LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA
INDUSTRIAL AND ENVIRONMENTAL
CLEANING SERVICES
SPECIALTY DISTRICT COUNCIL AGREEMENT

EAGLE SERVICES CORP
2702 BEECH STREET
VALPARAISO, IN 46383

JANUARY 1, 2017
thru
DECEMBER 31, 2019
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Industrial Service Agreement

Preamble

This Agreement is made and entered into this 1st day of January, 2017, between the Laborers’ International Union of North America, AFC-CIO, for and on behalf of its affiliated Local Unions and District Councils, hereinafter referred to as the Union, and Eagle Services and its subsidiary and affiliated corporations, 2702 Beech Street, Valparaiso, IN 46383, hereinafter referred to as the Employer.

Article I
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 those LIUNA District Councils which are signatory to this Agreement.

Article II
Union Recognition

Section 1. The Employer hereby recognizes and acknowledges the LIUNA applicable District Council 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 III
Jurisdiction

Section 1. The work coming under the jurisdiction of the Union and by the terms of this Agreement includes all work to be performed by Employees of the Employer at the work site shall cover and apply to industrial and environmental service cleaning work.

Section 2. This Agreement shall apply to industrial and environmental service cleaning work, and is not intended to apply to new construction work or broom crews that are covered by the National Maintenance Agreement, asbestos, and lead based paint. If so, it shall be performed under those Agreements.

Article IV
Union Security

Section 1. The Employer recognizes and acknowledges that the Laborers’ International Union of North America District Councils are the sole representatives of all Employees in the classification of all work under its jurisdiction covered by this Agreement, for the purpose of collective bargaining.

Section 2. Subject to the provisions and limitations of the National Labor Relations Act, as amended, all present Employees, who are members of the Union on the effective date of this...
Agreement, shall continue their membership in the Union for the duration of this Agreement to the extent of paying an initiation fee and membership dues and working dues uniformly required as a condition of acquiring or retaining membership in the Union. All Employees, who are not members of the Union, and all persons who hereafter become Employees, shall become members of the Union on the thirty-first (31st) day following the beginning of their employment, or, on the thirty-first (31st) day following the effective date of this Agreement, whichever is later, and shall remain members of the Union to the extent of paying an initiation fee and the membership dues and working dues uniformly required as a condition of acquiring or retaining membership in the Union, whenever employed under and for the duration of this Agreement.

Section 3. The Union shall notify the Employer, by certified mail, directed to the home office of the Employer, of any default on the part of an Employee to pay his initiation fee and membership dues and/or working dues pursuant to this Article. Such communication shall: identify the name and address of the delinquent Employee; state that Union Membership was available to such Employee under the same terms and conditions generally applicable to other members; state that despite notice, such Employee has defaulted on his obligation to pay his initiation fee and membership dues and working dues; and, shall instruct the Employer to discharge such Employee. Within twenty-four (24) hours (Saturday and Sunday excluded) from receipt of such written notice, the Employer shall discharge such Employee. The Parties agree that such discharge shall be based on the information supplied and representations made by the Union. The provisions of this Section shall be deemed to be of no force and effect in any state to the extent to which the making or enforcement of such provision is contrary to law.

Article V

Job Notification and Pre-Job Conference

Section 1. The Employer agrees to notify the appropriate Laborers’ International Union of North America District Council or Local Union of successful job bids. Acceptance of Agreement of jobs obtained by Employer describing location, size and extent of work, and the proposed starting date. It is a violation of this Agreement to start a job without prior notification or a pre-job conference subject to the following provisions.

Section 2. It is recognized that some jobs are awarded on relatively short notice and are of relatively short duration, making a pre-job conference prior to commencing each job unduly burdensome for Employer and Union. However, if the job duration is ten (10) days or less, the Pre-Job Conference is not necessary.

Section 3. It shall be the purpose of the pre-job conference for the Employer and the Union to agree on such matters as the length of the work week, the number of men employed, the check-off of Union dues, initiation fees, and the applicable wage rates and fringe benefits contributions in accordance with this Agreement, and any other matters as deemed necessary.

Article VI

Dues And Initiation Fees, Working Dues Check-Off

Section 1. The Employer signatory to this Agreement agrees to deduct from the pay of Employees covered by this Agreement regular and uniform Working Dues, in an amount designated by the Union, provided, before any such deduction is made, the Union shall secure and furnish to the Employer a properly signed Authorization Form from each Employee permitting such deductions. Such deductions shall be remitted by the 10th of each month,
following the end of the month for which deductions are made, to the designated depository by separate check and report of gross wages.

Section 2. The Authorization and Assignment of Working Dues shall be irrevocable for the period of one (1) year or until the termination of this Collective Bargaining Agreement, whichever period is less, unless written notice is given by the Employee to the Employer and to the Union, not more than sixty (60) days and not less than thirty (30) days before any periodic renewal date. In case no such notice is given, the Authorization shall continue in effect from year to year until such notice is given.

Section 3. Violation of the Dues Check-off Clause of this Agreement is specifically exempted from the application of the grievance and arbitration procedure. (If the Employer violates the provisions of the dues check-off clause of this Agreement, the Union, without violation of this Agreement, shall be permitted to strike the Employer to remedy such violation, provided, the Employer is given a certified written notice by the Union of its violation and is further allowed a period of fifteen (15) days to remedy said violation).

Section 4. The Employer, or his authorized representative, shall notify the Local Union of the Party of the Second Part of all Employees given employment covered by this Agreement, by submitting on the first fringe benefit report after hire in, in order that the Union may obtain the required and necessary information from the aforesaid individuals to properly register them in the Working Dues Check-Off.

Section 5. Check-Off. The Employer agrees to honor, upon presentation by the Union, all assignments from initiation fees, membership dues, readmission fees, and working dues which have been properly signed by an Employee on a form furnished by the Union, to deduct the amount stated thereon from wages earned by the Employee and to pay the amount so deducted to the respective Local Union, provided, however, that this Section shall apply only to those assignments which are irrevocable for one year or until this Agreement expires, whichever occurs sooner, and to those assignments which, in addition, provide that they shall automatically renew themselves for successive yearly or applicable contract periods thereafter, whichever is less, and which further provide that the Employee may revoke said assignments by giving written notice thereof to the Employer and the Union at least thirty (30) days and not more than sixty (60) days before any periodic renewal date.

Article VII
Management Rights

The Union recognizes that the Employer shall have sole jurisdiction of the management and operations of its business, the direction of its working force, the right to maintain efficiency on its jobs by the use of any machinery, tools or labor-saving devices, and the right of the Employer to determine the number of Employees required for each job and to hire and discharge Employees subject to the provisions of this Agreement. It is agreed that the rights enumerated above shall not be deemed to exclude other pre-existing rights of Employer not enumerated which do not conflict with other provisions of this Agreement.

Article VIII
Key Men

Section 1. The Union recognizes the right of the Employer to employ an agreed upon number of "Key Men". "Key Men" shall mean those Employees who are regularly and
customarily employed by the Employer whenever he has work and who have been employed by him sometime during the past six (6) months and who, because of their special knowledge, skill and experience regarding the Employer’s operations are considered necessary by the Employer to the efficient performance of the work to be done under this Agreement.

Article IX

Hiring Procedures

Section 1. After Employment of Key Men in accordance with Article VIII, the Employer agrees to utilize valid non-discriminatory hiring practices in the local area, not inconsistent with the terms of this Agreement. The Employer further agrees to hire Employees covered by this Agreement through the Local Union having geographical jurisdiction, subject to the provisions contained herein. The Union agrees to notify the Employer from time to time to the existence of and procedure to be followed in utilizing such hiring procedures.

Section 2. Once a Laborer is hired the Contractor and that member has completed his probationary period, he shall have recall rights before any new probationary Employee can work. Those Employees shall remain employed with the Company for the duration of that job before any new Employee can be hired for that job.

Article X

Steward

Section 1. When the Business Manager or his designated representative deems it advisable, he may, upon written notice to the Employer, appoint a Steward or Stewards on any given project. Said Steward is to be recognized by the Employer and he shall have the right to act on any grievance without discrimination. Said Steward shall be a working Employee and shall be retained on any given project as long as, or when any Employee covered by this Agreement is employed on the project by the Employer.

Section 2. In case the Steward cannot settle any dispute or grievance, the Business Manager shall be notified to take up with the Employer, said grievance. For all purposes of this Agreement, it is understood that the duties of the Steward are limited to:

a) To insist that the provisions of this Agreement be complied with by the First and Second Parties.

b) To report to the Business Manager any questions that he cannot settle with the Employer.

c) To report unsafe conditions to the Job Superintendent.

Section 3. When the Employer starts a special crew or 2nd or 3rd shift crews, he will not be compelled to use the same Steward on the special or shift work as on the regular work.

Section 4. In the event of a general lay-off by the Employer for any reason, the Steward shall be the first Employee recalled, unless the Employer needs an Employee who possesses specific skills that a Steward cannot perform. In that event, the Employer may recall another Employee and the Steward shall be the second man recalled.
Article XI

Safety and Sanitation

Section 1. The Employer further agrees to abide by all local, State and Federal health, safety and sanitary regulations, and in the event that there are any conditions which may be or tend to be detrimental to the Employee's health, safety, morals, or reputation, it is agreed that the Employees shall not be required to work under such conditions. The Employer shall furnish at no cost to the Employee necessary protective equipment or clothing, where needed, for protection of health. Each Employee drawing such equipment shall be responsible for its return in the same condition that it was issued, excepting for ordinary wear and tear.

Section 2. The Employer may make such safety rules as it deems necessary to accomplish the intent of this Article and all Employees will be bound by such rules.

Section 3. The Employer may deduct a total of $25.00 from the Employees' check(s) for Employer issued Personal Protective Equipment. This deposit will be refunded upon return of all issued PPE. Broken or worn PPE will be replaced by the Employer at no cost. Lost equipment will be replaced at the Employees' expense.

Article XII

Drug Free Work Place

The Union and the Employer recognize the need for a drug-free work place, therefore, this condition of employment will be determined in pre-job conferences or as needed. If the Employer mandates a drug test (off the project), the Employee shall be paid one (1) hour at their applicable rate of pay.

Article XIII

Equal Employment Opportunity

Section 1. As used in this document, the terms "he", "his" or similar masculine pronouns shall be construed to include the feminine alternatives of such pronouns. Such terms are used for grammatical purposes and shall not be construed to limit this contract or its application on the basis of sex, race, national origin or any other classifications.

Section 2. The Employer will not discriminate in hiring of Employees and will conform to laws with respect to hiring.

Section 3. It is a condition of this Agreement, agreed to by both the Union and the Employer, to provide equal opportunity in employment for all qualified persons and to prohibit unlawful discrimination in employment because of race, religion, age, sex, physical handicaps, color or national origin. There shall be full compliance with all applicable Federal and State statutes, regulations, rules and orders of appropriate Federal or State agencies having jurisdiction over the subject matter of discrimination in employment.

Section 4. The Union and the Employer shall fully comply with all the requirements contained in Executive Orders and will comply with all rulings promulgated by the Committee on Equal Opportunity established thereunder. The Union agrees to furnish the Employer at his request any statement or data required by any Executive Order.
Article XIV

Pay Day

Section 1. The Employer shall pay Employees weekly and the payment shall be in full for the payroll period. Payment shall be made within five (5) days of the payroll period and shall be in cash or by check, or electronic deposit. In the event Employees covered by this Agreement are laid off permanently or discharged, they shall be paid the next business day. Employees who quit voluntarily shall be paid at the next regular pay day.

Section 2. In the event Section 1 is violated, it is understood and agreed that any Employee not paid by the next business day shall receive four (4) hours show up pay for reporting for his pay for each subsequent morning on which he returns until paid.

Section 3. Each weekly pay shall be accompanied by a statement listing the name of the Employee and Employer, the date, the number of hours worked, both straight and overtime, the monies deducted and for what purpose said deductions were made. This statement may be made available online.

Section 4. The Employer will make arrangements for local cashing of payroll checks.

Article XV

Hours of Work and Overtime

Section 1. Day Work Conditions:

a) Eight (8) hours shall constitute a standard work day, Monday through Saturday inclusive. This work shall be paid at straight time rates.

b) All time worked after the established workday of eight (8) hours, Monday through Saturday, shall be paid at the rate of time and one-half (1 ½). All time worked on Sundays shall be paid at the rate of time and one-half (1 ½). Holidays as stated in Article XVI shall be paid at the rate of double time (2x).

c) Overtime on Saturday and Sunday shall be paid at the rate of double time (2x) for the 6 week Spring Outage Season and 6 week Fall Outage Season. Company will provide notification of the times of the Outages.

d) A lunch period of thirty (30) minutes shall be established between the three and one-half (3 ½) and the four and one-half (4 ½) hours whenever possible.

e) Employees working more than two (2) hours of unscheduled overtime beyond their regular shifts shall be given a second thirty (30) minute lunch period and at each four and one-half (4 ½) hour interval thereafter.

f) In no case shall the overtime rates exceed the double time hourly rate of pay. The Employer will be obligated to continue paying the applicable overtime rate until the Employee has had a seven (7) hour break.
Article XVI

**Holidays**

Work performed on New Year’s Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day shall be at double the straight time rate.

Article XVII

**Show Up Time And Call Time**

Section 1. After a person has been hired and ordered to report to work at the established starting time and no work is provided for him on the day that he has so reported, he shall receive pay equivalent to two (2) hours at the rate applicable for that day. This pay shall not be provided if he has subsequently been ordered not to report for work on that particular day. If the person has been working regularly and the Employer has failed to notify him not to report for work before leaving his residence, he shall be entitled to two (2) hours’ reporting time at the applicable rate for that day and must remain on the job unless released by the Employer. If an Employee shows up to work without proper work clothing, they will not receive two (2) hours’ reporting pay.

Section 2. Employees shall furnish the Employer with current telephone or other contact information at the start of each job, and advise the Employer of any subsequent changes in such contact information.

Section 3. Any person who reports to work and for whom any work is provided and who actually commences to perform such work, regardless of the time he works, shall receive the equivalent of not less than four (4) hours pay for said day. Employee must remain on the job unless released by Employer supervision to be eligible for said pay.

Section 4. Any person who reports to work and who works more than four (4) hours in any one day shall receive eight (8) hours pay for said day, except that if inclement weather occurs after four (4) hours have been worked and the Employer does not request him to remain on the job, he shall be paid for actual time worked.

Section 5. It is expressly provided, however, that if an Employee leaves the job site without permission of the Employer, or when a person refuses to work, no pay for time not actually worked shall be required.

Section 6. When notification of the men is required under this Agreement to the effect that work shall not be performed on a particular day, notification of such fact to the Steward shall be sufficient notification to the men, provided the Steward is permitted enough time during working hours to notify the men. Otherwise, the Employer will notify the men.

Article XVIII

**Leadman**

Section 1. All Labor Leadmen are included in the Bargaining Unit.

Section 2. When five (5) or more Laborers are employed on any one project, one (1) will be assigned as Leadman. Said Leadman may perform manual labor but he shall receive the
Leadman rate of $0.50 over his classification. At no time shall one Leadman have more than fifteen (15) Laborers under his leadership.

Article XIX

Classification of Wage Rates and Fringe Benefits

Section 1. In order to have uniform wage rates and fringe benefit contributions, it is agreed that the rates and fringe benefit amounts set forth in the attached appendix shall apply to work covered by this Agreement.

It is agreed and understood that pyramiding of category rates is not the intention of this Agreement and shall not be permitted.

a) Thirty (30) day probationary period for new Employees.
   i. Probationary Employees will start at $10.00 per hour for Serviceman V.
   ii. Probationary Employees will be paid overtime in accordance with the contract.

b) No fringes will be paid on probationary Employees.

c) Serviceman classifications will be as follows:
   Serviceman V            30 day probationary period
   Serviceman IV           No credentials and shop rate
   Serviceman III          40 Hour current Hazmat Training
   Serviceman I            CDL (Class A or B with DOT Physical) plus insurable and
                           40 Hour current Hazmat Training and Tanker Endorsement

   Employees will receive a one-time $750.00 bonus for getting CDL Class A or B plus insurable and 40 Hour current Hazmat Training and Tanker Endorsement.

d) After a bargaining unit Employee has been employed for one (1) year, they are eligible to participate in Eagle’s 401(k) Plan in accordance with terms and conditions of the Plan.

e) Eagle will deduct the appropriate dues, initiation fees and working dues check-off amount from Employee’s check and send the money to the appropriate Local after the probationary period has been satisfied.

Article XX

Non-Violation

Section 1. It shall not be a violation of this Agreement if an Employee or Employees cease work because of:

a) Dispute arising out of the failure of the Employer to meet the payroll for Employees covered by this Agreement.
b) Dispute because a payroll check is dishonored.

c) Non-payment of fringe benefit contributions provided the Employer is sixty (60) days delinquent, working dues and/or initiation fees withheld.

Article XXI
Grievance Procedure

Section 1. There shall be no stoppage of work on account of any differences of opinion, or dispute, which may arise between the Parties of the First Part and the Second Part. It is agreed by the Parties that all grievances, disputes or claims, (except wage rates, fringe benefits and dues check-off) which may arise with respect to the enforcement or interpretation of any of the terms of this Agreement are to be resolved in the following manner:

All grievances, disputes, or claims which may arise between Employer signatory to this Agreement or Employees who have accepted this Agreement and thus became Parties hereto shall be resolved in the following manner:

The dispute shall first be discussed by the Job Steward or other Union Representative and the Employer’s Supervisor, Leadman and/or Project Manager.

If the grievance is not resolved, then the dispute shall be referred to the Business Representative of the Union and Employer’s Representative.

In the event said dispute has not been resolved, the District Council, through its Representative, shall meet with the Employer’s Representative in an attempt to resolve said dispute.

In the event that the dispute is not settled, either Party may, through written notice to the other Party, submit the grievance or dispute to final and binding arbitration.

The Arbitrator shall be selected in the following manner:

The Federal Mediation and Conciliation Service shall be requested to submit a panel of arbitrators of which names are alternately struck until the remaining arbitrator, whose name remains on the list, shall serve as the arbitrator to hear and decide the dispute and/or grievance. The arbitrator’s decision shall be final and binding on both Parties.

The cost of the arbitrator shall be borne equally by both Parties to the grievance and/or dispute.

Section 2. No proceeding hereinunder based on any dispute, complaint or grievance herein provided for shall be recognized unless called to the attention of the individual Employer and the Local Union involved in writing within ten (10) days after the alleged violation is committed.

Section 3. Copies of the decision made by the Grievance Committee and/or the Arbitrator shall be mailed to the Employer and the Union.

Section 4. There shall be no stoppage of work on account of any difference of opinion or dispute which may arise between Employer and the Union, or between this and any other unit or units of Organized Labor, or between other units of Organized Labor, or between any unit or units of Organized Labor and any other division of the Building Industry.
Section 5. EXCEPTIONS: Notwithstanding the other provisions of this Article, it shall not be a violation of this Agreement if any Employee or Employees of an Employer cease work or picket because of non-payment of wages, dishonored payroll checks, non-payment of fringe benefits by said Employer.

Article XXII
General Provisions

Section 1. This Agreement covers the entire understanding between the Parties hereto. No oral or written rule, regulation, or understanding not incorporated herein will be of any force or effect upon any Party hereto.

Section 2. This Agreement shall apply from and after its effective date as hereinafter provided.

Section 3. The Employer shall at all times provide sanitary drinking water and containers, iced water when necessary and toilet facilities, same to be stationed conveniently to all Employees.

Section 4. When a job is located within a Plant, the Employer shall provide (for regular shifts) adequate means for transporting Employees from the Plant entrance, to the job, provided the operation of the job is one-half (1/2) mile or more from the Plant entrance. Vehicles shall be properly covered during cold or inclement weather.

Section 5. Any Employer who signs this Agreement to perform work covered by this Agreement has the option of signing any other Agreement negotiated by the District Council of Laborers and any other Employer Group covering any and all work of the Construction Industry covered by the Laborers and pay the applicable wages, fringes and other conditions contained therein.

Article XXIII
General Savings Clause

Section 1. Any provision in this Agreement which is in contravention of any Federal, State, Local or County regulation or law affecting all or part of the limits covered by this Agreement, shall be suspended in operation within the limits to which such law or regulation is in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement to which the law or regulation is not applicable. Nor shall it affect the operation of the remainder of the provisions of the Agreement within the limits to which such law or regulation is applicable.

Article XXIV
Insurance

New hire insurance eligibility requirements for Laborers Bargaining Unit, hereinafter referred to as "Employee".

Employee is eligible ninety (90) days after the initial probation period of thirty (30) days. The Employee will have eligibility for the remainder of the (calendar) quarter.
The minimum requirement of two-hundred forty (240) hours (actual and overtime only) per quarter is required to maintain insurance the following quarter. Employees will not be covered if they do not meet the minimum requirements of two-hundred forty (240) hours (actual and overtime only) for the following quarter.

The Employee contribution will be as follows:

$50.00 – Single Coverage  
$75.00 – Employee + Child and/or Employee + Spouse  
$100.00 – Family

Employees who choose to waive the Medical, Dental or Vision Insurance must sign a waiver form. Dental insurance is optional. Employee is responsible for the entire amount of premium.

Calendar Quarter Illustration

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Example:

Date of Hire: August 5, 2007  
Eligible Date after 120 days: December 5, 2007  
Health Insurance begins on December 5, 2007  
The Employee deduction begins on December 5, 2007  
Insurance will remain in effect for the remainder of that quarter (4th quarter) until December 31, 2007.  
Hours are accumulated from August 5, 2007 to December 31, 2007. If the total hours worked are equal to or more than 240 hours, coverage will continue for the first quarter of 2008.  
If the total hours are less than 240 hours, coverage will terminate for the first quarter of 2008.  
**During the termination of coverage, hours will still be accumulated to determine eligibility for 2nd quarter.  
**Employee may pay the difference to equal the 240 hours.  
During termination of coverage for any quarter, you will be eligible for COBRA.

Rehire/Termination Policy  
All rehired or terminated Employees will be treated as a new Employee, with the 120 day waiting period.

This agreement will re-open November 1st 2017 and 2018 for discussion of eligibility to be in compliance with the ACA only.
Article XXV

Training

Section 1. The Employer agrees to offer 40 Hour (Hazmat) Training courses four (4) times per year.

Section 2. The Employer agrees to offer 8 Hour Refresher courses at least twice per year.

Section 3. The Employer agrees to provide study materials and truck to aid in obtaining a Class A CDL license.

Article XXVI

Paid Personal Days

New hire eligibility personal day requirements for the Bargaining Unit, hereinafter referred to as "Employee".

For Employees with less than three (3) years of service: Employee is eligible ninety (90) days after the initial probation period of thirty (30) days. The Employee will automatically earn one personal day, regardless of hours.

The minimum requirement for all Employees of two-hundred forty (240) hours (actual and overtime only) per quarter is required to earn one personal day for that calendar quarter. Employees will not earn a personal day if they do not meet the minimum requirements of two-hundred forty (240) hours (actual and overtime only) in the quarter.

For Employees with less than three (3) years of service: The maximum personal days per calendar year is five (5) days. If these days are unused and the person is still an active Employee as of December 31st, they will receive 8 hours of regular pay at their current base rate for their unused days.

All Employees with more than three (3) years of service and worked a minimum of 960 hours the previous year (from January 1 to December 31) will receive an additional forty (40) hours paid vacation time, on a "use it or lose it" system. Employees must request time off two (2) weeks in advance. If the Employee is denied the chance by the Employer to take vacation, they shall be paid forty (40) hours of regular pay at their current base rate.

January 1 following date of hire will be used as Employee anniversary date. If Employee is hired before June first, the current year January 1 will be used. If Employee is hired on or after June 1, January 1 of the next year will be used.

Calendar Quarter Illustration

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<th>1st Quarter</th>
<th>2nd Quarter</th>
<th>3rd Quarter</th>
<th>4th Quarter</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>April</td>
<td>July</td>
<td>October</td>
</tr>
<tr>
<td>February</td>
<td>May</td>
<td>August</td>
<td>November</td>
</tr>
<tr>
<td>March</td>
<td>June</td>
<td>September</td>
<td>December</td>
</tr>
</tbody>
</table>
Article XXVII

Temporary & Probationary Employees

The Company may utilize temporary and probationary Employees in order to cover jobs. It is fully understood that prior to utilizing temporary and probationary Employees, all bargaining unit Employees in the relevant job classification(s) who are ready, willing and able to work on a daily basis shall be employed, or, at least, scheduled. This clause will be enforced on a job by job basis. It is fully understood that the Union may initiate a grievance under Article XXI in the event that it feels that the Company has violated this clause.

Article XXVIII

Travel Pay and Per-Diem

The Company shall pay hotel/motel bills (business-related expenses only and not personal charges) for Employees working out of town and remaining out of town overnight. All such Employees shall also receive a food allowance, which will be paid as follows:

January 1, 2017 – December 31, 2019 $35.00 per day

Drivers: Drivers will be paid at a rate of 45 miles per hour at their hourly rate while driving.

Riders: Riders riding over 76 miles in an Eagle Services vehicle will be paid actual miles at 45 miles per hour times the state applicable minimum wage.

Article XXIX

Duration of Agreement

This Agreement shall remain in full force and effect from January 1, 2017 through December 31, 2019 and shall continue thereafter, unless there has been given sixty (60) days written notice to all signatory parties hereto of the desire to open this Agreement for negotiations.

In witness whereof, the Parties hereto have executed this Agreement as of the day and year first above written.
Appendix A – Classifications of Wage Rates and Fringe Benefits

Indiana – Local #41 and #81

<table>
<thead>
<tr>
<th></th>
<th>Hired Before 1/1/2014</th>
<th>Hired After 1/1/2014</th>
<th>Central IL Laborers’ Annuity Fund</th>
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<tr>
<td><strong>Jan 1, 2017– Dec 31, 2017</strong></td>
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</tr>
<tr>
<td>STV (30 days)</td>
<td>10.00</td>
<td>10.00</td>
<td>.50</td>
</tr>
<tr>
<td>STIV (no credentials and shop rate)</td>
<td>13.00</td>
<td>13.00</td>
<td>.50</td>
</tr>
<tr>
<td>STIII (40 Hr)</td>
<td>18.75</td>
<td>16.75</td>
<td>.50</td>
</tr>
<tr>
<td>STI (CDL Class A or B + Ins + 40 Hr + Tanker Endorsement)</td>
<td>21.00</td>
<td>19.00</td>
<td>.50</td>
</tr>
<tr>
<td><strong>Jan 1, 2018– Dec 31, 2018</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STV (30 days)</td>
<td>10.00</td>
<td>10.00</td>
<td>.50</td>
</tr>
<tr>
<td>STIV (no credentials and shop rate)</td>
<td>13.25</td>
<td>13.25</td>
<td>.50</td>
</tr>
<tr>
<td>STIII (40 Hr)</td>
<td>19.25</td>
<td>17.25</td>
<td>.50</td>
</tr>
<tr>
<td>STI (CDL Class A or B + Ins + 40 Hr + Tanker Endorsement)</td>
<td>21.50</td>
<td>19.50</td>
<td>.50</td>
</tr>
<tr>
<td><strong>Jan 1, 2019– Dec 31, 2019</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STV (30 days)</td>
<td>10.00</td>
<td>10.00</td>
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<td>STIII (40 Hr)</td>
<td>19.75</td>
<td>17.75</td>
<td>.50</td>
</tr>
<tr>
<td>STI (CDL Class A or B + Ins + 40 Hr + Tanker Endorsement)</td>
<td>22.00</td>
<td>20.00</td>
<td>.50</td>
</tr>
</tbody>
</table>

It is agreed that all initial training will be paid at minimum wage. All refresher training will be paid at the STIV rate. No wages will be paid for CDL training.

EAGLE SERVICES CORP
2702 Beech Street
Valparaiso IN 46383
Phone 219-763-1111
Fax 219-763-1268
Federal ID 35-1932705

LIUNA State of Indiana
District Council
425 S 4th Street
Terre Haute IN 47807
Phone 812-235-6083
Fax 812-232-4420

Sam Raich III, President
David A Frye, Secretary-Treas & Business Mgr
## Appendix B – Classifications of Wage Rates and Fringe Benefits

### Creve Coeur, IL – Local 231
### Kankakee, IL – Local 751

<table>
<thead>
<tr>
<th>Date Range</th>
<th>STV (30 days)</th>
<th>STIV (no credentials and shop rate)</th>
<th>STII (40 Hr)</th>
<th>STI (CDL Class A or B+ Ins + 40 Hr + Tanker Endorsement)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/2014 - 1/1/2014</td>
<td>10.00</td>
<td>13.00</td>
<td>18.75</td>
<td>21.00</td>
</tr>
<tr>
<td>1/1/2014 - 1/1/2014</td>
<td>10.00</td>
<td>13.00</td>
<td>16.75</td>
<td>19.00</td>
</tr>
<tr>
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<td></td>
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<td>.50</td>
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</tbody>
</table>
| It is agreed that all initial training will be paid at minimum wage. All refresher training will be paid at the STIV rate. No wages will be paid for CDL training.

EAGLE SERVICES CORP
2702 Beech Street
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Phone 219-763-1111
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Federal ID 35-1932705

Sam Raich III, President

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District Council
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Peoria, IL 61615
Phone 309-692-8750
Fax 309-692-8988

Charlie Shempf, GPLDC
Steve Plagin, Local 231
Bob Schroeder, Local 231