

INDUSTRIAL and ENVIRONMENTAL

CLEANING SERVICES

AGREEMENT

between

GREAT PLAINS LABORERS' DISTRICT COUNCIL

TEAMSTERS LOCAL NO. 627

and

HUNTER HYDRO-VAC, 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 1, 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 re-circulating 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-sections 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 <u>(\$.75/hr)</u>	01/01/21 <u>(\$.75/hr)</u>	01/01/22 <u>(\$.75/hr)</u>
Truck Drivers	\$22.75	\$23.50	\$24.25
Laborers	\$21.75	\$22.50	\$23.25
 NEW EMPLOYEES:			
Laborer Rate	\$13.50	\$14.25	\$15.00
Teamster Rate	\$13.50	\$14.25	\$15.00

Section 2. New employees may be hired at the new employee wage scale as listed above. By 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) time 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
Vacations

Section 1. Employees who complete the number of years of continuous service with the employer and have worked 750 or more hours (including overtime hours worked) shall receive one (1) week vacation pay for the number of hours at straight time as indicated below. Employees who complete the number of years of continuous service with the employer and have worked 1200 or more hours (including overtime hours worked) shall receive two (2) or more weeks vacation and vacation pay. Those employees who work less than 1200 hours and have the necessary years of continuous service shall receive 1/12 of vacation pay and time off for each 100 hours worked (including overtime hours worked). The eligibility period shall be each 12 month period ending on the employee's anniversary date of hire.

LENGTH OF SERVICE	VACATION	VACATION PAY
Less than 1 year	NONE	NONE
At least 1 year but less than 2 years	1 week	40 hours pay
At least 2 years but less than 5 years	2 weeks	80 hours pay
At least 5 years or more	3 weeks	120 hours pay
At least 10 years or more	4 weeks	160 hours pay

Section 2. Vacation periods shall run from January 1 to December 31 of each calendar year. The date for an employee's vacation will be determined by the Company with due regard to the desire, seniority and preference of the employee involved, subject to the efficient operation of the Employer's business. Employees will notify the Employer of their preference as to the date for their vacation on or before December 15 of each year. All vacation time shall be used or it will be lost, unless the employee has scheduled time off and the Employer, due to the work schedule, cannot allow the employee his/her scheduled vacation time off, the employee will be allowed to sell back the unused vacation time or carry it over to the next year.

Section 3. If a holiday falls within the vacation period, the employee shall receive pay for such holiday in addition to his vacation pay.

Section 4. Any employee whose employment has terminated before having received his regular vacation or vacation pay for that contract year shall, upon separation, receive such vacation pay as he would have been entitled to receive if he were at such time of separation to commence his regular vacation. Once an employee has qualified for a vacation under the terms of this Agreement (and who thereafter remains employed) in the event of termination thereafter of such employee's employment, vacation pay shall be pro-rated on the basis of the contract year during which such termination takes effect as applied to such employee. The employee shall be paid the pro-rated amount of vacation pay to which he would be entitled upon the basis of the length of service, in proportion to his actual amount of time of employment as it bears to the contract year involved in which his termination of employment takes place; provided, however, that the amount thereof shall be one-twelfth (1/12th) of the full vacation pay for each 100 hours worked by him during the contract year in which employment is terminated. For the purpose of such computation, vacation pay computation shall be based on the straight time hourly rate attained by such employee at the time of termination of employment.

Article 10 **Holidays**

Section 1. Employees shall not be required to work on the following holidays, or day celebrated as such, but shall receive eight (8) hours pay to be computed as eight (8) hours worked in the regular work week, when not worked. These holidays are as follows:

New Year's Day
Good Friday
Memorial Day
Fourth of July

Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Section 2. To be entitled to holiday pay, an employee must have worked their first work day after such holiday. No employee shall be considered scheduled for work during hours for which he is excused or he is laid off or on a leave of absence approved by both the Contractor and the Union.

Section 3. If it becomes necessary for the employees to work on the before mentioned holidays, they shall be compensated at a rate of one and one-half (1½) times the straight time hourly rate, provided they have completed 40 hours of work including Saturdays, Sundays and holidays that pay period as in Article 6, Section 1.

Section 4. Each employee shall have up to four (4) paid personal days per calendar year, but not to be taken consecutively or in conjunction with a holiday or vacation period, with a 48-hour prior notice to the employer. Employees must work 700 hours during each calendar year to receive two (2) paid personal days. If an employee works 1200 hours during the calendar year he shall receive four (4) paid personal days.

Article 11 **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 12
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 I and Addendum II of this Agreement.

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

Article 13
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 14
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 15 **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 16 **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, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615, 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, 2006, 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 17
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., 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615 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 18
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 19
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 20
Termination

Section 1. This contract shall go into effect January 1, 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: 
Kim Hunter-Guthrie

DATE: 11-18-19

FOR THE LABORERS:

BY: 
Anthony Penn, GPLDC Bus Mgr

DATE: 11/18/2019

FOR THE TEAMSTERS:

BY: 
Keith Gleason

DATE: 11-19-19

BY: 
Tim Schmidgall

DATE: 11-7-19

BY: 
Gregory Wheat

DATE: 11-19-19

ADDENDUM 1

HUNTER HYDRO-VAC

HEALTH AND WELFARE AND PENSION FUNDS

The Contractor agrees to maintain during the term of this Agreement the negotiated Health and Welfare Plan. Said Health and Welfare shall be applied for after sixty (60) days of employment, working at least thirty (30) hours per week or one hundred twenty (120) hours per month for two (2) consecutive months. In the event that the Contractor is unable to provide coverage through the same insurance carrier, it is agreed that the coverage & premium shall remain as equal as possible through a separate carrier. Health and Welfare Plan booklets will be provided to each employee and the Union by the Employer.

Effective January 1, 2020 the Company will pay into the Laborers National (Industrial) Pension Fund the sum of thirty-three cents (\$.33) per hour on behalf of all bargaining unit employees.

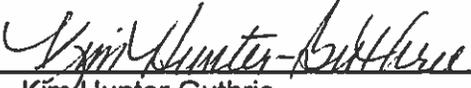
Effective January 1, 2021 the Company will pay into the Laborers National (Industrial) Pension Fund the sum of thirty-six cents (\$.36) per hour on behalf of all bargaining unit employees.

The employer agrees to maintain the current level of benefits paid into the 401K pension plan.

It is agreed after the employee has qualified for insurance coverage under Section 11-1 and works less than the required hours to qualify, then the employee may elect to continue insurance coverage and pay a pro rata share of cost between the employer and employee. (e.g. an employee who elects coverage and works fifteen (15) hours per week shall pay one-half (½) the cost of the monthly premium).

Effective January 1, 2020 and the term of the collective bargaining agreement, the Employees agree to pay 25% of their medical cost.

FOR THE CONTRACTOR:

BY: 
Kim Hunter-Guthrie

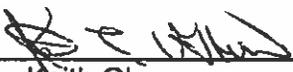
DATE: 11-18-19

FOR THE LABORERS:

BY: 
Anthony Penn, GPLDC

DATE: 11/18/2019

FOR THE TEAMSTERS:

BY: 
Keith Gleason

DATE: 11-19-19

BY: 
Gregory Wheat

DATE: 11-19-19

BY: 
Timothy Schmidgall

DATE: 11-7-19

Rehabilitation Plan: Addendum B

MODEL AGREEMENT ADOPTING PREFERRED SCHEDULE

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

Whereas the undersigned Union and Employer are parties to a collective bargaining agreement that provides for contributions to the Laborers' National (Industrial) Pension Fund; and

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

Whereas, a copy of the Plan has been provided to the Union and the Employer; and

Whereas, the Plan, in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the Schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedule and wish to document that agreement;

It is hereby agreed by the undersigned Union and Employer as follows:

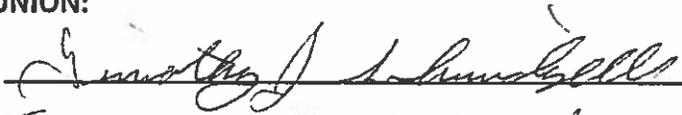
1. This Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supercede any inconsistent provision of the collective bargaining agreement.
2. The current contribution rate to the Pension Fund of \$.30 per hour shall be increased by 10% to the rate of \$.33 per hour effective January 1, 2010. On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the next highest penny).
3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group will remain unchanged with the following exceptions:
 - (a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.
 - (b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$5,000 or less and for the Fund's \$5,000 death benefit.

(c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.

4. The Plan as a whole is deemed to be a part of the Preferred Schedule.
5. This Addendum shall be effective as of _____, 201__, which date is the same date on which the contribution rate increase under paragraph 2 is first effective.

To acknowledge their agreement to this Addendum, the Union and the Employer have caused their authorized representatives to place their signatures below:

FOR THE UNION:

Signature: 
Name: Timothy J. Schmidgall
Position: Business mbr. Date: 11-7-19

FOR THE EMPLOYER:

Signature: 
Name: KIM HUNTER-GUTHRIE
Position: President/Owner Date: 11-18-19