



ONE N. CAPITOL AVE., STE. 1000  
INDIANAPOLIS, IN 46204

## **Families First Coronavirus Response Act Impacts for ICI Members**

Earlier this week, the Families First Coronavirus Response Act was passed by Congress and signed into law by the President. The measure contains leave provisions applicable to private employers with fewer than 500 employees. The final version of the legislation provides the following leave benefits to employees of covered employers.

1. Up to 80 hours (pro-rated for part-time employees) of paid sick leave, available for immediate use regardless of length of employment, if the employee cannot work (or telework) because he/she:
  - Is experiencing symptoms of COVID-19 and seeking a medical diagnosis, which is paid at 100% and capped at \$511 per day and \$5,110 in the aggregate.
  - Is subject to a government quarantine or has been told by a health care provider that he or she should self-quarantine due to COVID-19, which is paid at 100% and capped at \$511 per day and \$5,110 in the aggregate (or assisting an individual who must quarantine/self-quarantine for those reasons, which is paid at 2/3 the employee's rate and capped at \$200 per day and \$2,000 in the aggregate).
  - Is caring for a son or daughter if his/her school/child care provider is unavailable due to COVID-19, which is paid at 2/3 the employee's rate and capped at \$200 per day and \$2,000 in the aggregate.
  - Is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, which is paid at 2/3 the employee's rate and capped at \$200 per day and \$2,000 in the aggregate.
2. Up to 12 weeks of expanded FMLA leave, unpaid during the first 10 days (which are practically covered by 1. above), and then paid at 2/3 the employee's rate (but capped at \$200 per day and \$10,000 in the aggregate) and available to anyone after 30 days of employment for time to care for the employee's son or daughter if the child's school/child care provider is unavailable due to COVID-19 and the employee is unable to work (or telework).

### **Other key points from the act are as follows:**

- An employer cannot force employees to use other forms of leave concurrently with the new and additional leave provided by the act.
- Covered employers must post a notice to employees about their rights under this act (at least as to 1.) once the Department of Labor prepares it.
- The legislation would expire on December 31, 2020, and unused time would not carry over from one year to the next.

- The act would become effective within 15 days of enactment (likely April 2), and the Secretary of Labor is charged with issuing implementation guidelines within that period of time.
- Employers may not change paid leave policies once the legislation is enacted to avoid being subject to the act's paid sick time provisions.
- An employer may elect to exclude health care providers and emergency responders from the leave benefits.
- The Secretary of Labor is empowered to exempt small businesses (fewer than 50 employees) from the leave benefits if the requirements would jeopardize the viability of the business as a going concern.
- Funding of Paid Sick Leave - Each quarter, private sector employers subject to the requirement are entitled to a fully refundable tax credit equal to 100% of the qualified sick leave wages paid by the employer. Qualified sick leave wages are capped at \$511 per day (\$200 per day if the leave is for caring for a family member) and 10 days. The tax credit is applied against employer Social Security taxes, but employers are reimbursed if their costs for qualified sick leave exceed the taxes they would owe. The Treasury Secretary is provided with regulatory authority intended to help with cash flow issues, for example by waiving penalties on failing to deposit payroll taxes in anticipation of the credit.
- Additional Credit for Health Plan Expenses: The amount of the tax credit is further increased by the amount of the expenses of the employer's health care plan allocable to the qualified sick leave. This allows the employer to seek reimbursement for the cost of continuing to provide health insurance while the employee is on sick leave.
- Tax on Employers: Paid sick leave is not considered wages for Social Security tax purposes and for half of the Hospital Insurance Tax. For the other half of the Hospital Insurance Tax, the applicable tax credit is increased to cover the cost of the payroll tax. Self-Employed: There is a similar tax credit against self-employment taxes for individuals who are self-employed but would otherwise qualify for paid sick leave if they were an employee of an employer.

It is important to know that the situation is extremely fluid and things are changing on a daily basis. Congress is anticipated to pass a Phase 3 of a coronavirus relief package in the coming days, which will be aimed at helping out businesses and individuals who are affected during this time. We will continue to give members updates that pertain to the industry and their business as they become available.

**For those employees working under a collective bargaining agreement, the Act does NOT include fringe benefit contributions and only requires payment of wages. In addition, if there is a government shut down on construction projects, these benefits do not apply, and the employee would be expected to take advantage of the unemployment system for relief.**

## Teamsters Agreement

The following came from the Highway, Heavy, Railroad and Underground Utility Contracting Agreement between Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD) and Teamsters Joint Council No. 69 April 1, 2017 to March 31, 2022, Article 22 Health and Welfare, Indiana Teamsters Health Benefit Fund.

**Section 9.** If an employee is absent because of illness or off-the-job injury, and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four weeks. If the contributing Employer is on an hourly basis then the Employer shall continue to make the required contribution for fifty (50) times the hourly contribution rate each week for a period of up to four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work or has been released for work. However, such contributions shall not be paid for a period of more than six (6) months.

In addition, Section 11 requires separation papers when Teamsters are laid off, or else H&W contributions must be paid until such notice is sent.

**Section 11.** Contributions to the Health and Welfare Fund must be computed weekly and paid each four (4) or five (5) week period as designated in report and remittance forms for the Health and Welfare Fund, on each regular, part-time or extra employee, even though such regular, part-time or extra employee may work only part-time including weeks where no work is performed unless such regular, part-time or extra employee is laid off and given separation papers. There shall be a ten percent (10%) penalty for Health and Welfare contributions not paid by the twelfth (12th) of the month following the close of a reporting period; provided, however, that the individual Employer has the option of depositing contributions in advance on an estimated basis, for which he will be given credit and his account credited and from which he may ask for a refund in case there is an overpayment. Notwithstanding anything herein contained, it is agreed that in the event any Employer becomes delinquent in the payment of his contributions to the Health and Welfare Fund provided for in this Agreement, in accordance with the rules and regulations of the Trustees of such Fund, the employees or their representatives, after the President of the Local Union shall have given seventy-two (72) hours written notice to the Employer of such delinquency in Health and Welfare payments shall have the right to take such action as they deem necessary, including, but not limited to, the following:

- (1) Refraining from work, strike and picketing until such delinquent payments are made, and or
- (2) Commencing a lawsuit to collect the delinquencies. In the event that strike and picketing activity takes place, the Employer shall be responsible to the employee for losses resulting therefrom including wages for lost time, Health and Welfare and Pension contributions, etc. In the event a lawsuit is commenced to collect the delinquencies, the Employer shall be responsible for all attorney fees and all other costs of collection, such as court costs.

Any Local Union or the Health and Welfare Fund itself has the right to conduct an audit of the

25

payroll records of any contributing Employer for the purpose of verifying the accuracy of contributions to the Health and Welfare Fund. In the event any Employer refuses to permit a Local Union or the Health and Welfare Fund to conduct an audit within seventy-two (72) hours from receipt of such a request, by certified mail, the Local Union may commence a strike and picketing of the Employer and may continue such activity until permission is given for an immediate audit. The Employer shall be responsible to the employees for losses resulting from such strikes and picketing activity, including wages for lost time, Health and Welfare and Pension contributions, etc.

If the Employer has obtained written permission from a Local Union to use a combination man (member of two crafts), the employee will designate which Health and Welfare program he wants, and the Employer shall furnish forms to the employee for such designation of funds. In order for such form to become effective, a copy of it must be filed with the Local Union from whom the Employer has obtained written permission to use that particular employee as combination man. If the employee signs such a form and it is properly filed with the Local Union, then the employee shall only be covered by the designated Health and Welfare program, and the Employer shall not have to pay into the program that has not been selected. If the Employer fails to get the forms signed and properly filed, the Employer shall be required to contribute into the Health and Welfare Fund set forth herein.

And in this same CBA, Article 23, Pension also clearly requires that when an employee is laid off, separation papers must be sent to the employee, otherwise the employer must continue paying the pension contribution.

**Section 10.** Contributions to the appropriate Pension Fund must be computed weekly and paid each four (4) or five (5) week period, as designated in the report and remittance forms for the appropriate Pension Fund. Contributions must be made on each regular, part-time or extra employee, even though such regular, part-time, or extra employee may work only part-time under the provisions of this Agreement, including weeks in which no work is performed, unless such regular, part-time or extra employee is laid off and given separation papers. An employee working temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Section.

There is also Leave of Absence language in that CBA.

**ARTICLE 24  
LEAVE OF ABSENCE**

**Section 1.** Any employee desiring a leave of absence from his employment shall secure written permission from both the Local Union and the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for extensions must be secured from both the Local Union and Employer. During the period of leave of absence, the employee shall not engage in gainful employment in the same industry in classification covered by this Agreement. Failure to comply with this provision shall result in the complete loss of seniority right for the employee involved.

**Section 2.** There shall be a leave of absence given on request to any employee not receiving twenty-three (23) hours of work Monday through Friday of any week, provided that such request is made in writing by the employee within forty eight (48) hours after the employee received the paycheck representing less than twenty-three (23) hours of work. This leave of absence shall be granted and has to be signed by the Employer and the Union.

29

## **OPERATORS 103 AGREEMENT**

IUOE Local 103 Highway, Heavy Railroad and Utility Construction Agreement 2018 - 2023

Article 3 Employees Covered, states in part:

Foreman/Operating Engineer shall not be permitted to change to a machine that another employee covered by this Agreement has been employed to operate unless the latter has been discharged for just cause, and the Union has been notified of such discharge, or in the event of reduction in force layoff for a minimum of 3 consecutive working days.

#### Article 32 Waiting Period

**32. WAITING PERIOD.** If due to lack of work, for any reason other than inclement weather, an employee is told not to report for work for a period of seven (7) calendar days, he shall be deemed laid off and shall report out of work to his respective referral office. If the employee is told not to report to work due to inclement weather, the waiting period for such employee shall not exceed fourteen (14) calendar days, after which time he shall also be deemed laid off and shall report out of work to his respective referral office.

#### Article 44, Changing Machines

**44. CHANGING MACHINES.** Any operator capable of performing the work may be shifted by the Employer to any machine and back again to the original machine, provided the operator is paid the rate of wages applicable to the highest classification of work performed by him during such shift. Any employee covered by this Agreement shall not be permitted to change to a machine that another employee covered by this Agreement has been employed to operate unless the latter has been discharged for just cause, and the Union has been notified of such discharge. However, if through no act or fault of the Employer, the regular assigned employee is not available for work, this clause shall not be operative. Changing employees from one machine to another shall not be used for the purpose of depriving another employee from additional hours or days of work. Provided, further, that the parties may by mutual agreement provide that the foregoing limitations are inapplicable due to project circumstances.

#### Article 46 Payday

**46. PAYDAY.** When payday is established, the employees shall be paid on the job before quitting time of such payday. If the employee has to wait more than fifteen (15) minutes after quitting time to receive his pay, he shall be paid at the overtime rate of pay for such waiting time. If the employee has to travel to the company office after quitting time to receive his pay, he shall be paid two (2) hours of pay at the straight time rate for traveling to such office. If due to inclement weather or other reasons no work is available on payday, the employee shall report between 7:00 A.M. and 10:00 A.M. to receive his pay and get one (1) hour time for picking up his check; provided he has not been previously paid for such pay period. The employee must remain for the one (1) hour reporting time and be available for work unless he is sent home by the Employer or his representative. Employers shall pay, in full, all employees laid off indefinitely or discharged.

If, for any reason, the Employer is not able to pay the discharged employee in accordance with the preceding paragraph, such employee may, at his option, demand that the Employer mail the check to him the following day or may make arrangements to pick up such check; provided, however, that if he picks up the check, he shall receive two (2) hours show up time pay.

Hiring Addendum, states in part:

<p>(G) An employee who while employed or a person registered for referral:</p> <p>(a) becomes incapacitated by reason of any injury or disease arising out of and in the course of employment on the type or kind of craft work of Operating Engineers shall</p>
<p>for all purposes of this Addendum be considered employed or available for employment for the full period of incapacity, or</p> <p>(b) becomes incapacitated by reason of any injury or disease not arising out of and in the course of employment on the type or kind of craft work of Operating Engineers shall for all purposes of this Addendum be considered employed or available for employment if a Class 1 or 2 person seeking active employment for the period of incapacity, but in no event for more than four (4) years, and if a Class 3 or 4 person seeking active employment for the period of incapacity, but in no event for more than three (3) years.</p>

## OPERATORS 150 AGREEMENT

IUOE Local 150-10 County Heavy, Highway and Railroad Construction Agreement 2017-2022

Article 14 Welfare Fund, Section 1, in part:

<p>Anything herein contained to the contrary notwithstanding, an Employer required to make contributions on behalf of a "Supervisor" shall make contributions on the basis of 168 hours each month, twelve (12) months a year for any month in a year in which the Supervisor performs work as a Supervisor for the company and is paid a salary for any portion of the month based on the contribution rate established herein, for employees.</p> <p>Effective April 1, 2017, the parties recognize that the individuals employed by corporations/Employers who are party to this Agreement may perform both bargaining unit and non-bargaining unit work. Certain of these employees receive compensation in such a manner that it is difficult to determine for purposes of fringe benefit contributions the precise number of hours which are spent performing bargaining unit work. It is therefore agreed that when an employee who is employed by a corporation/Employer, performs both bargaining unit work and non-bargaining unit work and who:</p> <ul style="list-style-type: none"><li>A. is a shareholder, officer and/or director of the corporation/Employer, or</li><li>B. is a 15% or greater owner of an LLC or the equivalent thereto; or</li><li>C. is a relative (husband, wife, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law) of a shareholder, officer and/or director of the corporation/Employer</li></ul> <p>The Employer shall be required to make contributions on behalf of such employees for at least a minimum of one hundred thirty-five (135) hours per month or, at the employee's election, actual hours worked in a month if greater than one hundred thirty-five (135). Failure by the Employer to make timely payments shall result in such person(s) not being eligible for benefits; such benefits shall be reinstituted upon back payment being made. However, such suspension of benefits shall not relieve the Employer of its obligations under this Section.</p> <p>Corporate officers, shareholders and their children will be exempt from this provision when they operate equipment doing bargaining unit work during an emergency such as fire, flood, or to save life or property.</p> <p>The exemptions provided herein do not relieve the Employer from the obligations of Paragraph 31 and Paragraph 44, Regular Assigned Engineers of this Agreement.</p>
--

Article 15 Pension Fund, Section 1, in part:

Anything herein contained to the contrary notwithstanding, an Employer required to make contributions on behalf of a "Supervisor" shall make contributions on the basis of 168 hours each month, twelve (12) months a year for any month in a year in which the Supervisor performs work as a Supervisor for the company and is paid a salary for any portion of the month based on the contribution rate established herein, for employees.

Effective April 1, 2017, the parties recognize that individuals employed by corporations/Employers who are party to this Agreement may perform both bargaining unit and non-bargaining unit work. Certain of these employees receive compensation in such a manner that it is difficult to determine for purposes of fringe benefit contributions the precise number of hours which are spent performing bargaining unit work. It is therefore agreed that when an employee who is employed by a corporation/Employer, performs both bargaining unit and non-bargaining unit work and who:

- A. Is a shareholder, officer and/or director of the corporation/Employer, or
- B. Is a 15% or greater owner of an LLC or the equivalent thereto; or
- C. Is a relative (husband, wife, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law) of a shareholder, officer and/or director of the corporation/Employer

The Employer shall be required to make contributions on behalf of such employees for at least a minimum of one hundred thirty-five (135) hours per month or, at the employee's election, actual hours worked in a month if greater than one hundred thirty-five (135).

Corporate officers, shareholders and their children will be exempt from this provision when they operate equipment doing bargaining unit work during an emergency such as fire, flood, or to save life or property.

The exemptions provided herein do not relieve the Employer from obligations of Paragraph 31 and Paragraph 44, Regular Assigned Engineers of this Agreement.



Article 17 Apprenticeship and Training Fund, Section 1, in part:

Anything herein contained to the contrary notwithstanding, an Employer required to make contributions on behalf of a "Supervisor" shall make contributions on the basis of 168 hours each month, twelve (12) months a year for any month in a year in which the Supervisor performs work as a Supervisor for the company and is paid a salary for any portion of the month based on the contribution rate established herein, for employees.

Effective April 1, 2017, the parties recognize that individuals employed by corporations/Employers who are party to this Agreement may perform both bargaining unit and non-bargaining unit work. Certain of these employees receive compensation in such a manner that it is difficult to determine for purposes of fringe benefit contributions the precise number of hours which are spent performing bargaining unit work. It is therefore agreed that when an employee who is employed by a corporation/Employer, performs both bargaining unit and non-bargaining unit work and who:

- A. Is a shareholder, officer and/or director of the corporation/Employer, or
- B. Is a 15% or greater owner of an LLC or the equivalent thereto; or
- C. Is a relative (husband, wife, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law) of a shareholder, officer and/or director of the corporation/Employer

The Employer shall be required to make contributions on behalf of such employees for at least a minimum of one hundred thirty-five (135) hours per month or, at the employee's election, actual hours worked in a month if greater than one hundred thirty-five (135).

Corporate officers, shareholders and their children will be exempt from this provision when they operate equipment doing bargaining unit work during an emergency such as fire, flood, or to save life or property.

The exemptions provided herein do not relieve the Employer from obligations of Paragraph 31 and Paragraph 44, Regular Assigned Engineers of this Agreement.

Article 21 Continuity of Employment

**21. CONTINUITY OF EMPLOYMENT.** To safeguard continuity of employment and thus protect unemployment insurance for employees, it is agreed that the Union shall not have the right to transfer operators or Assistant to Engineer with another unless the Employer agrees to do so; provided, however, that the foregoing shall not permit the Union and/or the Employer, whether acting singularly or in concert, by agreement or otherwise, to base any transfer or replacement upon membership or non-membership in the Union or upon any obligation or aspect thereof.

## Article 31 Reporting Time

**31. REPORTING TIME.** Employees shall report every work day unless otherwise notified by 9:30 p.m. before their scheduled starting time or by quitting time the previous day. If an employee working is not notified not to report and reports to work, he shall receive two (2) hours pay at the applicable rate for reporting.

However, such employee may be required to remain on the job for the two (2) hour period. If such employee starts work, he shall be paid for four (4) hours. If he works over four (4) hours he shall be paid for eight (8) hours unless due to rain or snow, major equipment breakdown or governmental action, then he shall be paid at the applicable rate for the actual hours worked over four (4). If such employee reports for work, is sent home and called back the same day, he shall be paid for the full shift at the applicable rate.

When an employee, who regularly operates a particular piece of equipment, is told not to report for work and the Employer subsequently determines to operate the equipment, the employee who was told not to report for work and who regularly operates the particular piece of equipment shall be given first chance to perform the work including all overtime. If the equipment regularly assigned to an employee is operated by another employee, both employees shall be paid in accordance with the terms of this Agreement.

## Article 32 Waiting Period

**32. WAITING PERIOD.** The Employer may put employees "on call" due to inclement weather or suspension of work for a period not to exceed three (3) consecutive work days. After such waiting period employees shall be deemed laid off and may report out of work to their respective referral office. It is hereby understood that this clause has no application to work suspension caused by labor disputes.

Article 44 Changing Machines, states in part ... "In case of a layoff, a machine must be idle two (2) workdays before another employee can be assigned to such machine. If such machine is reactivated before the expiration of the second (2<sup>nd</sup>) day period, the original employee shall be given first opportunity of employment on said machine. However, if such employee is not available, or the machine is moved to another job site, or the reason for the reactivation is due to breakdown of another machine, then this paragraph shall be inoperative."

**44. CHANGING MACHINES.** Any operator capable of performing the work may be shifted by the Employer to any machine and back again to the original machine, plus one other machine provided the operator is paid the rate of wages applicable to the highest classification of work performed by him during such shift. Any employee covered by the Agreement shall not be permitted to change to a machine that another employee covered by this Agreement has been employed to operate unless the latter has been discharged for just cause, and the Union has been notified of such discharge. However, if through no act or fault of the Employer, the regular assigned employee is not available for work, this clause shall not be operative. Changing employees from one machine to another shall not be used for

21

Highway, Heavy and Utility Division-Indiana Constructors, Inc.-Labor Relations Division (ICI-LRD)

FINAL 2

DFagan

March 10, 2017

the purpose of depriving another employee from additional hours or days of work. Provided, further, that the parties may by mutual agreement provide that the foregoing limitations are inapplicable due to project circumstances.

A written notification to the union is required in those instances where an Employer does not want a member to be re-dispatched to their company in the future for just cause. The member will be unavailable for dispatch to the Employer for a period of two (2) years or sooner at the discretion of the Employer.

In case of a layoff, a machine must be idle two (2) workdays before another employee can be assigned to such machine. If such machine is reactivated before the expiration of the second (2<sup>nd</sup>) day period, the original employee shall be given first opportunity of employment on said machine. However, if such employee is not available, or the machine is moved to another job site, or the reason for reactivation is due to breakdown of another machine, then this paragraph shall be inoperative.

Article 46 Payday, "... When the services of an employee are no longer required, he shall receive all of his wages due within fifteen (15) minutes of quitting time. ..."

At the time of payment of wages, the Employer shall furnish the information on the check stub or accompanying slip to each employee: Pay period dates, regular hours worked, overtime hours worked, Employers name and address, employees name, employees Social Security Number, and all deductions, including contributions to the Vacation Fund shall be listed separately.

**46. PAYDAY.** When payday is established, the employees shall be paid on the job before quitting time of such payday. If the employee has to wait more than fifteen (15) minutes after quitting time to receive his pay, he shall be paid at the overtime rate of pay for such waiting time. If the employee has to travel to the company office after quitting time to receive his pay, he shall be paid two (2) hours of pay at the straight time rate for traveling to such office. If due to inclement weather or other reasons no work is available on payday, the employee shall report to work at starting time to receive his pay and get two (2) hours time for reporting provided he has not been previously paid for such pay period. The employee must remain for the two (2) hours reporting time and be available for work unless he is sent home by the Employer or his representative. Employers shall pay, in full, all employees laid off indefinitely or discharged.

When the services of an employee are no longer required, he shall receive all of his wages due within fifteen (15) minutes of quitting time. Failure to comply with this lay-off, pay-off provision will require the Employer to pay a penalty of four (4) hours to the employee at the Employee's straight time hourly rate, for each succeeding day that the Employer is late in payment.

Such field check shall not need to comply with the requirements of Paragraph 45 of this Agreement and rather the Employer will send to the employee a statement of deductions at the next regular paycheck interval.

## Article 54 Construction Industry Research and Service Trust Fund

Anything herein contained to the contrary notwithstanding, an Employer required to make contributions on behalf of a "Supervisor" shall make contributions on the basis of 168 hours each month, twelve (12) months a year for any month in a year in which the Supervisor performs work as a Supervisor for the company and is paid a salary for any portion of the month based on the contribution rate established herein, for employees.

Effective April 1, 2017, the parties recognize that individuals employed by corporations/Employers who are party to this Agreement may perform both bargaining unit and non-bargaining unit work. Certain of these employees receive compensation in such a manner that it is difficult to determine for purposes of fringe benefit contributions the precise number of hours which are spent performing bargaining unit work. It is therefore agreed that when an employee who is employed by a corporation/Employer, performs both bargaining unit and non-bargaining unit work and who:

- A. Is a shareholder, officer and/or director of the corporation/Employer, or
- B. Is a 15% or greater owner of an LLC or the equivalent thereto; or
- C. Is a relative (husband, wife, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law) of a shareholder, officer and/or director of the corporation/Employer

25

Highway, Heavy and Utility Division-Indiana Constructors, Inc.-Labor Relations Division (ICI-LRD)  
FINAL 2  
DFagan  
March 10, 2017

The Employer shall be required to make contributions on behalf of such employees for at least a minimum of one hundred thirty-five (135) hours per month or, at the employee's election, actual hours worked in a month if greater than one hundred thirty-five (135).

Corporate officers, shareholders and their children will be exempt from this provision when they operate equipment doing bargaining unit work during an emergency such as fire, flood, or to save life or property.

The exemptions provided herein do not relieve the Employer from obligations of Paragraph 31 and Paragraph 44, Regular Assigned Engineers of this Agreement.

## INDIANA LABORERS AGREEMENT

Indiana Laborers 9-Local (#120, #204, #213, #274, #561, #645, #741, #795, #1112) Heavy, Highway and Railroad Construction Agreement 2017-2022

Article XIV Working Hours and Overtime Pay, Section 2:

**Section 2.** Employees shall be paid weekly and payment shall be in full for the payroll period. Payment shall be paid within six (6) days of the payroll period and shall be in cash or by check or by direct deposit as authorized in writing by each Employee. Each weekly pay shall be accompanied by a statement listing the name of the Employee and Employer, the date, number of hours worked, both straight and overtime, the monies deducted, and for what purpose said deductions were made. When an Employee is discharged or laid off permanently, he shall receive his pay at the time of being discharged or laid off. Should an Employee be required to wait for his pay, he shall receive four (4) hours pay at his regular rate of pay for each day he waits. Any Employee voluntarily quitting shall be paid at the next regular pay day. Provided, that nothing stated herein shall prohibit an Employer upon discharge or lay-off to pay an Employee with a "field" pay check not listing deductions. In such instances when a "field" payroll

14

check is utilized, the Employer shall mail to the Employee at the end of the pay period a statement noting the deductions and reasons therefore.

Should the aforementioned be violated, then it will not be considered a violation of this Agreement should a work stoppage occur for the purpose of enforcing the provision.

Article XIX Stewards, Section 4:

**Section 4.** In the event of a general lay-off by the Employer for any reason, the Steward shall be the first Employee recalled, unless the Employer needs an Employee who possesses specific skills that a Steward cannot perform. In that event, the Employer may recall another Employee and the Steward will be the second man recalled.

## Article XXII Safety

### ARTICLE XXII

#### SAFETY

**Section 1.** The Employer agrees to provide safe working conditions and practices as set forth in current safety standards in the construction industry.

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

## OPERATORS 181 AGREEMENT

IUOE Local 181 Highway, Heavy and Railroad Construction Agreement 2018 - 2023

Article 22 Pre-Job Conference, states in part:

**22. PRE-JOB CONFERENCE.** Every Employer who is or becomes a party to this Agreement shall notify the appropriate Referral Office of the Union prior to the performance of any work properly coming under the jurisdiction of the Operating Engineers on any project within the jurisdiction of the Operating Engineers on any project within the territorial jurisdiction of the Union, and the Employer shall inform the Union of the nature and classifications of Operating Engineers estimated to be required on the said project. The Employer shall meet with the Business Representative of the Union at a date, time, and place mutually agreeable for the purpose of holding a Pre-Job Conference. If an Employer wishes to request particular Key Operators for a project, it shall be discussed at the Pre-Job Conference. If, at a later date, work on said job or project is suspended for any length of time (such as winter months) or night shift is required, an additional Job Conference may be held, if requested, prior to the resuming of work or starting of night shift. In case of an emergency situation, the Employer may notify the Union of same, and the Employer and the Union may meet at a later date for the Pre-Job Conference. All Pre-Job Conferences shall be reduced to writing, on the form attached hereto as Exhibit A, and signed by both parties. At such Pre-Job Conference, the Employer shall make arrangements for the referral of employees to the project in accordance with the contractual referral provisions.

Article 29 Reporting Time, states:

**29. REPORTING TIME.** Employees shall report every work day unless otherwise notified by quitting time the previous day and shall receive two (2) hours pay at the applicable rate for reporting. If he starts work he shall be paid for four (4) hours, if on 8-hour shift schedule. If he works over four (4) hours, he shall be paid for eight (8) hours, unless due to inclement weather after the first four (4) hour period, then he shall be paid at the applicable rate for the actual hours worked, if on 8-hour shift schedule. If he works over five (5) hours, he shall be paid for ten (10) hours, unless due to inclement weather after the first five (5) hour period, then he shall be paid for the actual hours worked, if on 10-hour shift schedule. However, the employee may be required to remain on the job for all hours worked or paid for. If he reports for work, is sent home and called back the same day, he shall be paid for the full shift at the applicable rate. When an employee, who regularly operates a particular piece of equipment, is told not to report for work and the Employer subsequently determines to operate the equipment, the employee who was told not to report for work and who regularly operates the particular piece of equipment shall be given first chance to perform the work. If the equipment regularly assigned to an employee is operated by another employee, both employees shall be paid in accordance with the terms of this Agreement. In the event this employee is laid off, the provision of this article will remain in effect for a period of five (5) working days.

Article 30 Waiting Period, states:

**30. WAITING PERIOD.** The Employer may put employees "on call" due to inclement weather or suspension of work for a period not to exceed seven (7) calendar days. After such waiting period employees shall be deemed laid off and may report out of work to their respective referral office. It is hereby understood that this clause has no application to work suspension caused by labor disputes.

Article 42 Changing Machines, states:

**42. CHANGING MACHINES.** Any Operator capable of performing the work may be shifted by the Employer to any machine and back again to the original machine, provided the Operator is paid the rate of wages applicable to the highest classification of work performed by him during such shift. Any employee covered by this Agreement shall not be permitted to change to a machine that another employee covered by this Agreement has been employed to operate unless the latter has been discharged for just cause, and the Union has been notified of such discharge. However, if through no act or fault of the Employer, the regular assigned employee is not available for work, this clause shall not be operative. Changing employees from one machine to another shall not be used for the purpose of depriving another employee from additional hours or days of work. Provided, further, that the parties may by mutual agreement provide that the foregoing limitations are inapplicable due to project circumstances.



Article 44, Payday, states:

**44. PAYDAY.** When payday is established, the employees shall be paid on the job before quitting time of such payday. If the employee has to wait more than fifteen (15) minutes after quitting time to receive his pay, he shall be paid at the overtime rate of pay for such waiting time. If the employee has to travel to the company office after quitting time to receive his pay, he shall be paid two (2) hours of pay at the straight time rate for traveling to such office. If due to inclement weather or other reasons no work is available on payday, the employee shall report to work at starting time to receive his pay and receive two (2) hours time for reporting provided he has not been previously paid for such pay period. The employee must remain for the two (2) hours reporting time and be available for work unless he is sent home by the Employer or his representative. Employers shall pay, in full, all employees laid off indefinitely or discharged.

If for any reason, the Employer is not able to pay the discharged employee in accordance with the preceding Article, such employee may, at his option, demand that the Employer mail the check to him the following day or may make arrangements to pick up such check; provided, however, that if he picks up the check, he shall receive two (2) hours show up time pay.

## **OPERATORS 841 AGREEMENT**

IUOE Local 841 Highway, Heavy and Railroad Construction Agreement 2018 - 2023

Article 7 Classifications, Wages and Contributions, states in part:

L. No foreman or supervisor shall be allowed to operate, repair, or maintain any mechanical equipment when such operation takes the job of an employee covered by this agreement except when there are four (4) or less Engineers on a crew, then an Operating Engineer operating equipment on that crew may act as Foreman, provided however that the foreman designated be a member in good standing of Local 841, and shall be covered under the current fringe benefit package of this Agreement as outlined in Article 7. Provided, further, that the parties may by mutual agreement provide that the foregoing limitations are inapplicable due to project circumstances.

Foreman/Operating Engineer shall not be permitted to change to a machine that another employee covered by this Agreement has been operating unless the latter has been discharged for just cause, and the Union has been notified of such discharge, or in the event of reduction in force layoff for a minimum of three (3) consecutive working days.

Such individual, however, shall neither have the authority to nor shall they exercise any of the functions customarily exercised by supervisors within the meaning of the National Labor Relations Act. In no way shall such individual be deemed to be an agent of the Union.

All Operating Engineers employed in a supervisory capacity may be covered under the Wage and Fringe benefit package as outlined in Article 7.

Article 29 Payment of Wages, states:

#### **ARTICLE 29 - PAYMENT OF WAGES**

The employer shall pay all employees covered by this agreement weekly and the payment shall be in full for the payroll period. Payment shall be made within six (6) days of the close of the payroll period, but

not later than Friday, and shall be in cash or by check as mutually agreed upon by the Employer and the Operating Engineers Local 841. The employer may pay by Direct Deposit with written consent from the employee.

When an employee is laid off, he shall be paid in full at the payroll office on the job site, or by check mailed within twenty-four (24) hours, providing there is no payroll office set up on the job site, unless other arrangements are made at the pre-job conference. Employees who are discharged for just cause or who voluntarily quit of their own accord shall be paid in full at the close of the regularly scheduled payroll period in which they were terminated. Any employee shall receive two (2) hours additional pay for every day, excluding weekends and holidays that his check is late. If an employee is required to come back to the job site to pick up his check, he shall receive two (2) hours pay for doing so.

Each employee when paid shall receive a slip (check stub) showing the employee name, employer name, date of pay period, number of straight and overtime hours, his straight time hourly rate and all deductions and payments required by law or this Agreement.

### **Carpenters (IKORCC) Indiana Heavy and Highway Agreement**

Article VI, Working Hours and Overtime, states in part: ... "For any regular time lost during the week due to inclement weather or other circumstances beyond the employer's control, employees shall be allowed to work on Saturday on a voluntary basis up to eight (8) hours or not to exceed forty (40) hours per week at the regular straight time wage rate, except where one or more of the other crafts on the project receives overtime" ...

#### **ARTICLE VI WORKING HOURS AND OVERTIME**

- a) The regular working hours shall consist of eight (8) hours, to be worked between the hours of 6:00 A.M. and 5:30 P.M., unless otherwise mutually agreed upon, with thirty (30) minutes uninterrupted lunch period between the hours of 11:00 A.M. and 1:00 P.M. If the lunch period is worked, time and one-half (1 ½) shall be paid. The regular work week shall consist of five (5) consecutive days beginning Monday at 6:00 A.M. and ending Friday at the close of the regular work day except as provided below. All hours worked before the established starting time or after the established quitting time shall be paid at the rate of one and one-half (1 ½) times the regular rate of wages. In the event any other craft on the project receives two (2) times the regular rate of pay for all work over ten (10) hours in the standard work day, the Carpenters will receive the same. For any regular time lost during the week due to inclement weather or other circumstances beyond the employer's control, employees shall be allowed to work on Saturday on a voluntary basis up to eight (8) hours or not to exceed forty (40) hours per week at the regular straight time wage rate, except where one or more of the other crafts on the project receives overtime at one and one half (1 ½) times the regular rate of pay because Saturday is not a make-up day for the other craft, then the Carpenters will be granted the same. Times listed herein shall be the prevailing time zone at the job site.
- b) An Employer will be entitled to elect overtime on an alternative basis in accordance with this section. An Employer on April 1<sup>st</sup>, November 1<sup>st</sup> and on the commencement of a particular job, shall be able to elect for each job, option (1) or (2) of this section and once (1) or (2) is elected, such Employer must pay overtime in accordance with the elected option until the next election date.

Article XI General Provisions, states in part:

**ARTICLE XI  
GENERAL PROVISIONS**

- a) The Employer shall pay carpenters weekly and the payment shall be in full for the payroll period. Payment shall be made within six (6) calendar days of the payroll period and may be in cash, or by check or direct deposit as authorized by each employee to a bank of the employee's choice and as mutually agreed upon by the Employer and the Union. Provided, however, if employees covered by this Agreement are discharged for any reason or laid off for an indefinite period, they shall be paid in full for all wages due at the time of discharge or lay off. Proper deduction slips shall accompany any pay for employees.

All employees to be discharged shall be given one (1) hour notice and sufficient time to gather tools and personal belongings before regular quitting time.

*Special thanks go to the Michigan Infrastructure & Transportation Association for compiling the H.R. 6201 information.*