Contractors, Incorporated represented Employers signatory to this Agreement shall be resolved in the following manner.

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

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

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

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

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

(D) If the Joint Permanent State Committee deadlocks and thus is unable to render a decision on any griev-

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

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

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

(F) In any event, any complaint or grievance is barred i not presented by written notice to the Joint Perma nent State Committee within forty-five (45) days c the occurrence of the alleged grievance or complain

(G) When the Joint Permanent State Committee or in partial Arbitrator renders a grievance award und this Article, there shall be stated in the Award a tin limit for the losing party to comply fully with tl

Award. Such time limit shall not be less than ten (10) work days from date of Award, excluding date of Award. The losing party shall have the right, if he chooses, within said ten (10) day period, to contest such Award by filing proper court or legal proceedings to set such Award aside, but, if the losing party does not do so within such ten (10) day period, then the Union shall have the right to enforce the Award by resort to economic recourse against the non-complying Employer. If the losing Employer contests the Award within the above-stated ten (10) day period by filing a court or legal proceeding to set the Award aside, the Union shall not have the right to resort to economic recourse to enforce the Award.

ARTICLE 13-B
GRIEVANCE AND ARBITRATION PROCEDURE
Non-Association Members

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

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

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

If not resolved, the grievance shall be reduced to writing and submitted to the Local Union Representative, who shall within five (5) working days meet with the authorized job site representative.

4. If not resolved at step three, the authorized representative of the Kentucky Laborers' District Council shall within seven (7) working days meet with the authorized representative of the Employer.

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

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

The order of elimination shall be determined by lc and thereafter shall in that order alternately elimi nate one name until only one (1) remains. The fift or remaining person named shall thereupon be ac cepted by both the Employer and the Union as th Arbitrator. A decision of the Joint Arbitration Con mittee or the Arbitrator shall be final and binding ar shall promptly be complied with by all parties. Tl compensation of the Arbitrator and other costs of a bitration, shall be borne equally by the Employer ar the Union.

ARTICLE 14
Safe Operation of Equipment and Ice Water

(A) The Contractor agrees that employees will not be

quired to operate unsafe equipment. Employer will be the sole judge of whether or not equipment is safe or unsafe.

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

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

ARTICLE 15
Wages

All wage and fringe benefit rates covered by this ,greement shall be attached hereto and become a part ereof. On all projects, exclusive of building construc- on, let for bid by the Kentucky Transportation Cabinet, s departments or successors on and after July 1, 1983, e contract wage rate and fringe benefit rates to be ap- ied to the project shall be the contract wage rate and

fringe benefit rates in effect on the date of the bid opening, and the contract wage rate and fringe benefit rates in effect on the date of the bid opening shall continue **for no more than two (2) years, with the exception of Health and Welfare benefit rates which shall be paid on the anniversary date as negotiated in the agreement. If the project continues two (2) years past the date of the bid opening, the current wages and all fringe benefits will become effective immediately. If any Employer signatory to this Agreement, negotiates an agreement or agreement of understanding after June 15, 1999, (with the exception of the Operating Engineers Local 181 that gives less than the one year time frame on Health and Welfare fringe benefits, and or less than two (2) years on wages and all fringe benefits, then the same shall apply to all laborers employed by said Employer.** The parties agree that the language contained in this Article of this Agreement does not restrict the right of the Union to engage in a strike and/or picketing, nor the right of an Employer to exercise any rights otherwise available to it, in the event terms of a new Collective Bargaining Agreement are not agreed to by the expiration date of the Agreement.

On all work let after **July 1, 1999** which heretofore had been covered by the Kentucky prevailing wage statutes, but which are now excluded because of Legislation enacted by the 1982 Kentucky Legislature, the wage rate for each job classification shall be eighty percent (80%) of the scheduled hourly wage rate contained in this Agreement (Fringe Benefits are not reduced.)

The above mentioned eighty percent (80%) shall also apply to the clearing, grading paving, and construction

streets, highways, sanitary and storm sewers water lines, gas lines and transmission lines in residential subdivisions and housing projects when let as a separate contract. (Fringe Benefits are not reduced.)

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

ARTICLE 16
Nullification

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

ARTICLE 17
Savings Clause

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

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

ARTICLE 18
Pay Day

Employees shall be paid during the regular working hours of the payday as regularly established by each Employer. When an employee is discharged, the Employer shall be required to either (1) make immediate payment to the discharged employee for the employee's services up to the time of such discharge, or (2) mail a check for full payment of such services, on the date of such discharge to the Employee's address of record - either of which will be in compliance with this Article. Also, upon discharge, the employer shall furnish the employee with a discharge slip (form to be provided by the Union).

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

ARTICLE 19
Reporting Time

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

If any employee is not so notified as set forth above, or if an employee is directed to report to work and is not

put to work, he will receive two (2) hours reporting time, unless prevented from working by inclement weather or for reasons beyond the control of the Employer.

ARTICLE 20
Fringe Benefits

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

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

On July 1, 2000, the Anniversary date of this Agreement and on any subsequent Anniversary date, the Employer agrees that if the Union so desires they may change the Fringe Benefit allocation contained in this Agreement provided they do so by sixty (60) day written notice to the Employer prior the Anniversary date. Employees working under this Agreement may, in writing, designate that Health and Welfare and/or Pension Contributions be sent to the home fund of the employee. (Money follows the man.)

ARTICLE 21
Operation of Equipment

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

ARTICLE 22
Check-Off

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

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

Violations of the dues check-off clause of this Agreement are specifically exempted from the application of the grievance and arbitration procedure. If the Employer violates the provisions of the dues check-off clause of this Agreement, the Union without violation of the Agreement, shall be permitted to strike the Employer to remedy such violation, provided the Employer be given a certified written notice by the Union of its violations and be further allowed a period of five (5) working days thereafter to correct such violations. The Union also reserves the right to bring legal action against the Employer for violations of the dues check-off provision of this Agreement.

ARTICLE 23
No Strikes or Lockouts

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

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

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

ARTICLE 24
Non-Discrimination

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

ARTICLE 25
Notifications

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

ARTICLE 26
Lunch Period

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

ARTICLE 27
INDUSTRY FUND

During the term of this Agreement and commencing with the effective date hereof, each Employer signatory to this Agreement shall pay to the KENTUCKY AFL-CIO HEAVY AND HIGHWAY CONTRACTORS INDUSTRY FUND one cent ($.01) for each hour worked by each of their employees in the bargaining units covered by this Agreement. Payment shall be made on the forms and in the manner prescribed by the KENTUCKY AFL-CIO HEAVY AND HIGHWAY CONTRACTORS INDUSTRY FUND and KENTUCKY AFL-CIO HEAVY AND HIGHWAY CONTRACTORS INDUSTRY FUND shall have the authority to collect funds due and owing from a delin-

quent Employer. With each payment due and owing hereunder, the Employer shall submit to the KENTUCKY AFL-CIO HEAVY AND HIGHWAY CONTRACTORS INDUSTRY FUND a detailed specification of all hours worked by its employees under this Agreement since its last full payment under this Article.

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

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

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

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

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

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

ARTICLE 28
Laborers-Employer Cooperation And Education Trust

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

The Employer shall contribute to the Laborers - Employers Cooperative Educational Trust ("LECET") effective as of the effective date of this agreement and for each month thereafter for the term of this agreement, including any extensions or renewals thereof.

The Employer shall contribute to LECET at the rate of Ten Cents ($ .1 0) per hour for each hour or portion of an hour for which each Employee covered by this agreement is entitled to receive pay. The Employer shall submit all contributions to LECET in such manner and at such times and place as LECET shall designate. The Employer shall submit such reports as LECET deems necessary to verify contributions.

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

ACCEPTANCE OF THIS AGREEMENT AND SIGNATURES HERETO

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

This entire Agreement shall be in full force and effect from **July 1, 1999 until June 30, 2004**, and in the event either of the Parties hereto does not notify the other by Certified Mail, Return Receipt Requested, sixty (60) days prior to the expiration date of the **June 30, 2004**, this Contract will automatically renew itself for a period of one (1) year.

EXECUTED THIS **1ST DAY OF JULY, 1999**

KENTUCKY LABORER'S DISTRICT COUNCIL
(Local Unions 189, 561, 576, 1214, 1392, AND 1445)

Randall Gilbert

Randall Gilbert
President, Kentucky Laborers' District Council

Paul W. Raymond

Paul W. Raymond
Secretary/Treasurer-Business Manager
Kentucky Laborers' District Council

AFL-CIO STEERING COMMITTEE OF HIGHWAY CONTRACTORS, INC.

Ronald H. Gray

Ronald Gray

Joe Mims

Joe Mims

G. W. Chandler

G. W. Chandler

CONTRACTORS WHO GAVE AUTHORIZATION

HANSON AGGREGATES MIDWEST
BY: Betsy Hilkey, H. R. Manager

THE HARPER COMPANY
BY: Michael Schayeson, President

SKILTON CONSTRUCTION CORPORATION
BY: Joe G. Mims, Owner

FAULKNER CONSTRUCTION, INC.
BY: Paul A. Faulkner, Chairman

LUTGRING BROS., INC.
BY: Daniel P. Lutgring, President

MATSUDA, INC.
BY: G.W. Chandler, President

LABORERS' LOCAL UNIONS OF KENTUCKY

AFFILIATED LOCAL UNIONS OF KENTUCKY LABORERS' DISTRICT COUNCIL

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

CHARTERED BY

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

***Local No. 189**, Shelby Miller, Business-Manager, 2631 Wilhite Drive,Lexington, Kentucky 40503 Phone 606-278-0189.

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

***Local No. 561**, Larry Tabor, Business-Manager, 315 Taylor Avenue, Evansville, Indiana 47713, Phone 812-425-3191.

Counties: *Crittenden, Henderson, Union and Webster*

***Local No. 576**, Wayne Shipp, Business-Manager, 640 Phillips Lane, Louisville, Kentucky 40209, Phone: 502 375-0581

Counties: Adair, Anderson, Bell, Bullitt, Carroll Casey, Clinton, Cumberland, Green, Hardin, Hart, Henry

Jefferson, Knox, Larue, Laurel, Lincoln, Marion, McCreary, Meade, Metcalfe, Monroe, Nelson, Oldham, Pulaski, Rockcastle, Russell, Spencer, Taylor, Trimble, Washington, Wayne, Whitley and Shelby.

***Local No. 1214**, Donnie Hannon, Business-Manager, P.O. Box 761, Paducah, Kentucky 42001. Phone: 502-442-3434.

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

***Local No. 1392**, Jerry Payne, Business-Manager, 827 Old Hartford Rd., Owensboro, Kentucky 42303. Phone: 502-683-6353.

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

***Local No. 1445**, James Blevins, Business-Manager, P.O. Box 438, Catlettsburg, Kentucky 41129. Phone: 606-739-5131.

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

APPENDIX NO. 1
LABORERS' HEAVY AND HIGHWAY CONTRACT

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

LOCAL COUNTIES

Local No. 189 Bath, Bourbon, Boyle, Bracken, Breathitt, Clark, Clay, Estill, Fayette, Franklin, Gallatin, Garrard, Grant, Harlan, Harrison, Jackson, Jessamine, Lee, Leslie, Letcher, Madison, Mason, Menifee, Mercer, Montgomery, Nicholas, Owen, Owsley, Pendleton, Perry, Powell, Robertson, Scott, Wolfe and Woodford.

Local No. 561 Crittenden, Henderson, Union and Webster.

Local No. 576 Adair, Anderson, Bell, Bullitt, Carroll, Casey, Clinton, Cumberland, Green, Hardin, Hart, Henry, Jefferson, Knox, Larue, Laurel, Lincoln, Marion, McCreary, Meade, Metcalfe, Monroe, Nelson, Oldham, Pulaski, Rockcastle, Russell, Spencer, Taylor, Trimble Washington, Wayne, Whitley and Shelby.

Local No. 1214 Ballard, Callaway, Carlisle, Fulton Graves, Hickman, Livingston, Lyon, Marshall and McCracken.

Local No. 1392 Allen, Barren, Breckinridge, Butler Caldwell, Christian, (all of Fort Campbell), Daviess

Edmonson, Grayson, Hancock, Hopkins, Logan,McLean, Muhlenberg, Ohio, Simpson, Todd, Trigg and Warren.

Local No. 1445 Boyd, Carter, Elliott, Fleming, Floyd, Greenup, Johnson, Knott, Lawrence, Lewis, Magoffin, Martin, Morgan, Pike and Rowan.

APPENDIX NO. 2

LABORERS' WAGE RATES - HEAVY AND HIGHWAY CONSTRUCTION

GROUP 1

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

GROUP 2

Batter board men (sanitary and storm sewer); Brickmason tenders; mortar mixer operator; burner and welder; bushammers; chain saw operator; concrete saw operators; deckhand scow man; dry cement handlers; environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C; forklift operators for masonary; form setters; green concrete cutting; hand operated grouter and grinder machine operator; jack hammers; lead paint abatement; pavement breakers; paving joint machine; pipe layers - laser operators (non-metallic); plastic pipe fusion;

power driven Georgia buggy and wheel barrow; power post hole diggers ; precast manhole setters; walk-behind tampers; walk-behind trenchers; sand blasters; concrete chippers; surface grinders; vibrator operators; wagon drillers.

GROUP 3

Air track driller (all types); asphalt luteman and rakers; gunnite nozzleman; gunnite operators and mixers; grout pump operator; powderman and blaster; side rail setters; rail paved ditches; screw operators; tunnel laborers (free air), and water blasters.

GROUP 4

Caisson workers (free air); cement finishers; environmental laborer -nuclear, radiation, toxic and hazardous waste - Levels A and B; miners and drillers (free air); tunnel blasters; and tunnel muckers (free air).

APPENDIX NO. 2 Continued

LABORERS' WAGE RATES - HEAVY AND HIGHWAY CONSTRUCTION

	7/1/99-6/30/00	7/1/00-6/30/01	7/1/01-6/30/02	7/1/02-6/30/03	7/1/03-6/30/04
H & W -	$2.45	$2.75	$3.05	$3.05	$3.05
Pension-	2.20	2.40	2.65	2.95	3.25
Education-	.28	.28	.28	.28	.28
KY LECET-	.10	.10	.10	.10	.10
Tri Fund Reg.LECET-	.10	.10	.10	.10	.10
Group 1	$15.35	$15.88	$16.41	$17.24	$18.13
Group 2	15.60	16.13	16.66	17.49	18.38
Group 3	15.65	16.18	16.71	17.54	18.43
Group 4	16.25	16.78	17.31	18.14	19.03
Labor Foreman	15.85	16.38	16.91	17.74	18.63
General Foreman	16.05	16.58	17.11	17.94	18.83

FOREMAN - (May be a member of Laborers' Union.)

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

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

APPENDIX NO. 3
LABORERS' WELFARE CLAUSE

Effective **July 1, 1999** the Employer agrees to pay the appropriate sum as set forth in Appendix 1 for each hour worked, whether at regular or overtime rates, by all employees coming under this Collective Bargaining Agreement, to the Kentucky Laborers' District Council Health and Welfare Trust Fund (hereinafter referred to as the "Welfare Fund"). The exception being work performed in Kentucky Counties of Crittenden, Webster, Union and Henderson, for which contributions will be paid to the State of Indiana District Council Welfare Fund.

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

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

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

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

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

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

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

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

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

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

LABORERS' NATIONAL PENSION FUND

The Employer and the Union agree as follows:

1. **(a)** Commencing with the **first day of July, 1999**, and for the duration of the current Collective Bargaining Agreement between the said parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Laborers' National Pension Fund for each employee covered by the said Collective Bargaining Agreement, as follows;

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

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

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

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

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

3. If an Employer fails to make contributions to the Pension Fund within twenty (20) days after the date required by the Trustees of the Pension Fund, the Union shall have the right to take whatever steps are necessary to secure compliance with this Article, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all reasonable costs for collecting the payments due together with any reasonable attorneys fees and such reasonable liquidated

damages which may be assessed by the Trustees and the Employer's liability for payment hereunder shall not be subject to the grievance procedure or arbitration provided under the Collective Bargaining Agreement.

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

5. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is **June 30, 2004**. Any copies of renewal or extension agreements will be furnished promptly to the said Pension Fund Office, and if not consistent with the Participation Agreement, can be used by the Trustees as the basis for termination of participation of the Employer.

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

7. For all work performed in the Kentucky Counties of Crittenden, Webster, Union and Henderson, the Employer agrees to pay, commencing **July 1, 1999**, the appropriate sum set forth for each hour worked, whether at regular or overtime rates, for all employees covered under this Agreement, to the State of Indiana District Council Pension Fund.

EDUCATIONAL TRUST FUND

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

Section 2. Effective **July 1, 1999,** the Employer agrees to pay into the Kentucky Laborer's Educational Trust Fund the appropriate sum as listed in Appendix 2 for each hour worked by Employees covered by this Agreement. Payments shall be made in accordance with the rules and regulations adopted by the Trustees of said Trust Fund.

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

ACCEPTANCE OF AGREEMENT

The undersigned Contractor acknowledges receipt of the Agreement expiring **June 30, 2004** and entered into between the Heavy and Highway Contractors and/or Associations, and the Kentucky Laborers' District Council for and on behalf of its affiliated Local Unions chartered by Laborers' International Union of North America, AFL-CIO.

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

Please **COMPLETE** and **PRINT** the following information:

CONTRACTOR: _____

ADDRESS: _____

BY: _____

DATE: _____

Return one (1) copy to:

Paul W. Raymond, Secretary/Treasurer-Business Manager
Kentucky Laborers District Council
1994 By Pass South
Lawrenceburg, Kentucky 40342

NOTES

LABORERS' INTERNATIONAL UNION of North America

HONOR · STRENGTH · JUSTICE

Organized April 13, 1903