

AGREEMENT

BETWEEN

**DLP SERVICES**

*And*

**LOCAL 351, INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO**

EL PASO, TX

July 1, 2019 through June 30, 2022

Preamble .....	3
Union Recognition .....	4
Subcontracting .....	5
Union Security .....	6
Check Off Authorization .....	7
Seniority .....	8
Probationary Employees .....	9
Wages and Health and Welfare .....	11
Hours of Work and Overtime.....	12
Holidays.....	13
Vacation .....	14
Sick Leave .....	16
Jury Duty .....	17
Funeral Leave .....	18
Discipline Policy .....	19
Attendance .....	20
Grievance and Arbitration .....	22
Shop Steward .....	24
Visitation Rights .....	25
Bulletin Boards .....	26
Mileage Allowance .....	27
Captions and Terms .....	28
Management Rights .....	29
Saving Clause .....	31
Duration .....	32
Schedule A .....	33

## **PREAMBLE**

THIS AGREEMENT, made and entered into this July 1, 2019 by and between DLP Services, with its office at 506 Griner St Del Rio, TX 78840 (hereinafter referred to as the "Company" or "Employer") and Local 351 of the International Union of Operating Engineers, AFL-CIO, with its principal office at 111 E. Coolidge, Borger, TX 79007 (hereinafter referred to as the "Union").

It is the intent and desire of the parties hereto to foster and promote stable and peaceful labor relations among the Company, its employees covered by this Agreement, and the Union, to establish an orderly relationship between them so that grievances will be settled in accordance with the Agreement, and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment. Therefore, in consideration of the mutual promises and obligations herein assumed, the parties agree as follows:

**ARTICLE I**  
**UNION RECOGNITION**

The Company recognizes the Union as the sole and exclusive bargaining representative in all matters concerning wages, hours and other working conditions for all full-time and regular part-time custodians/janitor employed by DLP Services. at (Locations) excluding all other employees, including but not limited to guards and supervisors as defined in the National Labor Relations Act as amended

**ARTICLE II**  
**SUBCONTRACTING**

The Company will not use subcontractor personnel for the purpose of laying off, avoiding the recall procedure established in this contract or avoiding overtime.

Notwithstanding the above the Company may subcontract work which is specialized in nature, or which involves other unusual demands for which bargaining unit employees are not suitable.

### **ARTICLE III UNION SECURITY**

All present employees who are members of the Union, on the effective date of this Agreement, shall remain members as a condition of employment. All present employees who are not members of the Union, and all new employees hired hereafter, shall as a condition of employment, become members of the Union as of the effective date of this Agreement, or not later than the 31st day of their employment, whichever occurs later. All employees shall remain members in good standing for the full term of this Agreement in accordance with Section 8(a) (3) of the Labor Management Relations Act and any amendments or additions thereto. Failure to comply with this requirement shall be a cause for discharge of the employee, upon written notification to the Company, by the Union, that an employee has failed to tender the appropriate dues and fees uniformly imposed upon all employees in the bargaining unit.

When the Union advises an employee in writing that he or she is delinquent in the tender of fees or dues as required, the Union shall send a copy of the notice to the Company.

The Union further agrees to save the Company harmless from any legal actions growing out of this Article that may be instituted by any employee involved therein before a court, the National Labor Relations Board, or any other body asserting or having jurisdiction, against the Company and further agrees to reimburse the Company for any financial payment adjudged by a court, the National Labor Relations Board, or any other body asserting or having jurisdiction, against the Company as well as reasonable costs and expenses involved in defense of any such action as set forth in this paragraph.

**ARTICLE IV**  
**CHECK-OFF AUTHORIZATION**

Upon receipt of a signed authorization of the employee involved, the Company shall deduct from the employee's pay, and uniform monthly dues, payable to the Union. The Union will acknowledge receipt of the remittance in writing, deducted and remitted once they are paid to the Union.

The Union further agrees to hold the Company harmless from any legal actions growing out of these check-off deductions that may be instituted by any employee involved therein before a court, the National Labor Relations Board, or any other body asserting or having jurisdiction, against the Company and further agrees to reimburse the Company for any financial payment adjudged by a court, the National Labor Relations Board, or any other body asserting or having jurisdiction, against the Company as well as reasonable costs and expenses involved in defense of any such action as set forth in this paragraph.

If any change in the amount of dues is made by the aforesaid Union during the term of this Agreement, the Union will give prompt written notice of such to the Company, and the Company shall not be responsible for deducting the changed initiation fees or dues until it receives such written notice.

## **ARTICLE V SENIORITY**

Company Seniority under this Agreement shall be defined as length of continuous service from the most recent date of hire by the Company or previous contractors performing the same services under the current contract between the Company and the Government.

Company Seniority shall be considered in the selection of work shifts, amount of hours worked, days off, reduction and restoration of the working force. Company Seniority shall be considered in the selection of vacation periods and amount of vacation.

Company Seniority lists shall be prepared by the Company and shall be posted January 1<sup>st</sup> of each year and shall be revised each six (6) months thereafter. Such lists shall be subject to correction upon protest and clarification, but if no complaint is made within fifteen (15) days of posting, the list published will be assumed to be correct.

In case of layoff Company Seniority shall be followed, the employee with the least seniority shall be laid off. Whenever a vacancy occurs with employees on layoff, employees who are on layoff shall be recalled. Recalled first shall be the last employee laid off. Recall shall thereafter continue, as above, in reverse order of layoff.

Employees who are promoted to positions excluded from the bargaining unit will be given a leave of absence from the bargaining unit for three (3) months and shall continue to retain and accrue seniority during that period. If at the end of this period the employee has not returned to work within the classifications covered by this Agreement, he shall lose all seniority rights under this Agreement, and his name shall be removed from the seniority lists

Employees covered by this Agreement shall lose their seniority status and their names shall be removed from the seniority lists under the following conditions:

- A.** The employee quits or resigns.
- B.** The employee is discharged for just cause.
- C.** The employee is laid off and not re-employed within six (6) months.



**D.** The employee has been laid off for less than six (6) months and the employee does not return to the service on or before a date specified in a Registered Mail letter from the Company mailed to the employee's last known address offering such employee reemployment, which date shall not be prior to five (5) days after mailing such notice, provided, however, that this paragraph D shall not apply to offers of temporary work.

**E.** An employee, while on a leave of absence, accepts another job.

**F.** The employee fails to return to work at the expiration of either a medical or personal leave of absence.

**G.** Absence from work for three (3) days or longer without notice.

**ARTICLE VI**  
**PROBATIONARY EMPLOYEES**

Newly hired employees shall be on probation for the first ninety (90) days. During this period, employees shall receive the rates of pay provided herein, but shall not be entitled to any other benefits under this Agreement. During the probationary period, the Company may discipline or discharge any employee for any reason without recourse to the grievance procedure.

Upon completion of the probationary period, employees shall be placed upon the seniority list as of the first date of employment. Employees will, however, accrue vacation and sick leave benefits based on their total length of service with the Company.

**ARTICLE VII  
WAGES AND HEALTH AND WELFARE**

The Wage and Health and Welfare rates, which shall be effective during the term of this Agreement, are set forth in Schedule "A".

**ARTICLE VIII  
HOURS OF WORK AND OVERTIME**

Unless the government reduces the scope of work all full-time employees shall work forty (40) hours divided into five (5) days of eight (8) consecutive hours in any one day; this shall constitute the workweek (Monday through Sunday). Part time workers are classified as working an average of twenty nine (29) hours or less in a work week. All hours worked in excess of forty hours in a week shall constitute overtime and shall be paid for at one and one-half (1½) times the employee's basic rate of pay.

Where possible, each employee shall have two (2) regularly assigned days off in each forty (40) hour workweek and, these days shall be consecutive. Should an employee be assigned to work on either of his/her assigned days off, or both, shall be paid accordingly, but shall not be reassigned alternate days off to avoid payment of overtime.

The Company or supervisors shall post a work schedule at least one week in advance. In case of an emergency or requirements by the Government, the schedule shall be posted as soon as reasonably possible.

Employee will be provided a paid ten (10) minute break after 2.5 hours worked. Employee will be required to take an unpaid 30 minute break after 5.5 hours worked. After 7.5 hours, employee will receive another paid ten (10) minute break. Employees shall be responsible for taking these breaks in a timely manner and without the supervision, demand or reminder from the Company or supervisors. The Company shall not be responsible for signing employees in or out for breaks and shall not be responsible for an employee's failure to take a break unless the Company actively prevented the employee from taking said break.

**ARTICLE IX  
HOLIDAYS**

The Company will pay eligible employees for the following holidays not worked:

New Year's Day  
Martin L. King's Birthday  
President's Day  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

The holiday pay shall be the employee's regular rate of pay as if the holiday were a regularly scheduled day. If an employee is required to work on a holiday, he or she shall be paid one and one-half (1½) times holiday pay for all hours worked.

If a holiday falls within an employee's vacation period, the employee shall be paid for their normal scheduled hours at straight time hourly rate in addition to vacation pay.

**ARTICLE X  
VACATION**

An employee who shall have attained the years of continuous service specified in the following table, shall receive a regular vacation corresponding to such years of continuous service with vacation pay as shown in the following table,

<u>Years of Service</u>	<u>Entitlement</u>
One (1) year of Service	10 days
Five (5) years of service	15 days
Fifteen (15) years of service	20 days

The Company shall have the exclusive right to fix and determine the vacation schedule; however, wherever practicable, the Company will give consideration to the wishes and Company Seniority of the employees in scheduling vacation, but such schedule should be governed by the operating requirements of the Company. Except in cases of an emergency the employees must provide management with a one (1) week advance notice prior to taking vacation.

During the month of December employees will schedule vacation time in accordance with Company Seniority. Vacation time not scheduled during this month should be subject to availability of such available vacation time.

Vacation payment will be calculated on the basis of a regularly scheduled day at the employee's straight time rate in existence at the time of vacation.

Payment of vacation pay shall be made to each employee entitled thereto on his/her regular payday preceding the commencement of his/her vacation.

Vacations shall be based on an employee's anniversary date and vacation time may be used in one hour increments. Vacation time must be taken during the year that the employee

has earned vacation eligibility, unless the Employer's need preclude the employee from taking his/her vacation time on such year.

Employees, who are laid off or otherwise removed from the payroll, shall be paid any unused vacation time.

## **ARTICLE XI SICK LEAVE**

Employees are entitled to sick leave, with pay, at the employee's regular rate of pay, as identified in Schedule "A". The Company requires medical proof of illness for absences in excess of three (3) consecutive days, or as needed based on individual circumstances, and failure to provide said proof may result in non-payment of sick leave pay, as well as disciplinary action. Employees may use sick leave in One (1) hour increments. The Company must provide employees with one (1) hour of paid sick leave for every thirty (30) they work up to fifty six (56) hours of paid sick leave each year.

Unused sick leave accrued but not used from one accrual year to the next will be carried over, however, no employee will be allowed to have a total accrual of more than 56 hours of sick leave at any given time. Unused sick leave carried over from the previous accrual year does not count toward the 56-hour limit in the next accrual year but the employees' amount of paid sick leave at any point in time will be limited to 56 hours.

An employee may use paid sick leave for time he or she would otherwise be working on or in connection with a covered contract if he or she is absent because of:

- (1) A physical or mental illness, injury, or medical condition.
- (2) Obtaining diagnosis, care, or preventive care from a health care provider.
- (3) Caring for her child, parent, spouse, domestic partner, or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship who has any of the conditions or needs for diagnosis, care, or preventive care described in (1) or (2) or is otherwise in need of care.
- (4) Domestic violence, sexual assault, or stalking, if the time absent from work is for the purposes described in (1) or (2) or to obtain additional counseling, seek relocation, seek assistance from a victim services organization, take related legal action, including preparation for or participation in any related civil or criminal legal proceeding, or assist an individual related to the employee as described in (3) in engaging in any of these activities.



**ARTICLE XII**  
**JURY DUTY**

An employee summoned for Jury Duty to a court of record shall be allowed, whenever reasonably possible, the necessary time off for such service. However, the Company reserves the right to request a release from jury duty for any employee so summoned.

Whenever an employee may be summoned, he shall be compensated for the difference between his straight time hourly rate for such scheduled work hours lost and the payment received for jury duty, to a maximum of three (3) days, following presentation to the Company of a written statement from the clerk of the court showing the dates of such service and the amount of compensation. Failure to provide a one (1) week notice or failure to provide said written statement may result in non-payment of jury duty compensation.

Jury Duty requiring more than three (3) days shall be reviewed on a case-by-case basis. The Company, however, shall have the exclusive right to determine whether an employee shall be compensated for jury duty that extends beyond five (5) days.

**ARTICLE XIII  
FUNERAL LEAVE**

Employees are authorized up to three (3) days of paid leave for a death in the immediate family. These three (3) days must include the day of the funeral or burial, and they must be used consecutively. The maximum amount of bereavement leave that may be requested by an employee in any contract year is five (5) days.

For purposes of this Section, the immediate family includes: spouse, child (including stepchild), parent (including stepparents and in-laws), sibling, grandparent and grandchild.

Proof of death and/or relationship to the deceased may be required and failure to provide said proof may result in non-payment of funeral compensation. No employee shall receive any part of funeral leave that occurs during previously scheduled or regular time off or when the employee is absent from work for other reasons.

In no event shall pay for funeral leave be in excess of eight (8) hour per day at the straight time rate of pay.

Should an employee require more time off, the employee may use vacation leave and if vacation is exhausted may request Leave Without Pay such as in cases where travel is required, with the Company's or supervisor's prior approval.

**ARTICLE XIV  
DISCIPLINE POLICY**

Just Cause Standard. Nothing in this Agreement shall limit the right of the Company to discipline, demote or discharge any employee at any time for just cause.

If an employee is banned from the Post and/or the workplace by the Government such action shall constitute just cause for immediate discharge under this Article 25.

Company and Customer Property. Company and Customer property shall not be used in a careless, abusive, or illegal manner, or for personal purposes. An employee who violates this Section is subject to discipline up to and including discharge.

Working Rules. Failure of an employee to comply with working rules, policies or procedures of the Company or Customer, to follow lawful and proper orders or instruction, or to comply with safety rules or practices is grounds for discipline up to and including discharge.

Conduct. All employees are required to conduct themselves in a proper and businesslike manner and to be courteous and considerate of all Company employees, the Customer and others they come in contact with. An employee who violates this Section is subject to discipline up to and including discharge.

Burden of Proof. The burden of proof for all discipline shall be the “preponderance of evidence standard”. The Company shall bear the burden of proof.

Misconduct shall ordinarily be dealt with in the following manner:

First Offense:	Verbal Warning and Counseling
Second Offense:	Written Warning
Third Offense: Company	Suspension deemed appropriate by the up to three (3) days without pay

Fourth Offense:

Termination

The Employer may skip a step in the progressive discipline in section 29.6 depending upon the severity of the infraction. The severity of the discipline will be determined by the Company based on the nature and frequency of the violation, the employee's prior disciplinary record, the impact of the offense on Company operations, the employee's cooperation and honesty during the Company's investigation of the events of which lead to the discipline, the employee's willingness to accept responsibility and the employee's overall past record and performance.

Discipline issued under section 25.6 will not be used for purposes of progressive discipline after twelve (12) months from the issuance date.

Discharge or suspension must be by proper written notice to the employee, with a copy mailed or delivered to the Union representative. Warning notices of complaints against an employee need not be for the similar or the same reasons for disciplinary action taken by the Employer.

## **ARTICLE XV ATTENDANCE**

The Employer expects all employees to assume responsibility for their attendance and timeliness. The Employer understands that occasionally unscheduled absences will be requires rescheduling and reassignment, creates additional work for other employees and detrimentally affects the ability of the Employer to efficiently service its customer. Whenever possible, personal business (medical appointments, school visits, etc.) should be conducted during off work hours. The following "occurrence based" procedure is intended to encourage regular attendance through corrective discipline.

### **A. Attendance Procedure**

1. An unexcused absence is an absence that is neither covered by Paragraph (A) 3 nor approved by the Company.
2. An "occurrence" is defined as follows:
  - a. A single day of unexcused absence.
  - b. Consecutive days of unexcused absences will be counted as separate occurrences. Each day will be counted as an occurrence; and
  - c. Two (2) unexcused occurrences of tardiness will be counted as one (1) occurrence. Tardiness is defined as follows: not reporting as scheduled at the beginning of the work shift in proper work attire and Personal Protective Equipment (PPE).
3. Provided appropriate notice is given and paperwork timely completed, absences for any of the following reasons will be excused and will not be counted as an occurrence.
  - a. FMLA leaves of absence or other leave of absence scheduled in advance;
  - b. Jury duty or attending court as a witness under compulsory process;
  - c. Paid holidays, if not specifically scheduled to work;
  - d. Paid Time Off (PTO) scheduled in advance;
  - e. Approved unpaid time off, approved by the Project Manager;
  - f. Workers compensation leave;

- g. Bereavement unpaid leave up to three (3) consecutive days for death of immediate family member provided that the employee provides documentation.
- h. Medical or sickness circumstances will be labeled "ST" (Sick Time). The first three (3) ST within twelve (12) months will not be counted as unexcused absence and after that ST will not be counted as an unexcused absence provided the employee brings evidence he/she was sick.
- i. A sudden, unforeseeable and severe emergency that prevents an employee from attending work or needing an early release from duty, provided that the employee provides documentation and immediate notice of the emergency.

4. After one (1) occurrence in any rolling twelve (12) month period, employees will be counseled and given a verbal warning by their supervisor and advised that the corrective action steps described below will be applied. The counseling/verbal warning will be documented and included in the employee's personnel file.

5. The following corrective action steps will be applied to occurrences falling within any rolling twelve (12) month period by counting the number of occurrences with the preceding twelve (12) months.

a. Second Occurrence - employee will be issued a written warning stating that his/her attendance is unsatisfactory and must be improved immediately. The written warning will be documented and included in the employee's personnel file.

b. Third Occurrence - employee will be suspended for three (3) days with no pay. The suspension will be documented and included in the employee's personnel file.

c. Fourth Occurrence – employee will be terminated.

6. Employees absent, without notice, for three (3) or more consecutive scheduled work days will be considered "NO CALL - NO SHOW" and will be treated as having voluntarily quit their employment.

## B. Call-In Procedure

1. Any unexcused absence of one (1) hour or more must be reported by the employee as soon as possible to the Associate Project Manager or their Supervisor but in no event later than thirty (30) minutes before the start of the employee's scheduled shift. At the time of call-in, the following information must be reported:
  - a. The employee's name;
  - b. A telephone number where the employee can be contacted;
  - c. The reason for the absence or tardy; and
  - d. Expected duration of absence and date of return. If the expected duration of absence cannot be determined at the time of the call, the employee must call in no later than the end of his scheduled shift and indicate whether or not he will be coming to work the following day.

Failure to follow the Call-In Procedure will result in appropriate disciplinary action, up to and including termination of employment.

## ARTICLE XVI GRIEVANCE AND ARBITRATION

**Section 1. Definition:** A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment. A grievance shall include, but is not limited to the complaint of an employee, Company, or of the Union which involves the interpretation, application of or compliance with the provisions of this Agreement

**Section 2. Procedure:**

**Step I** Within five (5) working days of an incident or event giving rise to a grievance, the Shop Steward or Union representative must present the grievance to the grievant's immediate supervisor, and the parties shall have a discussion in an effort to resolve the grievance. The employee may accompany his Steward, if he so desires. If the parties are unable to resolve the grievance in the discussion, the Company shall render a written decision within seven (7) working days after the conclusion of the discussion.

**Appeal** If the Union wishes to appeal, it must appeal a denied grievance to Step 2 within two (2) working days after the receipt or non-receipt of the Company's written decision. Such appeal shall be in writing to the Company's representative.

**Step II** The employee shall be represented by the Shop Steward or Union Representative. The Company's representative shall meet with the Steward or Union Representative as expeditiously as possible. A decision by the Company shall be rendered in writing within seven (7) working days.

**Appeal** The Union may appeal a denied Step 2 grievance to Arbitration within twenty (20) working days of the receipt or non-receipt of the Company's written decision.

**Step IV Arbitration** In the event of Arbitration, the party invoking the Arbitration will request that the Federal Mediation and Conciliation Service ("FMCS") submit a list of at least five and no more than seven arbitrators. Upon receipt of the list of arbitrators, each party, beginning with the party which requested arbitration, will alternate in striking a name from the list until only one name remains.



The arbitrator shall have jurisdiction and authority to apply, interpret and determine compliance with the terms of this Agreement but in no case add to, deviate from, detract from or alter in any way the provisions of this Agreement. The decision of the arbitrator shall be confined to the matter submitted to him or her for arbitration.

All awards of back wages shall be limited to the amount of wages the employee would have otherwise earned from his or her employment with the Company. Any employment or unemployment compensation or other compensation for personal services that the grievant may have received from any source during the period in dispute shall be deducted from any award of back wages.

The decision of the arbitrator, if rendered in accordance with the provisions of this article, will be final and binding upon the Union, all bargaining unit employees, and the Company.

At any arbitration hearing under this article, if both parties involved agree to utilize the services of a court reporter, the expenses and fees incurred (including the cost of providing a copy of the record to the arbitrator) will be borne equally by the Employer and the Union. If only one party desires to utilize the services of a court reporter, it may do so, and that party will pay all of the court reporter's fees and expenses, and provide a copy of the record to the arbitrator; provided, however, that neither the paying party, the arbitrator, nor the court reporter will make a copy of the record available to the non-paying party.

The compensation and costs required to be paid to the arbitrator and arbitration service will be borne equally by the Union and the Employer.

**ARTICLE XVII**  
**SHOP STEWARD**

The Union may select one employee of the Company to act as Shop Steward. A Shop Steward's authority shall be limited to and shall not exceed the following duties and activities:

The investigation and presentation of grievance to the designated Company representative in accordance with the provisions of the collective bargaining agreement.

Shop Steward may receive and may discuss grievances of employees on the premises of the Company, but only to such extent as does not neglect, retard or interfere with the work or duties of employees. Shop Steward shall obtain permission of his respective supervisor prior to leaving his work assignments to handle grievances, and report to his supervisor upon return.

Any activities undertaken by the Shop Steward outside of his normal working hours, shall not be considered as time worked for pay or overtime purposes.

**ARTICLE XVIII**  
**VISITATION RIGHTS**

Officers of the Union shall have the privilege of visiting members of the Union during working hours upon reasonable notification of the Company Project Manager or his Company designee.

**ARTICLE XIX**  
**BULLETIN BOARDS**

The Company agrees to provide the Union with a bulletin board, however, all material to be posted requires the approval of the Company Project Manager or a Company designee prior to posting.

**ARTICLE XX**  
**MILEAGE ALLOWANCE**

The Company agrees to pay employees for all miles driven performing duties during their scheduled work hours while using their personal vehicles in accordance with the rate establish by the Internal Revenue Service currently set at fifty six cents (\$0.56) per one (1) mile. The mileage rate shall automatically adjust with the rate established by the Internal Revenue Service and shall never be more than the rate established by the Internal Revenue Service.

**ARTICLE XXI**  
**CAPTIONS AND TERMS**

Captions or Articles of this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions thereof. Wherever the singular or plural number is used herein, it shall equally include the other and wherever the masculine or feminine gender is used, shall equally include the other.

**ARTICLE XXII  
MANAGEMENT RIGHTS**

The Company retains full and exclusive authority for the management of its operations. Except as expressly limited by other provisions of this Agreement, the Company retains the right to direct the working force, including the determination of crew composition; creating, consolidating or abolishing job classifications or duties; hiring; promotion; transfer; assignment of employees; to discipline or discharge employees for just cause; to schedule work, including overtime work; to adopt rules, policies and procedures not inconsistent with the terms of this Agreement; to reduce the workforce; and to structure its operations, including where deemed appropriate by the Company, to consolidate and/or reorganize operations for valid business purposes.

**ARTICLE XXVIII**  
**SAVING CLAUSE**

Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted law, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.




**ARTICLE XXIX  
DURATION**

This Agreement shall be in full force and effect from 12:01 A.M. July 1, 2019 to 12:00 midnight June 30, 2022. The provisions of this Agreement may be made subject to negotiations by either party giving notice to the other in writing no earlier than sixty (60) days prior to above stated expiration date. During the sixty (60) days prior to termination of this Agreement, the Company and the Union will meet, negotiate and attempt to reach a new Agreement before this Agreement terminates at the expiration of said sixty (60) days.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the \_\_\_\_\_ day of June, 2019

  
\_\_\_\_\_  
DLP SERVICES

06/07/2019  
DATE

  
\_\_\_\_\_  
INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 351, AFL-CIO

6/7/19  
DATE

## SCHEDULE "A"

### Wages:

Job Classification	Current	7/1/2019	7/1/2020	7/1/2021
Custodian	\$ 10.20	\$ 11.02	\$ 11.35	\$ 11.69

### Health and Welfare:

Health and Welfare Benefit	Current	7/1/2019	7/1/2020	7/1/2021
	\$ 4.27	\$ 4.27	\$ 4.40	\$ 4.53

The health and welfare benefit is paid to the employees as taxable cash on each pay check, based on the regular hours paid in that pay period.

### Pension:

Effective July 1, 2019 the Company agrees to contribute the amounts listed below per hour paid, not to exceed two thousand and eighty (2080) hours per year, for all employees covered herein to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers.

Pension	Current	7/1/2019	7/1/2020	7/1/2021
	\$ -	\$ 0.50	\$ 0.75	\$ 1.00