

INDIANA HIGHWAY AND HEAVY CONSTRUCTION WORK
AGREEMENT

when approved by UAW

THIS AGREEMENT, made and entered into retroactive of September 1, 1945, by and between the Contractor working in the International Union of Operating Engineers, Local #841 territory, whose name is hereto subscribed, party of the first part, hereinafter referred to as "Contractor", and International Union of Operating Engineers, Local Union No. 841 of Terre Haute, Indiana, party of the second part, hereinafter referred to as "Union", and the International Union of Operating Engineers, party of the third part, hereinafter referred to as the "International".

WITNESSETH:

That, whereas, it is believed to be of mutual advantage that a workable agreement shall exist between and among the Contractor, the Union and the International, in the employment of Operating Engineers in all classes of public works engaged in by the Contractor in the Counties of the State of Indiana, hereinafter listed; and

Whereas, the Constitutional right of the Contractor to hire labor, and the constitutional right of workmen and employees to labor for such compensation as may be agreed upon, are mutually understood and respected by the parties hereto; and

Whereas, unreasonable demands by organized labor and unreasonable requirements by employers of labor are believed to be of equal hardship to and upon the welfare of the people and upon the communities wherein the employers and employees reside, and that Operating Engineers should be paid and should be willing to work on a scale and basis commensurate with their skill and knowledge of their trade and in keeping with the wages and the standard of living in the communities wherein their work is performed.

IT IS THEREFORE UNDERSTOOD AND AGREED, by and between the parties hereto as follows:

I.

CRAFT JURISDICTION

All persons engaged in supervising, controlling, erecting, dismantling and repairing, operating or assisting in operating, erecting, dismantling, or the repairing of all hoisting and portable machines, all refrigerating machines or units and engines used in or upon wrecking, digging, boring, building and erecting foundations, buildings, tunnels and subways, dams, reservoirs, disposal plants, bridges, railroads, streets (paving and repair), road building construction (including grading and repair), sewer, water, gas and oil lines, allotment development construction, harbor and river dredging, the construction and repair of all docks, wharves, piers, shipyards, and sea walls; all sand,

gravel and stone pits; quarries and material yards (permanent and temporary), sand, rock and gravel screening machines; motor generators (when used for welding and cutting or for converting or transforming electric currents irrespective of their motive power); all machines used to sweep, clean and remove debris and snow from streets and roads; all mine hoists, telfers, grab buckets, pumps, siphons, pulsometers, generators, concrete mixers (irrespective of capacity), concrete pumps of all sizes and capacities, stone crushers, air compressors, all water test and blast hole drilling machines; all sand blasting and other machines and boilers used in the cleaning and washing of buildings; all boilers (irrespective of sizes) used for furnishing temporary heat on buildings under construction, or for the heating of material, or heating water, or furnishing steam for the operation of all machines, engines and other appurtenances herein specified; all locomotive, tractor and truck type cranes; all derricks, boom hoists (of all descriptions and capacities), and automatic hoist, house and all elevators (permanent and temporary) used for hoisting building material or lowering debris or carrying workmen from floor to floor in buildings under construction and repair; all street rollers, steam and other motive power shovels; all Lefourneau and other types of scoops, pull shovels, mucking machines, draglines and cableways; all clamshell and orange peel buckets when used in connection with any machine or with derrick or boom hoists for excavating, handling, storing, loading or unloading materials; all land and floating pile drivers, floating derrick barges and boats, floating and self-propelled dredges and rock drilling plants; all dinkey and standard locomotives, derrick cars, tractors and all tractor propelled machinery; all power and elevator graders, scarifiers, bull dozers, Barber Green loaders, all trenching and ditching machines, all mechanical hoe-type machines, back-fillers and conveyors; all cranes, derricks, machines, engines and boilers used in asphalt and concrete mixing plants and all other engines and machines (irrespective of motive power) used on building and construction work or in the loading, unloading or storage of commodities at or in terminals.

II.

EXCEPTIONS

This Agreement shall not apply to permanent Sand and Gravel Pits, Rock Quarries, Permanent Ready Mix Concrete Plants, or Material Yards, but shall apply to roadside Gravel Pits and Stone Quarries.

This Agreement shall not apply to Superintendents and Timekeepers who shall not be obliged or required to be or become a member of the Union or of the International, but who may be or become a member thereof, if acceptable to said Union and International. Master Mechanics or Mechanics, on Road work, must belong to the International Union of Operating Engineers and wages shall be negotiated by and between the Mechanic and the Contractor.

Foreman
Mechanics to be allowed to work in all locals.

III.

SUB-CONTRACTORS

This Agreement shall be effective and binding on all sub-contractors while working for any Contractor who is a party hereto, and any such Contractor who shall sublet any work on any project which required the employment of Operating Engineers or Engineer, shall sublet the same in accordance with the terms of this Agreement.

IV.

ARBITRATION

There shall be no stoppage of work on account of any difference of opinion or dispute which may arise between the Contractors and the Union on the subject matter or on the application of this Contract. If the difference of opinion or dispute cannot be adjusted promptly by the Steward, representing the Union, and the Foreman, representing the Contractor, such difference of opinion or dispute shall be referred to and considered by a representative of the individual Contractor involved and the Business Representative of the Union. If this procedure fails of a satisfactory and prompt adjustment, the difference of opinion or dispute shall be referred to a Board consisting of two (2) members, one to be appointed by the Contractors and one by the Union, and these two shall be authorized to select a third member of the Board, if and when they deem such third member to be necessary. The aforesaid Board shall be permanent, but its individual members may be changed at any time by their respective organizations. A decision of the Board, on such difference of opinion or dispute, shall be binding on both parties, and shall be rendered within ten days after submission to the Board.

V.

TERRITORY

This Agreement shall cover work done in the following Counties in Indiana, in which the Union has territorial jurisdiction:

Indiana: Warren, Fountain, Montgomery, Boone, Hendricks, Putnam, Parke, Vermillion, Vigo, Clay, Owen, Morgan, Monroe, Green, Sullivan, Knox and Daviess.

VI.

WAGE SCALE

All employees shall take the classifications with respect to their work and duties, and shall receive the hourly rate of pay established for each classification as shown by Position-Classification and Rate of Pay.

POSITION - CLASSIFICATION	RATE OF PAY	
	BUILDING SEWERS AIRPORTS WATERLINES PIPELINES RAILROADS LEVEES	HIGHWAY CONSTRUCTION
Power Cranes, Draglines, Derricks, or Shovels of 2 Yds. or more capacity - - - -	\$ 1.75	\$1.65
Power Cranes, Draglines, Derricks or Shovels of less than 2 Yd. capacity - - -	1.65	1.65
Master Mechanic - - - - -	2.00	
Three Drum Machine - - - - -	1.75	1.65
Tractor Operator Operating Scoop over 13 cu. yds. - - - - -	1.65	1.65
Tractor Operator Operating Scoop 13 cu. yds. and under - - - - -	1.65	1.65
Mechanic - - - - -	1.60	
Air Compressors, 200 cu. ft. and over - - - -	1.65	
Locomotive 10 ton or over - - - - -	1.65	
Tractor High Lift Shovel - - - - -	1.65	1.65
Road Paver Mixer of 21' or more capacity - - -	1.65	1.65
Mixer over 10S capacity - - - - -	1.65	1.25
Two Drum Machines, or Two Cage Hoist - - - -	1.65	1.65
Large Rollers and Rollers on Asphalt, Gravel Macadam and Brick Surface - - - - -	1.65	x 1.65
Motor Patrol - - - - -	1.65	1.65
Boom or Winch Truck - - - - -	1.65	1.65
Boom Tractor - - - - -	1.65	1.65
Bull Dozer - - - - -	1.65	1.65
Truck Crane - - - - -	1.65	1.65
Turnapull - - - - -	1.65	1.65
Push Tractor - - - - -	1.65	1.65
Trench Machine - - - - -	1.65	1.65
Back Filler - - - - -	1.65	1.65
Elevating Machine - - - - -	1.65	1.65
Power Blade - - - - -	1.65	1.65
Finishing Machine on Asphalt - - - - -	1.65	x 1.65
Asphalt Plant Engineer - - - - -	1.65	1.65
Paint Machine - - - - -	1.65	
Pipe Cleaning Machine - - - - -	1.65	
Concrete Mixers of 10S capacity or less - - - -	1.50	1.25
One Drum Machine - - - - -	1.50	1.25
Air Compressor, less than 200 cu. ft. - - - -	1.37 $\frac{1}{2}$	1.25
Concrete Pump, pumping mixed concrete - - - -	1.37 $\frac{1}{2}$	1.37 $\frac{1}{2}$
Distributor - - - - -	1.37 $\frac{1}{2}$	1.37 $\frac{1}{2}$
Generators - - - - -	1.37 $\frac{1}{2}$	1.15
Small Rollers on Earth Surface - - - - -	1.37 $\frac{1}{2}$	1.15
Barber Green - - - - -	1.37 $\frac{1}{2}$	1.37 $\frac{1}{2}$
Dinky Locomotive under 10 ton - - - - -	1.37 $\frac{1}{2}$	
Engine Tender - - - - -	1.37 $\frac{1}{2}$	
Power Sub-Grader - - - - -	1.37 $\frac{1}{2}$	1.37 $\frac{1}{2}$
Power Operated Bull Float - - - - -	1.25	1.25
Finishing Machine - - - - -	1.25	1.25
Flexplane - - - - -	1.25	1.25
Form Grader - - - - -	1.25	1.25
Conveyor - - - - -	1.25	1.25
Water Pumps, Siphon and Pulsometer - - - - -	1.25	1.25
Switchman - - - - -	1.25	
Firemen on Paint Pots - - - - -	1.25	
Tractors without Winch - - - - -	1.25	1.25
Firemen and Oilers - - - - -	1.15	1.15
Mixers, Barrel Type - - - - -	1.15	
Apprentices - - - - -	1.15	1.15

When Operators are employed on machines which are different from the machines above listed, and when the machine cannot be identified as within one of the classifications, a special Agreement shall be made, for the rate of wages, between the Business Representatives

of the Union and the Contractor negotiating this Agreement.

VII.

HOLIDAYS

The following holidays, together with Saturdays and Sundays shall be regarded as legal holidays, and double time shall be paid for all work performed on these days: New Years Day, Decoration Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day and Christmas Day, or days recognized as such. There shall be no work of any kind performed on Labor Day, except to save life or property. "On Road Construction, Bridge, Drainage, Levee, Grading and Structures on Railroad Work, Saturday shall be considered a straight time day, when Operators do not have their forty hours in, which is in accordance with the Wage and Hour Law."

VIII.

WORKING HOURS

Eight (8) hours shall constitute a day's work and forty (40) hours a week's work on all Building Construction Work. Each day's work shall be done between the hours of 8:00 A.M. and 5:00 P.M. when one (1) hour is allowed for lunch, and between 8:00 A.M. and 4:30 P.M. when one-half (1/2) hour is allowed for lunch, double time shall be paid for all work performed before or after the above mentioned hours. "Except on Road, Bridge, Drainage, Levee, Grading and Structures on Railroad Work, time and one-half shall be paid for all work done over eight (8) hours each day and over forty (40) hours each week."

*Final + 1/2 over 8 + 40
Double time on Sunday
on road work*

IX.

SHIFT WORK

When an employer calls for an engineer or apprentice for a second or third shift of work, they shall be paid no less than four (4) hours for reporting and if the engineer or apprentice is allowed to start a second or third shift, such shift work shall continue for less than three consecutive shifts, otherwise the member shall receive pay at the rate of double time for all time worked. After such shift work has been discontinued it can be resumed only on the basis of having never been worked. The Business Representative of the Union shall not be responsible for keeping a second or third shift of men in line when these shifts are discontinued and the employer wishes to start shift work again after a period of time.

on 1/2 day only work

Clarify

X.

CLOSED SHOP

The Contractor agrees to employ only members of the Union and the International who are in good standing in the payment of their dues. Good standing members of the Union shall be interpreted to mean those who have paid their dues currently by the month or in

advance, or those who are not under discipline or penalty invoked by the Local Union. Upon written notice by the Union to the employer, through Registered Mail, that a certain individual or individuals are not in good standing, it shall be sufficient notice for the removal of the individual from the job, under the terms of this contract.

XI.

FURNISHING OPERATORS

Before construction is begun, the Contractor shall contact the Business Representative of the Union. Upon request of the Contractor, the Union shall furnish, if possible, operators who are experienced and efficient in the operation of the type of machine named in the request. The Contractor shall have the right to select operators, and to accept, reject, or discharge any operator who may be incompetent, providing it is agreeable with the Business Representative. It is also agreed that Local Union No. 841 Working Rules and By-Laws shall be a part of this Agreement.

XII.

OPERATORS NOT AVAILABLE

The Contractor agrees that none but members of the Union shall be employed in the operation, firing or oiling of machines that properly come under the jurisdiction of the International Union of Operating Engineers. All Engineers, Operators, Fireman and Oilers, must be hired through the Office of Local Union No. 841. If, after twelve (12) hours notice to the Business Representative of the Union, Operators or Apprentices are not available, the individual Contractor may proceed with work in such manner as the individual Contractor shall see fit. Operators who are not members of the Union and who may be employed by any such Contractor, shall receive the usual work permits from the Business Representative of the Union, in accordance with the rules of the International for issuing such permits.

XIII.

REPORTING

The Steward shall be informed by the Contractor at or before the regular quitting time, whether there will be work the following day. The Operators and Apprentices shall inquire of the Steward and ascertain whether there will be work the following day. The Contractor shall not be obliged or required to pay an operator appearing for work in the event of inclement weather, non-delivery of materials, mechanical breakdown or stoppage of the work by order of a Representative of the Owner or Public Body awarding the work; otherwise, two hours pay shall be allowed for two hours time for reporting for work. If members of the Union start to work they shall be paid for four hours and if he works more than four hours he shall receive a full day's pay, unless a stoppage occurs due to inclement weather,

non-delivery of materials, mechanical breakdown, or by order of a Representative of the Owner or Public Body awarding the work.

XIV.

CHANGING MACHINES

Any operators may be shifted by the Contractor from any machine listed herein to another machine, ^{and} provided that not more than one change shall be made during any workshift, and provided the operator is capable of performing the work, and the higher rate shall prevail. An Engineer is permitted to operate an earth roller and also a form grader on paving work, and is permitted to operate two pumps or a small mixer and a pump. The pumps or the pump and mixer must be a reasonable distance apart. An Engineer is permitted to operate three Air Compressors, or four Welding Machines when the machines are a reasonable distance apart.

XV.

PAYMENT OF WAGES

The Contractor shall pay once each week and not later than four ~~(4)~~⁶ working days after the end of the regular work week, the pay shall be in full up to the regular quitting time of said pay week. The pay shall be in cash or check as is mutually agreed upon by the Contractor and the Union.

If a member of the Union is discharged he shall be paid in full immediately and in case of a member is laid off he shall be paid in full within twenty-four (24) hours upon the request of the member.

XVI.

CONCEDING WORK

The International shall not concede any portion of the work herein defined to any other craft or organization without first securing the written consent of a duly authorized Representative of the Contractor, and no individual Contractor shall concede any portion of the work herein defined without first securing the written consent of the International and

XVII.

MECHANICS

Master Mechanics and Mechanics are employed by the Contractor because of their special knowledge of the equipment and their ability to make whatever repairs may be required. It is agreed that, when any machine breaks down during working hours, and repair work is begun thereon by the Mechanic, the Operator shall be retained to assist the Mechanic for the remainder of the shift at the regular rate of wage. When repair work on any machine continues for subsequent shifts ^{and mechanic needs assistance} the Operator shall be employed as Mechanic's Helper at the rate designated for the Operator.

XVIII.

NUMBER OF OPERATORS

There must be a fireman or oiler on all back hoes, skimmerscoops, clamshells, draglines, shovels, locomotive cranes, caterpillar cranes, piledrivers, derricks, (steam) or ~~any machine this Local Union deem it necessary~~. An Oiler need not be employed on Cranes and Clamshells when used for handling or rehandling materials on Road work. When an oiler is employed to oil and grease tractors, scoops, elevators, graders or any other machinery, that comes under the jurisdiction of the engineers, such oilers must be Apprentice Engineers, members of this Union.

XIX.

WASHING OUT BOILERS AND REPAIRING MACHINERY

Engineers shall wash out boilers and make all necessary repairs in their machines and shall receive the regular rate of wages applying to that day, for the same. No member shall be allowed to perform any duties outside of his class of work. The installing or removing of machinery, pipe fitting and repairing necessary to operate same is considered his class of work.

XX.

SHELTER

Our members must be furnished with suitable shelter to protect them from falling material and the elements of the weather.

XXI.

There shall be no discrimination by the employer or foreman against any member of this Local Union who may be the Steward on a job, or any officer of this Local Union who may be serving on a committee authorized by the Union. Employers wanting additional engineers must call headquarters, or Business Representative, allowing twenty-four ^{1/2}(24) hours' time to get the required engineers by the time their services are required. Stewards shall not leave their duties during working hours unless in case of dire necessity unless requested to do so by the employer, his foreman or the Business Representative of the Union. Stewards, ~~when~~ ^{not} authorized by the Business Representative in writing over the seal of the Union shall have authority to call a strike.

XXII.

PERIOD OF AGREEMENT

This Agreement shall remain in full force and effect for a period of one year and shall be regarded as effective from year to year thereafter, unless objections are made by Registered Mail at least sixty (60) days prior to the yearly expiration date; provided, however, that the terms of this agreement and the wages stipulated herein shall prevail upon all

work for which the bid was submitted during the existence of this Agreement, and shall prevail upon all work in the process of construction until such work is completed, notwithstanding that this Agreement may have terminated while said work was under construction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, approved, and ratified, by the duly authorized officers of the parties as of the day and year first set forth.

SIGNED FOR THE UNION:

SIGNED FOR THE CONTRACTOR:

President

Secretary

International Representative
