

9648

**AGREEMENT
BETWEEN**

EnCon Arizona, LLC. d/b/a TPAC

AND

**International Union of Operating Engineers, Local 428, AFL-CIO &
General Teamsters (Excluding Mailers) State of Arizona, Local 104, an Affiliate of the
International Brotherhood of Teamsters**

Term: November 1, 2017 through October 31, 2020

4/24/17

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ARTICLE 1
LABOR AGREEMENT

1.1

THIS AGREEMENT, made and entered into on this ("Effective Date"), by and between the EnCon Arizona, LLC, doing business as TPAC, hereinafter referred to as the "COMPANY OR EMPLOYER" and the International Union of Operating Engineers, Local 428, AFL-CIO & General Teamsters (Excluding Mailers) State of Arizona, Local 104, an Affiliate of the International Brotherhood of Teamsters hereinafter referred to as the "UNION."

1.2

Except as specified in this Agreement, the Company, the Union and the Company's employees (who are represented by the Union), are not waiving any rights, which exist under the National Labor Relations Act to bargain over employee's wages, hours, and working conditions.

1.3

The Union, having requested recognition as a Section 9(a) representative of the employees covered by this agreement, and having offered to demonstrate or having demonstrated through authorization cards that it has the support of the employees to serve as such representatives, the contractor hereby recognizes the Union as the Section 9(a) representative of the employees.

Based upon evidence presented to the contractor by the Union which evidence demonstrates, that the union represents the employees of the contractor and which has been verified by the contractor. The contractor hereby recognizes Union as the sole and exclusive bargaining representative of all employees of the contractor performing work under this agreement within the meaning.

It is understood that the union does not, at this time nor will they during the term of this Agreement claim jurisdiction over the following class of employees: guards and supervisors, as defined by the National Labor Relations Act.

ARTICLE 2
LAWS AND REGULATIONS

2.1

The Union, Employees and the Employer shall comply with all applicable rules, regulations and laws of every governmental jurisdiction, now in force and which may come into force during the term of this Agreement, to which each is responsible, including, but not limited to:

- A. Equal Employment Opportunity Commission (EEOC)
- B. Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)
- C. Selective Service Act of 1948
- D. National Labor Relations Act (NLRA)
- E. Employee Income Retirement Security Act (ERISA)
- F. Health Information Protection Policy Act (HIPPA)
- G. Family Medical Leave Act (FMLA)
- H. Occupational Safety and Health Act (OSHA)

- I. Department of Transportation (DOT)
- J. Environmental Protection Act (EPA)
- K. Clean Water Act
- L. Affordable Care Act (ACA)
- M. Fair Wages and Healthy Families Act (FWHFA)

2.2

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement, shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

2.3

If either party provides a thirty (30) day written notice, the parties will renegotiate the invalidated provisions.

2.4

If negotiations regarding the invalidated provisions provide fruitless, the contract will continue in force without change until the expiration of the Agreement.

2.5

Any subsequent changes or amendments to this Agreement shall be in writing and signed by the parties hereto.

ARTICLE 3
MANAGEMENT RIGHTS

3.1

All rights customarily and traditionally exercised by the Employer to operate its business and direct its employees are hereby expressly reserved by and to the Employer and all rights expressed herein shall be equal in force to any other provision of this Agreement. These rights include, but are not limited to, the right to determine prices of product, volumes of production and methods of financing. They include the ability to drop or add a product line, to sell, merge, consolidate, or lease the business, or any part thereof. To establish, revise or continue policies, practices, or procedures for the conduct of business, and to change or abolish such policies, practices, or procedures. They include the right to determine, and re-determine the methods, processes, and materials employed or to discontinue processes or operations. The Employer may discontinue the performance of employees of the Employer, as well as to determine the number of hours per day and per week of operations. The Employer reserves the right to select and assign work to such employees, in accordance with the requirement determined by Management. The Employer shall determine the existence or lack of work and to make and enforce reasonable rules for the maintenance of discipline employees and to take such measures as Management or the Employer may determine to be necessary for the orderly, efficient, and profitable operations of the business. The listing of specific rights in this Agreement is not restrictive or waiver of any rights of management not listed and not specifically surrendered herein, whether or not the Employer has exercised such rights in the past.

3.2

The Employer shall not be required to employ more than the minimum number of employees necessary to safely and efficiently operate the business and it is recognized that in order to accomplish this end it will be necessary to create, modify, consolidate, or eliminate existing or future classifications and duties.

ARTICLE 4
GRIEVANCE AND ARBITRATION

4.1

The word grievance as used in this Agreement means a complaint filed by an employee and or the Union against the Employer alleging failure of the Employer to comply with some provision of this Agreement.

4.2

A grievance, to be recognized, must be brought to management's attention within ten (10) working days of its occurrence or the date the facts giving rise to the grievance first became known to the affected employee or Union representative.

4.3

If a grievance should arise between any employee or group of employees or the Union and the Employer, a good faith effort shall be made to promptly settle such grievance.

Appeals at all steps in the grievance procedure must be filed within five (5) working days from the date of the last answer given to a grievance. Failure to appeal within the five (5) day period will result in the grievance being settled based on the last answer given. Mutual consent in writing may extend the time limits.

4.4

Step 1. The aggrieved employee and his or her Union Representative shall first attempt to adjust the matter by meeting with the supervisor. The supervisor shall reply to the employee's position within five (5) working days from said meeting. If a satisfactory settlement is not reached, appeals may be made by the employee or with the aid of a Union. To appeal to Step 2, the grievance must be submitted in writing, by the Union, and then to the Employer within five (5) working days. A grievance not submitted in writing shall be deemed to have been waived and shall not be entitled to further consideration.

4.5

Step 2. If the grievance is not resolved in Step 1, then a meeting will be scheduled with the employee, a Union Representative and an Employer representative in an effort to resolve the grievance. The Employer representative will reply in writing to the Union within five (5) working days of meeting.

4.6

Step 3. If this grievance remains unsettled, the parties, within fifteen (15) calendar days, shall engage in non-binding mediation. The mediator will be one of the Commissioners from the Arizona office of the Federal Mediation and Conciliation Service.

4.7

Step 4. In the event the grievance is not satisfactorily adjusted in this step, the Union may cause the grievance to be submitted to arbitration, provided the grievance involves the interpretation, meaning or application of the agreement.

4.8

Within ten (10) working days after conclusion of the mediation set forth in paragraph 4.6, either party may submit a written Arbitration demand notice. Within ten days of receiving such notice, the parties shall jointly request the Federal Mediation and Conciliation Service to supply a panel of arbitrators from which the parties may select a mutually agreeable arbitrator. The arbitration proceedings will follow the rules established by the Federal Mediation and Conciliation Services.

4.9

The decision of the arbitrator shall be binding upon the Employer, the Union and the aggrieved employee or employees. The expenses and fees of the arbitrator shall be borne equally by both parties. The arbitrator shall have no power to add, subtract, or modify any of the term of this Agreement or any Agreements made supplementary hereto or to substitute his/her discretion for the employer's discretion in cases where the Employer has discretion by this Agreement or by any supplementary Agreements. It is agreed that any difference arising incident to the negotiation of the terms of a new Agreement or the modification of this Agreement are not subject to this Article, the sole purpose of which is to make grievances arising out of and during the terms of the Agreement subject to arbitration.

ARTICLE 5
NO STRIKE - NO LOCKOUT

5.1

During the term of this Agreement or any addendum of this Agreement, the employer shall not lock out the employees covered by this Agreement; and no strike for any reason, whether or not contemplated by the parties at the time of this contract, shall be caused or sanctioned by the Union or its members. Neither the Union nor any of its members or representatives, or any employee shall call, ratify, or engage in, any strike, picketing, sympathy strike in protest of Union conduct, or any other third party conduct or slowdown, or any other interference with production or stoppage of work. Nor shall they publicize by any means whatsoever to any person that the Employer is unfair or that there is a dispute between the Employer and any labor organization, or prevent or attempt to prevent the access of persons to the Employees said premises, equipment or products for any reason whatsoever.

5.2

In the event of a breach of this no strike commitment, the Union shall immediately instruct the involved employees in writing that their conduct is in violation of the contract. The Union will advise the Employees that they are subject to discipline up to and including discharge by the Employer that the Union also may take disciplinary action against them and shall instruct such person in writing to quit the offending conduct and take all reasonable means to end the breach. The Employer will receive a copy of the Unions written notice simultaneously with the distribution to the involved employee(s).

5.3

If the Employer elects to pursue any remedies it may have just cause of this "no strike" commitment in any court of competent Jurisdiction, then the Court, and not the arbitrator shall determine whether this Article has been breached.

5.4

The Union agrees that a court of competent jurisdiction may grant injunctive relief for a violation of this Article.

ARTICLE 6
JURISDICTIONAL DISPUTES

There shall be no work stoppage because of jurisdictional disputes. If attempts to settle all such disputes on local level remain unresolved then the dispute will be submitted to tripartite arbitration for resolution. The arbitrator will be selected using the same procedure used for selecting an arbitrator for grievance solutions as provided in the Article 4: Grievance and Arbitration. All work is to proceed while differences are being thus arbitrated.

ARTICLE 7
STAFFING OF WORKFORCE

7.1

When it is necessary to reduce the work force, length of service, qualifications, skills, and abilities shall be the main factors in determining the order of layoff.

7.2

It is agreed that the Employer is the sole and exclusive agent to determine the qualifications and capabilities of all employees and may lay off or discharge any employee and will not discriminate against any employee. The Employer recognizes the Union as the source of employment referrals.

ARTICLE 8
HIRING PROVISIONS AND PROCEDURES

8.1

The Employer will request and the Union shall refer craft persons for the various classifications covered by this Agreement as required by the Employer on its projects through the Union Hiring Hall. The Union will exert its utmost efforts to recruit sufficient numbers of craft persons to fulfill the work force requirements of the Employers. The Employer may hire by any source providing the Union is unable to refer craft persons within 48 hours of request (not including weekends or holidays).

8.2

The Union represents that their Hiring Hall shall be administered in a non-discriminatory manner and in full compliance with Federal, State and local laws and regulations, which require equal employment opportunities and non-discrimination.

8.3

The Union shall indemnify and hold harmless the Employer from all liability arising from operation of such Hiring Hall.

8.4

The Union agrees to engage in active recruitment of minority and female applicants and to make every effort to refer to the Employer sufficient numbers of minority and female craft persons to assist in meeting required employment goals.

8.5

The Contractor may reject any Union-referred applicant for any lawful reason other than Union or non-Union status. The Contractor shall maintain a written record of referred applicants who have been rejected for employment, together with the reasons for such rejection. Such records shall be sent to the Union via email, fax or mail within 24 hours of rejection.

ARTICLE 9
SAFETY

9.1

The Employer and the Union will comply with all applicable health and safety laws and regulations and agree to cooperate toward the objective of eliminating accidents and health hazards. The Employer will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.

9.2

The Company and the Union agree to continue to cooperate in administering the current rules for substance abuse testing. Guidelines for the substance abuse drug screen will be those as specified in the "TPAC Company Policy and Standards of Enforceability." Employees taking the drug screen and going to work before the test results will only be paid for time worked and not the test time if the result is positive. If an employee tests negative, time for testing will be paid. Testing time for this claim shall be two (2) hours.

9.3

The guidelines for the physical qualifications and examination will be those as outlined in Subpart E (Physical and Examinations) of the "Federal Motor Carrier Safety Regulations." The examination will also include a substance abuse drug screen.

ARTICLE 10
UNION STEWARD

10.1

The Union may designate one of the employees in the bargaining unit to act as Steward. The Union shall notify the Employer in writing as to the identity of the designated Steward. The Steward shall be on the job at all times during working hours as far as is practical. In performing his/her duties, the Steward shall not hinder or delay the performance of their work or other employee's work.

10.2

The Steward may receive complaints or grievances, but will not solicit complaints or grievances.

10.3

The Employer will not afford the Steward preferential treatment.

ARTICLE 11
UNION ACCESS

11.1

The authorized agent of the Union shall have access to the Employer's establishment during working hours where such visits are necessary to consult with a Union Member. Provided such Union Representative "logs in" his/her presence with the Operations Manager or his/her designee prior to any such visit and abides by all Safety and Security requirements of the Employer. There will be no interruption of any employee's work activities during such visits.

ARTICLE 12
HOURS OF WORK AND WAGES

12.1

The workweek will begin on Sunday at 6:00pm and will end on Saturday at 5:59 pm. All hours worked in excess of ten (10) hours per day, or forty (40) hours in one week shall be paid for at not less than one and one-half (1 1/2) from the regular basic hourly rate. For payroll purposes only, the work week will be considered Monday (including shift work started at or after 6:00 PM Sunday evening) through Sunday at 5:59 PM.

12.2

Each employee shall be paid the hourly wage set forth for his/her job in Schedule A.

12.3

All work performed on Saturdays after 5:59pm and Sundays before 6:00pm shall be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly wage rate. However, work that might be performed on Sunday due to contractual requirements is exempt from time and one-half (1-1/2) pay and will be treated as a normal workday.

12.4

Employees injured on the job and unable to return to work because of such injury shall receive wages for the full day on the day injured. If transportation is needed on said day to transport an injured worker to the doctor or hospital and/or to his/her home from the doctor or hospital, transportation shall be furnished by the Employer. In the event of a serious accident or death on the job, the Employer will immediately notify the worker's family and the Union.

12.5

An employee, on leave of absence due to injury on the job or illness, aggregating not in excess of six (6) month, shall be entitled to return to his/her regular job if it is available when released by the Company physician, provided; the Employee has received benefits from the Industrial Commission as a result of his/her injury; the Employee has been employed by this Employer for at least three (3) months at time of injury; and, the injury has been attested by a Company physician.

12.6

On each payday, the Employer shall furnish each employee with a statement showing the employees name or identification number, date of payroll period, straight time pay, overtime pay, gross pay, itemized deductions, net pay, accrued and used sick time per Fair Wages and Healthy Families Act (FWHFA)

12.7

The Employer shall complete and furnish termination slips to all workers when terminated showing reasons therefore, giving one (1) copy to the worker and forwarding one (1) copy to the Union Hall and retaining one (1) copy for the Employees records. Any employee laid off and subsequently rehired within one year shall not be paid less than the rate of pay when terminated. In those instances, where a termination notice is marked "NOT FOR REHIRE", that worker shall not be re-referred by the same Union Hall to the Employer within one (1) year of the date of such termination, unless called by name.

12.8

Employee shall be at a predesignated starting point at a predesignated time, ready, willing and able to work in the capacity for which he/she was hired.

12.9

The Employer may schedule a one-half hour lunch break between three (3) and five and one-half (5 1/2) hours after the individuals starting time and if the employee is required to work straight through, then the employee will be paid one-half hour for the lunch period at straight time. A second lunch period will be provided after an employee has worked eleven (11) hours and if the employee is required to work straight through, then the employee will be paid one-half (1/2) hour for the second lunch period at time and one-half (1 1/2) the straight time rate.

12.10

The Employer on the job shall furnish accessible sanitary toilet facilities, sanitary drinking facilities, and good drinking water. Ice water is to be furnished by the Employer during hot weather.

12.11

Workers regular starting time is posted daily.

12.12

Employees will be selected in accordance with requirements as determined by the Employer.

12.13

Employees shall be furnished all required hand tools, special power tools, rain gear and other protective personal equipment (excluding steel-toed boots) required on the job. Welders shall be provided, welding lenses, goggles and gloves. The employee is personally responsible for these items and guarantees their return in like condition, wear and tear excepted. For welders and mechanics, the Company will provide a secure storage area for these items and any personal tools of the Employee. In the event of loss, the company will reimburse up to ten thousand dollars (\$10,000.00) per occurrence for the loss of personal tools due to theft from Company premises or Company vehicles. The Employee shall pay the first two hundred and fifty (\$250.00) of such loss. In order to receive this protection, at the date of hire and on or about October 15 of each year thereafter, the Employee must provide his/her Supervisor with a complete inventory of his/her personal tools.

12.14

There shall be an intervening eight-hour break between shifts ("Intervening Rest Period"). Any employee recalled to work without an intervening rest period of at least eight (8) hours, (within a twenty-four, (24) period, shall be paid for all hours worked, (over ten hours), at the overtime rate of pay until an eight (8) hour rest period is provided.

12.15

Any Employee laid off or discharged shall be paid wages due him on or before the end of the next regular pay period. In the event the Employer fails to make such payment, the Employee shall be entitled to a lump sum penalty payment of \$35.00 for each working day, or fraction part thereof, elapsed between the end of his last shift and the time he is paid in full; provided that the employer shall not be obligated to pay off the person except during regular office hours. Vacation pay due at the time of the termination will be paid no later than the next regular payday. Any employee laid off and subsequently rehired within one year shall not be paid less than the rate of pay when terminated and will continue progression increase if applicable.

ARTICLE 13
HOLIDAYS

13.1

The following days are recognized as holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.

13.2

When one of the above days falls on Sunday, the following Monday shall be observed as the holiday. Appropriate holidays will be celebrated in accordance with the Federal Monday Holiday Act.

13.3

Employees who have worked a minimum of thirty (30) work shifts within the immediate preceding ninety (90) calendar days prior to the above named holidays, who have worked their regularly scheduled work day both preceding and following the above named holidays, unless excused by the Employer, or unless prevented from working because of illness or accident properly and sufficiently vouched for, shall be paid eight (8) hours pay at their regular straight-time rate for each of the named holidays and no work shall be performed for such holiday pay.

13.4

It is further agreed that in addition to all other provisions of this Article, an employee shall be eligible for holiday pay only if he/she reports for work as scheduled on his/her first scheduled work day after such holiday (subject to the exceptions hereinabove set forth), and his/her first scheduled work day falls within thirty (30) calendar days after such holiday.

13.5

In addition to Holiday pay as provided above, employees who are required to work on a holiday shall receive one and one-half (1-1/2) the employee's straight time for all hours worked. Holiday pay will be counted as hours worked in the calculation of weekly overtime. No work shall be required on Labor Day or Christmas Day except in case of extreme emergency where life or property is endangered.

13.6

Any employee who has agreed to work on a holiday, however fails to report for work, unless for reasonable cause acceptable to the Company, shall not receive pay for the holiday as provided above.

13.7

An employee shall not be denied holiday pay for any recognized holiday falling within his/her scheduled vacation period, provided that employee is otherwise qualified for such holiday pay.

ARTICLE 14
VACATIONS

14.1

During an employee's first year, if the employee quits, is laid off, or terminated after completion of ninety (90) days continuous service, he/she shall be paid one twelfth (1/12) of the vacation pay to which he should have been entitled for each full month of service from his/her date of hire to the date of separation.

14.2

After one year of continuous service, as of the anniversary date, each employee shall be entitled to one week's annual vacation. Vacation pay is forty (40) hours at the average straight time hourly rate paid to the employee during the twelve (12) month qualifying period.

14.3

After an employee has completed one year of continuous service, if the employee quits, is laid off or terminated, he/she shall be paid one twelfth (1/12) of the vacation pay to which he/she would have been entitled for each full month of service from his/her last anniversary date to the date of separation.

14.4

After three (3) years of continuous service, as of the anniversary date, each employee shall be entitled to two (2) weeks annual vacation. Vacation pay is eighty (80) hours at the average straight time hourly rate paid to the employee.

14.5

After ten (10) years of continuous service, as of the anniversary date, each employee, shall be entitled to three (3) weeks annual vacation. Vacation pay is one hundred twenty (120) hours at the average straight time hourly rate paid to the employee.

14.6

After fifteen (15) years of continuous service, as of the anniversary date, each employee, shall be entitled to four (4) weeks of annual vacation. Vacation pay is one hundred sixty (160) hours at the average straight time hourly rate paid to the employee.

14.7

It is understood that continuous service for the purpose of qualifying for vacation shall not be interrupted by a layoff by the Employer for a period not to exceed thirty (30) days, in the case of an employee who would at his/her next anniversary date, qualify for a one (1) week vacation, or sixty (60) days in the case of an employee who would, at his/her next anniversary date, qualify for a two week or three (3) week vacation, provided employee reports to work when called.

14.8

Vacations shall be scheduled within one hundred twenty (120) days after the anniversary date on which vacation is due, unless arrangements mutually satisfactory with the Employer and the employee are made for scheduling vacation at another date. Vacation pay will be paid by separate check.

14.9

If employment of the employee is terminated for any cause after a vacation is earned, but before vacation is scheduled, the employee shall be granted his/her vacation pay at the time his/her employment is terminated.

14.10

If an employee has completed ninety (90) days of continuous employment then in the event of illness not to exceed six (6) months or on-the-job injury not to exceed one (1) year, an employee off work for these reasons shall receive pro-rata vacation pay. The pay shall be determined as follows: one twelfth (1/12) of the vacation pay to which he/she would have been entitled for each full month worked since his/her last anniversary date. This amount shall be paid on his/her anniversary date.

ARTICLE 15
RETIREMENT AND LIFE INSURANCE

15.1

Active employees will be provided twenty-five thousand dollars (\$25,000.00) term life insurance.

15.2

The Company will make contributions to the 401(k) plan or agreed upon pension plan (trust) as set forth in Schedule B for each hour of covered work for the duration of this collective bargaining agreement commencing an employee's ninety (90) day employment probation. The exception to this will be the Operating Engineers Defined Contribution Plan which is paid as set forth in Schedule B.

15.3

The Company will maintain the existing 401(k) plan. The terms and provisions include:

(a) The covered employees may direct up to fifteen percent (15%) of their gross wages to the plan, in whole percentages. A Company match of fifty percent (50%) of the employee's contributions up to the first six percent (6%) of the employee's contributions for a maximum of three percent (3%) of the employee's wages;

(b) The Company match shall vest on a five (5) year basis, twenty percent (20%) per year.

ARTICLE 16
HEALTH & WELFARE

16.1

On the Effective Date of this Agreement and monthly thereafter, the Employer shall pay to the company sponsored health plan (EnCon Plan), the appropriate monthly premium for each month in which an employee is employed at least one day. The EnCon Plan includes, but is not limited to: vision/ Pharmacy Plan Group #80705 and Dental Plan Group#80705. The cost for Medical, Vision, Dental and Life + Disability insurance shall be borne by the employer during the term of this Collective Bargaining Agreement. The appropriate monthly premium paid by the employer shall be for the coverage of the employee and the employee's eligible dependents. (SEE SCHEDULE "C")

ARTICLE 17
PAY DAY - WAGE RATES

17.1

The classification of employment and wage scales shall be in accordance with Schedules A attached hereto and made a part of the Agreement for the period indicated herein. Wage rates to become effective the first full payroll period following the execution of this Agreement.

17.2

Wages are paid weekly by check on an established payday before quitting time. In its sole discretion, the Company may implement a direct deposit payment system; participation by the employees shall be on an individual voluntary basis. If implemented the Company shall also have the right, in its sole discretion, to discontinue the direct deposit payment system.

17.3

When an employee is discharged for cause, he/she shall be paid wages due him/her within seven (7) days or the next regular pay period, whichever is sooner. Such payment may be made by regular mail at the discretion of the Employer.

17.4

When an employee is laid-off in connection with a reduction-in-force (RIF), he/she shall be paid in the usual manner all wages due him/her no later than three (3) days following the last day of work preceding the RIF.

17.5

When an employee quits the service of an employer, he/she shall be paid in the usual manner all wages due him/her no later than the regular payday for the pay period during which the termination occurred. If requested by the employee, such wages shall be paid by mail.

ARTICLE 18
REPORTING TIME

18.1

The Employer shall make advance arrangements for exchange of information including a call-in procedure regarding work reporting in the event of inclement weather. Employees will be paid for the time worked when sent home for reason of inclement weather. However, nothing contained herein shall require the Employer to pay show-up time to workers who report to work and who are not ready, able and willing to go to work in the capacity for which they were hired.

18.2

Workers reporting at the regular starting time and for whom no work is provided, through no fault of his/her own, shall be paid for two (2) hours at the stipulated rate. Except when the employee is advised at the end of his/her last shift, (1) not to report to work the following day or, (2) that he shall call in on the following day to be advised of his/her starting time. Starting time is contingent upon the cured strength of the concrete. Any worker who reports and for whom work is provided shall receive not less than two (2) hours pay except in case of no work caused by conditions beyond the Employer's control. Employees will be paid for actual hours worked.

A workman shall receive two (2) hours "show-up" time in the event of a breakdown in operations prior to or within the first two (2) hours of his shift.

ARTICLE 19
FUNERAL LEAVE

19.1

Employees shall be allowed three (3) days' funeral leave with full pay in the event of a death in the immediate family. Immediate family shall be defined as the employee's parents, parents-in-law, step-parents, spouse, grandparents, children, step-children, and brothers and sisters. It is understood that the Company may require verification such as a copy of a death certificate or funeral program.

19.2

The Employee is not permitted to take these contractual benefits more than one a calendar year. However, the Company has the discretion to work with the Employee on additional leave in the event of a subsequent death within the immediate family during any calendar year.

ARTICLE 20
SUCCESSORS, HEIRS AND ASSIGNS

All terms, conditions, and covenants of this Agreement shall be and are alike binding upon the successors, heirs and assigns of the respective parties.

ARTICLE 21
UNION DUES CHECK-OFF

21.1

The Employer agrees to deduct from, the payroll of all employees covered by this Agreement, the dues of the Local Union having jurisdiction over such employees and agrees to remit to the said Local Union all such deductions no later than thirty (30) days from the date such deduction is made.

21.2

Where laws require written authorization by the employee, the same is to be furnished in form required.

21.3

The Local Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with the itemized statement of dues to & deducted for such amount within two (2) weeks following receipt of the statement of certification of the member and remit to the Local Union in one lump sum. Check off shall be on a monthly basis.

21.4

When the Employer actually makes a deduction for dues in accordance with the statement received from an appropriate Local Union, he shall remit same no later than thirty (30) days from the date such deduction was made. All monies to be checked off and paid over to other entities under this Agreement shall become the property of those entities for which it was intended at the time that such check off is required to be made.

21.5

The Employer will recognize authorization from deductions from wages, if in compliance with state law, to be transmitted to the Local Union or to such other organization as the Union may request if mutually agreed to. No such authorization shall be made which is prohibited by applicable law.

21.6

The Union shall defend, indemnify and save the Company harmless against any claim or liability arising out of the administration of the check off provision of this Agreement.

21.7

All such wage assignment authorizations shall be revocable in accordance with applicable Federal and State laws.

ARTICLE 22
DURATION OF AGREEMENT

22.1

This Agreement and all its terms shall be binding upon the Employer and the Union. It shall become effective November 1, 2017 and shall remain in effect until October 31, 2020. Notice to terminate this Agreement or to change certain of its provisions shall be given in writing by either party to the other at least sixty (60) days, and not more than ninety (90) days prior to the 31st day of October 2020.

22.2

Should either party give notice as previously mentioned to the other of an intention to change any of the terms of this Agreement upon the expiration of the term, then within sixty days from said notice, representative of the Employer and the Union shall meet to discuss and negotiate such changes. Mutual consent of the Company and Union could extend this Agreement.

22.3

All notices required under the terms of this Agreement are to be given to the representative by certified mail, return receipt requested at the addresses set forth on the Signature Page.

SCHEDULE "A"

WAGES AND CLASSIFICATION
Operating Engineers 428 & Teamsters 104

		<u>11/1/17</u>	<u>10/1/18</u>	<u>10/1/19</u>
A	New Hire Teamster	\$14.50	\$14.50	\$14.50
B	Not applicable	See Note 1 below		
C	Not applicable			
C-4	General Plant	\$17.50	\$18.00	\$18.50
D				
D-1		\$18.00	\$18.50	\$19.00
D-2		\$18.50	\$19.00	\$19.50
D-3	Journeyman welders	\$19.00	\$19.50	\$20.00
D-4		\$19.50	\$20.00	\$20.50
E	Specialist			
E-1	Universal/Operator	\$19.75	\$20.00	\$20.50
E-2		\$20.00	\$20.50	\$20.75
E-3	Operator/Crane	\$20.25	\$20.75	\$21.25
E-4		\$20.50	\$21.00	\$21.50
E-5		\$21.00	\$21.50	\$21.75
E-6	Mechanic	\$21.25	\$21.75	\$22.25
F	Plant Leadership			
F-1		\$21.50	\$22.00	\$22.50
F-2		\$23.00	\$23.50	\$24.00
F-3		\$24.00	\$24.50	\$25.00
F-4		\$25.00	\$25.50	\$26.00

Note 1: Teamsters starting at the new hire rate receive increase of \$.50 each three months until General Plant rate of C-4 is achieved.

Note 2: Teamsters hauling a "C" permit load outside the plant, shall be paid an extra \$1.00 per hour for the duration of the delivery.

Handwritten initials and number: "965"

SCHEDULE "B"

RETIREMENT PLANS

For the General Teamsters (Excluding Mailers) State of Arizona, Local 104, an Affiliate of the Brotherhood of Teamsters:

The Employer shall contribute \$1.10 per hour worked for each employee covered by this agreement into the EnCon Union 401(k) Plan from the ninety-first (91st) day of employment.

For the International Union of Operating Engineers Local No. 428 AFL-CIO:

The Employer shall contribute \$1.10 per hour worked for each employee covered by this agreement to the Trustees of the Operating Engineers Local No. 428 Pension Trust Fund:

SCHEDULE "C"

HEALTH AND WELFARE

On the Effective Date of this Agreement and monthly thereafter, the Employer shall pay to the Company sponsored health plan (EnCon Plan), the appropriate monthly premium for each month in which an employee is employed at least one day. The EnCon Plan includes, but is not limited to: vision/ Pharmacy Plan Group #80705 and Dental Plan Group#80705. The cost for Medical, Vision, Dental and basic Life + Disability insurance shall be borne by the employer during the term of this Collective Bargaining Agreement. The appropriate monthly premium paid by the Employer shall be for the coverage of the employee and the employee's eligible dependents.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers or representatives.

FOR THE EMPLOYER
EnCon Arizona, LLC. d/b/a TPAC:

By: *Dave Chapin*
~~Chairman~~ PRESIDENT

10/31/17
Date

Address for purpose of Notice:

Attn: Dave Chapin
TPAC, an EnCon Company
3052 S. 19th Ave.
Phoenix, AZ 85009

FOR THE UNION:

International Union of Operating Engineers Local No. 428 AFL-CIO

By: *Michael Lee*
Michael Lee Business Manager

10-31-17
Date

By: *Nick Dart*
Nick Dart President

10-31-2017
Date

Address for purpose of Notice:
6601 N. Black Canyon Hwy
Phoenix, Az. 85015

FOR THE UNION:

General Teamsters (Excluding Mailers) State of Arizona, Local 104, an Affiliate of the
Brotherhood of Teamsters

By: *Ryan Proctor* 10-31-17
Ryan Proctor Business Representative

Address for purpose of Notice:
1450 S. 27 Avenue
Phoenix, Az. 85009

October 31, 2017

Sabrina Gurrola
Client Service Executive
Zenith American Solutions
1325 North Grand Avenue, Suite 200
Covina, California 91724-4044

Re: Operating Engineers Local 428 and EnCon Arizona, LLC d/b/a TPAC

Dear Ms. Gurrola:

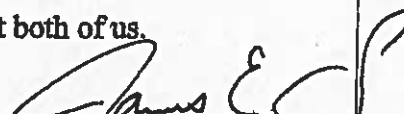
You will find attached a copy of the fully-executed collective bargaining agreement between Operating Engineers Local 428 and EnCon Arizona, LLC d/b/a TPAC effective November 1, 2017. The agreement generally calls for EnCon to cease making contributions to the Operating Engineers Local 428 Health & Welfare Fund.

The collective bargaining parties, however, have agreed to modify the terms of the new collective bargaining agreement to provide that EnCon will continue to contribute on its bargaining unit employees to the Operating Engineers Local 428 Health & Welfare Fund for hours worked through and including December 31, 2017.

If you have any questions, please contact both of us.



Mike Lee, Business Manager
Operating Engineers Local 428
6601 N Black Canyon Hwy.
Phoenix, AZ 85015
mike.lee@iuoe428.com
602-254-5266



James Sorenson, President
EnCon Arizona, LLC d/b/a TPAC
3052 S 19th Ave.
Phoenix, AZ 85009
jsorensen@EnconUnited.com
1(720)840-9526