

LABOR AGREEMENT

This Agreement is made between Cedar Brook Construction, LLC, hereinafter referred to as either the "Employer" or the "Company", and Christian Labor Association of the United States of America, United Workers Labor Association - Local #8, hereinafter referred to as the "Union."

ARTICLE 1 – PURPOSE

- 1.01 The parties to this Agreement pledge to work towards the greatest possible degree of cooperation believing that the following concepts provide fundamental framework for cooperative labor/management relations:
 - a) The Employer, the Union and the employees will not discourage cooperation but will stimulate it, recognizing that while leadership without labor can do nothing, labor without management cannot survive.
- 1.02 The omission of specific mention in this agreement of existing rights and privileges established or recognized by the Employer will not be construed to deprive the employees or the Union of such rights and privileges. Such rights and privileges may only be amended by mutual agreement.
- 1.03 Neither the Employer nor the Union shall act in a manner that is arbitrary, discriminatory, in bad faith or that violates applicable Federal, State and Local laws.
- 1.04 Should any part of this Agreement be declared invalid the remainder of this Agreement will continue in full force and effect.

ARTICLE 2 – RECOGNITION

- 2.01 The employer recognizes the Union as the sole and exclusive bargaining agent, excluding part-time help, in all matters pertaining to their employment conditions.

ARTICLE 3 – UNION MEMBERSHIP & RIGHTS

- 3.01 It shall be a condition of employment that employees of the Employer covered by this agreement shall be a Union member. All employees covered by this Agreement on the effective date shall remain members of the Union and all employees hired on or after its effective date shall, on the thirtieth day following the beginning of such employment become and remain members in the Union. It is understood that the contractual obligation to become or remain a member of the Union requires only the payment of the Union initiation fee and monthly dues.
- 3.02 However, according to Title VII of the Civil Rights Act of 1964 the worker has the right to become a Religious Objector to union membership. Provided, however, that if any employee shall, within sixty (60) days from the date of this contract, or if any employees shall, after the date of the contract and within sixty (60) days after the date of hire, deliver to the Union a written and signed statement of objection that meets the parameters of the Civil Rights Act of 1964. The worker must also provide a check off authorization directing the correct percentages of union fees and dues to a recognized civic charity having exemption under IRC Section 501 (c) (3). Upon criteria being met the employee shall not be required to join or continue supporting the union, so long as the check off to the charity continues. This employee will be eligible to receive all rights and duties accorded to members.

ARTICLE 4 – MANAGEMENT RIGHTS & EMPLOYMENT

- 4.01 It is agreed that the management of its business remains vested in the Employer and nothing in this Agreement shall permit the Union to assume it has the authority to officiate in a managerial or supervisory capacity.
- 4.02 The Employer has the right to adopt and post or issue rules concerning the conduct of employees on the job and the care of the Employer's equipment. The Employer is to be the judge as to the satisfactory performance of work by an employee and may discipline (up to and including discharge), any employee whose work is unsatisfactory or fails to observe safety precautions or other rules prescribed by the Employer for the safety, protection, and health of the employees. However, no employee shall be discharged or disciplined for defending the rights of any other employee under this Agreement.
- 4.03 The Employer has the exclusive right to increase or reduce the number of employees.
- 4.04 The exercising of management rights shall not be limited, provided exercise of those rights does not violate any provisions of this Agreement.
- 4.05 No warning notice need be given and no appeal shall be made if the reason for discharge is proven dishonesty, intoxication on the job, being under the influence of illegal drugs or repeated absenteeism without leave....
- 4.06 EEOC. The company will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, sexual orientation, disability, age, marital status, protected veteran status, membership or activity in local human rights commission or status with regard to public assistance. The Company will take Affirmative Action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Company will provide reasonable accommodation to applicants and employees with disabilities and qualified disabled veterans.

ARTICLE 5 – DUES

- 5.01 The Employer will check off the monthly Union dues of those employees who authorize him to do so through a signed authorization to such effect, on which the amount to be deducted monthly shall be stated. Such authorization shall be subject to cancellation by the employee through a written and signed notice to such effect presented by the employee personally or by registered mail to the Employer not less than ten (10) days before the cancellation is to be effective. The total amount of dues checked off shall be turned over to the Union Treasurer each month, within ten (10) days after the deductions are made, with a list of the employees for whom the deductions are made and the amount checked off for each. Make checks payable to CLA – Local 8 for dues.

ARTICLE 6 – RATES OF PAY

- 6.01 Base rate of pay will be \$10.00 per hour.
- 6.02 Management will set the wage rates for each classification.
- 6.03 The Company may continue its present practice as to merit pay.

ARTICLE 7 – HEALTH INSURANCE

- 7.01 The Employer shall contribute every month no later than the end of the month preceding the intended month to be covered, hereafter referred to as the "due date", the amount specified by the CLA Health and Welfare Fund for each month worked by all employees covered by this Agreement, (rates effective January 1 through December 31 of the coverage year). Health plan is \$700 co-pay traditional plan.
- A. **Employer contributions** shall be: (Monthly rates are age based, and plan based if more than 1 plan is offered.)
- a. **Employee only coverage:** Employer to contribute 80% of the monthly Employee only rate.
 - b. **Dependent coverage:** Employer to contribute 0% of cost of dependents, but Employer will still contribute the amount in (a.) if the employee has more than Employee only coverage. Dependents include children and legally married spouses.
 - a. **Employer H.S.A** contribution: N/A
- B. **New Hire:** Insurance coverage, contributions for new employee shall begin as an employee becomes eligible for the coverage. - An employee is eligible for coverage the first of the month following 60 days from the date of hire. Eligibility is based on 30 hours per week.
- C. **Termination of Employment:** Coverage will terminate at the end of the month of termination. This includes voluntary and involuntary termination. The Terminated employee will be offered to continue coverage as per applicable COBRA regulations.
- D. **Employee Lay-off or short leave from employment:** If the employee is layoff or short leave of employment is less than 60 days the employee is eligible to re-enroll in the Health Plan the first of the month following 30 days from the date they return to work.
- E. The contribution rate to the CLA Health and Welfare Fund shall be subject to adjustments during the term of this agreement which may be made by the Board of Trustees of the Christian Labor Association Health and Welfare Fund. Any such adjustment shall change the required contribution, and would be effective at the yearly renewal date.
- F. Health plan to follow the Summary Plan Description(s) (SPD), unless the CBA specifically overrides the SPD language.
- G. The failure, refusal or neglect of the employer, whether willful or otherwise; to report and to pay the sums due the funds herein provided, on or before the due date, shall cause the employer to receive written notice by the Fund of such delinquency. Collection of delinquent contributions, and such penalties as rules and regulations pertaining thereto may deem necessary, shall be vested solely in the Trustees, and the Union is prohibited from taking economic action against any delinquent employer under the provisions of this Article, unless directed to do so by the Trustees.
- 7.02 **Other benefits:** Employer has the right to obtain other benefits beyond the Health plan. Those benefit arrangements are not subject to this agreement. (Examples: Group Life, Group Disability, Dental, etc.)

ARTICLE 8 – BONDING, PERMITS, ETC.

8.01 The Company shall fully comply with all State requirements concerning operation and transportation of equipment, and shall provide employees with the necessary permits and instructions concerning such operation and transportation.

ARTICLE 9 – NO STRIKE OR LOCKOUT

9.01 The Union and the Employer pledge that there shall be no strike or lockout, nor any other sort of interference with the normal operations of the Employer's business during the period of this contract and any extensions thereof.

ARTICLE 10 – SAVINGS CLAUSE

10.01 This Agreement is intended to be in conformity with all applicable and valid municipal, state and federal laws and regulations, and any conflict between any provision(s) of this Agreement, and any law or regulation, shall cause such provision(s) of this Agreement to be void, but shall in no way affect the provisions of this Agreement that are not so in conflict.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 Any individual employee having a grievance shall take it up with the designated representative of the Employer on the job.

ARTICLE 12 – LIFE OF AGREEMENT

12.01 This Agreement will be effective on the 1st of September 2019, and will remain in effect until the 31st day of August, 2020, and thereafter continue to be in effect from year to year by mutual consent of both parties hereto. However, that either party may terminate this Agreement or such amendments, by giving notice in writing to such effect to the other party not later than sixty (60) days before the termination date given above, or any subsequent termination date agreed to by mutual consent.

Dated: August 14, 2019

Dated: 8-14, 2019

Signed on behalf of
Cedar Brook Construction, LLC

Signed on behalf of
**UNITED WORKERS LABOR ASSOCIATION
LOCAL NO. 8**


Daniel Granger, President


Shannon Ackerman
CLA National Representative – Local 8