

**INDUSTRIAL and ENVIRONMENTAL
CLEANING SERVICES
AGREEMENT
between
TEAMSTERS LOCAL NO. 627
GREAT PLAINS LABORERS' DISTRICT COUNCIL
AND
HOERR CONSTRUCTION, INC.**

Effective
January 1, 2020
through
December 31, 2022

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INDUSTRIAL SERVICE AGREEMENT

Preamble

This Agreement is made and entered into this 1st day of January, 2020 between the Midwest Region, for and on behalf of its affiliated Local Unions and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, hereinafter referred to as the Union, and Industrial Service Employers and their subsidiaries and affiliated corporations, hereinafter referred to as the Contractor.

Article 1

Union Recognition

Section 1. The Employer hereby recognizes and acknowledges the Union as the exclusive bargaining representative of all Employees performing work covered by this Agreement with respect to wages, hours and all other terms and conditions for employment.

Article 2

Purpose and Scope

Section 1. It is the intent and purpose of the Parties hereto, to set forth herein the basic Agreement covering wages, hours of work, and conditions of employment to be observed between the Parties hereto and to provide procedure for prompt, equitable adjustments of grievances.

Section 2. This Agreement shall be in effect within the geographical jurisdictional boundaries of the Laborers' Midwest Region and Teamsters' Local Union 627 which is signatory to this Agreement.

Article 3

Jurisdiction

Section 1. This Agreement shall apply to and cover all work within the geographical jurisdiction of the Union, which includes, but is not limited to, the following:

- a. All temporary set-up of pipe equipment and items pertinent to general maintenance and service work;
- b. Operation and maintenance of all equipment to perform said work;
- c. General cleaning as required to complete scope of maintenance and service contracts;
- d. Operation of all service and maintenance equipment;

- e. Operation of all motor-pump driven high pressure spray equipment;
- f. To provide own access to work areas such as cutting temporary opening to maintain equipment open and close access door and opening required to facilitate the maintenance work;
- g. Trucks to be operated jointly by Teamsters and Laborers (ex: Teamsters on vacuum truck, Laborers driving pipe truck, as pipe truck is used for transportation of personnel);
- h. Laborers will drive the camera van and operate the camera. Teamsters will assist in the operation of the camera. The camera will be used for inspection of pipeline, sewers, pipe coverts and any other pipe that can be televised in industrial and environmental cleaning;
- i. Loading and unloading of all maintenance equipment brought onto site by the contractor;
- j. All equipment is to be maintained by crew jointly assigned to said equipment;
- k. Teamster and Laborer are to worked as a composite crew for set-up and removal or cleaning of Employer's equipment or when requested by customer;
- l. The scope of work covered by this Agreement shall be only the removal of surface buildups, containments and deposits of material by the uses of water blasting, high volume washing, pumping, vacuuming, chemical recirculating grit blasting, associated equipment, hand and power tools;
- m. It is understood that this is maintenance Agreement only, any Heavy and Highway or Building work shall be done under the Local Construction Agreements.

This Agreement shall supersede all other Agreements between the parties or between the Employer and any Local of the Union for any work covered herein and described above in such geographic areas as the Union and the Contractor may agree upon.

Article 4 Union Shop and Dues

Section 1. All present employees who are members of a Local Union on the effective date of this sub-section shall remain members of a Local Union in good standing as a condition of employment. All present employees who are not members of a Local Union and all employees who are hired hereafter shall become and remain members in good standing of a Local Union as

a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this sub-section, whichever is the later. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

Section 2. When the Contractor needs additional people, it shall give the Local Unions equal opportunity with all other sources to provide suitable applicants, but the Contractor shall not be required to hire those referred by the Local Unions.

Article 5 Special Provisions

Section 1. Except as modified by the remaining provisions of Article 4, when the Contractor goes into a geographical jurisdiction outside that of Laborers' Local 165, Laborers' Local 231, and Teamsters Local 627, the Contractor will advise Teamsters Local 627 and Laborers' International Unions' Midwest Regional Office by means of a form, a copy of which is attached hereto, of the location of the job; the name of the owner or company for whom the Contractor will be working, the approximate duration of the job, and the number of persons needed.

Section 2. When as provided in Section 1 above the Contractor has work in another jurisdiction, the parties recognize that the work and services provided by the Contractor comprise a specialized operation and that a definite need for skilled and experienced key employees exist in order for the contractor to do qualified work in a safe manner. Therefore, key employees may be employed outside the jurisdiction of Teamsters' Local 627 and Laborers' Local 165 and 231.

(a) Key employees are employees who have been regularly employed by the Contractor on a permanent basis and who are currently members in good standing in Teamsters Local 627 and/or Laborers' Local 165 and 231 working under the terms of this Agreement. When working under the jurisdiction of this Agreement, such key employees may retain their membership in their respective home Local Union and will not be required to transfer when working out of the territorial jurisdiction of their home Local Union.

(b) Because of the experience, qualifications and knowledge of the Contractor's permanent employees, the contractor will be allowed to take three (3) key employees per shift and per truck (being two (2) Laborers and one (1) Teamster) into other Local Unions' and District Councils' jurisdictions to work. The Local Unions in whose jurisdiction the job is located will refer all other temporary Laborers or Teamsters needed.

(c) When hiring temporary help from the Local Unions, the Contractor will give preference and may request by name those Laborers or Teamsters needed who have special skills or who have previous vacuum cleaning experience with said Contractor or other similar vacuum cleaning contractors.

(d) In the event the Local Unions are unable to furnish employees willing and able to do the job, then the Contractor may obtain employees from any source available or may utilize his permanent employees.

(e) When temporary employees described in subparagraph (d) of this Section are hired, they shall be employed under the terms of this Agreement except that dues check-off, welfare and pension contributions for these temporary employees shall be made in accordance with the provisions of the respective District Council and/or Local Union Building Agreement. The probationary clause and the probationary wage rate shall not apply to temporary employees hired under the provisions of this subparagraph.

Section 3. The Provisions of Sections 1 and 2 hereof notwithstanding, when the Contractor is called for emergency work he shall not be required to limit his crew to key personnel or hire temporary employees from a jurisdiction other than Local Unions 165, 231 and/or 627 to perform emergency work, and may take all such persons needed to perform the said emergency work.

(a) Emergency work shall be deemed to be work not scheduled in advance which the Contractor's customer requires be performed as soon as a crew can get to the work site and which work will be performed by a crew or crews continuously until the task is finished.

(b) Emergency work which lasts longer than five (5) days excluding Saturday or Sunday shall require the Contractor to make arrangements after the fifth (5th) such day to hire temporary employees.

(c) As soon as the Contractor is aware of such emergency work, it shall take steps to inform the Laborers' International Union's Midwest Regional Office of the existence of the said emergency and the location and expected duration of the same. The said Midwest Regional Office will then take appropriate steps to notify said Local Unions.

Section 4. A new employee shall work under the provisions of this Agreement, but shall be employed only on a trial basis of 700 working hours, during which period he may be discharged without further recourse; provided, however, that the Contractor may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After 700 working hours, the employee shall be placed on the regular seniority list. If an employee works less than 700 hours (including overtime hours worked) in any calendar year his seniority shall be terminated and he shall be removed from the seniority lists. It is further agreed that nothing in this Section shall be construed as requiring a probationary period for employees who have

already served such a probationary period and who transfer from a Laborers Classification to a Teamster Classification (or vice versa).

Seniority for Teamsters and Laborers shall be separate from one another. Employees who transfer from Teamster to Laborer or vice versa shall carry only their company seniority with them.

Section 5. Supervisors will not perform bargaining unit work unless all options to notify employees have failed.

Section 6. Employees will not replace employees in order to circumvent overtime unless there is a scheduled shift change.

Section 7. The Contractor agrees to deduct from the pay of all employees covered by this Agreement, who authorize such deduction in writing, dues, initiation fees and uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. No deduction shall be made which is prohibited by applicable law. Check-off procedures and timing shall be worked out locally. If there is no Agreement, the matter shall be referred to the grievance procedure.

Article 6
Wages

Section 1. The minimum wage scale shall be as follows:

	EFFECTIVE:		
	01/01/20	01/01/21	01/01/22
	(.75/hr.)	(.75/hr.)	(.75/hr.)
Truck Drivers	\$20.05	\$20.80	\$21.55
Laborers	\$19.35	\$20.10	\$20.85
 NEW EMPLOYEES:			
Laborer Rate	\$13.30	\$14.05	\$14.80
Teamster Rate	\$13.30	\$14.05	\$14.80

Section 2. New employees may be hired at the new employee wage scale as listed above. At the end of 700 hours of probation, the employee shall receive full wage scale as listed above.

Any journeyman referred from the Laborers or Teamsters Local Unions will be paid at the Laborer or Teamster rate with no probation.

Section 3. An additional twenty-five cents (\$.25) per hour will be paid to employees

working second (2nd) shift and an additional fifty cents (\$.50) per hour will be paid to employees working third (3rd) shift as a shift differential.

Article 7
Hours of Work

Section 1. The normal work day shall consist of eight (8) hours, Monday through Friday. All work performed after eight (8) hours on a continuous shift, or forty (40) hours per week, Monday through Friday, shall be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at the rate of time and one-half (1½), all work performed on Sunday shall be paid at the rate of two (2) times the regular hourly rate, provided forty (40) hours of work has been completed and all work performed on holidays shall be paid at the rate of two (2) times the regular hourly rate.

When a crew is scheduled for work, it is mandatory that all employees work the required amount of overtime to fulfill the needs of the Contractor.

Employees will have the opportunity to work by seniority if the job has been cancelled and if work is available.

Section 2. Multiple shifts - For all intents and purposes "shifts" will consist of either three (3) eight (8) hour shifts or two (2) twelve (12) hour shifts.

1 st Shift	-	7:00 a.m. - 3:00 p.m. (lunch during break)	8 hours
2 nd Shift	-	3:00 p.m. - 11:00 p.m. (lunch during break)	8 hours - \$.25 per hour differential pay
3 rd Shift	-	11:00 p.m. - 7:00 a.m. (lunch during break)	8 hours - \$.50 per hour differential pay

When twelve hour shifts are required, shifts will consist of:

1 st Shift	-	7:00 a.m. - 7:00 p.m. - No shift differential
2 nd Shift	-	7:00 p.m. - 7:00 a.m. - \$.50 per hour differential pay

Section 3. By mutual agreement between the Contractor and the Business Manager, there may be a four (4) - ten (10) hour shift worked with a Friday make-up day, due to inclement weather. Any hours worked after then (10) hours on a continuous shift, or forty (40) hours per week, Monday through Friday, shall be paid at the rate of time and one-half (1½).

Article 8
General Conditions and Warning Letters

Section 1. The Contractor will see that such employees and equipment as are necessary are available to perform loading and unloading under the prevailing procedures and conditions.

Section 2. It shall not be a violation of this Agreement and it shall not be cause for discharge or any other penalty if an employee or employees covered by this Agreement refuse to go through a legally established picket line of a Union.

Section 3. All employees, when working out of town overnight, shall have their motel room paid for and shall be given \$10.00 per meal per day or \$30.00 per day for meals. If employees are required to report for work outside of the forty (40) mile radius from Contractor's Peoria facility for more than one day (including travel to the job site) before 5:00 a.m., they shall be furnished a morning meal. Employees required to work outside the said forty (40) mile radius for more than one day (including traveling from the job site) past 7:30 p.m., shall be furnished an evening meal. Employees must provide receipts verifying expenditures to receive motel room and meal money.

Section 4. Senior employees will be required to drive company vehicles when necessary, to and from the jobsite and will receive pay for actual hours of drive time. All other employees will be paid for travel time (one way) provided they have a valid driver's license and insurability. Employees will be paid at a straight hourly wage for travel time. Actual travel time will be paid for hours worked less than eight (8) hours. All employees are to report at the shop before their scheduled shift unless prior arrangements have been made with management.

Jobs that require two (2) hours or more travel time, all employees will be paid for actual hours of drive time to and from the jobsite unless prior arrangements have been made with management.

Section 5. All promotions and/or vacancies shall be posted for bid and shall be awarded based upon seniority, qualifications and ability.

Section 6. If an employee violates this Agreement he shall receive a written statement stating the area of the contract he violated. Two (2) such warning letters may constitute two (2) days off without pay. Three (3) such warning letters may constitute termination of employment. The warning letters shall terminate automatically after a twelve (12) month period has passed. The basis that the above twelve (12) month period is figured on is from the date of each warning letter. Copies of all warning letters shall be sent to the respective Local Union representing the employee. The Employer must have just cause for the above violations and the Employee has the right to grieve and arbitrate in accordance with Article 10.

Article 9
Holidays

Section 1. All work done on Sundays and Holidays shall be paid for at the double time rate. Holidays recognized by the terms of this Agreement shall be:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day
Labor Day	

No work shall be done on Labor Day, except to save life or property. Veteran's Day shall be celebrated the day after Thanksgiving. Furthermore, if a holiday falls on a Sunday, it shall be celebrated on the following Monday. If a holiday falls on a day other than a Sunday, it shall be celebrated on that date.

Section 2. It is agreed that a Contractor may not curtail a normal work day that occurs before or after a holiday without the majority consent of his employees on any particular project, except for conditions beyond the control of the Employer.

Article 10
Grievance and Arbitration

Section 1. All grievances within the scope of this Agreement which may arise on any job covered by this Agreement, shall be handled in the manner stated below.

Section 2. Grievances as used in this Agreement are limited to a complaint which involved the interpretation or application of compliance with the provisions of this Agreement. A grievance to be effective under this Article 10 must be filed by the aggrieved employee in writing to the Contractor and a copy to the Union within seven (7) days of the circumstances giving rise to the grievance.

Thereafter the following Steps shall apply:

Step One:

An attempt to settle the Complaint shall be made at the level involving the Contractor's representatives and representatives of either Teamsters Local 627 or if involving a laborer, Laborers' District Council, Local Unions 165 and the Midwest Regional Office. Such an attempt will be made within five (5) days of the filing of the grievance and may be made by personal contact or by telephone conferences between the parties.

Step Two:

If after such a five (5) day period, the grievance is not settled in writing, the matter may, within ten (10) days or any extension agreed upon by the parties, then be referred to arbitration by either party, upon written notice to the other. If the parties are unable to agree upon an arbitrator, application may be made by either party to the Illinois Department of Labor Conciliation and Mediation Service for a panel of five (5) arbitrators, upon receipt of which, both parties shall immediately alternately strike names until the last name remains, which person shall be designated as the arbitrator.

Section 3. The sole function of the impartial arbitrator shall be to interpret the meaning of the Articles of this Agreement and the arbitrator shall have no power to add to, subtract from, or modify in any way the terms of this Agreement. The arbitrator shall have no authority to consider more than one grievance, unless the parties mutually agree to the contrary.

Section 4. The arbitrator's decision shall be in writing and shall be final and binding on all parties concerned.

Section 5. The Employer and the Unions agree that the expense of the impartial arbitrator, travel and miscellaneous expenses shall be shared equally by each party. However, each party shall pay the expenses of their own witnesses. In the event a dispute arises regarding the interpretation of this Agreement outside of the geographical area of Teamsters Local 627 and Laborers' Local 165, then the respective Local Union having geographical jurisdiction shall pay the Unions' portion of any arbitration cases.

Section 6. It is specifically agreed that there shall be no strikes, lockouts, cessation or slowdown of work or picketing over any dispute over the application or interpretation of this Agreement and that all grievances and disputes shall be handled as herein above provided.

Article 11

Health and Welfare and Pension Funds

Section 1. The Contractor agrees to maintain during the term of this Agreement the negotiated Health and Welfare Plan per Addendum II of this Agreement.

Section 2. The Contractor agrees to pay into a Pension Fund as per Addendum I and Addendum III of this Agreement.

Article 12

Work Stoppage

Section 1. There shall be, during the term of this Agreement, and as to any work covered

hereby, no slow-down, no stoppage of work, no strike and no lockout over the interpretation or application of this Agreement, it being the good faith and intention of the parties hereto that by execution of this Agreement, industrial peace shall be brought about and maintained; that the parties shall cooperate to the end that work may be done efficiently and without interruption.

Article 13
Steward and Union Representatives

Section 1. The Contractor shall furnish the Union with the name and Social Security number of all employees when employed.

Section 2. The Union will select one of its members, who shall be recognized as Job Steward. One Steward shall represent both Teamsters and Laborers. The Steward shall perform his duties the same as any other worker and shall not be discharged for Union activities. The Steward shall be allowed a reasonable amount of time during the working hours to perform the work of the Union, but shall not abuse this privilege.

Section 3. A Steward may not be discharged without forty-eight (48) hours previous notice to the Union.

Section 4. The Official Representative of the Union shall have access to any job at any time.

Article 14
Safety

Section 1. The Contractor and the Union agree to cooperate in developing a safety attitude, a safety attitude among the employees and to work toward achieving compliance with the provisions of the Federal Occupational Safety and Health Act. Employees who do not use the personal protective equipment furnished by the Contractor, or who disregard the project safety, housekeeping, or equipment regulation, will be subject to disciplinary action by the Contractor including discharge.

Article 15
Laborers-Employers Cooperation and Education Trust
(Laborers' Only)

Section 1. The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Laborers'-Employers Cooperation and Education Trust, P.O. Box 9090, Peoria, Illinois 61612, and all amendments thereto whenever adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to service as Employer Trustees therein.

Section 2. Effective June 1, 2017, or the effective date of this Agreement, whichever is later,

the Employer shall contribute to the Trust the sum of \$.05 per hour for each hour worked by or paid to each employee covered by this Agreement, in such manner as shall from time to time be prescribed by the Trustees consistent with the Agreement and Declaration of Trust.

Article 16
Vacation Fund
(All Employees)

Section 1. The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Laborers' of Illinois Vacation Fund, and all amendments thereto, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein.

Section 2. Effective _____, the Employer shall deduct from the wages of his employees covered by this Agreement, the sum of _____ per hour for each hour worked or paid to the employee and remit the same to the Laborers' of Illinois Vacation Fund., P.O. Box 9090, Peoria, Illinois 61612 in the manner as from time to time prescribed by the Trustees of said Fund.

Upon thirty (30) days written notice to the Employer the amount to be deducted from the wages of each employee and remitted to the Fund may be amended, altered or discontinued, and the Employer shall thereafter deduct such amount as directed in the written notice and remit the same to the Fund as prescribed by the Trustees of said Fund.

Article 17
New Employees

Section 1. All new employees must have a telephone within ten (10) days of contract ratification or new employees, within ten (10) days of hire.

Section 2. All new employees must have a valid Drivers License or CDL Drivers License with air brake and tanker endorsements and insurability through Contractor's insurance carrier within sixty (60) days of contract ratification.

Article 18
Alcohol and Non-prescription Drugs

Section 1. **Teamsters:** The Contractor agrees to incorporate into the Contract, **ARTICLE 28, Alcohol and Non-Prescription Drugs** of the Articles of Construction Agreement between the Associated General Contractors of Illinois and the T.D.I.C.I.N.C. and made part of this Contract.

Section 2. Laborers: The Contractor agrees to incorporate into the Contract, **ARTICLE 18, Just Cause for Discharge** and **ARTICLE 30, Alcohol and Non-Prescription Drugs** of the Collective Bargaining Agreement between the Associated General Contractors of Illinois and the Laborers' International Union of North America and made part of this Contract.

Article 19
Termination

Section 1. This contract shall go into effect January 01, 2020 and shall remain in full force and effect through December 31, 2022 and shall renew itself automatically on a year-to-year basis unless written notice of termination or desired modifications is given at least sixty (60) days prior to December 31, 2022, by any of the parties hereto.

FOR THE CONTRACTOR:

BY: 

DATE: 12-30-19

FOR THE TEAMSTERS:

BY: 
Keith Gleason

DATE: 12-30-19

BY: 
Gregory A. Wheat

DATE: 12-30-19

FOR THE LABORERS:

BY: 
Anthony Penn - GPLDC

DATE: 12/30/2019

BY: 
Timothy Schmidgall, Sr.

DATE: 12-30-2019

**ADDENDUM 1
LABORERS**

WELFARE PLAN Commencing with the effective date of this agreement, the Employer agrees to make payment to and be bound by the North Central Laborers' Health & Welfare Plan, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay the North Central Laborers' Health & Welfare Plan the amount of Eight Dollars and Forty Cents (\$8.40) per hour or portion thereof, including overtime hours worked by an employee covered by this Agreement. (Effective May 1, 2020 the rate will increase to Eight Dollars and Fifty Cents (\$8.50) per hour or portion thereof, including overtime hours worked by an employee covered by this Agreement.)

Payments to the aforesaid Welfare Fund should be remitted to the NCILHWF, P. O. Box 9090, Peoria, Illinois 61612 no later than the 15th day of the month following the month for which payments are required.

PENSION FUND. Commencing with the effective date of this agreement, the Employer agrees to make payments to and be bound by the Laborers' National (Industrial) Pension Fund, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement.

Effective January 1, 2020 the Employer shall pay to the Laborers' National (Industrial) Pension Fund the amount of Five dollars and twenty-five cents (\$5.25) per hour for each hour worked or portion thereof including overtime hours worked by an employee covered by this Agreement.

Effective January 1, 2021 the Employer shall pay to the Laborers National (Industrial) Pension Fund, the amount of Five Dollars and seventy-eight cents (\$5.78) per hour for each hour worked or portion thereof including overtime hours worked by an employee covered by this Agreement.

The Employer accepts and agrees to be bound by the trust indentures and by the rules and regulations of the above Funds as though an original party thereto and by all amendments, modifications and supplements to the trust indentures and the plans of the Funds made and approved by the Trustees.

ADDENDUM 2
TEAMSTERS

GROUP INSURANCE. The Employer shall contribute to the Teamsters and Employers Welfare Trust of Illinois the sum of:

Year of Contract	Amount Contributed per Week
January 1, 2020	\$385.00 per week per person
January 1, 2021	\$385.00 per week per person
January 1, 2022	\$385.00 per week per person

For each full-time Teamster employee covered by this Agreement who has completed his/her 30 calendar days. Part-time employees shall not be covered under the Plan.

If an employee with respect to whom an Employer is contributing to the Welfare Fund: (i) is absent from work due to injury, not entitling him/her to benefits under workman's compensation or occupational disease law, and (ii) immediately notifies that Employer of such absence, then that Employer shall continue to make contributions for the period of such employee's absence, or for four (4) weeks from the first day of such absence, whichever period is shorter.

If an employee with respect to whom and Employer is contributing to the Welfare Fund is absent from work due to injury at work with the Employer entitling him to benefits under workman's compensation or occupational disease law, or by sickness suffered in connection with his work with the Employer entitling him to benefits under any such law, that Employer shall continue to make its contributions for the period of such employee's absence, but not more than six (6) months from the first day of such employee's absence.

If an employee is granted a leave of absence, the Employer shall collect from the employee prior to the commencement of the leave of absence, a sum of money sufficient to pay for the employee's insurance for the period of the leave of absence.

Notwithstanding anything herein contained, it is agreed that in the event an Employer is delinquent at the end of a period in the payment of that Employer's contributions to the Welfare Fund, in accordance with the rules and regulations of the Trustees of such Fund, after the proper official of the Union has given seventy-two (72) hours notice to that Employer of that Employer's delinquency in contributions, the employees or their representatives shall have the right to take such action as may be necessary against such Employer until such delinquent contributions are made, and it is further agreed that in the event such action is taken, that Employer shall be responsible to that Employer's employees for losses resulting therefrom

and individual employed on a part-time bases works one thousand (1,000) hours or more in a twelve month period, they will be considered a regular employee for the purpose of participation in the Teamsters-National 401(k) Savings Plan and all hours worked by them thereafter (for the remainder of that year and all subsequent years) will require contributions to the Teamsters-National 401(k) Savings Plan in the same manner and amount as required by this contract for regular employees.

Upon execution of this agreement, contribution that would have otherwise been made to the Teamster National 401(K) Savings Plan, the Employers will escrow the required contributions in an account agreed to by the parties.

The Employer has agreed to contribute to the Teamsters National 401(K) Savings Plan; however, the Employer will require a period of time to work with the Teamsters National 401 (K) Savings Plan to set it up. Contributions that would have otherwise been made to the Teamsters National 401(K) Savings Plan will be place in escrow by the parties and when the Employer has set up the Teamsters National 401(K) Saving Plan and the Teamsters National 401 (K) Savings Plan is able to accept contributions, the Employer will transfer the escrowed funds to the Teamsters National 401(K) Savings Plan, pursuant to the rules of the Teamsters Nation 401 (K) Savings Plan. The Employer has 60 days from January 1, 2020, or from the date of execution of the collective bargaining Agreement, whichever is later to set up the account. The transfer of the escrowed funds will occur no later that thirty (30) days after the Employers Teamsters National 401(K) Saving Plan accounts are set up.

Contributions to the Teamsters National 401 (K) Savings Plan are due no later than the 15th day of the following month. Local Unions shall be copied the reporting sheet made to the Teamsters National 401(K) Savings Plan on a monthly basis.

Nothing in this Agreement shall be construed to obligate the Employer to contribute to any multi-employer defined benefit pension plan.

By the execution of this Agreement, the Employer agrees to abide by and be bound by the appropriate Teamsters National 401(K) Savings Plan agreements necessary for the administration of the Teamsters National 401(K) Savings Plan, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Contributions to the Teamsters National 401(K) Savings Plan must be made for each week on each or extra employee, even though such employee may work eight (8) hours in any given week under the provisions of this Agreement

Upon written notification from the Employer concerning COBRA events, the Teamsters and Employers Welfare Trust of Illinois will provide the necessary COBRA notice to any employee who is entitled to receive same.

ADDENDUM 3

PENSION – TEAMSTERS NATIONAL 401(K) SAVINGS PLAN. The Employer will contribute to the TEAMSTERS NATIONAL 401(K) SAVINGS PLAN for regular full time Teamsters per week as follows:

Year	Amount Contributed per Week
January 1, 2020	\$264.80
January 1, 2021	\$275.40
January 1, 2022	per new AGC Agreement


This provision expressly excludes part-time, temporary or seasonal employees.

If an employee is absent because of illness or and 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 (4) weeks. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employees returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If the employee is granted a leave of absence and desires to continue to be covered under said Teamsters-National 401(k) Savings Plan, he/she shall furnish the Employer, prior to the leave of absence being effective, sufficient monies to pay the required contribution into the Teamsters-National 401(k) Savings Plan during the period of absence.


Notwithstanding anything herein contained, it is agreed that in the event an Employer is delinquent at the end of a period in the payment of contributions to the Teamsters-National 401(k) Savings Plan or Health and Welfare Funds created under this contract, in accordance with the rules and regulation of the Trustees of such Funds, after proper official of the Local Union has given seventy-two (72) hours' notice to the Employer of such delinquency in pension or health and welfare payments, the employees or their representatives shall have the right to take such action as may be necessary against such until such delinquent payments are made, and it is further agreed that in the event such action is taken, that Employers shall be responsible to the employees for losses resulting therefrom.

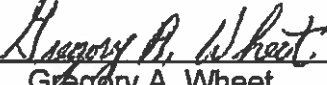
Contributions will be remitted to the Teamsters-National 401(k) Savings Plan on behalf of all employees performing work covered by this Agreement after they have been on the Employer's payroll for thirty (30) calendar days. The parties agree that in the event

FOR THE CONTRACTOR:

BY: 
Max Hoerr
DATE: 12-30-19

FOR THE TEAMSTERS:

BY: 
Keith Gleason
DATE: 12-30-19

BY: 
Gregory A. Wheat
DATE: 12-30-19

FOR THE LABORERS:

BY: 
Anthony Penn - GPLDC

DATE: 12/30/2019

BY: 
Timothy Schmidgall, Sr.

DATE: 12-30-2019