AGREEMENT

between

PALEN KIMBALL, LLC
Prudential Cushman Wakefield
13001 County Road 10

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 70, AFL-CIO

January 1, 2018 through December 31, 2022
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This Agreement is made and entered into between Palen Kimball, LLC (hereinafter referred to as the "Employer"), and the International Union of Operating Engineers, Local No. 70 (hereinafter referred to as the "Union"), representing the employees classified as Lead, Watch, Maintenance and Junior Operating Engineers, for the purpose of collective bargaining.

WITNESSETH:

Whereas, the employees of the Company have elected to bargain collectively with the Employer, for said purpose, a majority of same have affiliated themselves as members of the Union and have chosen the Union to bargain collectively with the Employer in their behalf for wages, hours, and working conditions.

Now therefore, for the purpose of carrying out the intention of the parties, it is mutually agreed as follows:

NO DISCRIMINATION AND EQUAL EMPLOYMENT

The parties agree that there shall be no discrimination against any employee or applicant for employment because of race, sex, creed, color, age, national origin, handicap or Vietnam Veteran status, and further agree to comply with, and cooperate affirmatively in, the implementation of State and Federal law and lawful regulations thereunder intended to prevent any such discrimination.

ARTICLE I – RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive collective bargaining agent for all employees classified as Lead Engineers, Watch Operator/Maintenance and Junior Operating Engineers who are employed at Prudential Cushman Wakefield at the following location(s): North Central Plymouth Operations, 13001 County Road 10.
Section 2. The Employer shall not enter into any agreement with the employees coming under the jurisdiction of this contract, either individually or collectively, which, in any way, conflicts with the provisions and terms of this contract.

Section 3. All persons now employed or hereinafter employed by the Company and coming under the Union’s jurisdiction shall become and remain members in good standing of the Union thirty (30) days from the date of employment. The term "Engineer" shall include all persons operating or assisting in operating and maintaining steam boilers, engines, pumps, turbines, pressure vessels, dynamos, compressors, refrigeration, air conditioning and heating machinery and equipment, and all other appurtenances and auxiliaries, connected with and used on the Employer’s premises, as covered by the Union’s jurisdiction.

Section 4. Upon written notice by the Union to the Employer that a certain individual or individuals are not in good standing in the Union because of non-payment of dues, fines, and/or assessments, etc., it shall be sufficient notice for the removal of the individual from the job, under the terms of this contract. The Employer shall have fifteen (15) working days in order to replace employee, or sooner, if a suitable replacement is found.

ARTICLE II – CHECK-OFF

Section 1. The Employer agrees that it will deduct regular and usual membership dues from the wages of employees who are covered by this Agreement, provided that the Employer receives written assignments signed by each employee authorizing such deductions, which assignments shall be in accordance with the Labor-Management Relations Act, as amended.

Section 2. The Employer agrees to submit all dues deducted and remit amounts to the Union with a list of employees and their social security numbers for which deductions were made, once a month.

Section 3. Deductions are made for the convenience of the Union, and the Union shall indemnify and save the Employer harmless against any and all
claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the Employer for the purpose of complying with any provisions of this Article or Article I.

ARTICLE III – ARBITRATION

Section 1. When any dispute shall arise in connection with the interpretation, application, construction or performance of this Agreement, the Union and the Employer agree that they shall endeavor in good faith, to adjust and settle such dispute between themselves and, failing such adjustment or settlement, either party may demand failing such adjustment or settlement, either party may demand arbitration. In the event they are unable to agree upon an impartial arbitrator, he shall be designated, upon the request of either party, from a panel submitted by the Federal Mediation and Conciliation Service, Department of Labor, and the decision and award of the arbitrator shall be final and binding upon the parties. Unless a written demand for arbitration is filed within fifteen (15) working days after the date upon which the grievance was first called to the attention of the other party, the grievance shall be deemed finally waived and disposed of.

Section 2. All grievances arising under this Agreement must be filed in writing with the other party within twenty (20) days after their original occurrence in order to be eligible for arbitration, as provided herein. If they are not filed in writing with the above time limit, they shall automatically become null and void.

Section 3. The Union agrees that there will be no strike or picketing of the Employer's business, unless the Employer has refused to arbitrate or refused to abide by an arbitration decision under this Article III.
ARTICLE IV – CONTINUITY OF OPERATIONS

Section 1. The Union hereby agrees that neither the Union, nor any of the Company's employees forming part of the Bargaining Unit covered by this Agreement, shall, directly or indirectly, authorize, assist, encourage, or in any way engage and/or participate in strikes of any kind. For the purposes of this Agreement, the term "strike" shall include a slow-down, sit-down, stay-in, walk-out, curtailment of work, interruption or stoppage of work, sympathy strikes, interference with work or receipt of shipment of goods or materials, picketing of any of the Company's operations, customers, or sources of supply, boycott, or any other kind of activity which interferes with and/or interrupts the Company's operations and activities.

Section 2. The Company agrees that there will be no lockout during the term of this Agreement.

Section 3. The Union may honor any legal economic picket line set up at the job site covered by this Agreement. Said strike must also be sanctioned by the Operating Engineers, Local 70. The Company may request that the Union negotiate permission with any striking Union to gain entrance of its members so that they can continue their jobs. In addition, the Union must give the Company ample prior notice of its intent to honor a picket line.

ARTICLE V – SENIORITY

In promotion, demotion and retention in case of reduction of force, where qualifications are equal, plant-wide seniority shall govern. If there is no rotation of shifts, and where qualifications are equal, plant-wide seniority shall also govern choice of shifts. New employees shall serve a probationary period of six (6) months worked. During this period, they may be dismissed by the Employer for any reason and shall have no recourse. If retained after completion of the probationary period, they shall be placed in the seniority list and their seniority shall date from their first day of latest hire.
Seniority shall be lost and the employment relationship terminated when the employee:

A. Voluntary quits.
B. Retiree.
C. Discharged for just cause.
D. Fails to report for his/her regular shift for three (3) consecutive work days without notification to the Employer.
E. Fails to notify the Employer of his/her intent to return from layoff within five (5) days after receipt of official recall notification. Official recall notification shall be by telegram or certified mail.
F. Fails to report to work (off the payroll) for the Employer for six (6) months, if under one (1) year seniority and for one (1) year if more than one (1) year of seniority.

**ARTICLE VI – HOLIDAYS**

**Section 1.** Five (5) floating holidays issued January 1st of each year and the following list of holidays.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Friday after Thanksgiving

- Christmas Day
- President’s Day
- Martin Luther King Day
- Thanksgiving Day

Those employees not required to work on the above legal holidays shall receive pay for the holidays not worked at straight time, provided the employees concerned are not absent the day before or the day after the holiday of their own volition. For purposes of this Agreement, a holiday shall be construed to be a twenty-four (24) hour period.

**Section 2.** Each employee shall receive eight (8) hours' holiday pay at straight-time for each holiday. Work performed on a holiday shall be paid for at time and one-half (1-1/2) base rate for all hours worked, plus holiday pay.
Section 3. Hours not worked on any holidays recognized by this contract, shall be considered as hours worked in computing weekly overtime.

ARTICLE VII – VACATIONS

Section 1.

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>DAYS OF VACATION PER YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 1</td>
<td>10</td>
</tr>
<tr>
<td>2 – 5</td>
<td>15</td>
</tr>
<tr>
<td>6 – 12</td>
<td>20</td>
</tr>
<tr>
<td>13 – 19</td>
<td>25</td>
</tr>
<tr>
<td>20+</td>
<td>30</td>
</tr>
</tbody>
</table>

Subd. 1. Employees must complete six (6) months of service, before they are allowed to take vacation.

Subd. 2. Effective January 1, 2018, each employee shall be issued their yearly vacation accrual on January 1st of each year. For unused vacation, from 2017, employees shall receive a onetime payment for said remaining vacation hours to be paid out in January 2018.

Section 2. Vacations shall be allocated and used in accordance with seniority and may be scheduled at any time during the ensuing twelve (12) months from the employee’s anniversary date.

Section 3. Employees terminated for cause shall not receive their accrued vacation pay.

Section 4. Regular part-time employees who have been on the payroll of the Employer for a period of twelve (12) months prior to the commencement of the vacation period shall be granted one (1) normal days’ vacation for each month of employment, not to exceed ten (10) days. Fifteen (15) days of actual work during a calendar month shall be considered one (1) month of employment.
Section 5. There will be a deduction from the earned vacation of any employee who has a leave of absence during the year proceeding the vacation period. Such deductions to be computed on the basis of one (1) days' vacation for each month of leave of absence for employees entitled to two (2) weeks' vacation; a deduction of one and one-half (1-1/2) days' vacation for each month of leave of absence for employees entitled to three (3) weeks' vacation; and a deduction of two (2) days' vacation for each month of leave of absence for employees entitled to four (4) weeks' vacation; provided, however, that no deductions shall be made for a leave of absence in case of sickness, for a maximum of three (3) months during any twelve (12) month period, immediately preceding May first (1st) of each year.

Section 6. Employees will not be allowed to carry vacation credits into the next calendar year unless pre-approved by Palen Kimball, LLC management.

ARTICLE VIII – SICK LEAVE

Section 1. Employees will be entitled to sick leave with pay for personal illness, not to exceed four (4) days per year. The Employer may request reasonable evidence of such illness. Sick leave will be earned and accumulated at the rate of four (4) days per year, each year on January 1st. Sick leave will not carry over into the ensuing year.

ARTICLE IX – RESIGNATION AND LAYOFF

Section 1. Engineers electing to resign shall be required to give the employer ten (10) days' notice and shall continue in the Employer's service during this ten (10) day period with the exception that the employee may leave earlier when competent replacement can be made.

Section 2. The Employer, electing to terminate the service of engineers regularly employed because of reduction in force, shall give such engineers ten (10) days' notice, or the Employer may, in lieu thereof, pay the employees two (2) weeks' advanced salary.
Section 3. Failure of an employee to give prior notice, as outlined in Section 1, shall result in forfeiture of accrued vacation pay.

ARTICLE X – CLASSIFICATIONS

Engineers shall be classified as follows:

1. **Lead Engineer** – whose duties are to direct the Watch Operator/Maintenance Engineers and facilitate the proper care and operation of the buildings listed in this Agreement.

2. **Watch Operator/Maintenance Engineer** – whose duties shall be under the direction of an Engineer of a higher classification to take charge of a watch and to supervise and perform the duties required on the job during the watch, and further to direct the duties of the Junior Engineers. In addition, they perform other building maintenance tasks as assigned.

3. **Junior Engineers** – shall be those Engineers who are first assistants to the Watch Operating Engineers, and they may not take charge of a watch alone in a Class A Plant. Junior Engineers shall be required to obtain a 1st class license within two (2) years of appointment, at which time they shall be classified as a Maintenance Engineer.

ARTICLE XI – HOURS, OVERTIME AND WAGES

Section 1. Eight (8) hours shall constitute a regular work day. Forty (40) hours shall constitute a regular work week. The hours worked per day and the days worked per week shall be consecutive.

Section 2. The overtime rate of time and one-half (1-1/2) the basic rate shall be paid for all time worked in excess of eight (8) hours per day or forty (40) hours per week.
Section 3. Engineers shall not be required to suspend regular work during regular working hours to absorb overtime.

Section 4. Engineers called back to work after regular working hours shall be paid one and one-half (1-1/2) times their regular hourly basic rate, but in no case shall an engineer receive less than the equivalent of four (4) hours' pay at the regular hourly basic rate.

Section 5. On Call Duty Pay: In the event employees covered by this agreement are required to carry a pager or laptop computer after his/her regular work hours, they shall be paid an additional one (1) hour at time and one-half (1-1/2) for each day so required. In the event employees covered by this agreement are required to log on to the computer they shall be paid one (1) hours of pay at the overtime rate for each occurrence.

Section 6. The minimum rate of pay for the following classifications shall be as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>1/1/2018</th>
<th>1/1/2019</th>
<th>1/1/2020</th>
<th>1/1/2021</th>
<th>1/1/2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Engineer</td>
<td>$36.39</td>
<td>$37.30</td>
<td>$38.23</td>
<td>$39.19</td>
<td>$40.17</td>
</tr>
<tr>
<td>Maintenance Engineer/Watch Operator</td>
<td>$33.63</td>
<td>$34.47</td>
<td>$35.33</td>
<td>$36.21</td>
<td>$37.12</td>
</tr>
<tr>
<td>Junior Engineer</td>
<td>See Subd. 1. below</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

In the event of plant operation of plant equipment or plant itself are materially changed or reduced, the matter of wages and classifications shall be subject to renegotiations by petition of either party to the other.

Subd. 1. Junior Engineer hired with less than a 1st Class Boiler License. If new employee is hired without a license or a Special C Boiler License, he/she will be compensated at three dollars ($3.00) below the current rate of pay for a Maintenance/Watch Engineer. An employee who is hired without a license of a Special Boiler License must, as a condition of continuous employment, obtain a 2nd Class C Boiler License within one (1) year of date of hire or within one (1) year of eligibility.
An employee who is hired with a 2nd C Boiler License or when a Junior Engineer receives his/her 2nd C Boiler License shall be compensated at two dollars ($2.00) below the current rate of pay for a Maintenance / Watch Engineer.

When a Junior Engineer receives his/her 1st C Boiler License, he/she shall receive the full rate of pay for a Maintenance / Watch Engineer provided he/she has completed his/her new employee probationary period.

A new employee who is hired with a 1st C Boiler License shall be compensated at one dollar ($1.00) below the current rate of pay of a Maintenance / Watch Engineer until he/she has completed his/her new employee probationary period, at which time he/she will be compensated at the full rate of pay of a Maintenance/Watch Engineer.

Section 7. Shift Differential. Fifty cent ($0.50) increase over the current classification rate for any employee required to work the afternoon or night shifts.

ARTICLE XII – GENERAL CONDITIONS

Section 1. It is agreed that when an Employer requires the services of an engineer in connection with the operation of a steam boiler, engine, refrigeration equipment of dynamo or other equipment set forth in Article I, Section 3, of the contract, and in connection with maintenance thereof, that such services shall be performed by engineers covered by this Agreement. The Employer shall not require engineers to perform duties over which the Union has no jurisdiction.

Section 2. It is mutually agreed that the engineers shall care for and maintain the equipment in their charge in the best possible condition and shall exercise due and proper care of the equipment they operate so as to obtain the best possible economics.

Section 3. The authorized representatives of the Union are hereby granted the right to enter the Employer’s plant when on Union business, and the Employer, or his/her agent, shall give such representatives passes whenever
the Union deems such visits necessary. This shall not be applied in an unreasonable manner.

Section 4. All employees necessarily absent from work for a period not exceeding four (4) months, on account of an injury or sickness, shall retain full employment rights over their former position and be reinstated by the Employer upon the employee's request. The Employer may require certification by a physician as to the employee's ability to resume his/her former duties.

Section 5. Conditions of employment, as they now exist, shall not be reduced by reason of this Agreement.

Section 6. The Employer agrees that if any employee is required to wear a uniform, it shall be furnished and replaced at the expense of the employer.

Section 7. Progressive Discipline.

A. Just Cause. Disciplinary action may be imposed upon an employee only for just cause.

B. Minor Infraction. Initial minor infractions, irregularities or deficiencies shall be accomplished in a confidential manner.

C. Grievance Procedure. Any unjust disciplinary action imposed upon an employee may be processed through the grievance procedure.

D. Normal Disciplinary Procedures. The normal disciplinary procedure shall be as follows:

1. Oral reprimand
2. Written reprimand (with copy to the Union office)
3. Suspension or Demotion (with copy to the Union office)
4. Discharge (with copy to the Union office)
E. **Written Reprimand.** When any disciplinary action more severe than an oral reprimand is intended, the Employer shall, before or at the time such action is taken, notify the employee, in writing, of the specific reason(s) for such action, with a copy to the Union office.

**Section 8. Training.** The Employer will reimburse upon successful completion, all costs related to training. The Employer will have final discretion in the approval of the training requested by the employee.

**ARTICLE XIII – MANAGEMENT RIGHTS**

**Section 1.** The management of the Employer's facilities and business; the direction of the working force including the right to plan, direct, control the operation of personnel and the use of all the Employer’s equipment and other property; the right to hire, promote, suspend, or discharge employees for proper cause; subcontract, transfer or relieve employees from duty for lack of work or other legitimate reason; and the right to establish and maintain rules and regulations governing the operation of the business, a copy to be forwarded to the Union, are vested exclusively in the Employer; provided, however, that the right shall be exercised with due regard for the legal rights of the employees, and further provided that this right shall not be used in a manner which would constitute a violation of any other Article of this Agreement.

**Section 2.** All rights here enumerated or here, or elsewhere retained, which the Employer has not expressly modified or restricted by a specific provision of the Agreement are retained and vested exclusively in the Employer and are not subject to arbitration under this Agreement.

**ARTICLE XIV – GROUP INSURANCE**

**Section 1.** The Employer agrees to provide the following group insurance program for all eligible employees:

A. Disability benefits of seven hundred dollars ($700.00), per week, for a maximum of twenty-six (26) weeks, which benefits will take
effect in the first week of total disability due to accident, and beginning with the eighth (8th) day of disability due to sickness.

B. Term life, accidental death and dismemberment and health care benefits shall be provided at no cost to the employee. The life, accidental death and dismemberment policy coverage is $50,000.

C. Hospital – Medical – Dental Insurance. The Employer agrees to provide employees with hospital, medical, dental insurance coverage. The Employer agrees to pay the entire cost of the hospital, medical, dental plans. Employee's shall be eligible for health insurance and dental insurance in accordance with the specifications of the plans. In the event of termination of the existing plans, the Employer will provide coverage in another plan providing comparable benefits.

Section 2. The benefits described herein are applicable to employees, as follows:

A. New Employees – Full-time employees shall be covered the first (1st) of the month, following thirty (30) continuous days of employment upon enrolling in the plan.

B. Employees whose insurance has been canceled for any reason and who return to active service with immediate prior Employer within one (1) month of date of cancellation of insurance - two (2) weeks after commencement of active continuous service.

C. Employees whose insurance has been canceled for any reason and who return to active service with immediate prior Employer after one (1) month, but prior to four (4) months from date of cancellation of insurance - two (2) months after commencement of active continuous service.

D. Employees whose insurance has been canceled due to proper leave of absence, or because of sickness or disability, and who return to work for immediate prior Employer - two (2) weeks after commencement of active continuous full-time employment.
E. All employees not described in Paragraphs 2, 3, and 4 herein shall be considered as new employees.

Section 3. The Employer hereby further agrees to provide the medical care insurance, including major medical benefits, as outlined in Section 1 (C), for all eligible dependents of employees, as defined below covered by this agreement. This insurance includes dental coverage.

A. The employee's spouse

B. The employee's unmarried children who are under twenty-six (26) years of age, if applicable law applies.

Section 4.

A. If an employee and/or the employee's family members are eligible to receive benefits under more than one group plan, benefits will be coordinated among the insurance companies involved so that the total amount payable under all plans will not exceed 100% of the allowable expense incurred during a calendar year.

B. No payment will be made for any expenses incurred to the extent that the Employer or dependent is reimbursed, entitled to reimbursement, or in any way indemnified for those expenses by or through any public program. For the purposes of this paragraph, any individual who, at any time, was entitled to enroll in the entire medical care program under Title XVIII of the Social Security Act of 1976, as amended (Medicare), but who did not so enroll, will be considered to be entitled to reimbursement in an amount equal to the amount to which he/she would have been entitled, if any, if he/she were so enrolled.

Section 5. The benefits shall not be reduced during the existence of this contract, and all of the above benefits shall be administered according to the terms and conditions of the present contract between Palen Kimball, LLC and 877/70 Health and Welfare Plan (or other insurance carrier at Employer's discretion) and of the insurance booklet furnished to each employee.
ARTICLE XV – RETIREMENT PLAN

The Employer agrees to contribute to the Central Pension Fund of the International Union of Operating Engineers on behalf of, and for the benefit of, each eligible employee covered by the labor agreement between the Employer and the Union, the following amounts, per hour, for each hour paid, including overtime:

- 1/1/2018 – $9.80
- 1/1/2019 – $9.85
- 1/1/2020 – $9.90
- 1/1/2021 – $9.95
- 1/1/2022 – $10.00

The contribution shall be used by the Pension Fund to provide benefits for eligible employees in accordance with the pension plan of said Pension Fund, as is, or may be determined by, the Trustees thereof, to be applied to the eligible employees, based on the amount of employee contribution.

It is understood and agreed that the Pension Fund referred to herein shall at all times qualify for approval by the Internal Revenue Service of the U.S. Treasury Department.

The parties agree that, except as may be otherwise provided herein, the Employer’s obligation to the Pension Fund and to the employees covered hereby, shall be fulfilled at the time the Employer makes the contributions to the said Pension Fund in the amount and the manner provided herein, and provided further that upon making said contributions as aforesaid, the Employer shall be relieved and discharged from any further obligation to the said Fund.

Notwithstanding anything to the contrary herein above set forth, the obligations of the Employer hereby assumed shall continue only so long as there is in existence an effective Collective Bargaining Agreement between the Employer and the Union, Local No. 70.
ARTICLE XVI – BEREAVEMENT LEAVE

The Employer agrees to give such employee three (3) working days off with pay, in order to attend the funeral of an immediate family member of the employee or the employee's spouse. Immediate family member shall consist of mother, father, sister, brother, wife, husband, grandparent, grandchild, or dependent member of the household.

ARTICLE XVII – JURY SERVICE

Upon presentation of proper evidence as to jury or witness service for any Federal, State or municipal court, and the compensation received therefore, the Employer agrees to reimburse the employee for the difference between the amount which the employee received for such service and his/her regular pay for all hours of actual loss of income to a maximum of thirty (30) days per occurrence.

A. The employee has thirty (30) days of continuous active service with the Employer;

B. The employee notifies the Employer within twenty-four (24) hours after receipt of the Subpoena requiring his/her reporting for jury duty;

C. The employee reports to work on any day when he/she is excused from jury duty for two (2) or more consecutive hours during his/her regular working hours, except that the employee shall not be required to report to work prior to the morning of jury duty roll call or during noon recess.

ARTICLE XVIII – SAVINGS CLAUSE

Should any part of this Agreement, or any provision herein contained, be rendered invalid by reason of any existing or subsequently enacted legislation, or act of any authorized agency of government, or by any decree of a court of
competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

ARTICLE XIX – STATE AND FEDERAL LAWS

It is the intent and purpose of the parties to this Agreement to abide by and comply with all laws, both State and Federal, and the decisions and ruling of all courts, tribunals, and boards, both State and Federal that may legally effect this Agreement. It is the belief of the parties hereto that this Agreement does so comply with all such laws, decisions and rulings. If, however, this Agreement and the employer-employee relationship set forth herein is not in compliance with any such present law, decision or ruling, or is not, or will not be in compliance with any such law, the parties hereto agree to accept and comply with any Federal or State law, any such Federal or State court decision, or the ruling of any such State or Federal board or tribunal.

ARTICLE XX – COMPLETE AGREEMENT

The parties hereby acknowledge and affirm that during the negotiations which led to this Agreement, each of them had the unlimited right and opportunity to formulate demands and proposals with respect to all subjects or matters not excluded by law from the collective bargaining area and that all decisions and covenants reached by them through the use of such rights and opportunities appear in this Agreement. Therefore, it is agreed that the items herein set forth contain the complete Agreement between the parties for the term of this Agreement. The right to present any demands or proposals in any matter, whether or not discussed during the negotiations which led to this Agreement, are hereby waived by the Company and the Union for the term of this Agreement. The parties do agree that should the Employer's scope of work increase, the parties will meet to discuss possible changes in the recognition clause to cover the changes.
ARTICLE XXI – SUCCESSION

The terms and provisions of this Agreement shall bind all subleases, assignees, and purchasers or other successors to the business to such terms and provisions, to which the employees are and shall be entitled to under this Agreement. The Employer shall require any purchaser, transferee, lessee, assigns, receiver or trustee of the operations covered by this Agreement to accept the terms of the Agreement by written notice. A copy of such notice shall be provided to the Local Union at least thirty (30) days prior to the effective date of any sale, transfer, lease assignment, receivership or bankruptcy proceedings.

ARTICLE XXII – DURATION

The terms and conditions of this Agreement shall supersede and replace all previous agreements between the parties hereto and shall take effect on January 1, 2018 and shall continue from the latter date, and year to year thereafter, unless terminated as follows: Either party may terminate this Agreement or request amendments thereto on December 31, 2022, or on December 31 of any year thereafter by giving to the other party sixty (60) days' written notice, prior to December 31, 2022, or December 31 of any year thereafter in which termination or amendments are requested.
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: Palen Kimball, LLC

[Signature]
Michael Mingo, General Manager

For: International Union of Operating Engineers, Local No. 70

[Signature]
David Monsour, Business Manager

Michael Dowdle, President

[Signature]
Linda Powers, Recording Secretary

Ken Wieken, Business Representative

[Signature]
Gerald Lesch, Steward

2/7/2018
Date:

2/1/2018
Date:

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Contracts/Palen Prudential

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