

AGREEMENT

between

**NORTHWEST INDIANA
CONTRACTORS ASSOCIATION**

and

**TECHNICAL ENGINEERING
DIVISION**

LOCAL UNION 130, U.A.

June 1, 2020 through May 31, 2025

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ARTICLE I Recognition

SECTION 1.1. Parties to the Agreement. This Agreement is entered into as of June 1, 2020 between the Northwest Indiana Contractors Association, Inc. (referred to herein as N.W.I.C.A.) solely for and on behalf of each of their individual members who are hereafter collectively referred to as “Employer” or “Employers” and the Technical Engineering Division, Local Union 130, U.A. AFL-CIO which is composed of competent layout technicians, instrument personnel, rod personnel, apprentices and trainees hereafter collectively referred to as “Union”.

SECTION 1.2. The Recognition Clause. The Employers represented by N.W.I.C.A. recognize the Union as the exclusive collective bargaining agent for all of their employees who perform constructional layout and related tasks falling under Appendix “A” of this Agreement for which the Union has been chartered by the United Association within a territorial jurisdiction of Lake, Porter, La Porte, Newton, and Jasper Counties in the State of Indiana and wherever else the Union has territorial jurisdiction. The Union recognizes N.W.I.C.A. as the exclusive bargaining agents of its individual member Employers with respect to their Employees.

The terms and conditions of this Section 1.2 notwithstanding, Employers signatory to this Agreement shall not be automatically bound to any Agreement existing or to be negotiated by Local 130 U.A. Technical Engineer Division and the Michiana Builders Association. However, should Local 130 reach an Agreement establishing a wage rate covering Pulaski, St. Joseph, and Starke Counties with the Michiana Builders Association, the parties shall meet and bargain in good faith over the application of the Collective Bargaining Agreement to the Employers future work.

It is understood and agreed that the foregoing Paragraphs of this Section shall not be construed as limiting the scope of bargaining unit work and that employees covered by this Agreement shall perform all work covered by the Articles of Jurisdiction of the Technical Engineering Division Local Union 130, U.A., included in Appendix A, which comes within the work jurisdiction for which the Union has been chartered by the United Association.

SECTION 1.3. Union Shop. The Collective Bargaining Agreement will be re-opened for the limited purposes of the (“UNION shop” provision) and the former Article 1.3, now deleted, will be reinstated as agreed upon by the parties if the Indiana Right to Work Act is repealed or declared invalid. Employer agrees to report to the Union of all new hires who will perform work under this Agreement after June 1, 2013.

SECTION 1.4. Subcontracting. No employees covered by this Agreement shall subcontract or accept a lump sum payment (lump) for the performance of any work under the jurisdiction of the Union. Parties violating this Section shall be penalized by their respective organizations through the Joint Arbitration Board. The Employers agree not to sublet, lump or contract for labor any work which comes under the jurisdiction of the Union with any member of the Union. Such subletting, lumping or contracting shall be considered a violation of this Agreement and summarily dealt with in accordance with the grievance procedures of this Agreement. Nothing herein prohibits subcontracting work to MBE, WBE, and DBE as long as the provision of this Agreement are binding upon and applicable to all work performed by said entities.

If an Employer, bound by this Agreement, contracts or subcontracts any work covered by this Agreement to be done at the jobsite of the construction, alteration or repair of a building, structure or other work, as described in Appendix A of this Agreement, to any other person or proprietor who is not signatory to this Agreement, the Employer shall require such subcontractor to be bound by all provisions of this Agreement, or the Employer shall maintain daily records of the subcontractor's or the subcontractor's employees jobsite hours and be liable for payment to the Pension Fund–Technical Engineering Division, Local 130, U.A., the Plumbers' Retirement Savings Fund, Local 130 U.A., the *Plumbers' Welfare Fund, Local 130, U.A., the Trust Fund for Education, Technical Engineering Division, Local 130, U.A., Union Dues Deductions and the Political Action Fund Check-off as provided for in Appendix B of this Agreement. These provisions shall not apply to any Employer who subcontracts to another signatory Employer. Nothing in the Article shall make the Employer liable or responsible for any signatory subcontractor's payment of wages or fringe benefit contributions.

SECTION 1.5. Moonlighting. No employee shall be permitted to work for himself or work after hours or on Saturday, Sunday or Holidays as a self-employed Employer or work for another Employer as a subcontractor. First time violators may be summoned before the Union Executive Board in accordance with the procedures of the United Association Constitution. However, a trial shall be set for repeat offenders. Discharge from employment for repeat offenders will not be construed as a violation of this Agreement.

SECTION 1.6. Access to Premises. Duly authorized representatives of the Union or of the Joint Arbitration Board shall, for cause, be allowed to visit any job and/or any Employer's place of business during working hours to interview the Employer or the Employer's duly authorized representative, or the men in his employ, to determine compliance with the Agreement. Further, it is agreed that job site visits by a union representative are without restrictions but that visits to the shop shall be by appointment if that is the Employer's policy.

The Business Representative shall be authorized to visit any job to enforce the provisions of this Agreement. The Business Representative agrees that while at the site of construction, he will comply with all applicable health and safety rules and regulations and will take no action which could jeopardize the health and safety of others working at the site of construction

It is agreed that any visits to any job and/or any Employer's place of business by duly authorized representative of the Union (including Business Representatives) or of the Joint Arbitration Board shall not unnecessarily interfere with the progress of the work being performed at the location of said visits.

Duly authorized representatives of the Fringe Benefit Funds shall be permitted to inspect or audit a furnished copy of all relevant books and records of the Employer which pertain or relate to the Employer's compliance with this Agreement. Such records which shall be available for inspection, audit or copying include but are not limited to payroll and time records, time books, payroll tax returns, and documents related to worker's compensation, public liability and unemployment insurance coverage and all other records required by law. It is understood and agreed that such visit, inspection or audit shall in no way hinder the progress of the work being performed and that all information obtained thereby is confidential and for the exclusive use of arbitration or litigation to enforce the audit.

SECTION 1.7. Exclusivity. This Agreement shall be the sole Agreement for the work set forth herein for the territories covered by this Agreement. Should more favorable terms and conditions or Addendums be extended to an Employer by the Union then all such terms and conditions or Addendums shall be considered to be available to all Employers signatory to this Agreement. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all members of this Union performing jurisdictional work in the job classifications listed in Appendix A of this Agreement.

ARTICLE II Strikes and Lockouts

SECTION 2.1 Lockouts. The Employer agrees that there shall be no lockout of employees during the term of this Agreement.

SECTION 2.2. Employee Job Action. The Union agrees that there shall be no strikes or abandonment of work over any matter which is subject to arbitration, provided, however, that the Union may withdraw its members from the employ of, picket and/or use other lawful economic means against any Employer by reason of the Employer's non-payment of wages, deductions or contributions or the Employer's failure to obtain, maintain in full force and effect and keep on file with the Union the requisite bond or letter of credit and workers' compensation insurance as more fully provided under this Agreement.

ARTICLE III Dispute Resolution

SECTION 3.1. Grievance Arbitration. Disagreements or disputes arising under or which involve interpretations of this Agreement shall be processed and settled by arbitration in the manner set forth in this Article, including, but not limited to disagreements or disputes over the validity, enforceability, or scope of the arbitration provisions of the Agreement.

SECTION 3.2. Joint Arbitration Board. The parties hereto agree that all arbitrable disputes arising between them shall be submitted to a Joint Arbitration Board also referred to herein as the Board. The Joint Arbitration Board shall be comprised of ten (10) members, consisting of five (5) members appointed by N.W. I. C. A. and five (5) members appointed by the Union. The intent of this Section is to have at all times and without exception only an equal number of Union and Association representatives deciding any questions or issues.

The duties of the Joint Arbitration Board shall be to decide on all cases as presented and in conformity with the Sections contained in this Agreement. In the event of a deadlock by the Board, whereby a decision cannot be rendered, the case will be assigned to an arbitrator mutually agreeable to the Board members.

The Joint Arbitration Board shall only meet when there are grievances to be heard and shall not meet more often than once a month unless Board members agree to meet more often. The reasonable and necessary expenses and costs incurred by the Joint Arbitration Board in performing its functions under this Agreement as authorized by the Union, the Fringe Benefit Funds, and Industry Fund Contributors who are entitled to payments or contributions under this Agreement, shall be paid by them in proportion to their interests out of the sums collected as liquidated damages pursuant to Article IX, Section 9.8 hereof,

to the extent that such sums are available: otherwise such expenses and costs shall be borne and paid for by the parties thereto.

Within a period of thirty (30) days' time after the execution of this Agreement, the Joint Arbitration Board shall meet, organize, elect a Chairman, Secretary and Treasurer, and transact any business that may properly come before the Joint Arbitration Board.

SECTION 3.3. Audits. In the event that an audit by the accountants for the Union and/or the Fringe Benefit Funds to which the Employer is required to make contributions under this Agreement discloses an alleged underpayment of wages, deductions or contributions required by this Agreement, the Employer shall have ten (10) days after written notification to the Employer by the accountants of such alleged underpayment to pay such delinquencies and any interest and/or liquidated damages due with respect thereto in accordance with Article IX, Section 9.8 hereof, or if the Employer disagrees with the audit or any part thereof, to arrange to meet with the accountants within said ten (10) day period to discuss the area(s) of disagreement and present relevant records in support of his position(s). If the Employer fails to make the payments shown in the audit, fails to meet with the accountants and produce said records or if the disagreement(s) is not resolved, the matter will be referred by the accountants to the attorneys for the Union and/or the funds. The attorneys shall attempt to resolve the matter by requesting in writing that the Employer meet with them within (10) days. If the Employer fails with (10) days of such request to pay such delinquencies and interest and/or damages due in accordance with Article IX, Section 9.8 of the Agreement, to arrange such meeting or fails to appear at such meeting and produce relevant records or if the matter is not resolved at such meeting, the attorneys will notify the Secretary of the Joint Arbitration Board of the existence of a dispute under this Agreement. No records or other evidence, including witnesses, which the Employer has not produced for the accountants or the attorneys will be considered by the Joint Arbitration Board at any hearing before it with regard to such dispute, nor will the Board's proceedings be delayed by the Employer's production of such other or additional records or evidence.

Action will be brought before the Joint Arbitration Board by the Union or Employer when any audit reveals that any person who performs jurisdictional work has not been paid the prevailing rate and fringe benefits.

The Fringe Benefit Fund Trustees will review uncontested audits for underpayment of wages, and inform the Joint Arbitration Board of each violation, which will be prosecuted by the Union.

SECTION 3.4. Other Contract Violations. In the event of an alleged contract violation other than one which is subject to Section 3.3. of this Article, immediately above, a Business Representative or other representative designated by the Union will notify the Employer of such alleged violation and attempt to resolve the matter informally. If the matter is not resolved or if the Employer refuses to meet in a reasonable and timely fashion with the Union's Representative to resolve the matter, said representative shall notify the Secretary of the Joint Arbitration Board in writing of the existence of a dispute.

SECTION 3.5. Hearing. After receipt of a notice of dispute under Section 3.3 or 3.4, above, of this Article, the Secretary of the Joint Arbitration Board shall send the Employer written notice of the date, time and place of a hearing before the Board with respect to the dispute, together with a copy of the written notice of the dispute. Any such hearing date shall be at least fourteen

(14) working days after the Employer receives said written notice. Upon request of the Employer, the Chairman may continue the hearing date to a subsequent date if a quorum of the Board is present (as defined herein). The Board members present at the hearing shall hear the evidence in the case and shall render a decision by a majority vote (as defined herein) which it will issue in writing over the signature of the chairman and Secretary of the Board. Said decision shall be final and binding on the parties to this Agreement. The Secretary of the Board will make or direct the making of the official minutes or transcription of the hearing. No other recording of the hearing is permitted. The party filing the grievance and all witnesses supporting the grievance must appear at the hearing. The Employer and/or its representative must also appear at the hearing. If the Employer is unable to so appear at the date, time and place set forth in the notification of hearing, he shall promptly notify the Board's Secretary in writing of the reasons therefor and request a postponement. Such request for postponement must be received by the Secretary no later than the end of business of the seventh day before the scheduled hearing. Any request for a postponement will be granted only for good and sufficient reasons. No Employer or the Union will be granted more than one (1) postponement in the same case. If the party filing the grievance or the Employer fails to appear at a scheduled hearing or at a hearing postponed to a later date, the Board members shall hear the case at the appointed time notwithstanding the grievant's and/or the Employer's failure to appear and shall decide the case upon the evidence before it in the same manner as set forth hereinabove, which decision shall be final and binding on the parties to this Agreement.

SECTION 3.6. Powers of the Joint Arbitration Board. The Joint Arbitration Board shall have full power to summon Employers covered by this Agreement against whom charges of violations have been preferred and to summon Employers covered by this Agreement and any members and/or representatives of the Union to testify in any manner before the Joint Arbitration Board. Such summons shall be served by registered or certified mail by the Secretary of the Joint Arbitration Board before which such dispute is pending. Such summons may compel the production of any document or the testimony of any witness which the Joint Arbitration Board deems relevant to the resolution of the case. Failure of the Employer and/or Union members and/or Union representatives to respond when so summoned, except for valid reason, shall subject them to the payment of any cost incurred by the Joint Arbitration Board in connection with such failure to respond. Any non-contractor member called to testify before the Joint Arbitration Board shall be paid eight (8) hours pay at the current wage rate by the party requesting his testimony.

A quorum of the Joint Arbitration Board shall consist of at least three (3) Board members appointed by N.W.I.C.A. and at least (3) Board members appointed by the Union. The Board shall not take any action without the presence of a quorum. Decisions of the Joint Arbitration Board shall be by a majority vote which shall consist of fifty percent (50%) plus one (1) of those members of the Joint Arbitration Board present and voting.

SECTION 3.7. Indemnification of the Joint Arbitration Board. The parties hereto agree that the members of the Joint Arbitration Board representing either or both of them in proceedings before such Joint Arbitration Board under the provisions of this Agreement shall be indemnified as Joint Arbitration Board members against judgment, court costs and attorney's fees incurred and/or paid by the Joint Arbitration Board members in defending any suit or legal proceeding brought against the Joint Arbitration Board members in their respective capacity to enforce any liability or alleged liability on account of any loss, claim or damage which, if established against the Joint

Arbitration Board members, shall constitute a valid and collectible loss sustained by either appropriate party under the terms of this Agreement.

In the event of any other suit or action against a member or members of the Joint Arbitration Board for or on account of an act performed pursuant to the authority provided for in this Agreement, the Joint Arbitration Board may draw upon funds which are in its hands or under its control subject to such rules and provisions as the Joint Arbitration board may establish relating to the disposition of such funds.

In consideration of such indemnity, the Joint Arbitration Board members shall promptly give notice to the Joint Arbitration Board, and the Union and N.W.I.C.A. of the institution of any such suit or legal proceeding. At the request of the Union or N.W.I.C.A., the Joint Arbitration Board members shall furnish copies of all pleadings and other papers therein, and at the election of either the Union or N.W.I.C.A. shall permit either or both to conduct the defense of such suit or legal proceedings in the name of the Joint Arbitration Board by and through attorneys of their own selection. In the event of such election the named Joint Arbitration Board member or members shall give all reasonable information and assistance other than pecuniary which shall be deemed necessary to the proper defense of suit or legal proceeding.

Joint Arbitration Board members found guilty of fraudulent or illegal conduct shall not be indemnified under this Section.

ARTICLE IV Working Conditions

SECTION 4.1. General Policy. The Employers agree to make all reasonable provisions for the safety and health of their employees during the hours of their employment. The Union agrees to promote in every way possible the realization of the responsibility of the individual employee with regard to preventing accidents to himself and to his fellow employees during the hours of their employment.

SECTION 4.2. Reporting Accidents. It shall be the duty of the employee in charge to report personally to both the Union and the Employer accidents involving lost time which may occur on the job where they are employed.

SECTION 4.3. Employer Insurance. Employers shall carry sufficient Workers Compensation, general liability and unemployment insurance. The Employer shall provide the Union with a copy of the insurance certificates or such other proof that it has obtained and maintains in full force and effect such insurance coverage.

SECTION 4.4. Unsafe Working Conditions. Employees covered by this Agreement shall not work under any of the following conditions:

1. Where the equipment, tools, ladders and/or job conditions are judged to be unsafe by the Building Trades Safety Committee.
2. For any Employer who does not carry a bond or meet the other obligations as provided for in Section 6.8 of this Agreement and have sufficient Worker's Compensation Insurance and State Unemployment Insurance.

3. On any job not in conformity with the safety standards promulgated pursuant to the Occupational Safety and Health Act.

SECTION 4.5. Section 4.5 has been intentionally left blank

SECTION 4.6. Section 4.6 has been intentionally left blank

SECTION 4.7. Non-Discrimination Policy. Each Employer bound under the terms of this Agreement shall promulgate and enforce policies forbidding any sexual harassment or discrimination based on race, color, religion, creed, sex, national origin, age, marital status, disability or unfavorable discharge from military service.

SECTION 4.8. Staffing. Employers shall provide for the safety and health of their employees. Employers shall give special attention to those cases when a member of Local Union 130 has been assigned to work alone. Those considerations are as follows, but are not limited to: means to communicate; contingency plan for non-communications; special safety equipment required.

The Union agrees to supply skilled men to the extent that they are available, to all Employers with whom it has Agreements governing wages and working conditions. When employment opportunities exist within the industry, the Union will refer individuals only to Employers with whom the Union has signed Agreements.

SECTION 4.9. Training Program. On work covered by this Agreement, the Employer agrees to pay into the Trust Fund for Education, Technical Engineering Division, Local 130, U.A. the amount in cents per hour as shown in Appendix B. Payment shall be made on the dates, in the manner, form and in accordance with the rules and regulations as adopted by the Trustees of the herein mentioned Trust Fund for Education.

The Employer agrees to be bound by the Agreement and the Trust Agreement effective June 1, 1992, establishing the Trust Fund for Education, Technical Engineering Division, Local 130, U.A. and Participating Employers and by any amendments to said Trust Agreement.

The Trust Fund for Education, Technical Engineering Division, Local 130, U.A. shall be administered in accordance with all provisions of applicable law.

SECTION 4.10. Management Personnel and Management Trainees.

- a. The Union recognizes that surveying instruments may be used by management, administrative, and supervisory personnel providing it is within the scope of the Fair Labor Standards Act, but shall not constitute a substitution for a member of this bargaining unit.
- b. A management trainee is defined as an employee who, because of education, background, leadership ability or special talents, is accepted into a company management development program, one phase of which is line and grade work. Upon receipt of a written outline and evidence of said program, the Union agrees that it will not interfere with the customs and practices in these categories of the building construction industry. The Employer agrees that a

management trainee's duties will require that a substantial majority of his time, determined on a monthly basis, will be devoted to duties other than line and grade work, which work shall constitute only an incidental part of his training, and further agrees that not more than a reasonable number of trainees will engage in work of the character covered by this Agreement on any job site. The term "job site" means a single building and does not include a group of buildings being constructed independently even though covered by a single contract. Before starting work, each trainee who will engage in any line and grade work shall obtain from the Union, at the Union's sole discretion, a Temporary Working Card, issued on a monthly basis at no charge to the trainee or his Employer.

- c. A college student working as a management trainee during any school break periods, upon request from the Employer in writing, to the Business Manager will be given credentials, at the Union's sole discretion, not to exceed ninety (90) days.
- d. It is mutually agreed by the parties to this Agreement that none of the employees supervising line and grade work and classified as Project Engineers shall be included in the bargaining unit if, because of the supervisory work performed by them, they are working as licensed professionals as that term is defined under the Fair Labor Standards Act or the rules and regulations promulgated thereunder, however, membership in said Local Union shall be available to said parties on a non-discriminatory basis. It is also understood that the use of supervisory personnel, in a licensed capacity, shall not replace any member of the bargaining unit on the job site or supersede any other clause in this Agreement.

SECTION 4.11. Technical Engineer Trainee –

TT1, TT2. Upon written approval of the Union Business Manager, the Employer may hire on a temporary trial basis a Technical Engineer Trainee for a maximum period of 1 year.

After the Trainee's first six (6) months of employment, the Trainee shall make application to the earliest available class to the Technical Engineer JATC to become a first-year apprentice. The Trainee may apply to an earlier Apprentice class at the Trainee's option. All Trainees shall be required to meet all standards of entrance into the Technical Engineers Local 130 Apprentice Program.

The number of Technical Engineer Trainees in the employ of a signatory employer will be permitted at a rate of one (1) Technical Engineer Trainee per one (1) Apprentice currently employed. At no time can an Apprentice be laid off by an Employer still employing a Technical Engineer Trainee. If an Apprentice is not available, an Employer may hire a Technical Engineer Trainee only if the Union deems that no other qualified members are available or suitable for the position being requested.

0-6 Months – TT1

The wages paid to the Technical Engineer Trainee class (TT1) will be twenty-six percent of the current Building Trades Journeymen Technical Engineers rate at time of hire during months 0-6 of employment. During this six (6) month probationary period there will be no Health and Welfare or

Retirement contributions made on behalf of a TT1. The Employer shall make the journeyman BCRC contribution on a TT1 for each hour worked.

7-12 Months – TT2

Upon completion of probationary TT1 period, Wages and Benefit contributions shall be paid in accordance with Appendix B.

SECTION 4.12. Rule Violators. Any employee having charge of work who is taken out of a shop for violation of Union rules shall be required to remain one (1) working week of forty (40) hours in an advisory capacity if the Employer so desires, the case to be entitled to a hearing as provided in Article III of this Agreement.

SECTION 4.13. OSHA and HAZCOM Training. The Employers wish to have referral of Employees with certificates of completion of HAZCOM and OSHA education courses. The Union shall provide OSHA ten (10) hour training to all of its members. Costs of this training shall be borne by the Trust Fund for Education, Technical Engineers Division Local Union 130, U.A., AFL-CIO.

The Union will inform all members three (3) times yearly that they must be certified in HAZCOM and OSHA. It will not be a violation of this Agreement for any Employer to reject a Union member for employment if he lacks those certifications. Classes in both OSHA and HAZCOM will be offered regularly by the Union.

The Employers will provide the Union with the names of employees who have already been certified so that the certification information can be retained and updated in computerized form.

A referral slip, arrived at from a computerized data base, will reflect certification in these areas.

SECTION 4.14. OSHA and HAZCOM Violations. A written citation will be issued by the Employer to the employee for each violation of OSHA and HAZCOM requirements and a copy will be sent to the Union. An employee can be terminated immediately for willful violations of OSHA and HAZCOM standards.

The offending employee will be summoned before the Union Executive Board upon receiving a third (3rd) citation and appropriate action will be taken. He will also be apprised that upon receipt of a fourth (4th) citation the matter will be turned over to the Joint Arbitration Board for disposition that may result in the employee sharing in the amount of the Employer's fines.

SECTION 4.15. Automobile Not Required. No journeyman shall be required to furnish his automobile or any other conveyance for any purpose other than to transport himself to and from the job.

SECTION 4.16. Section 4.16 has been intentionally left blank

SECTION 4.17. Section 4.17 has been intentionally left blank

SECTION 4.18. Tool Provision. Each employee covered by this Agreement is required to furnish at his sole expense, for his individual use only, the following small hand tools customarily required of a Technical Engineer to perform his duties, including, but not limited to: claw hammer, plumb bob, six

(6) foot engineers rule, 30 foot tape, scribe, torpedo level, tool pouch, and algebraic and trigonometric calculator. Employee shall not own, transport, furnish or rent any power operated tools, machinery, or equipment to be used on any work to be performed by his Employer. No Technical Engineer shall be allowed to carry power operated or major tools or materials belonging to the Employer in the Technical Engineer's personal vehicle with one exception; that exception is that an employee whose personal vehicle is covered by his own automobile insurance policy may voluntarily agree to carry such power operated or major tools or materials. All major tools shall be furnished by Employer. Should an employee voluntarily agree, at the request of his Employer, to carry any power operated or major tools on behalf of his Employer, the Employer shall pay any additional insurance cost necessary to make the employee's existing automobile insurance coverage apply to this business use.

ARTICLE V Hours and Overtime

SECTION 5.1. Work Day and Work Week. Eight (8) hours shall constitute a day's work as follows: 8:00 A.M. to noon and 12:30 to 4:30 P.M. on Monday, Tuesday, Wednesday, Thursday and Friday making a forty (40) hour week straight time. With the notification to the Union, the 8:00 A.M. starting time and 4:30 P.M. quitting time, specified above, may be adjusted by starting no earlier than 6:00 A.M. with an appropriately adjusted earlier quitting time, e.g. 6:00 A.M. to 2:30 P.M. In the case of an earlier adjusted starting time, employees shall be entitled to one-half (1/2) hour lunch break, without pay, no later than five (5) hours after the adjusted starting time. The straight time rate shall apply to all work performed within the adjusted working hours up to a maximum of eight (8) hours per day.

SECTION 5.2. Overtime. In the event of overtime work, as provided in Section 5.1 above, such overtime work shall be performed at the rate of time and one-half if such overtime work occurs during the period from Monday through Saturday; if overtime work occurs on a Sunday or a legal holiday, such overtime work shall be performed at double time.

It is the intention of the parties to this Agreement that offers by Employers of overtime or other benefits for purposes of "pirating" employees covered under this Agreement shall be deemed to be violations of this Agreement and such Employer shall be subject to the sanctions as set forth in Article III, Section 3.6 of this Agreement.

All bargaining unit employee members working under this Agreement that work on jobs that extend into scheduled overtime shall be given preference to work overtime.

SECTION 5.3. Show Up Pay. Any employee covered by this Agreement reporting to work upon order of any Employer who is a party to this Agreement and not put to work for any reason* except fire, accident, other unavoidable cause or failure to dress properly for the type of construction on which such employee will be working, shall receive two (2) hours pay (at the appropriate rate) for the time lost.

**Any employee covered by this Agreement reporting for work upon order of any Employer who is a party to this Agreement and not put to work because of weather conditions, shall receive two (2) hours of pay for the time lost unless he has been previously notified not to report to work. In order to obtain the two (2) hour's pay, the employee must remain on the job for that period of time.*

SECTION 5.4. Holidays. The following days, or the day on which they are legally celebrated, shall be recognized a legal holidays: New Year's Day,

Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. A holiday falling on a Sunday will be celebrated the next day, Monday.

SECTION 5.5. Shift Work. Shifts will not be worked without prior notification to the Union. However, when shift work is performed, it must continue for a period of not less than five (5) consecutive working days. If only two (2) shifts are worked, the second (2nd) shift may be for any designated eight (8) hour period beginning after the conclusion of the first (1st) shift, but the starting time selected for the second (2nd) shift is to remain the same for the duration of the shift period.

The hourly rate of employees on the second (2nd) and third (3rd) shifts shall be fifteen percent (15%) over and above the basic hourly rate.

No interruptions shall occur in shift time except lunch and personal breaks.

ARTICLE VI Wages

SECTION 6.1. Wage Rates and Fringe Benefits. The Employer hereby agrees to employ Technical Engineers at the Union prevailing wage rates and pay the fringe benefit contributions set forth or to be determined in the manner set forth in Appendix B of this Agreement on all hours worked. The rates and contributions set forth therein shall be deemed the standard rates to be strictly adhered to as of the effective dates shown. Nothing set forth in this Agreement shall prevent an Employer, in its sole discretion, from paying any higher wage rates.

SECTION 6.2. Foreman and General foreman Hiring Procedures. The Employer agrees that the first man to be hired from this Union on any project shall be a Layout Technician. At any time that an Employer employs six (6) or more employees covered by this Agreement, one of the previously hired Layout Technicians shall be designated as Layout Technician Foreman*. Each Technical Engineer hired shall perform the work of his classification according to the branches of work classification as described in Appendix A of this Agreement.

**When the fifteenth Technical Engineer is hired on said project, a General Foreman shall be designated by the Employer to supervise 14 or more employees and shall supervise Technical Engineers, Foreman and other employees hired by the Employer.*

SECTION 6.3. Section 6.3 has been intentionally left blank

SECTION 6.4. Pay Day. Employee members of the Union shall be paid once each week, on the job, not later than the quitting time of the regular established pay day of the Employer. In no event may the regular pay day be more than four (4) working days after the day on which the Employer's work-week ends. If the regular pay day should fall on the same day as a legal holiday (as set forth in this Agreement), the employee shall be paid on the workday immediately preceding the legal holiday.

SECTION 6.5. Wage Payment. No member shall accept wage payment in cash, but shall only accept payment by check, either paid directly to employee or by direct deposit to employee's designated bank account so that a full and complete record of wages, withholding taxes, social security, pension and welfare contributions and any other deductions required by this Agreement will be readily available.

Any Employer who fails to have sufficient funds in the bank to cover all paychecks issued to employees will be denied the privilege of paying by the normal

payroll checks, and must pay all future payroll by money order, cashier's check, or certified check only until such time as the Union gives the Employer written notice that it is satisfied that the Employer is financially responsible and, therefore, able to resume payment of payroll by regular check. In the event of an Employer's failure to pay the wages provided for in this Agreement or failure to comply with the terms of this Section 6.5, the Union shall have the right without giving notice to withdraw its members from the employ of, to picket and/or take other lawful economic action against such Employer in order to compel the payment of wages or compliance with this Section 6.5. Such withdrawal of employees, picketing and/or lawful economic action shall not be considered a violation of this Agreement on the part of the Union and shall not be a subject of arbitration.

SECTION 6.6. Union Dues Deduction. The Employer agrees that each payroll period it will deduct the working dues (dues checkoff) and voluntary P.A.C. deductions owed to the Union for said payroll period from the wages of employees who are covered by this Agreement and who have authorized such deductions, by a written authorization which is in accord with applicable law. The Employer shall remit to the Union all deductions along with, contributions to the Pension Funds, Welfare Fund, Education Fund, Safety Fund, and Industry Fund. All such remittances shall be made by single check payable to the L.U. 130 U.A. Contribution Account and shall be submitted with the report of hours devised by the Union showing the allocation of each remittance.

Any authorization for deducting working dues must be in writing and must comply with all applicable Federal and State laws. The Employer shall have no obligation to deduct or remit working dues for an employee, unless and until, the employee provides a signed, written authorization that complies with all applicable Federal and State laws.

The Union shall defend, indemnify and save the Employer harmless from and against any and all claims, demands, lawsuits, and other forms of liability that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any such employee's written authorization. The provisions of this Section shall be interpreted in a manner consistent with applicable Federal and State laws.

SECTION 6.6 (b) Political Action Fund Check-off. Each Employer agrees to deduct the **amount authorized in writing by each individual employee in accordance with Appendix "B"** (or such other uniform amount upon notice from the Local Union and authorization in writing from individual employees) for each hour worked, from the wages of those employees who authorize the deduction of this amount as a political action contribution, by signing a check -off authorization card. This amount shall be transmitted to the Benefit Funds on a weekly or monthly reporting basis and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee. These contributions are voluntary in nature and will be transmitted by the Local Union to an affiliated Political Action Committee.

SECTION 6.7. Pay at Separation. If an employee is to be laid off or discharged, except for cause, he shall be so notified and paid off in full, at least one-half hour before the established quitting time. Should the Employer require the employee to be laid off or discharged to pick-up his check at the office of the Employer, the employee shall be paid two (2) hours at the appropriate hourly rate to pick up his check at the office of the Employer, which shall be in addition to the pay for the hours actually worked by said employee. Should the employee not be paid promptly upon his arrival at the office of the Employer, he shall be paid at the regular appropriate hourly rate of pay for any time in waiting at the office of the Employer,

that is, after two (2) hours after the employee last performed actual work for the Employer. Employees covered by this Agreement, who leave an Employer of their own volition, may wait until the next regular pay day for the current week to collect wages due and their check will be mailed to them if they fail to pick up their check at the Employer's office on said pay day during normal business hours of the Employer. If an employee is discharged for cause, he may be paid immediately upon discharge or he may have his check postmarked and mailed no later than the next business day.

SECTION 6.8. Bond Requirement. Each Employer shall be required to obtain, maintain in full force and effect and keep on file with the Union a bond to secure all wages and fringe benefits in accordance with Appendix "B", required of the Employer by this Agreement pursuant to the following schedule:

Number of Employees	Amount of Bond
0 to 5	\$20,000
6 to 15	\$40,000
16 to 29	\$60,000
Over 30	\$75,000

The Employer's average number of employees covered by this Agreement during the preceding three (3) months shall be used to determine the number of employees for purposes of computing the amount of the bond. If an Employer is required to furnish a larger bond, the Union shall notify the Employer in writing of said matter and the Employer shall provide the larger bond within thirty (30) days after it receives said written notification from the Union.

Each Employer will obtain the bond required by this Section with a minimum rating of B+ according to the Best or Moody rating service from a broker designated by N.W.I.C.A. with agreement from the Union. The rate or cost of the required bond will be determined by such broker, but in no case will the cost be more than that quoted by another broker for a comparable bond. If any bond provided by an Employer does not meet these requirements, the Union shall notify the Employer in writing of said matter and the Employer shall provide a bond that meets these requirements within thirty (30) days after it receives said written notification from the Union.

In lieu of such bond, the Employer may obtain a bank letter of credit to secure such obligations in such forms and on such terms as determined by the Union. This letter of credit shall be held in the Union's possession.

In the event of an Employer's failure to secure the required bond or Letter of Credit, an authorized agent of the Employer must sign an agreement to be jointly and severally liable along with the company for all wages and fringe benefits that become due. In the event of an Employer's failure to comply with the obligations imposed by this Section, the Union shall have the right to withdraw its members from the employ of, to picket and/or to use other lawful economic means against such Employer in order to compel compliance herewith. Such withdrawal of employees, picketing or other lawful economic actions shall not be considered a violation of this Agreement on the part of the Union and shall not be subject to arbitration. In no event will members of the Union be permitted to work for an Employer who does not fulfill the requirements and obligations set forth in this Section.

Further, an Employer who fails to comply with the obligation imposed by this Section shall also be liable to the employees, Union, Trust Funds and other entities, as the case may be, for the payment of liquidated damages in the amount(s) equal to the monetary obligation(s) due and owing them or any of them which the bond or letter of credit required by this Section are designed to secure. The Joint

Arbitration Board shall have the power to award such liquidated damages in any proceeding before it which involves a violation of this Section, and such liquidated damage's shall be in addition to any and all remedies available for violations of any other provision of this Agreement or under any laws of the state of Indiana or the United States.

SECTION 6.9. Wage Rate. Any employee, covered by this Agreement, shall receive the wage rate and benefits contained in Appendix B.

SECTION 6.10. Retirement Savings Fund, 401(K) Plan. Effective August 1, 2014, all references in the Agreement to the 401(K) Plan shall be deemed to be deleted.

SECTION 6.11. Retirement Savings Fund (Pension Defined Contribution Plan). Effective as of the dates set forth in Appendix B, each Employer will contribute the sum per hour set forth or to be determined in the manner set forth in Appendix B for each hour worked by and on behalf of each employee covered by this Agreement to the Plumbers' Retirement Savings Fund, Local 130, U.A.

ARTICLE VII General Foremen and Foremen

SECTION 7.1. Foreman's Duties. A foreman shall represent his Employer to the limit of authority prescribed and given by his Employer. Within that authority he may perform the following duties as applicable for the orderly and efficient performance of the work, including but not limited to:

1. Supervise and coordinate the work and activity of the men;
2. Plan and schedule the work, including the necessary layout;
3. Coordinate his work with that of other trades in an orderly fashion;
4. Represent the Employer at job meetings and safety meetings and implement results consistent with the Employer's policy;
5. Reassign employees for the best use of their abilities, when necessary;
6. Attempt to resolve grievances at an early stage;
7. Assemble and verify the time sheets in the form prescribed by the Employer;
8. Update as-built drawings;
9. Keep job log and transmit to the Employer at the conclusion of the work;
10. Stress safe working habits, and supplement all activity in Article IV of this Agreement; and
11. Give notice to the Local Union that the project or job has begun.

A foreman may supervise Technical Engineers on more than one project provided it is considered within the job site.

SECTION 7.2. Section 7.2 has been intentionally left blank

ARTICLE VIII Apprentices

APPRENTICES: Shall work under the direction of a Journeyman Technical Engineer with the intent to become acquainted, familiar and competent in all facets of the Industry as laid out in the "Standards of Apprenticeship" sponsored by the Trust Fund for Education, Technical Engineering Division, Local 130, U.A., AFL-CIO.

ARTICLE IX Fringe Benefits

SECTION 9.1. Voluntary Savings Plan Removed

The Voluntary Savings Plan is hereby deemed to be deleted. The Union agrees to indemnify and hold harmless the Employers from any claims or losses incurred in relation to the elimination of the Voluntary Savings Plan during the period of June 1, 2020 through (end of contract)

*Effective February 1, 2010 the Technical Engineers' Health and Welfare Fund, Local 130, U.A. was merged with the Plumbers' Health and Welfare Fund, Local 130 U.A.

SECTION 9.2. Health & Welfare Plan, Pension (Defined Benefit) Plan and Retirement Savings (Defined Contribution) Plan.

Effective of the dates set forth in Appendix B, each Employer will contribute the sums per hour set forth or to be determined in the manner set forth on Appendix B for each hour worked by and on behalf of each employee covered by this Agreement to the Pension Fund-Technical Engineering Division, Local 130, U.A., for each hour so worked to the Plumbers' Welfare Fund, Local 130, U.A. and for each hour so worked to the Plumbers' Retirement Savings Fund, Local 130, U. A. Under the Retirement Plan contributions for first, second and third year apprentices shall be as set forth in Appendix B.

The Welfare Fund contribution for Tech Trainee II, 1st year 1st six month Apprentices, 1st year 2nd six months Apprentices, 2nd year Apprentices, and 3rd year Apprentices will be lowered by \$5.00 per hour less than the then current Journeyman Welfare Fund contribution rate. See Appendix B.

Contributions in themselves are deemed as providing coverage as may be required by the law. Eligibility for coverage is controlled by the Trust and is another matter apart and separate.

SECTION 9.3. BCRC/Drug Testing.

- A. The Union recognizes the right of the Employer to establish a drug testing policy for Employees.
- B. In all situations where an Employer is required to agree to a testing program in order to qualify to be the successful contractor on a project, testing may be required, in accordance with the standards of this program or, if the owner's requirements for successful contractors are more stringent, in accordance with the owner's requirements. No adverse employment action shall be taken against a worker solely because he/she refuse a job assignment that has a substance testing requirement.
- C. (1) N.W.I.C.A., the Union, various other Employer associations, and various other unions are members of the Building and Construction Resource Center, Inc. (hereinafter "BCRC"), a non-profit corporation that was formed to provide services in the construction industry, including, but not limited to, education and referral services concerning alcohol, drug and other substance abuse, which purposes are more fully defined in the Articles of Incorporation and By-Laws of said BCRC.

- (2) Each Employer under this Agreement shall pay to BCRC the amount as specified in Appendix B of this Agreement per hour worked by each of its employees covered by this Agreement. Each Employer is obligated to make such contributions regardless of whether or not such Employer is a member of BCRC.
- (3) Payments required to be made to BCRC shall be deemed to be governed by the provisions of this Agreement pertaining to the collection of Health and Welfare and Pension payments in the same manner.
- (4) The Board of Directors of BCRC will have full audit authority of the Employer's books and records as they pertain to this contribution.
- (5) The employees covered by this Agreement will abide by the provisions of the BCRC substance abuse program and policy.
- D. If during the effective dates of this Agreement, there is an increase in required contributions to the Building and Construction Resource Center Inc. (BCRC), as determined by its respective Board of Directors, the contribution rate will be immediately recognized and paid by the Employer as part of their usual obligations. If any increase is necessary, notification must be received by the Technical Engineers 130 on or before March 1, and will effective the following June 1, of the year received.

SECTION 9.4. Industry CAF.

- A. Each Employer signatory to this Agreement hereby agrees to contribute to the Construction Advancement Foundation of Northwest Indiana (hereinafter CAF), the amount in cents per hour as shown in Appendix B to this Agreement, for each hour worked by the employees covered by this Agreement, it being totally understood and agreed that the enforcement, administration, etc., is solely the responsibility of the Employer, through the CAF in accordance with all Federal and State laws and regulations covering such Trust Funds.
- B. It is expressly understood and agreed that no employee, Employer or Union has any vested or proprietary interest in or right to any sum constituting part of CAF or the funds contributed to CAF.
- C. It is expressly understood and agreed that the Board of Directors of CAF shall have the authority to conduct an audit of the records of any Employer to determine whether such Employer is contributing to CAF in accord with the provision of this Section. It is further understood that, in the event an Employer is determined to be delinquent and/or to have failed to make contributions as required in this article, any legal expenses of the CAF, including attorney fees, court costs and audits expenses incurred in the audit and collection of such delinquent and/or non-contributed funds shall be borne by the Employer. It is further understood that, in the event an Employer is determined to be delinquent and/or to have failed to make contributions as required in this article, any legal expenses of the CAF, including attorney fees, court costs and audits expenses incurred in the audit and collection of such delinquent and/or non-contributed funds shall be borne by the Employer. It is further

understood and agreed that such Employer shall be obligated to pay any delinquent contributions to the CAF with interest charged at the rate of one and one-half percent (1 ½ %) per month.

- D. If during the effective dates of this Agreement, there is an increase in required contributions to the Construction Advancement Foundation, Inc. (CAF), as determined by its respective Board of Directors, the contribution rate will be immediately recognized and paid by the Employer as part of their usual obligations. If any increase is necessary, notification must be received by the Technical Engineers 130 on or before March 1, and will effective the following June 1, of the year received.

SECTION 9.5. Education and Training. Bargaining unit employee members covered by this agreement and directed by their Employers to attend training classes, shall be paid by their Employer for all time in attendance at classes conducted by the Construction Advancement Foundation (CAF).

Bargaining unit employee members who pay an attendance fee to the CAF for the following education training classes shall be reimbursed by the Technical Engineers Local 130 Education Fund: OSHA 10, OSHA 30, 8 hour Confined Space Training, First Aid, CPR, and 8 hour Fall Protection. Bargaining unit employee members must present satisfactory completion of the classes and receipt for payment of the fees by the bargaining unit employee member.

Bargaining unit employee members may be eligible for reimbursement for other training classes offered at the CAF but must obtain approval in advance of attendance and present satisfactory completion of the classes and receipt for payment of the fees by the bargaining unit employee member. Approval for such reimbursement shall require the assent of one (1) Labor Trustee and one (1) Management Trustee of the Technical Engineers Local 130 Education Fund.

All payments made under this Article 9.5 shall be made within fourteen (14) days of receiving the proper documentation.

The Union and the Employers recognize the potential effect of this Article 9.5 upon the Technical Engineers Local 130 Education Fund and agree to reopen this Article 9.5 upon 30 day notice by either party.

SECTION 9.6. Section 9.6 has been intentionally left blank

SECTION 9.7. Non-Deduction from Wages. Contributions provided under Section 9.2, 9.3 and 9.4 shall not be deducted from the wages of the employees.

SECTION 9.8. Contribution and Deduction Due Dates. All contributions and deductions provided for in this Agreement are due the first (1st) day of the month following the month for which they are owed. However, contributions and deductions received by the Plumbers' Local 130 Benefit Funds by the fifteenth (15th) day of that month will not be subject to interest and liquidated damage charges (e.g. contributions and deductions for the month of June are due July 1st, but can be paid up to July 15th without penalty). An Employer who fails to make such contributions and deductions by the due date therefore, shall pay, in addition to the actual delinquent amounts, interest thereon beginning with the due date at the rate of a minimum of eight percent (8%) per annum or prime plus three percent (3%), whichever is higher and liquidated damages in the amount of eight percent (8%) on the cumulative outstanding

balance due, which interest and liquidated damages are additional contributions. The delinquent Employer shall also be responsible for any employee's claim for Welfare benefits arising during the period of such delinquency, which amounts are additional contributions.

If discovered by audit that prior contributions or deductions have not been paid in accordance with the terms of this Agreement, the Employer advised of the discrepancy shall remit the amounts due plus the above described interest and liquidated damages. The Employer may contest the findings as provided in Article III, Section 3.3 of this Agreement. If then found that monies remain due and payable, the Employer shall remit same within thirty (30) days after the findings. Upon failure to remit monies due within thirty (30) days after the findings, and a law suit has been filed against the Employer, the Employer shall additionally reimburse the various Funds and/or the Union for all costs incurred, including but not limited to legal, audit and court fees, in order to enforce collection of the monies due. The provisions for interest, liquidated damages, reimbursement of litigation costs, strikes, picketing and/or other remedies set forth herein and available to the Union and/or Trustees of the various Funds in the event of an Employer's breach of any obligations under this Section 9.8 and Sections 9.1, 9.2, 9.7 and 9.9 of this Article IX, and Sections 6.4, 6.5, 6.6, 6.6(b) and 6.11 of Article VI are cumulative and are not intended to serve and shall not serve as a substitute for or in any way limit any other remedies or relief which also may be available to the Union and/or the Trustees under this Agreement or under any Indiana or Federal Law. Further, the Union's failure to exercise its rights to withdraw its members from the employ of, to picket, strike or take other lawful economic actions against any Employer who violates this Section 9.8 or Sections 9.1, 9.2, 9.7 and 9.9 of this Article IX or Sections 6.4, 6.5, 6.6, 6.6(b) and 6.11 of Article VI, and/or the Joint Arbitration Board's failure to award and remedy available hereunder for a violation of such Section or Sections, in either case, shall not be deemed a waiver on the part of the Union or the Joint Arbitration Board to exercise such right or award such remedy, respectively, in the case of the such subsequent violations by the same Employer or another Employer. Upon five (5) days written notice by Certified Mail, the Union shall have the right to withdraw its members from the employ of, to picket and/or to take other lawful action against any Employer who fails to make the required benefit contributions and/or deductions as required by this Agreement. Any employee who loses time from work because of the failure of his Employer to pay said fringe benefit contributions and/or deductions as required by this Agreement, shall be reimbursed by the Employer for up to twenty-four (24) hours wages lost at straight time pay by reason of an action taken by the Union under this Section. Any employee receiving 24 hours lost wages under this Section waives the right to picket his Employer for the first 24 hour period. Such withdrawal of employees, picketing and/or other lawful economic action shall not be considered a violation of this Agreement on the part of the Union. In the event an Employer shall default in the payment of any contributions or deductions provided for by the terms of this Agreement, it shall be considered the same as failure to pay wages.

SECTION 9.9. Employer Recording. Each Employer shall file with the Union on a reporting form to be devised by the Union, on or before the due date for the remittance of contributions and deductions, an itemization of the money payments required to be paid by the Employer covered by said report under the terms of this Agreement. The Union and Fringe Benefit Funds shall have the right to inspect a furnished copy of the Employer's payroll records as well as the other records described in Section 1.6 of this Agreement for the purpose of determining whether the Employer is complying with the provisions of this Agreement relating to the contract rate of wages and fringe benefit fund contributions being paid. The Employer shall make such books and records available at reasonable business times and hours, at the option of the Union or Fringe Benefit Funds, either to a Business Representative of the Union or a representative of a certified public accountant designated by the Union or Fringe

Benefit Funds. Information obtained from such books and records is confidential and is for the exclusive use in arbitration or litigation to recover under-payments discovered in such audit. The Employer shall retain payroll records, including but not limited to time sheets, for a period of seven (7) years or as required by applicable State or Federal Law. The Union shall have the right upon three (3) business day's written notice by Certified Mail to withdraw its members from the employ of, to picket and/or to take other lawful economic action against any Employer to make his books and records available. Such withdrawal of employees picketing and/or other lawful economic action to compel an Employer to make his books and records available shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject or arbitration.

ARTICLE X Referral to Employment

The Union maintains a non-exclusive referral hall for the convenience of the Employer. Employer shall have the sole and exclusive responsibility for hiring, accepting or rejecting applicants and may hire from any source without regard to Union membership.

The Employer shall:

- a) Notify the Union of opportunities of employment.
- b) Give the Union a non-exclusive opportunity to refer qualified applicants for employment.
- c) Provide the Union with the name and addresses of all new hires performing work under this Agreement.

ARTICLE XI On the Job Injuries

Employees covered by this Agreement who, as a result of injuries received on the job, are required to obtain medical aid for such injuries, shall be reimbursed for said time spent in obtaining initial medical aid. If the Employer's doctor or Employer's insurance company doctor makes available to the injured employee evening or non-working hours for further aid or treatment of an injury which will not cause a loss of regular work time, then said employee shall arrange to have all further visits to the doctor scheduled for non-working hours.

ARTICLE XII

ARTICLE XII has been intentionally left blank

ARTICLE XIII

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ARTICLE XIV Successors and Assigns

SECTION 14.1. Employer Entities Bound.

This Agreement is binding upon the Employer regardless of whether he or it changes the name or address of his or its business and upon any other business entity within the trade and territorial jurisdiction of the Union which is owned, managed, controlled and /or operated by the Employer or its principals or any of them. This paragraph is intended to apply to the scope of work covered by this Agreement and shall not be construed as adding to the scope of such work.

SECTION 14.2. Successors and Assigns. This Agreement shall be equally binding on the Employer and its successors and assigns and it is the intent of the parties that this Agreement shall remain in effect for its full term and bind the successors of the respective parties. In furtherance of this intent, it is agreed that in the event of any sale, merger, acquisition, consolidation or any other transfer of the Employer's business, the Employer shall make it a condition of such transfer and the agreement by which any such transfer is accomplished shall provide that the transferee shall be bound by the terms of this Agreement. The Employer shall give the Union written notice of any such transfer at least ten (10) days prior to the closing date thereof and specifically advise the Union in said notice that the provisions of this Article have been complied with.

ARTICLE XV

ARTICLE XV has been intentionally left blank

ARTICLE XVI Miscellaneous

SECTION 16.1. Separable Provisions. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event that any clause or clauses shall be specifically and finally determined to be in violation of any Indiana or Federal Law, then in such event such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable upon written notice of such invalidity from one party to the other, without such invalidity impairing the validity and enforceability of the rest of the Agreement including any and all provisions in the remainder of any clause, sentence or paragraph in which the language determined to be invalid may appear. In the event of such invalidity and notice thereof, the parties upon mutual agreement, may meet to negotiate mutually acceptable language.

SECTION 16.2. Duration of Agreement. This Collective Bargaining Agreement between the Technical Engineers Division, Local 130, U.A. and the N.W.I.C.A. shall be in effect between **June 1, 2020 and May 31, 2025**, and thereafter for successive yearly periods, unless at least sixty (60) days but not in excess of ninety (90) days, prior to the expiration of the initial period of any yearly period thereafter, either party hereto shall give written notice to the other of its intention to modify or terminate the Agreement.

APPENDIX A

OCCUPATIONAL JURISDICTION OF BRANCHES OF WORK CLASSIFICATIONS

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all members of this Union performing all work operations and undertakings directly involved and incidental to the construction, reconstruction, repair, renovation, erection, modification of and additions to buildings and industrial projects, as well as the placing of common control lines and grades as required for the use by the multiple craft tradesman for the installation of public and private works. This includes but is not limited to preliminary, construction, and control surveys. Examples of this work include but are not limited to the following:

- A. drainage, sewerage and water treatment plants
- B. pump stations
- C. lift stations
- D. gas transmission and service lines
- E. subways and tunnels
- F. underground storage tanks
- G. machinery, process lines and equipment
- H. utilities
- I. structural elements (e.g. columns, caissons, foundation pilings, etc.)
- J. roads, streets, highways
- K. curbs, sidewalks, gutters and parking areas
- L. site preparation/grading.

Pre-construction surveying of existing conditions for design purposes for related work is not covered by this agreement.

All jurisdictional disputes between or among building and construction trade Unions and Employers, parties to this Agreement shall be settled and adjusted according to the current edition of the "Plan for Settlement of Occupational and Jurisdictional Disputes" established by the Building and Construction Trades Department, AFL-CIO, or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employer and Union parties to this Agreement. There shall be no work stoppages or picketing of any kind regarding disputes arising out of any jurisdictional dispute. The party taking the dispute before the "Plan" shall notify the other parties within fifteen (15) days of its intent to pursue a remedy through the "Plan".

It will not be considered a violation of this Agreement for property lines, design surveys, and special surveys to be performed under the supervision, (as defined by the state) of a Licensed Professional. Pre-construction survey of existing conditions solely for design purposes for related work is not covered by this agreement.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all members of this Union performing jurisdictional work in the job classifications set forth below. The Union recognizes each Association as the sole and exclusive bargaining representative for all of its members performing jurisdictional work in the job classifications set forth below.

The branches of work and classifications covered by this Agreement are:

1. **Engineering and Layout Technician (General Foreman)**
Shall supervise 14 or more employees on a project site and be qualified

to perform work of Rodman, Instrument Man and Layout Technician Journeyman, as outlined in number 3 of this section. The selection of the General Foremen will be at the sole discretion of the Employer.

2. Engineering and Layout Technician (Foreman)

Shall be a working Foreman qualified to perform the work of Rodmen, Instrument Men and Layout Technicians. The selection for the Foreman will be at the sole discretion of the Employer.

3. Engineering and Layout Technician (Journeyman)

Shall perform the tasks of establishing, measuring and setting control and/or baselines and subsequently utilizing the same to lay out property lines, building lines, utilities, columns, elevations, and all other integral parts of the project. He shall set up and operate transit, level, and related instruments; functionally direct Rodmen and Instrument Men; establish Lines and Grades; handle related computation problems; and shall functionally direct all tasks related to line and grade work, in particular, closing of level circuits; and perform other related duties as assigned.

4. Instrument Man.

Shall set up and operate all required equipment, functionally direct Rodmen; handle related computation problems; and shall functionally assist in all tasks related to line and grade work, closing of level circuits, and perform other related duties as assigned.

5. Rodman.

Shall care for instruments and tools; man tape and level rod; drive stakes, index, file and maintain line and grade data; mark and flag grade stakes; prepare and maintain control points, monuments, stations, turning points and bench marks on construction site, make simple field sketches and perform other related duties as assigned.

6. Apprentices.

Shall work under the direction of a Journeyman Technical Engineer with the intent to become acquainted, familiar and competent in all facets of the Industry as laid out in the "Standards of Apprenticeship" sponsored by the Trust Fund for Education, Technical Engineering Division, Local 130, U.A., AFL-CIO.

7. Technical Engineer Trainee

An employee hired on a temporary basis with the written approval of the Union Business Manager to work under the direction of a Journeyman Technical Engineer for up to one (1) year with the intent of sponsoring the employee into the Apprentice Program sponsored by the Trust Fund for Education, Technical Engineering Division, Local 130, U.A., AFL-CIO.

APPENDIX B

WAGE RATES AND FRINGE BENEFITS - EFFECTIVE JUNE 1, 2020 INDIANA

	WAGES	Contributions			
		Welfare	Retiree Welfare	Pension	Pension DC
Journeyman	\$ 42.75	\$ 13.04	\$ 2.25	\$ 9.89	\$ 2.00
Foremen	\$ 44.25	\$ 13.04	\$ 2.25	\$ 9.89	\$ 2.00
General Foremen	\$ 45.75	\$ 13.04	\$ 2.25	\$ 9.89	\$ 2.00
Instrument Man	\$ 36.40	\$ 13.04	\$ 2.25	\$ 9.89	\$ 2.00
Rodman	\$ 27.90	\$ 13.04	\$ 2.25	\$ 9.89	\$ 2.00
Apprentices					
1st Six Months	\$ 16.25	\$ 8.04	\$ 2.25	\$ 9.89	\$ 2.00
2nd Six Months	\$ 16.25	\$ 8.04	\$ 2.25	\$ 9.89	\$ 2.00
2nd Year	\$ 20.95	\$ 8.04	\$ 2.25	\$ 9.89	\$ 2.00
3rd Year	\$ 26.10	\$ 8.04	\$ 2.25	\$ 9.89	\$ 2.00
4th Year	\$ 31.65	\$ 13.04	\$ 2.25	\$ 9.89	\$ 2.00
5th Year	\$ 38.05	\$ 13.04	\$ 2.25	\$ 9.89	\$ 2.00
Trainees					
TT1 Trainee (0-6 months)	\$ 11.10	n/a	n/a	n/a	n/a
TT2 Trainee (7-12 months)	\$ 11.10	\$ 8.04	\$ 2.25	\$ 9.89	\$ 2.00

2020-2025 Economic Package	
6/1/2020-5/31/2021	\$1.72
6/1/2021-5/31/2022	\$1.94
6/1/2022-5/31/2023	\$2.35
6/1/2023-5/31/2024	\$2.43
6/1/2024-5/31/2025	\$2.70
Total 5 Year Package	\$11.14

Please Note:

1. Voluntary PAC Deduction (\$.10) requires the Employee's authorization. The Union will supply this signed authorization to the Employer to begin the deduction.

APPENDIX B

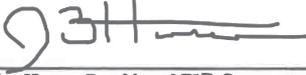
WAGE RATES AND FRINGE BENEFITS - EFFECTIVE JUNE 1, 2020 INDIANA

				Payroll Deductions			
Education	Industry	B.C.R.C	Dues Check-off	Target Fund	Building Fund	PAC ¹	
\$ 0.44	\$ 0.12	\$ 0.10	\$ 1.50	\$ 0.55	\$ 0.25	\$ 0.10	
\$ 0.44	\$ 0.12	\$ 0.10	\$ 1.50	\$ 0.55	\$ 0.25	\$ 0.10	
\$ 0.44	\$ 0.12	\$ 0.10	\$ 1.50	\$ 0.55	\$ 0.25	\$ 0.10	
\$ 0.44	\$ 0.12	\$ 0.10	\$ 1.27	\$ 0.55	\$ 0.25	\$ 0.10	
\$ 0.44	\$ 0.12	\$ 0.10	\$ 0.98	\$ 0.55	\$ 0.25	\$ 0.10	
\$ 0.44	\$ 0.12	\$ 0.10	\$ 0.57	\$ 0.55	\$ 0.25	\$ 0.10	
\$ 0.44	\$ 0.12	\$ 0.10	\$ 0.57	\$ 0.55	\$ 0.25	\$ 0.10	
\$ 0.44	\$ 0.12	\$ 0.10	\$ 0.73	\$ 0.55	\$ 0.25	\$ 0.10	
\$ 0.44	\$ 0.12	\$ 0.10	\$ 0.91	\$ 0.55	\$ 0.25	\$ 0.10	
\$ 0.44	\$ 0.12	\$ 0.10	\$ 1.11	\$ 0.55	\$ 0.25	\$ 0.10	
\$ 0.44	\$ 0.12	\$ 0.10	\$ 1.33	\$ 0.55	\$ 0.25	\$ 0.10	
n/a	n/a	\$ 0.10	n/a	n/a	n/a	n/a	
\$ 0.44	\$ 0.12	\$ 0.10	n/a	\$ 0.55	\$ 0.25	\$ 0.10	

This Agreement is hereby executed this 13th day of May 2020 by;

Northwest Indiana Contractors Association

Technical Engineering Division,
Local Union 130, U.A. AFL-CIO



John Hasse, President NWI Contractors
Association



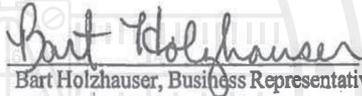
James F. Coyne, Business Manager



Kenneth Turnquist, Financial Secretary- Treasurer



Patrick F. McCarthy Recording Secretary



Bart Holzhauser, Business Representative



John Hosty, Business Representative

