

AGREEMENT

Between

**DANELLA LINE SERVICES
COMPANY, INC.**

--- and ---



TEAMSTERS LOCAL UNION 326

July 1, 2016 – June 30, 2019

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AGREEMENT

AGREEMENT made this 1st day of July 2016, and between DANELLA LINE SERVICES COMPANY, INC., Delaware - Based Locations (hereinafter referred to as the "Employer") and TEAMSTERS LOCAL UNION NO. 326, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union").

WITNESSETH:

Whereas, the parties hereto desire to establish, maintain and regulate the standards of hours of labor, rates of pay and all other terms and conditions of employment under which certain of the employees of the Employer shall work for the Employer; and

Whereas, the parties hereto desire to establish, maintain and regulate the mutual relations between Employer and such employees and the Union, with a view of promoting harmonious cooperation between them so as to avoid conflicts;

Whereas, the parties hereto recognize that the Employer is virtually the sole unionized company among the companies who are presently competing for work in this specialized industry.

Now, therefore, in consideration of the mutual covenants herein contained, and intending to be legally bound hereby, the parties hereto mutually agree, as follows:

ARTICLE 1

OPERATIONS COVERED

Section 1 – This Agreement shall apply to all aerial and underground construction work, including directional boring, which is performed by Danella Line Services Company, Inc. for the communications, power, water, gas and utility industries including restoration for their distribution networks within cities, towns, sub-divisions thereof, and suburban and rural areas and/or private property boundaries.

Section 2 – The execution of this Agreement on the part of the Employer shall cover all employees of the Employer in the bargaining unit at any existing locations of the Employer within the jurisdiction of the Union signatory to this Agreement.

ARTICLE 2

UNION RECOGNITION

Section 1 – Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all hourly field employees except for those who are supervisors as defined by the National Labor Relations Act as amended.

Section 2

- (a) The Employer has full right to hire new employees. New employees, who are recognized as probationary during ninety (90) calendar days after they are first employed, shall, after thirty (30) days following their employment or the effective date of this Agreement, whichever is the later, become and remain members in good standing of the Union as a condition of continued employment. Any present employees, covered by this Agreement, if any, who are not as yet members of the Union, shall become members of the Union thirty (30) days after the date of their employment, or the effective date of this Agreement, whichever is the later, at the expiration of which time, they shall become and remain members in good standing as a condition of continued employment.
- (b) During a new hire's probationary period, the Employer shall be the sole judge of whether the employee is acceptable or competent to perform the work required.
- (c) Employer, immediately upon the employment of new employees shall notify the shop steward and the Union, of the employment of any person, who, under this Agreement, is required to be a member of the Union. The Employer, on or before June 30th of each year and then semi-annually thereafter, will provide the Union with a list of the most current names, seniority date, addresses, telephone numbers and hourly rates of pay available to the Employer of all bargaining unit members. Upon written notice from the Union that any employee who has been employed for more than thirty (30) days has failed to tender the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership and has been properly notified by Union, Employer agrees to discharge such employee within seven (7) days after receipt of written notice from a properly authorized official of the Union. Employer may not discharge or discipline for the purpose of evading this Agreement or discrimination against Union members.

Section 3 – The Employer's authority and right of management in the operation of its business is unlimited except as it may be specifically waived or restricted by the express provisions of this Agreement.

Section 4 – Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority and without pay or other benefits to any employee designated by the Union in writing to Employer to act as an elected Union Officer, Business Agent, or Organizer, or a delegate to attend a labor convention.

ARTICLE 3

CHECK-OFF

Section 1 – Employer agrees to deduct the employee's initiation and union membership dues monthly from the wages of each employee who has given proper authorization for such deduction by means of a written assignment to Employer. Employer agrees to pay to the Financial Secretary of the Union, within ten (10) days of such deduction, all monies deducted in accordance with the provisions of this Agreement, accompanied by a report, or a form prescribed and furnished by the Union, listing from whom and in what amount such monies have been deducted. The Employer also agrees to deduct monies for D.R.I.V.E. when an authorization from employee has been submitted.

Section 2 – Union agrees to save Employer harmless from any action growing out of these deductions commenced by any employee against Employer, and assumes full responsibility for the disposition of the funds so deducted once they have been paid to the Financial Secretary of the Union.

ARTICLE 4

STEWARD

Section 1 – Employer recognizes the right of the Union to designate a Steward from the Employer's seniority list.

Section 2 – The authority of the Steward so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances to Employer or designated Company representative, in accordance with the provisions of this Agreement.
2. The transmission of such messages and information which shall originate with and are authorized by the Union, or its officers, provided such messages and information:
 - (a) have been reduced in writing;

- (b) if not reduced in writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with Employer's business.

Section 3 – The Steward's activities referred to in Section 2 shall not be performed in such fashion as to unreasonably conflict with his work duties. Steward shall be permitted to investigate, present and process grievances without loss of time or pay. The Steward has no authority to take strike action, or any other action interrupting the Employer's business. The Employer recognizes these limitations upon the authority of job Stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop Steward has taken unauthorized strike action, slow-down, or work stoppage in violation of this Agreement.

Section 4 – Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement.

Section 5 – If it shall be necessary for Employer to lay-off employees because of lack of business, the Steward shall be the last employee to be laid off in his classification, and under no circumstances shall Employer discriminate against a Steward because of his activities as such.

ARTICLE 5

NON-DISCRIMINATION

Neither the Employer nor the Union shall discriminate against any employee because of his or her race, religion, color, age, sex or place of national origin, as prescribed by the Civil Rights Act of 1964, as amended, and the Age Discrimination Employment Act of 1967, as amended.

ARTICLE 6

NO STRIKE/NO LOCKOUT

It is mutually agreed that there shall be no lockout, strike, slow-down or interference with work for any cause whatsoever during the period of this Agreement.

ARTICLE 7

SAFETY

Safety and quality are of utmost importance, therefore, safety regulations will be followed in accordance with the Company policy.

ARTICLE 8

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1 – Grievances, disputes or differences of opinion between the Employer and employees shall be settled on the job wherever possible; provided that such settlements shall not vary any of the wages, terms or conditions of this Agreement.

Section 2 – If a grievance, dispute or difference of opinion cannot be settled on the job, then the Steward shall refer it to the appropriate Local Union representative, and Employer's supervisory personnel shall refer it to Employer's executive personnel. These parties shall immediately make every effort to settle the grievance, dispute or difference of opinion.

Section 3 – Except as set forth hereinabove, any and all matters of dispute, difference, disagreement, or controversy of any kind or character between Union and Employer involving or relating to the interpretation, construction or applications of the terms of this Agreement, and the relations between the parties arising during the term of this Agreement or any renewal thereof, which cannot be settled by the grievance procedure set out hereinabove, shall be settled by the arbitration steps set forth below.

Section 4 – If the disposition of the grievance is not satisfactorily reached within ten (10) days after the meeting in Section 2 above, the parties, by mutual consent, can request the intervention of a Pennsylvania State Mediator for possible resolution. Either party is free to reject the recommendation of the Mediator and request arbitration.

Section 5 – If arbitration is necessary, the grievance shall be reduced to writing, and this matter will be referred to an impartial arbitrator selected through the American Arbitration Association *for expedited arbitration* within ten (10) days after the meeting in Section 2 above or the meeting with the State Mediator in Section 4 above. The decision of the arbitrator shall be final and binding on both parties. The cost of the arbitrator and related fees will be shared equally by both parties. Expenses for witnesses shall be paid by the party producing the witnesses. The authority of the arbitrator shall be limited solely to

interpreting the express provision of this Agreement, and he shall have no authority to modify, subtract from, or add to any of the provisions in this Agreement or to give any decision inconsistent with the terms and conditions of this Agreement.

ARTICLE 9

HEALTH & WELFARE AND LIFE INSURANCE

Section 1 – The Employer will contribute to the Health & Welfare Fund in the manner described in the sections below.

Section 2 – Contribution Rates

- (a) Effective **July 1st, 2016**, the Employer shall contribute into the Teamsters Health & Welfare Fund the sum of **(\$8.6975) per hour** for each hour worked or compensated pursuant to the terms of this Agreement, for which payment has been made, not to exceed a maximum of eight (8) hours per day, or forty (40) hours per week.

However, when employees are working four ten-hour shifts, the hourly Health & Welfare contributions will be made for all hours worked, not to exceed a maximum of ten (10) hours per day, or forty (40) hours per week.

- (b) Effective **July 1st, 2017**, the hourly contribution rate by the Employer shall be increased in such amounts as the Fund Trustees may determine to maintain the benefit programs at the levels in effect as of the date of the contribution increase not ***to exceed (10%) of the hourly contribution rate in effect as of July 1st, 2016.***
- (c) Effective **July 1st, 2018**, the hourly contribution rate by the Employer shall be increased in such amounts as the Fund Trustees may determine to maintain the benefit programs at the levels in effect as of the date of the contribution increase not ***to exceed (10%) of the hourly contribution rate in effect as of July 1st, 2017.***

Section 3 – The contributions referred to above shall cover health, welfare and life insurance benefits.

Section 4 – Contributions shall be made as set forth in Section 2 above for each hour worked or compensated for each regular, non-probationary employee covered by this Agreement.

Once an employee completes his/her ninetieth (90th) calendar day of employment (and hence is no longer on probation), the Employer will commence the hourly contributions into the Teamsters Health & Welfare Fund. For the month in which the employee's ninetieth (90th) calendar day of employment has been reached, the Employer will contribute for not less than fifteen (15) days at the rate of eight (8) hours per day. Flagger hired after the ratification date of this contract will have contributions made into the Teamsters Health & Welfare Fund after twelve (12) months from their hire date.

Section 5 – The sums required by Section 2 above shall be remitted monthly to the Teamsters Health & Welfare Fund of Philadelphia, Pennsylvania and Vicinity (hereinafter referred to as the Fund). Such monthly payments shall be submitted to the Fund on or before the 28th day of the month following the month in which these monies were accrued.

Section 6 – In addition to the payments made by the Employer into the Teamsters Health & Welfare Fund under Section 2, the Employer will make payment into the said Fund on behalf of any regular, non-probationary employee who does not qualify for benefits because of lack of sufficient contribution, in the event such employee makes application and is otherwise eligible for such benefits.

This additional payment will be made only for those employees who have been on the Employer's seniority list for at least one (1) year. The total number of additional day's contributions shall not exceed thirty (30) days in any calendar year for any employee. For purposes of this calculation, a day's contribution is an amount equal to eight (8) times the hourly Health & Welfare contribution rate as set forth in Section 2 above.

Section 7 – If a full time seniority person is absent because of illness or off-the-job injury for two (2) consecutive weeks, the Employer shall make the required contributions from the first day of impairment not to exceed a maximum of four (4) weeks.

ARTICLE 10

HOURS OF WORK

The normal workweek shall run between Monday and Saturday. Each employee shall be entitled to a daily-unpaid lunch period of thirty (30) minutes to be established by the Employer. The daily work shift shall begin and end at the jobsite location. If the employee so opts, he may elect to report to the Employer's shape-up yard in the event free transportation is available to and from the actual job location.

ARTICLE 11

SHIFT PREMIUM

There will be a "swing shift" premium of \$0.50 per hour. A "swing shift" is an eight (8) hour shift, which begins after 4:00 PM on a given day.

ARTICLE 12

OVERTIME WAGE PREMIUM

All work performed by an employee after ten (10) hours worked in any given day or after forty (40) hours worked in any given week shall be paid at the rate of time and one-half his regular hourly pay rate. There will be no "pyramiding" of overtime pay premiums.

All work performed by an employee on a named holiday under this Agreement shall be paid at the rate of double time pay. All work performed by an employee on Sunday shall be paid at the rate of time and one-half (1½) of his/her regular hourly rate.

It is recognized by both parties that due to the nature of the Employer's operation, employees will be required to work overtime when requested.

When the need for overtime becomes available for Saturday and Sunday, it will be assigned as a general rule to those employees performing the work for the customer during the week preceding the Saturday/Sunday need. Any other employee seeking possible work for the upcoming Saturday/Sunday must sign up on the Posted Sheet by 7:00 AM on the Friday Preceding the Saturday/Sunday in question. If there are unfilled slots available, selections for the remaining openings shall be made in accord with the seniority within the needed job classifications (e.g. laborer) and possession of special skills, if needed. Signees will be notified by 4:00 PM on Friday if they will be working on Saturday or Sunday.

ARTICLE 13

HOLIDAYS

The following are holidays under this Agreement:

New Year's Day
Memorial Day
July 4th

Labor Day
Thanksgiving Day
Christmas Day

New employees hired will not become eligible for holiday pay until the employee first completes his/her first anniversary year of employment. An employee will be entitled to receive the one (1) paid holiday, provided that the employee works the Employer's scheduled workday immediately preceding the holiday and the Employer's scheduled workday immediately following the holiday. If an employee reports for work as scheduled on the workday before and the workday after the named holiday, and work is canceled (e.g. due to inclement weather) on either of these days, then said employee will be paid for the holiday. Any employee with one (1) year of seniority shall be entitled to receive two (2) paid personal holidays each contract year. In this regard, an employee must give the Employer at least one (1) week's advance notice of such request for the personal holiday.

In the event that the Employer grants a vacation day on the Employer's scheduled workday immediately preceding the holiday and/or the Employer's scheduled workday immediately following the holiday, then the employee who is otherwise qualified to receive holiday pay will receive holiday pay.

ARTICLE 14

VACATIONS

Any employee who has been within the Employer's employ for a period of one (1) year from the date of his hire and who shall have worked a minimum of 1650 hours in the year previous to his anniversary date shall be eligible for one (1) week of vacation with pay for forty (40) hours.

Any employee who has been within the Employer's employment for a period of six (6) years from the date of his hire and who shall have worked a minimum of 1650 hours in the year previous to his anniversary date shall be eligible for two (2) weeks vacation with pay for eighty (80) hours.

Any employee who meets the above anniversary requirements and has worked less than 1650 hours shall be eligible for a pro-rated vacation time as determined by the following formula:

Actual hours worked multiplied by two percent (2%). For example, if John Doe has worked 1600 hours, his vacation time is 32 hours.
(1600 X .02 = 32)

All vacation requests must be submitted in writing to the Employer for approval at least one (1) month in advance of the requested date.

Vacation days can be used as single days with one (1) month's prior written notice and approval by the Employer dependent upon the Employer's operational needs.

ARTICLE 15

RATES OF PAY

Section 1 – Employees shall not be paid less than the minimum hourly wage rates applicable to each classification as set forth in Section 2 of this Article 15:

- (a) Each employee will be classified in one of the classifications as set forth in Section 2 of this Article 15.
- (b) Each employee shall receive yearly hourly rate increases in accordance with the effective dates and corresponding hourly wage rate brackets as set forth in Section 3 of this Article 15.
- (c) Nothing in this Agreement shall prohibit discretionary additional hourly increases.
- (d) Any employee paid an hourly rate, which exceeds the minimum rates, shall not be reduced in the hourly rate and any excess shall become a fixed part of that employee's hourly rate.
- (e) When an employee performs work in a higher rated classification for a minimum of four (4) hours, the employee shall receive the higher rate of pay for the entire day in which such work is performed. When an employee performs work in a lower rated classification, the employee shall receive their regular rate of pay for all such lower rated work performed.

Section 2 – Minimum Wage Rate Levels for Employees –To Be inserted

CLASSIFICATION	Effective 7/1/16	Effective 7/1/17	Effective 7/1/18
FOREPERSON	\$21.91	\$22.46	\$23.02
INSTALLER/SERVICE CUTS	\$20.61	\$21.13	\$21.65
Senior Trainee (3 rd 1000 hours)	\$18.69	\$19.16	\$19.64
Senior Trainee (2 nd 1000 hours)	\$17.40	\$17.84	\$18.29
Senior Trainee (1 st 1000 hours)	\$16.76	\$17.18	\$17.61

CLASSIFICATION	Effective 7/1/16	Effective 7/1/17	Effective 7/1/18
LINE-PERSON	\$20.61	\$21.13	\$21.66
Senior Trainee (3 rd 1000 hours)	\$18.69	\$19.16	\$19.64
Trainee (2 nd 1000 hours)	\$18.69	\$19.16	\$19.64
Trainee (1 st 1000 hours)	\$16.76	\$17.18	\$17.61
CABLE SPLICER	\$20.61	\$21.13	\$21.65
Senior Trainee (3 rd 1000 hours)	\$19.33	\$19.82	\$20.32
Trainee (2 nd 1000 hours)	\$18.03	\$18.48	\$18.94
Trainee (1 st 1000 hours)	\$17.38	\$17.81	\$18.26
EQUIPMENT OPERATOR (e.g. large plow, pippin type machine, cable salvage machine)	\$20.61	\$21.13	\$21.65
Trainee (2 nd 1000 hours)	\$18.69	\$19.16	\$19.64
Trainee (1 st 1000 hours)	\$18.03	\$18.48	\$18.94
WINCH TRUCK OPERATOR TRUCK DRIVER GROUND-HAND/LABORER/ SMALL EQUIPMENT HANDLER (e.g. trenchers, maxi and mini sneakers and boring machines)	\$17.77 \$17.13 \$16.48	\$18.21 \$17.56 \$16.89	\$18.67 \$18.00 \$17.31
LABORER II	\$11.55	\$11.84	\$12.14
After 12 months Laborer goes to rate	\$14.32	\$14.68	\$15.05
FLAGPERSON (in-house only)	\$9.24	\$9.47	\$9.70
After 12 months Flagger goes top rate	\$11.40	\$11.69	\$11.98
RESTORATION CREWS			
Truck Driver	\$17.40	\$17.84	\$18.29
Groundhand/Laborer	\$16.76	\$17.18	\$17.61

CLASSIFICATION	Effective 7/1/16	Effective 7/1/17	Effective 7/1/18
FOREPERSON-GAS CERTIFIED	\$23.02	\$23.60	\$24.19
GAS MECHANIC-GAS CERTIFIED	\$20.48	\$21.00	\$21.53
GAS MECHANIC-GAS CERTIFIED (3 rd 1000 hour)	\$18.46	\$18.92	\$19.39
GAS MECHANIC-GAS CERTIFIED (2 nd 1000 hour)	\$17.31	\$17.74	\$18.18
GAS MECHANIC-GAS CERTIFIED (1 st 1000 hour)	\$16.74	\$17.16	\$17.59

All classifications include driving responsibilities.

Section 3

- (a) ***Effective July 1st, 2016, all employees shall receive a two percent (2%) hourly increase:***
- (b) ***Effective July 1st, 2017, all employees shall receive a two percent (2.5%) hourly increase:***
- (c) ***Effective July 1st, 2018, all employees shall receive a two percent (2.5%) hourly increase:***

ARTICLE 16

WORK RULES

All employees will follow the Employer's Rules and Regulations as described and outlined in the Employer's Manual. A copy of all work rules will be sent to the Local Union.

ARTICLE 17

PREPAREDNESS TO WORK

Each employee is expected to report for work equipped with his company-issued hard hat, and to be properly attired to perform his work duties in a safe and efficient manner. ***And additional safety equipment provided by the Company.***

ARTICLE 18

SENIORITY

Section 1 – Seniority shall prevail, except as specifically delineated in this Agreement.

Section 2 – Definition

1. Bargaining unit seniority is defined as the length of time an employee has been continuously employed in any capacity by the Employer.
2. An employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her most recent hiring.
3. No employee may receive more than one (1) year of credit for each year of service.
4. In the event of a tie in seniority, determination will be by date of hire or, if necessary, by lottery.
5. The past practice regarding creation of work crews shall prevail (ie. Merging Delaware and Pennsylvania employees).

Section 3 – Seniority shall be broken when an employee:

1. Quits, resigns or takes a job elsewhere when his/her regular work is available;
2. Is discharged for just cause;

3. Is laid-off for eighteen (18) months.

Section 4 – Lay-off – If it becomes necessary to reduce the Employer's work force for any reason, the following shall apply:

- (a) Reduction in force shall be by classification and qualifications in reverse order of bargaining unit seniority.
- (b) Probationary employees within the classification, unless they possess the needed qualifications, shall be the first ones affected.
- (c) Employees scheduled to be laid-off in a classification may use bargaining unit seniority to displace the least senior employee in the same or lower classification, provided they possess the needed qualifications to perform that job. The pay rate shall be paid at the new classifications pay rate.
- (d) No new appointments, temporary employees substitutes shall be used to fill vacancies or perform any bargaining unit work while there is a laid-off employee available to fill such vacancy.
- (e) The Company will not hire any new employee(s) to fill a bargaining unit position while there is a laid-off, qualified employee available to fill that position from either Local 326 or Local 384 seniority lists.
- (f) The Employer must notify the Steward in writing of all new hires prior to them starting work.
- (g) Failure of the Employer to post vacancies in accordance with section (5) below; Shall be subject to loss wages and damages through the grievance procedure if the claim of the Union is upheld for failure to post vacant bids or positions.

Section 5 – Vacancies

- (a) A vacancy shall be defined as any employment classification or any position covered by this Agreement that is not presently being filled by virtue of an employee's retirement, resignation, termination or promotion to a higher rated bargaining unit classification other than reduction in force. Additionally, a vacancy shall also include any newly created employment classifications, which involved the performance of work similar to that performed by members of the bargaining unit.
- (b) Notice of any existing vacancy shall be posted on the Union bulletin board at the worksite. Said notices will also be sent to the steward.

- (c) Those employees who wish to apply for said open jobs should notify the Employer.
- (d) All vacancies will be filled as soon as possible after the expiration of the official position posting. Vacancies will be filled based on the skill and ability of the applicants.
- (e) If no employee applies for any specific job opening, or if no employee agrees to be recalled to any specific job opening, the Employer may recruit externally to fill the job.

Section 6 – Any employee on the seniority list who is absent because of illness or injury shall continue to accrue seniority during such absence.

Section 7 – Within thirty (30) calendar days after signing this Agreement and semiannually thereafter, the Employer shall post seniority lists in a conspicuous place and shall mail a copy to the chief steward. The list shall consist of the employees covered by this Agreement arranged according to their bargaining unit seniority. Semi-annually thereafter, the Employer shall mail to the Union a master bargaining unit seniority list comprised of all the employees with start dates, addresses and phone numbers and their hourly rates, currently available to the Employer, covered under this Agreement.

ARTICLE 19

PENSION

Section 1 – Beginning in the year 2014, The Employer will make contributions on behalf of the employees to the Teamsters National 401(k) Savings Plan. These contributions will be made at a designated amount for each hour worked. The maximum Employer contribution for any employee will be \$2,000.00 per contract year. The amount of the hourly contribution for each employee will depend upon two criteria: first, the employee's listed job classification; and, second, his/her total number of hours worked in the Employer's employ.

Section 2 - CONTRIBUTION AND ALLOCATION

FORMULA FOR DETERMINING EMPLOYER'S CONTRIBUTION

- (a) The Employer will make a designated Pension Contribution. The maximum Employer contribution for each covered employee will be \$2,000.00 per contract year. The contribution will be made on the basis of the below listed hourly contributions for each hour worked.

Contribution For Each Hour Worked:			
	July 1, 2016	July 1, 2017	July 1, 2018
FOREMAN	\$1.00	\$1.00	\$1.00
INSTALLER/SERVICE CUTS	\$1.00	\$1.00	\$1.00
4 th 1000 hours (3,001 – 4,000)	\$0.75	\$0.75	\$0.75
3 rd 1000 hours (2,001 – 3,000)	\$0.50	\$0.50	\$0.50
2 nd 1000 hours (1,001 – 2,000)	\$0.25	\$0.25	\$0.25
1 st 1000 hours (0 – 1,000)	\$0.00	\$0.00	\$0.00
LINEMAN	\$1.00	\$1.00	\$1.00
4 th 1000 hours (3,001 – 4,000)	\$0.75	\$0.75	\$0.75
3 rd 1000 hours (2,001 – 3,000)	\$0.50	\$0.50	\$0.50
2 nd 1000 hours (1,001 – 2,000)	\$0.25	\$0.25	\$0.25
1 st 1000 hours (0 – 1,000)	\$0.00	\$0.00	\$0.00
CABLE SPLICER	\$1.00	\$1.00	\$1.00
4 th 1000 hours (3,001 – 4,000)	\$0.75	\$0.75	\$0.75
3 rd 1000 hours (2,001 – 3,000)	\$0.50	\$0.50	\$0.50
2 nd 1000 hours (1,001 – 2,000)	\$0.25	\$0.25	\$0.25
1 st 1000 hours (0 – 1,000)	\$0.00	\$0.00	\$0.00
Contribution For Each Hour Worked:			
	July 1, 2016	July 1, 2017	July 1, 2018
EQUIPMENT OPERATOR	\$1.00	\$1.00	\$1.00
4 th 1000 hours (3,001 – 4,000)	\$0.75	\$0.75	\$0.75
3 rd 1000 hours (2,001 – 3,000)	\$0.50	\$0.50	\$0.50
2 nd 1000 hours (1,001 – 2,000)	\$0.25	\$0.25	\$0.25
1 st 1000 hours (0 – 1,000)	\$0.00	\$0.00	\$0.00
WINCH TRUCK OPERATOR	\$1.00	\$1.00	\$1.00
4 th 1000 hours (3,001 – 4,000)	\$0.75	\$0.75	\$0.75
3 rd 1000 hours (2,001 – 3,000)	\$0.50	\$0.50	\$0.50
2 nd 1000 hours (1,001 – 2,000)	\$0.25	\$0.25	\$0.25
1 st 1000 hours (0 – 1,000)	\$0.00	\$0.00	\$0.00
TRUCK DRIVER	\$1.00	\$1.00	\$1.00
4 th 1000 hours (3,001 – 4,000)	\$0.75	\$0.75	\$0.75
3 rd 1000 hours (2,001 – 3,000)	\$0.50	\$0.50	\$0.50
2 nd 1000 hours (1,001 – 2,000)	\$0.25	\$0.25	\$0.25
1 st 1000 hours (0 – 1,000)	\$0.00	\$0.00	\$0.00
GROUNDHAND/LABORER/ SMALL EQUIPMENT HANDLER (e.g. TRENCHERS, MAXI AND MINI SNEAKERS AND BORING	\$1.00	\$1.00	\$1.00

MACHINES			
4 th 1000 hours (3,001 – 4,000)	\$0.75	\$0.75	\$0.75
3 rd 1000 hours (2,001 – 3,000)	\$0.50	\$0.50	\$0.50
2 nd 1000 hours (1,001 – 2,000)	\$0.25	\$0.25	\$0.25
1 st 1000 hours (0 – 1,000)	\$0.00	\$0.00	\$0.00
LABOROR II	\$1.00	\$1.00	\$1.00
4 th 1000 hours (3,001 – 4,000)	\$0.75	\$0.75	\$0.75
3 rd 1000 hours (2,001 – 3,000)	\$0.50	\$0.50	\$0.50
2 nd 1000 hours (1,001 – 2,000)	\$0.25	\$0.25	\$0.25
1 st 1000 hours (0 – 1,000)	\$0.00	\$0.00	\$0.00
FLAGPERSON (IN-HOUSE ONLY)	\$0.50	\$0.50	\$0.50
2 nd 1000 hours (1,001 – 2,000)	\$0.25	\$0.25	\$0.25
1 st 1000 hours (0 – 1,000)	\$0.00	\$0.00	\$0.00
RESTORATION CREWS - Truck Driver	\$0.50	\$0.50	\$0.50
2 nd 1000 hours (1,001 – 2,000)	\$0.25	\$0.25	\$0.25
1 st 1000 hours (0 – 1,000)	\$0.00	\$0.00	\$0.00
Gas Mechanic/Certified	\$1.00	\$1.00	\$1.00
4 th 1000 hours (3,001 – 4,000)	\$0.75	\$0.75	\$0.75
3 rd 1000 hours (2,001 – 3000)	\$0.50	\$0.50	\$0.50
2 nd 1000 hours (1,001 – 2,000)	\$0.25	\$0.25	\$0.25
1 st 1000 hours (0 – 1,000)	\$0.00	\$0.00	\$0.00

ARTICLE 20

FUNERAL LEAVE

In order to be eligible to qualify for funeral leave pay, the employee must first attain his *first* anniversary of employ. In case of death of such employee's spouse, mother, father, sister, brother or legitimate children, such employee shall be allowed not more than three (3) days off with pay for the express purpose of attending services for the deceased. However, if it is necessary for the employee to travel over two hundred miles round trip to the place of funeral, an additional day with pay will be allowed. An employee shall be paid for such days off if any of such days occur during the employee's regularly scheduled workweek and he would have had work opportunity during such days. If the days or any of them occur while the employee is otherwise compensated or while unable to work because of illness or injury, the employee shall not be paid for such day or days.

In case of death of an employee's mother-in-law or father-in-law, such employee shall be allowed not more than one (1) day off with pay, for the express purpose of attending services for the deceased. However, if it is

necessary for the employee to travel over two hundred miles round trip to the place of funeral, an additional day with pay will be allowed. An employee shall be paid for such day(s) off provided the day is a regular work day and the employee would have had work opportunity on this day. Under no circumstances shall the provision of this Section result in an increase in an employee's normal earnings.

ARTICLE 21

MOST FAVORED NATION

With respect to the type of work covered by this Agreement, the Union agrees that if it enters into any contract, agreement, understanding, condition or modification of this Agreement with any Employer, other than Danella Line Services Company, operating within the geographical area covered by this Agreement which contains a term or terms regarding wages, hours or other terms and conditions of employment that are more favorable to that Employer than are the terms of this Agreement, such terms of that contract, agreement, understanding, condition or modification of this Agreement shall, at the option of this Employer, be applicable to and incorporated into this Agreement, superseding any less favorable terms of this Agreement. In an effort to aid in the enforcement of this Article, it is further understood and agreed that all contracts, agreements, understandings, conditions or modifications of this Agreement between the Union and any Employer operating within the geographical area covered by this Agreement and working with the "scope" as defined in Article 1 hereof shall upon request be made available to the Employer within ten (10) days. This clause shall in no way be construed as limiting the right of the Union to negotiate different terms with any other Employers.

ARTICLE 22

PROTECTION OF RIGHTS

Employer shall not have the right to discharge or discipline any employee in the event the employee refuses to enter upon any property whereby the employee would be required to cross a lawful primary picket line.

ARTICLE 23

MISCELLANEOUS

Item 1 – Out-of-Town Inclement Days:

On the second day of no work due to inclement weather conditions, the covered employee will be guaranteed pay for two (2) hours. If the employee is directed to go to work, the employee will be guaranteed no less than four (4) hours of pay.

Item 2 – Five County Jobsites:

The driver shall not be paid in excess of one (1) hour per day for travel time.

Item 3 – Paperwork Function:

Except on T&M (Time and Material) crews, the employee to whom the paperwork function is assigned will be paid for an additional fifteen (15) minutes per work day to complete the requisite paperwork.

Item 4 – Construction of Agreement:

Words used in the masculine shall be read and construed in the feminine where applicable. Wherever required, the singular of any word used in this Agreement shall include the plural, and the plural may be read in the singular.

Item 5 Travel:

Effective as of July 1st, 2016 per diem per day shall be increased by to thirty-dollars (\$30.00) per day.

Item 6: Show up Time

Unless an employee is given appropriate notice not to report to work on a scheduled work day, the employee shall be entitled to one hour show up time for reporting to the shop or job site. The parties will agree on method of notification, employees should when possible have access to emails and provide the address to the company. A minimum of one hour notice shall be given to employees.

ARTICLE 24
SAVINGS AND SEPARABILITY

The parties to the Agreement believe that it complies with existing law. Accordingly, it is agreed that nothing contained in this Agreement shall require Employer or Union to do anything which violates the law. The parties agree that all of the clauses of this Agreement shall be severable. Any clause which may be prohibited by, invalid under, or in contravention of any operable Federal or State law or under which Employer or Union is required to do any act in contravention of any Federal or State law shall be null and void, but in such event, the remaining clauses shall continue in full force and effect for the term of the Agreement and any renewal thereof. The parties agree in good faith to attempt to replace any such null and void clauses with a clause which conforms with the law. The parties further agree that if during the term of this Agreement, or any renewal thereof, any such null and void clause becomes legal or permissible by legislative enactment, a subsequent decision of the courts, or otherwise, such null and void clause shall automatically again become part of this Agreement.

ARTICLE 25
TERM OF AGREEMENT

Section 1 – *This Agreement shall be effective from July 1st, 2016 to June 30th, 2019.* This Agreement shall not be opened, altered, changed or modified during the said period for any reason whatsoever except by mutual consent in writing and as provided in Section 2 below. Unless either party shall give notice in writing by registered mail, to the other, at least ninety (90) days before the final expiration of this Agreement of an intention to change any or all of the terms of this Agreement, than all of the terms and conditions of this Agreement shall continue in full force and effect for an additional period of one (1) year and thereafter from year to year until said ninety (90) day notice in writing shall have been given by either party to the other prior to the June 30th anniversary day of any given year. Negotiations for a new Agreement shall be set up within a reasonable time after receipt of said notice.

Section 2 – In the event that negotiations for a new Agreement be continued beyond the termination period of the existing Agreement, the terms and conditions of the existing Agreement shall be adhered to until final agreement is reached.

TEAMSTERS LOCAL UNION NO. 326

BY: Joseph W. Smith, Jr.
President / Business Agent

DANELLA LINE SERVICES COMPANY, INC.

BY: Robert Brust
Vice-President



AGREEMENT

BETWEEN

TEAMSTERS LOCAL UNION NO. 326

AND

DANELLA LINE SERVICES COMPANY, INC.

DELAWARE BASED EMPLOYEES SUPPLEMENT

July 1, 2016 to June 30, 2019

**GENERAL TEAMSTERS
LOCAL UNION NO. 326
New Castle, Delaware**

OFFICERS

Joseph W. Smith, Jr. - President/Business Agent

Paul A. Thornburg - Secretary-Treasurer/Business Agent

Leonard E. McCartney, Jr. - Vice-President/Business Agent

Warren F. Schueler, Jr. - Recording Secretary

TRUSTEES

Richard L. Gibbons, Jr.

Paul R. Bishop

Gene Pytko