STANDARD MASTER AGREEMENT

LOCAL 25, MARINE DIVISION AFL—CIO



GREAT LAKES DREDGE & DOCK COMPANY, LLC

Effective:

October 1, 2015 through September 30, 2018

MASTER AGREEMENT TABLE OF CONTENTS

SECTION	TITLE	PAGE
	AGREEMENT	4
	PREAMBLE	4
1	BARGAINING UNIT / TERRITORIAL ZONE	4
2	JOB SECURITY AND LOCKOUTS	4
3	HIRING PROCEDURE	5
4	UNION SHOP	7
5	CHECKOFF	8
5A	POLITICAL EDUCATION COMMITTEE	9
6	SCOPE	10
7	AUTHORIZED DEDUCTIONS INTO PLANS	10
8	ABILITIES AND QUALIFICATIONS FOR EMPLOYMENT	11
9	TRAINING	11
10	SEA-SERVICE LETTERS	12
11	COMPANY OFFICIALS	12
12	WORK WEEK AND OVERTIME (refer to addenda)	12
13	WORK ASSIGNMENT	12
14	HOLIDAYS	12
15	PAYMENT OF WAGES	13
16	TRANSPORTATION	14
17	PRE-JOB CONFERENCE	14
18	SUBSISTENCE AND SUPPLIES	15
19	MANNING	15
20	MEDICAL EXAMINATIONS	16
21	WATCH ROTATION	16
22	SAFETY	16
23	HAZARDOUS DUTY PAY	16
24	HAZARDOUS MATERIAL PAY	16
25	EMPLOYEE QUARTERS	16
26	GEAR FOR EMPLOYEES	17
27	LANDING AREA	17
28	SHELTER FOR SHORE FILL CREW	17
29	LOSS OF PERSONAL EFFECTS	17
30	UNION REPRESENTATIVES	18
31	PROMOTIONS OUT OF BARGAINING UNIT	18
32	SHOP STEWARD	18
33	ARBITRATION	19
34	CREW BOAT	20
35	VACATION NOTIFICATION	20
36	MEDICAL (refer to addenda)	20
37	PENSION (refer to addenda)	20
38	VACATION (refer to addenda)	20

39	ANNUITY (refer to addenda)	21
40	ALLOCATION OF WAGES TO PLANS	21
41	EMPLOYEES OF THE UNION	21
42	PERFORMANCE BOND	21
43	MAINTENANCE AND CURE	22
44	CONTINUATION OF BENEFITS FOR OCCUPATIONAL INJURIES	22
45	DEATH IN FAMILY AND JURY DUTY	22
46	LEGALITY	23
47	TERMINATION FOR CAUSE	23
48	TERM OF AGREEMENT	23
49	FAVORED NATIONS	23
50	FULL UNDERSTANDING	23
51	EQUAL OPPORTUNITY, ADA, FAMILY LEAVE	24
52	INNOVATIVE EQUIPMENT	24
	SIGNATORY PAGE	25

AGREEMENT

Made this 1st day of October, 2015 between Great Lakes Dredge & Dock Company, LLC, hereinafter referred to as the COMPANY, and International UNION of Operating Engineers, Local 25, Marine Division AFL-CIO, hereinafter referred to as the UNION, which has been given jurisdiction by the International UNION of Operating Engineers, AFL-CIO for all dredging work within the waters of the Great Lakes, Atlantic Ocean, Gulf of Mexico and their tributaries.

The parties involved acknowledge that this AGREEMENT, inclusive of its addendum and/or addenda, has been negotiated as a new Master AGREEMENT. The parties collectively strived to simplify and condense language, in that this AGREEMENT would better reflect actual customs and practices. Therefore, no special relevance shall be given to any omissions or revisions in this Master AGREEMENT as compared to past agreements between involved parties.

PREAMBLE

This AGREEMENT is entered into to prevent strikes and lockouts; to facilitate peaceful adjustment of grievances and disputes between the COMPANY and the UNION; to prevent waste, unnecessary and avoidable delays which result in unnecessary cost and expense to the COMPANY and to the UNION in loss of wages; to enable the COMPANY to secure at all times sufficient forces of skilled employees to provide as far as possible for the continuous employment of labor; to provide that employment hereunder should be in accordance with conditions and wages herein agreed upon, and by reason of this AGREEMENT and the purposes and intent thereof, to bring about stable conditions in the industry, keep costs of work in the industry as low as possible consistent with fair wages and proper working conditions, as provided for hereunder, and further, to establish and set up the necessary procedure for amicable adjustment for all disputes or questions that may arise between the parties, so that the foregoing purposes may be brought about and accomplished.

It is agreed as follows:

BARGAINING UNIT / TERRITORIAL ZONE - SECTION 1

This AGREEMENT covers only those employees employed by the COMPANY in the occupational classifications set forth in Schedule "A" hereof engaged in dredging work carried on by the COMPANY within the territorial zone(s) set forth in the addendum and/or addenda to this AGREEMENT. This includes the employees on dredges, derrick boats, spill barges, spider barges, drill boats, launches, scows, tugboats and other equipment, floating and otherwise, used in connection with dredging operations. It shall also cover employees of the COMPANY when moving dredges to and from the job site, the laying, connecting and dismantling of pipe lines and all other equipment in conjunction with dredging work and the customary work in connection with mobilization and demobilization of the equipment.

JOB SECURITY AND LOCKOUTS – SECTION 2

1. The COMPANY agrees that there shall be no lockouts of the employees during the term of this AGREEMENT: provided, however, this section shall not be construed to prevent

the suspension or termination of employment due to business conditions or any other condition over which the COMPANY has no control. The COMPANY also agrees that it will notify the UNION whenever another labor organization claims to represent the employees or any subdivision of employees.

- 2. The UNION agrees that during the period of this AGREEMENT:
 - a) There shall be no picketing.
 - b) There shall be no strikes or slowdowns by the employees;

and the UNION further agrees that during any period of arbitration as provided in Section 33 hereof, there shall be no picketing, strikes or slowdowns by the employees because of the question submitted to arbitration.

It shall not be a violation of this AGREEMENT and it shall not be a cause for discharge or disciplinary action in the event an employee refuses to cross any picket line associated with a legitimate labor dispute when employee fears that bodily harm may be done to him.

The no-strike provisions of this AGREEMENT are not applicable in the event the employer fails to satisfy all of its obligations to the various Plans or Funds to which contributions are required to be made under this AGREEMENT, including check-off to the UNION.

In the event that any employees or group of employees perform any of the acts prohibited by this section, without the approval of the UNION, such violation shall be proper cause for discharge. Violation by non-members of the UNION shall not be deemed a violation by the UNION, and the COMPANY agrees not to attempt to hold the UNION liable for such acts by non-members of the UNION.

- c) There shall be no work stoppage, including but not limited to work stoppages on account of jurisdictional disputes or on account of disputes which the UNION may have with an employer which is not a party to this AGREEMENT or on account of labor disputes of subcontractors or suppliers of the COMPANY or on account of disputes which the COMPANY may have with a union which is not a party to this AGREEMENT.
- d) There shall be no restriction of the use of any dredge, machinery, tools or appliances.

HIRING PROCEDURE – SECTION 3

In the employment of workers covered by this AGREEMENT, the following provisions shall govern:

1. The UNION shall establish, maintain, and keep current an open employment list for the employment of workers competent and physically fit to perform the duties of

classifications covered by this AGREEMENT. Such list shall be established, maintained and kept current on a non-discriminatory basis and shall not be based on or in any way affected by UNION membership, UNION by-laws, rules, regulations or constitutional provisions, or any other aspect or obligation of UNION membership, policies or requirements.

- 2. Whenever desiring to employ workers of the classifications specified in Schedule "A" of this AGREEMENT within the territorial zone specified in the respective addendum and/or addenda to this AGREEMENT, the COMPANY shall notify the UNION by phone call and make a reasonable effort to email or fax to the UNION Hiring Hall and the UNION shall promptly refer to the COMPANY, but in no event later than 72 hours, exclusive of Saturdays, Sundays and holidays, workers who are competent and physically fit to perform the duties of the classification, or classifications, needed by the COMPANY. If, for any reason, the UNION is unable or fails to refer qualified and competent workers within 72 hours as aforesaid, the COMPANY may obtain workers from any available labor source.
- 3. The COMPANY has the right to reject any worker referred to it by the UNION and to determine the classifications and the number of employees in such classifications needed to efficiently and safely operate its equipment and the UNION agrees not to attempt to abridge these rights of the COMPANY.
- 4. The UNION shall refer to the COMPANY only workers whose names appear on the open employment list and in so doing shall be governed by the following criteria:
 - a) If the COMPANY requests from the open employment list a worker by name, he shall be referred by the UNION to the COMPANY and his failure to report at the time and place requested by the COMPANY shall be conclusive proof that either he is working elsewhere or that he refuses to accept the COMPANY's employment. When the COMPANY requests the worker by name, he shall be deemed competent to perform the duties of this classification, subject to current physical examination including pre-employment drug testing.
 - b) If the COMPANY does not request that a particular worker be referred to it to fill a particular vacancy as provided in subparagraph (a) above, the referral shall be by classes and priorities in the following order:
 - I. Workers competent and experienced in the performance of work in their classification and who have had employment experience with any COMPANY making contributions to Local 25, Marine Division, International Union of Operating Engineers Medical Plan or its successor Plans. The order of referral within this class of work persons, known as Experienced Class, shall be in priority of registration of the applicant in the Hiring Hall.
 - II. Workers competent and able to perform the work in the classification to be filled but who have had no employment experience with any COMPANY

making contributions to Local 25, Marine Division, International Union of Operating Engineers Medical Plan or its successor Plans. The order of referral within this class of workers shall be in priority of registration of the applicant in the Hiring Hall.

- 5. If any individual files a written complaint with either the COMPANY or the UNION that they have been discriminated against in the application of the Hiring Hall provisions of this AGREEMENT, said complaint, if not adjusted to the satisfaction of all parties within 5 working days, shall be referred to arbitration as hereinafter set forth in Section 32 of this AGREEMENT. All complaints, in order to be subject to such arbitration, must be filed with either the COMPANY or the UNION within 7 days from the date of the alleged discrimination.
- 6. Workers referred for employment shall be required to produce acceptable forms of identification for administrative purposes. Acceptable identification documents as illustrated for Immigration and Naturalization Service Form 1-9 and its successors will be considered as appropriate for the purpose of this AGREEMENT. Background financial history reports shall not be utilized in opposition to a worker in the hiring process. The COMPANY agrees to abide by the Fair Credit Reporting Act in connection with any background check of an employee. Compliance shall include providing any applicant/member the opportunity to review the background check report on which the COMPANY relied in rejecting such applicant.

<u>UNION SHOP – SECTION 4</u>

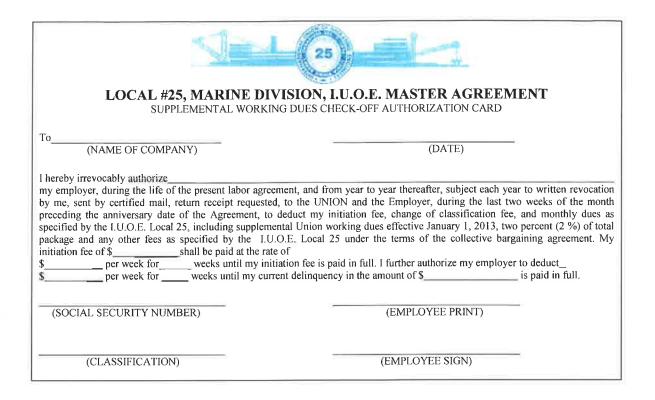
The COMPANY agrees that, as a condition of continued employment, all employees of the classifications covered by this AGREEMENT shall become members of the UNION within 31 days after the execution of this AGREEMENT, or within 31 days after being hired, whichever is later, and shall remain members of the UNION while employed by the COMPANY within the territorial zone(s) described in the addendum and/or addenda to this AGREEMENT, during the life of this AGREEMENT. The COMPANY is not obligated to take steps to enforce this provision unless due notice is received in writing from the UNION that an employee covered by this AGREEMENT has refused to tender the initiation fee and dues uniformly required as a condition of becoming or remaining a member of the UNION. In the event the COMPANY receives such written notice, it shall investigate the matter, and if the employee refuses to tender the said initiation fee and/or dues retroactive to the 30th day following the execution of this AGREEMENT or the 30th day following the date of their employment, whichever is later, said employee shall be discharged forthwith. This Section 4 shall not apply in states in which so called "right to work" laws are in effect.

Copies of Hiring Procedure and Union Shop, Sections 3 and 4, shall be posted in their entirety and maintained by the UNION in conspicuous places in its Hiring Halls and by the COMPANY in conspicuous places where it maintains offices or equipment and where employees and applicants for employment have access.

CHECKOFF – SECTION 5

- 1. The COMPANY agrees to make deductions for initiation fees, membership dues and delinquencies as certified by the UNION from the wages of employees who have signed and delivered to the COMPANY a wage authorization assignment providing for such deduction. The UNION will certify to the COMPANY the names and addresses of its authorized representatives to receive such funds.
- 2. \$.05 per each hour worked shall be allocated from the check off amounts for contributions to the Joint Union/Employers Training Fund. This payment shall be made monthly by the UNION to the Training Fund for all hours contributed by the signatory contractors.
- 3. Remittance will be due on the 20th day of each month. Such remittance will be made on forms that contain the necessary information and details as to date and hours of employment of employees covered by the terms of this AGREEMENT. If the COMPANY fails to remit such check- off due within 10 days of being due, the UNION shall assess an interest rate of 1% per month.
- 4. Effective July 1, 2013, two-percent (2%) of total package, which shall be defined as Gross Wages, Medical, Pension, Vacation, Annuity and JUETF, of both straight-time, overtime and double-time hours and any other fees as specified by the IUOE Local 25 under the terms of the collective bargaining agreement shall be deducted. The subsistence pay in Section #18 and the Incentive Pay specified on the last page of the Addendum's shall not be applicable to supplemental working dues. The UNION shall provide to the COMPANY the exact hourly Supplemental Working Dues Check-Off amounts to be deducted for each classification for straight-time, over-time and double-time hours worked for each year of the AGREEMENT by written notification in advance of any changes.

The authorization for the said deduction shall be given in the following form:



$\frac{\text{IUOE LOCAL 25 VOLUNTARY POLITICAL EDUCATION COMMITTEE} - \text{SECTION}}{5A}$

The COMPANY will deduct five cents (\$0.05) for each hour that the employee receives wages under the terms of the Agreement, on the basis of individually signed voluntary authorized deduction forms. It is agreed that these authorized deductions for the IUOE Local 25 Voluntary Political Education Committee are not conditions of membership in the International Union of Operating Engineers or of employment with the COMPANY and that the IUOE Local 25 Voluntary Political Education Committee will use such monies in making political contributions in connection with Federal, State, and local elections. Payments made on separate check to the IUOE Local 25 Voluntary Political Education Committee, accompanied by monthly reports reflecting employee hours worked shown on forms so provided by the UNION, shall be remitted to IUOE Local 25 Voluntary Political Education Committee, at the same time the COMPANY submits their other benefits to the appropriate offices.

The costs of administering this payroll deduction for the IUOE Local 25 Voluntary Political Education Committee are incorporated into the economic package provided under the terms of this AGREEMENT so that the IUOE has, through its negotiation and its execution of this AGREEMENT, reimbursed the Employer for the costs of such administration.



IUOE LOCAL 25 VOLUNTARY POLITICAL EDUCATION COMMITTEE FUND (IUOE L-25 PEC) CHECKOFF

I hereby authorize and direct that each employer signatory to an agreement with the International Union of Operating Engineers Local 25, Marine Division for whom I work to deduct from my paycheck \$.05 cents per hour or \$_____ per hour for all compensated hours as an employee, and to remit such amount to the IUOE Local 25 Voluntary Political Education Committee Fund (IUOE L-25 PEC), 463 State Route #33, Millstone Township, NJ 08535 at such times as other remittances are made to the union.

This contribution is voluntarily made with the specific understanding that the making of such voluntary contributions is not a condition of membership in the Union or of employment with the employer; that I may contribute a greater or lesser amount than that suggested and I will not be favored or disadvantaged for doing so; that I may refuse to contribute without reprisal, and that IUOE Local 25 Voluntary Political Education Committee Fund uses the money it receives to make political contributions and expenditures for the betterment of the membership and it's signatory contractors.

This authorization shall remain in full force and effect until revoked in writing by me.

Federal law requires IUOE L-25 PEC to use best efforts to collect and report the name, mailing address, occupation and name of employee whose contributions exceed \$200 per calendar year.

PRINT NAME SIGN NAME LAST 4-DIGIT OF SSN
HOME ADDRESS:
STREET CITY STATE ZIP

Contributions to IUOE Local 25's Voluntary PEC are not deductible as charitable contributions for federal income tax purposes. A copy of IUOE L-25 PEC report is filed with the Federal Election Commission (FEC) and is available from the FEC in Washington, D.C.

Top copy to be retained by employer; bottom copy to be retained by union. All contribution deductions shall be remitted on the forms provided by the Union.

SCOPE – SECTION 6

If any dredge or equipment on the effective date of this AGREEMENT, not within the territorial limits covered by the addendum and/or addenda to this AGREEMENT, is brought within such territorial limits, the terms and conditions of this AGREEMENT will become applicable thereto.

AUTHORIZED DEDUCTIONS INTO PLANS – SECTION 7

If any dredge or equipment within the territorial limits covered by the addendum and/or addenda to this AGREEMENT is deployed to an area not covered by this AGREEMENT, the COMPANY agrees to notify the UNION by phone call and make a reasonable effort to email or fax. If the deployment is to an area not covered by other collective bargaining agreements with Local 25, Marine Division, International Union of Operating Engineers which provide for medical, pension and annuity payments to the International Union of Operating Engineers, Local 25 Medical and Annuity Plans or Central Pension Fund, or any Plans or Funds which are formally recognized by the Trustees as successors to any of the preceding Plans or Funds, then any employee accompanying the dredge or equipment shall have the right to authorize a deduction from his wages to be paid into such Plans or Funds or any successor Plans or Funds formally designated as such by the respective Trustees of the original Plans or Funds. It shall be the responsibility of the COMPANY to notify the employee of his rights to have such deductions made and the employee is to furnish the COMPANY with a signed authorization for deduction stating the amounts to be deducted.

ABILITIES AND QUALIFICATIONS FOR EMPLOYMENT – SECTION 8

The COMPANY shall be the judge as to the ability and qualifications for employment, and nothing contained in this AGREEMENT shall in any way abridge the COMPANY's right to discharge an unsatisfactory employee.

The COMPANY will notify the Shop Steward, if he is aboard, before an employee is discharged, or the UNION within 24-hours, whenever an employee is discharged in the event of the absence of the Shop Steward. The COMPANY will notify the Shop Steward when he returns aboard whenever an employee has been discharged during the absence of the Shop Steward. The UNION agrees to cause no work stoppage because of a discharge, and if there is a dispute in connection therewith and no settlement is reached, the matter will be referred to arbitration in accordance with Section 33.

TRAINING - SECTION 9

The COMPANY shall contribute to the Joint Union/Employers Training Fund, established by an Agreement and Trust, \$.05 per hour for all hours worked by its employees covered by this collective bargaining AGREEMENT and an additional \$.05 per hour shall be allocated from the supplemental working dues as specified in Section 5 of this AGREEMENT.

Beginning October 1, 2017, the COMPANY shall contribute to the Joint Union/Employers Training Fund, established by an Agreement and Trust, \$.10 per hour for all hours worked by its employees covered by this collective bargaining Agreement. Beginning that same date, the membership shall defer \$.05 of the scheduled wage increase. The UNION will continue to contribute the existing \$.05 per hour allocation from the supplemental working dues as specified in SECTION 5 of this AGREEMENT. The COMPANY shall be bound by all of the same provisions of said AGREEMENT and Declaration of Trust as the same now exists or may be amended.

SEA-SERVICE LETTERS – SECTION 10

Upon written request, the COMPANY shall issue sea-service letters within thirty-days for those members employed aboard vessels covered by this AGREEMENT. The written request shall be accompanied by the "UNION Sea-Service Logbook", which must be verified and signed by a COMPANY designated representative. The COMPANY shall designate a representative to prepare Sea-Service Letters.

COMPANY OFFICIALS – SECTION 11

No salaried employee or any other COMPANY official shall do repair work, handle tools, pull levers, or operate any other equipment on a regular basis so as to deprive employees covered by this AGREEMENT of work.

WORK WEEK AND OVERTIME – SECTION 12

Refer to Northern and/or Southern Addendum.

WORK ASSIGNMENT – SECTION 13

- 1. Nothing contained in this AGREEMENT shall be construed as preventing the COMPANY from assigning any of its employees to any available position; provided, however, that if an employee is temporarily assigned to another position and if he works in such position, he shall be paid the same rate of pay for the total time he works in such position that an employee regularly assigned to such position would have received, if such payment does not result in a reduction of pay. The parties agree that the establishment of master rates shall not alter past practices with respect to combining and/or altering job duties.
- 2. Workers assigned to dredges, tugs, scows, fill crew, and other attending plant shall not displace workers assigned to another piece of equipment.

HOLIDAYS – SECTION 14

Refer to Northern and/or Southern Addendum, SECTION 3 for holiday schedule.

- 1. The days celebrated as such shall be as designated by the Federal Government.
- 2. 48 hours advance notice shall be posted on the bulletin board regarding the work schedules for holidays.
- 3. A two (2) shift rotation is defined as employees working 12-hours per day, with no time off rotation. A three (3) shift rotation is defined as employees working 12-hours per day, with a time off rotation. On a two (2) shift rotation schedule, if any employee is not required to work on a holiday, he shall be paid twelve (12) hours straight time wages for such holiday. On a three (3) shift rotation schedule, if any employee is not required to work on a holiday, he shall be paid eight (8) hours straight time wages for such holiday.

- 4. If an employee fails to report for work, except when specifically excused, on the day before or the day after a holiday or if an employee is ordered to work on any holiday and he fails to report for work and to perform the work required, in either of such events he shall receive no pay for such holiday.
- 5. Any employee called in and who performs the work required on a holiday on a two (2) shift rotation shall be paid twelve (12) hours straight time pay as holiday pay in addition to his earnings for the normal schedule of wages for that day's work. Any employee called in and who performs the work required on a holiday on a three (3) shift rotation shall be paid eight (8) hours straight time pay as holiday pay in addition to his earnings for the normal schedule of wages for that day's work.
- 6. If a holiday falls while an employee is on vacation, he shall be paid his holiday pay on the payday following his return from vacation.
- 7. An employee who has been in employment for 30 days or more prior to a holiday and is laid off in a week in which the holiday falls shall receive the holiday pay when he receives his regular pay at the time of lay-off. If an employee is rehired within 2 weeks after being laid off and holiday occurs within that 2 week period, they shall be paid for such holiday.
- 8. Holiday pay shall not be considered part of the guaranteed 48-hour workweek.

PAYMENT OF WAGES – SECTION 15

- 1. All wages under this AGREEMENT shall be due and payable on the job or direct deposited every week. Wages for the previous weekly pay period will be paid not later than 4 days after the end of that period. In the event an employee's check or direct deposit is not available within this 4 day period, said employee shall receive compensation at the rate of 8 hours straight time for each day, or fraction thereof that he is required to wait for paycheck or direct deposit hereinafter. If said employee is on their scheduled time off when the late check arrives at the jobsite office, the COMPANY shall overnight paycheck to employee's address or direct deposit in employee's account. However, both parties recognize that on rare occasions, compliance with this 4-day rule would create a significant hardship on the COMPANY. In those rare instances, the parties will converse to achieve a mutually agreeable alternative.
- 2. If an employee is discharged through a normal reduction in force, and the COMPANY does not pay the accrued wages of such employee at the time of termination of employment, said employee may choose one of the following options:
 - a) The COMPANY shall have employee's check at jobsite office ready for employee pickup within 24 hours or direct deposited into employee's account.
 - b) Within 24 hours of termination, the COMPANY shall overnight employee's check to the address of employee's choosing or direct deposit into employee's account.

Said employee shall receive compensation at the rate of 8 hours straight time for each day or fraction thereof that he is required to wait for his termination pay beyond the above mentioned time frames, depending on the option the employee has chosen.

3. If an employee quits of his own accord or is discharged for cause, he shall wait for his pay until the next regular pay day. If employee makes no alternative arrangements, it shall be sent by mail to the employee's address on the records of the COMPANY.

TRANSPORTATION - SECTION 16

- 1. Any worker referred to the COMPANY for employment under Section 3 of this AGREEMENT shall receive a transportation allowance, payable on employee's first check, in accordance with the following schedule:
 - a) Jobsite less than 10 miles from the employee's home address: \$0.00
 - b) Jobsite greater than 10 miles and less than 50 miles from the employee's home address: \$100.00
 - c) Jobsite greater than 50 miles and less than 200 miles from the employee's home address: \$325.00
 - d) Jobsite greater than 200 miles from the employee's home address: \$575.00
 - e) In the event that the COMPANY requests a worker by name beyond the territorial limits of this AGREEMENT, the COMPANY will reimburse the worker for actual transportation expense.
- 2. When an employee on the COMPANY payroll is required to travel from one jobsite to another jobsite, whether on the same assigned project or a different project, he shall receive 50% of the transportation allowance as outlined above except that the distances used shall be jobsite to jobsite, not home address to jobsite.
- 3. When employees aboard towing tugs, dredges or other vessels, which are towed, or "light boated", to another port or location, the COMPANY shall provide return transportation back to originating location. If transportation is not provided, such employee shall be compensated until he arrives back to the originating location. Such compensation shall not exceed 18 hours.
- 4. If an employee is discharged for cause or quits of his own accord, 50% of the transportation allowance they received shall be deducted from their final paycheck.

PRE-JOB CONFERENCE – SECTION 17

If either the UNION or the COMPANY believes that the nature of the COMPANY's operation covered by this collective bargaining AGREEMENT requires a pre-job conference, the parties agree that, upon notification to each other, such a pre job conference shall be held before the

commencement of the operation between the said UNION designee and the designated COMPANY official at a mutually agreeable time and place.

SUBSISTENCE AND SUPPLIES – SECTION 18

- The COMPANY agrees that during the term of this AGREEMENT it will continue to 1... make available to employees employed to work afloat or ashore, meals and sleeping quarters when the dredge is on contract or when mobilizing or demobilizing. When meals and sleeping quarters are not available to employees employed to work afloat or on shore, the COMPANY will grant each of such employees a subsistence allowance in a minimum amount of \$45.00 per day effective October 1, 2015. When meals and sleeping quarters are not available to employees employed to work afloat or on shore, the COMPANY will grant each of such employees a subsistence allowance in a minimum amount of \$50.00 per day effective October 1, 2016. When meals and sleeping quarters are not available to employees employed to work afloat or on shore, the COMPANY will grant each of such employees a subsistence allowance in a minimum amount of \$55.00 per day effective October 1, 2017. The COMPANY shall communicate the subsistence rate at the pre-job conference. Employees shall be paid subsistence everyday they are scheduled and available to work, regardless of whether the equipment is working on a modified schedule due to the temporary tie-up of equipment.
- 2. If a stewards department exists, the COMPANY agrees that adequate supplies will be furnished at all times to the stewards department of the various plants and that a balanced diet will be provided. Such diet to include fresh milk.
- 3. The COMPANY shall furnish a coffeepot, coffee, cream, sugar, all other supplies for making coffee and all cleaning supplies. The subsistence allowance shall not be used to purchase cleaning supplies.

MANNING – SECTION 19

- 1. When a shoreline is utilized, which includes mobilization or demobilization, all dredges over 12" shall have at least 1 Assistant Fill Placer and 1 Shoreman per shift. Fill operations requiring additional shore personnel will be determined by the COMPANY after discussion with the UNION.
- 2. All dredges, dredge related equipment and tending boats will be manned in accordance with industry standards for a safe and efficient operation. Any operations requiring additional personnel will be determined by the COMPANY after discussion with the UNION.
- 3. Each dredge shall have an engineer on watch at all times when the dredge is in operation.
- 4. All workers will be referred to the COMPANY by the UNION in accordance with Section 3 of this AGREEMENT.

5. Unless an emergency arises, all crew boats will have a deckhand on board while underway, excluding boats underway while surveying. Such deckhand may perform any other work directed by management while not underway.

MEDICAL EXAMINATIONS – SECTION 20

All prospective employees required to take a physical and drug / alcohol screening will be compensated at a flat rate of \$120.00 per day and the COMPANY will bear all costs for such procedures. Such compensation shall be paid no later than the second pay period following the physical examination and drug / alcohol screening. In the event the prospective employee fails the drug and/or alcohol screening, the allowance shall not be paid.

WATCH ROTATION – SECTION 21

If more than one (1) watch is employed, the watches shall be rotated on a regular basis as mutually agreed between the COMPANY and the UNION. Any employee not relieved at the end of his watch shall remain on watch until properly relieved and shall notify his supervisor and the Shop Steward as soon as possible.

SAFETY – SECTION 22

All employees shall observe all measures set forth by the COMPANY for the safety of its employees and shall cooperate with the COMPANY in carrying out all of the COMPANY's safety measures for accident prevention, as outlined in the latest edition of the COMPANY's safety policy or handbook. All employees will acknowledge receipt of the COMPANY's safety policy or handbook in writing.

HAZARDOUS DUTY PAY – SECTION 23

Any employee not assigned to a drillboat operation that is required to handle, transport or work with any explosives, including an officially determined unexploded ordinance situation, shall be compensated at 120 % of Schedule "A" rates per hour for every hour in which they are engaged in this activity.

HAZARDOUS MATERIAL PAY – SECTION 24

Any employee required to possess a Hazardous Material Training Certificate as a condition of employment for a particular project shall be compensated at 120% of Schedule "A" rates per hour for every hour in which they are engaged in such hazardous activity.

EMPLOYEE QUARTERS – SECTION 25

It is understood that all employees covered by this AGREEMENT shall be provided with suitable washroom, sanitary facilities and quarters in which to change clothes. When lodging is provided, the employees shall be responsible for all articles issued to them, and no clean linen or towels shall be furnished unless and until the soiled linen and towels are turned in to the COMPANY. Towels, linens and soap (bathing and laundry) will be issued not less than twice a week. The COMPANY agrees to keep the employees' quarters clean and in a sanitary condition.

It is understood that the employees will cooperate in keeping their quarters, mess rooms, washrooms and toilets in a clean and sanitary condition.

The COMPANY shall provide clean potable water, which shall be tested by an independent laboratory twice a year.

GEAR FOR EMPLOYEES – SECTION 26

- 1. The COMPANY agrees to furnish the employees with hard hats, PFD's, eye protection, gloves and, for those working outside in inclement weather, rain suits, all of which must be returned to the COMPANY in the same good order and condition as issued, normal wear and tear expected. If any employee fails to return any or all of the said equipment issued to him, he will be charged for it and the amount will be deducted from wages due.
- 2. The COMPANY agrees to furnish and replace welding hoods, goggles, welding leathers and gloves which become unserviceable due to use on the job. If any employee fails to return any or all of the said equipment issued to him, he will be charged for it and the amount will be deducted from wages due.
- 3. No employee shall be required to furnish any tools.

LANDING AREA – SECTION 27

- 1. When possible, a suitable shanty is to be provided where the crew awaiting the change of crews can be protected in case of inclement weather. The landing where crews change must be safe and adequately lighted.
- 2. When local conditions necessitate, the COMPANY must furnish a protected parking area and a uniformed security officer. In the event of damage to an employee's vehicle while parked in such a designated area, the COMPANY's liability shall be limited to \$700.00 or the deductible, whichever is less.

SHELTER FOR SHORE FILL CREW – SECTION 28

- 1. As of the first day of operation, the COMPANY agrees to provide the shore fill crew on each operation with a shanty equipped with adequate sanitary and heat facilities. Said shanty to be sufficiently large enough for employees to change and hang clothes and to be protected from inclement weather. Adequate sanitary facilities shall include a chemical toilet. Said shanty shall be reasonably accessible to employees' vehicles.
- 2. When local conditions necessitate, the COMPANY must furnish a protected parking area and a uniformed security officer. In the event of damage to an employee's vehicle while parked in such a designated area, the COMPANY's liability shall be limited to \$500.00.

LOSS OF PERSONAL EFFECTS – SECTION 29

If the personal effects of any employee become a total loss because of fire on, or sinking of, the equipment on which he is employed, he shall be paid by the COMPANY the sum of \$1,000 in

full compensation of such loss, whether or not the loss is greater or less than \$1,000. If the personal effects of any employee are damaged but are not totally lost, because of fire on, or sinking of the equipment on which he is employed, he shall be paid by the COMPANY a sum equal to the fair amount of such damage, not to exceed \$1,000. Payment of the above amount shall be made to the employee within 60 days of the date of the loss.

UNION REPRESENTATIVES - SECTION 30

- 1. The COMPANY agrees that it will allow accredited representatives of the UNION and of the Medical, Vacation and Annuity Plans access to the plant at all times during working hours, to perform official UNION or Plan business, and such representatives may use the COMPANY's transportation facilities from shore to plant. The UNION agrees that such representatives will not interfere with any of the COMPANY's employees while at work.
- 2. In consideration for such permission, the UNION agrees to indemnify and hold the COMPANY harmless for any and all injuries and damage that may be suffered by its representatives when on or about the COMPANY's plant, equipment or property, whether caused by negligence of the COMPANY, its agents, servants, or employees, the unseaworthiness of the plant and equipment, or any other cause whatsoever.

PROMOTIONS OUT OF BARGAINING UNIT - SECTION 31

The COMPANY agrees that if any vacancy shall occur or a new position shall be created in the classification of Captain, Chief Engineer or Deck Captain, the first consideration in filling these classifications shall be given to employees who are covered by the provisions of this AGREEMENT.

SHOP STEWARD – SECTION 32

- 1. The COMPANY will recognize one (1) working employee on each dredge and one (1) working employee on each beach fill operation, who will be designated by the UNION and whose name shall be furnished to the COMPANY in writing, to act as Shop Steward for the purpose of processing job-site grievances arising under the terms of this AGREEMENT.
- 2. When there is a reduction in the work forces during periods of reduced employment, the Shop Steward shall be the last employee within that classification to be laid off, provided that said employee is qualified to perform the available work. Such employee shall also be the first to be recalled when work resumes, provided that he is qualified to perform the available work.
- One (1) Shop Steward between the dredge and the beach fill operation shall be permitted to attend not more than 5 meetings per year called by the UNION without loss of pay. The UNION agrees to notify the COMPANY in advance of the holding of any such meeting and the Shop Steward, if he attends such meeting, shall be paid as per the normal scheduled work hours, but not more than 12 hours pay per-day for so attending.

ARBITRATION – SECTION 33

All complaints, disputes or grievances arising between the parties hereto, relating to, or in connection with, or involving questions of interpretation or application of any clause of this AGREEMENT, or any acts, conduct or relations between the parties, directly or indirectly, shall be processed pursuant to this section. Except as otherwise provided, the UNION and the COMPANY agree that there shall be no strike or lockout or work stoppage, without having first utilized all procedures set forth herein.

- 1. Any employee covered by this AGREEMENT who alleges the existence of such a dispute must present his grievance, in writing, to the Vessel Captain or appropriate Supervisor and the UNION within 7 working days of the date of the occurrence which is the subject of the grievance. The UNION shall transmit the grievance to the COMPANY within 7 working days. The COMPANY shall answer the grievance in writing within 10 business days after receipt of the written grievance submitted to the COMPANY by the UNION. The COMPANY shall provide this written response to both the grievant and the UNION.
- 2. If the grievance is not satisfactorily resolved on the basis of the COMPANY's answer, the UNION, in its sole discretion, may submit the matter to the Quick Dispute Resolution Committee (the "Committee") or to arbitration, as set forth below, or determine not to pursue the grievance further. If the UNION submits the matter to the "Committee" or arbitration, it must do so in writing sent within ten 10 business days of receipt of the COMPANY's answer pursuant to subsection (1).
- The "Committee" shall consist of two representatives from the COMPANY and two from the UNION. The "Committee" may review any relevant employment records, reports, statements, letters or other documents or materials submitted by or on behalf of the grievant or the COMPANY, and may, in its discretion, request or permit persons to provide testimony whether in person or by phone, provided an equal number of "Committee" members from the UNION and COMPANY are present during such inperson or telephonic testimony as the "Committee" might require or allow. The "Committee" shall render its decision within 30 calendar days of receipt of the UNION'S written submission to the "Committee" as set forth in subsection (2). The decision shall be final and binding only if the majority of the members agree on the decision. The decision may be to uphold the COMPANY's original action, to reverse it, or to modify it, and to determine the penalty or damages, if any. If the "Committee" does not reach a final and binding decision as defined above, or does not act within the 30-day period, the UNION may file for arbitration as set forth below.
- 4. If the UNION files for arbitration, it shall do so to the American Arbitration Association. The arbitration will be conducted under the rules of the American Arbitration Association. The parties may agree to extend the time limits set forth in subsection (3).
- 5. The UNION shall have the authority to file for arbitration on behalf of a group of employees or regarding a contract issue, and the COMPANY shall have the right to file for arbitration, within thirty 30 calendar days of discovery of the issue. Within that 30-

day period, and prior to filing for arbitration, the party with the grievance must notify the other party of the issue in writing.

- Only the UNION and COMPANY shall have the authority to file under subsections (2), (3), (4) and (5).
- 7. The decision of the arbitrator shall be final and binding upon both the UNION and the COMPANY. The arbitrator's fees and expenses and other arbitration costs shall be shared equally by the UNION and the COMPANY. The arbitrator shall have jurisdiction and authority only to interpret and apply the provisions of this AGREEMENT with respect to the controversy being arbitrated, and shall not have the authority to add to, detract from, alter, or amend any of the provisions contained herein. In the event one party alleges that the other party failed to comply with the procedures in this section, the arbitrator shall determine the issue.

CREW BOAT – SECTION 34

The COMPANY agrees, before the beginning and after the end of each shift, to provide a suitable crew boat to convey the crew from the dredge or plant to the nearest shore point convenient to overland transportation unless the dredge is working adjacent to a structure that allows for employees to board and depart safely without a crew boat.

In the event of inclement weather, an enclosed cabin shall be provided, unless impracticable for water depth or other reasons.

In the event a round trip takes more than 60 minutes from dock to dredge and dredge to dock, a minimum of \$16.00 will be paid for each additional 30-minute period or fraction thereof.

VACATION NOTIFICATION – SECTION 35

Employees desiring time off for vacation shall give the COMPANY and the Shop Steward 2 weeks' notice. Such requests shall be granted and the UNION will furnish relief subject to approval of the COMPANY, as mutually agreed upon by the COMPANY and UNION in accordance with Section 3 of this AGREEMENT.

MEDICAL – SECTION 36

Refer to Northern and/or Southern Addendum.

PENSION – SECTION 37

Refer to Northern and/or Southern Addendum.

VACATION – SECTION 38

Refer to Northern and/or Southern Addendum.

ANNUITY – SECTION 39

Refer to Northern and/or Southern Addendum.

ALLOCATION OF WAGES TO PLANS – SECTION 40

The UNION reserves the right to allocate a portion of the negotiated wage increases and to reallocate contributions between the Fringe Benefit Plans, as long as the Employer Trustees of the respective Fringe Benefit Plans approve of the reallocation.

EMPLOYEES OF THE UNION – SECTION 41

The COMPANY recognizes and agrees that the Local 25, Marine Division, International Union of Operating Engineers Medical, Vacation and Annuity Plans and Central Pension Fund, or any successor Plans or Funds, in addition to providing coverage for employees within the classifications set forth in this collective bargaining AGREEMENT, has covered and will cover those officers, business agents and employees of the UNION for whose benefits the UNION pays employer contributions in the same amounts as are contributed by the COMPANY herein and other contributing employers, pursuant to the provisions of Sections 36, 37, 38 & 39 of this AGREEMENT. Reports and payments to the various Plans or Funds shall be made under the same requirements as stated for contributing employers elsewhere in this AGREEMENT.

PERFORMANCE BOND – SECTION 42

The COMPANY agrees to post a financial guarantee bond or cash equivalent as agreed to and established by the Board of Trustees of the Benefit Plans or Funds.

- 1. In the event that the COMPANY should become delinquent in its reports and payments to the Medical, Vacation or Annuity Plans or Central Pension or Training Funds, or their successor Plans or Funds, the UNION shall have the right to withhold employees covered by this AGREEMENT from the COMPANY. The COMPANY will, nevertheless, be obligated to continue the employees' wages at the rates listed in this collective bargaining AGREEMENT until such time as the delinquent reports and payments have been made in accordance with the below listed sections; the no strike clause notwithstanding, provided however:
 - a) No employees shall be withheld from any COMPANY under this section where the COMPANY has posted a bond and/or cash to secure its obligation to make reports and payments to the Medical, Vacation or Annuity Plans or Central Pension or Training Funds, or their successor Plans or Funds, so established as hereinabove provided, so long as the amount of bond so posted and/or cash deposited as security is sufficient to satisfy all debts, arrears or deficits due the above listed Plans or Funds by said COMPANY.
- 2. No employees shall be withheld from any COMPANY under this section until:

- a) The Administrator of the various Plans or Funds mentioned above, or the designee of the UNION, shall have first communicated with the said COMPANY appraising it of the delinquency or arrearages.
- b) In the event that the said COMPANY fails to satisfy all its obligations to the above listed Plans or Funds, after receiving notification from the office of the Administrator, the UNION office shall be so notified. The Business Manager of the Local UNION shall contact the COMPANY to arrange for immediate satisfaction of all claims. If claims for delinquency or arrearages are not satisfied immediately, the UNION shall have the right to withhold its employees until such delinquency is satisfied.
- 3. Remittance of employer contributions to all Benefit Plans other than elective salary deferral contributions to the Annuity Plan ("401(k) Contributions") will be due on the 20th day of each month. 401(k) Contributions will be due following each pay date as soon as that are reasonably segregable from the COMPANY's general assets, but in no event later than the 10th business day following the COMPANY's pay date. Such remittance will be made on forms that contain the necessary information and details as to date and hours of employment of employees covered by the terms of this AGREEMENT and, for 401(k) Contributions, shall include the applicable pay date and pay period for which the Contributions are being remitted. If the COMPANY fails to remit such payments to the aforesaid Benefit Plans or Funds within 10 days of being due, the Administrator of the aforesaid Plans or Funds shall assess an interest rate and administrative fees as determined by the Board of Trustees, provided, however, that interest shall accrue on any 401(k) contributions not remitted by the 10th business day following the applicable pay date. The COMPANY shall remit 401(k) Contributions to the Annuity Plan electronically, unless it is not reasonably possible to do so.
- 4. It is understood that all contributors to the Medical, Vacation and Annuity Plans and Central Pension and Training Funds, or their successor Plans or Funds, shall sign the AGREEMENT. An executed copy of this AGREEMENT shall be transmitted to the Administrator of the aforesaid Plans or Funds.

MAINTENANCE AND CURE - SECTION 43

Employees who are entitled Maintenance and Cure under the general Maritime Law shall be paid Maintenance at the rate of \$35.00 per day with payments to be made every two weeks.

<u>CONTINUATION OF BENEFITS FOR OCCUPATIONAL INJURIES & ILLNESS – SECTION 44</u>

The COMPANY agrees to continue contributions to the Local 25 Medical Plan and Central Pension Fund for an employee who becomes unemployed by reportable occupational injuries or occupational illness. Unless modified by the Board of Trustees of the Medical Plan, payment shall be 8 hours per day for a maximum of 48 hours per week until employee returns to work or is found "fit for duty" not to exceed 4 months.

DEATH IN FAMILY AND JURY DUTY - SECTION 45

- 1. In case of death in an employee's immediate family (i.e. spouse, child, mother, father, sister, brother, grandmother, grandfather) the COMPANY shall grant such employee a maximum of 3 days off with full pay for the express purpose of attending services for the deceased, provided those days are regular scheduled work days. A death certificate or other satisfactory proof of death must be submitted to the employer. The employee must be working for the COMPANY on the date of death of the family member.
- 2. Any employee who is called for jury duty, whether state or federal, and serves in such capacity, shall be paid the difference between the compensation for jury duty and his regular rate of pay based on a 40 hour work week, not to exceed 2 weeks.

LEGALITY - SECTION 46

It is mutually agreed that if the adoption of any state or federal legislation or regulation conflicts with or is contrary to any of the provisions of this AGREEMENT, negotiations will be opened to make the necessary adjustment in the AGREEMENT, but the negotiations will be confined to changes in existing law or regulations.

TERMINATION FOR CAUSE – SECTION 47

If an employee is terminated for cause, the reason will be communicated to the employee and the UNION in writing. Failure to do so shall be considered evidence that the employee remains in good standing with the COMPANY.

TERM OF AGREEMENT – SECTION 48

This AGREEMENT shall become effective as of October 1, 2015 and shall continue in force and effect until September 30, 2018, and from year to year thereafter unless either of the parties shall notify the other in writing, giving at least 60 days notice prior to October 1st of any year for which it may have been automatically renewed, that it desires to terminate or modify this AGREEMENT.

FAVORED NATIONS – SECTION 49

The COMPANY has the right to review any labor agreements entered into by the UNION with any other Employer performing work covered under the terms of this AGREEMENT, including but not limited to job agreements, letter agreements and verbal agreements. If the agreements provide for more favorable wages, hours, terms or conditions of employment, the COMPANY has the right to adopt such favorable wages, hours, terms or conditions of employment as part of this contract at its option after sending written notice of its intention to do so. Upon the COMPANY's request, the UNION will furnish the required contract information within 3 calendar days of the COMPANY's request for such information.

FULL UNDERSTANDING - SECTION 50

It is mutually agreed that this AGREEMENT covers the entire understanding between the parties and this AGREEMENT shall not be modified or changed in any way except by mutual consent in writing.

EQUAL OPPORTUNITY, ADA, FAMILY LEAVE - SECTION 51

- 1. Equal Opportunity: The COMPANY and the UNION agree that there will be no discrimination against any employee or applicant for employment because of race, creed, color, sex, age or national origin. This non-discrimination policy will include, but is not limited to, the following: employment, upgrading, demotion or transfer, lay-off or termination, rates of pay or other compensation, recruitment or recruitment advertising and selection for training.
- 2. Americans with Disabilities Act (ADA): The COMPANY agrees that it shall not discriminate against employees on the basis of a physical or mental disability. The UNION agrees that employees dispatched from the Hiring Halls will be qualified to perform the required shipboard duties. The parties agree that, in the event an employee suffering from a disabling condition requests an accommodation enabling them to perform essential functions aboard the vessel, every reasonable effort will be made to accommodate the employee. Such accommodation will not, however, be required if it would create an undue hardship or would represent a substantial threat to the safety and well being of the COMPANY, the employee requesting the accommodation or other crew members.
- 3. Family Leave: The parties hereby agree that the COMPANY will comply with the provisions of the Family and Medical Leave Act of 1993, which establishes minimum standards for family and medical leave. The COMPANY further agrees to incorporate the provisions of the Act in their COMPANY policy and make said policy available upon request.

INNOVATIVE EQUIPMENT – SECTION 52

Both existing and innovative types of equipment, which are unanticipated at the initial implementation of this AGREEMENT, may come to be operated in connection with dredging operations and dredged material. In order to accommodate this possibility, the COMPANY and the UNION mutually agree to establish additional classifications and rates to be included in this AGREEMENT. Such classifications and rates, if so established, will be documented by letter agreement signed by the Business Manager of the UNION and the Authorized Representative of the COMPANY and will exist for one job only or be extended for a period within the term of this AGREEMENT as mutually agreed.

SIGNATORY PAGE OF STANDARD MASTER AGREEMENT

Effective dates: October 1, 2015 through September 30, 2018

In Witness hereof, the parties hereto have caused these presents to be signed and duly executed.

FOR	THE	COM	PA	NY:

COMPANY NAME: Great Lakes Dredge + Dock Co., L	LC	
BY:		
BY:		
DATE: 12/09/2015		MARYBETH MCCARTHY OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires
DATE: 12/09/2015	The state of the s	age County
FOR THE UNION:	POP	age the
INTERNATIONAL UNION OF OPERATING ENGINEERS, DIVISION	LOCAL	25, MARINE
BY: Han Ero		
BY:		
ATTEST: Jatimel (olso) 12/1/15		PATRICIA A COLSON
DATE: 12/1/15	MY C	ARY PUBLIC OF NEW JERSEY COMMISSION EXPIRES 2-2-2019

Addendum to the Standard Master Agreement

Between

I.U.O.E. Local 25 and Great Lakes Dredge & Dock Company, LLC

This Addendum has been developed to create portability and job security for existing Local 25 members that may be offered employment by Great Lakes Dredge & Dock Company, LLC and provide employment and benefit portability to present and future Great Lakes Dredge and Dock Company Gulf (GLDD Gulf) employees that may be offered employment in Local 25 jurisdictional areas. It is mutually agreed that this Addendum will expire with the Standard Master Agreement, unless extended by mutual consent by both parties.

This Addendum modifies the following sections from the Standard Master Agreement: Preamble and Sections 1, 3, 4, 6, 11 and 21.

Throughout the Standard Master Agreement and Standard Southern Addendum reference is made to "employees". This reference will only apply to "employees" who are Local 25 members.

The terms and conditions of the Standard Master Agreement and Standard Southern Addendum will apply only to Local 25 members who are also employed by Great Lakes Dredge & Dock Company, LLC provided the sections were not modified in Section 1.0 of this Addendum.

When Great Lakes Dredge & Dock Company, LLC works in the jurisdiction of the Standard Southern Addendum, Great Lakes Dredge & Dock Company, LLC will use Local 25 and GLDD Gulf personnel to man their equipment.

When a dredge moves into the Southern jurisdiction and is already crewed with GLDD Gulf employees, Uocal 25 will have the opportunity to fill any vacancies.

When a dredge moves into the Southern jurisdiction and is not crewed, a pre-job conference will be held to discuss manning the dredge with available Local 25 members.

When Local 25 members are requested by Great Lakes Dredge & Dock Company, LLC to work outside the territorial limits of Local 25's jurisdiction, the following will apply:

Great Lakes Dredge & Dock Company, LLC will follow that which is outlined in Section 7 of the Standard Master Agreement with the following limitations:

The Pension Fund contribution outlined in section 37 of the Standard Master Agreement will be at \$1.00 for each hour worked.

Contributions of deductions to the Vacation Plan will not be made.

Contributions will not be made to the Annuity Plan, however, if elected by the individual, employee deductions into the 401(k) component of the Annuity Plan will continue.

Wages will be paid in accordance with Great Lakes Dredge & Dock Company, LLC's practice for the position and area of employment.

Contributions or deductions to the Medical Plan will be made in accordance with Section 36 of the Standard Master Agreement.

When a Great Lakes Dredge & Dock Company, LLC dredge moves into the Standard Southern Addendum's jurisdictional area, GLDD Gulf employees assigned to that equipment will have the right to follow their dredge.

If during the term of this Addendum either party concludes that the interpretation and/or execution of the terms of this Addendum significantly differ from scenario discussions held between the parties during the development and subsequent use of this Addendum, as determined by either party, then, upon 14 days written notice, this Addendum and the Collective Bargaining Agreement which it modifies shall be considered null and void, having the same effect as if it were never executed.

12/09/2015

Int. Supervisor

1

Maryhe

thy 12/9/2015

Attest

PATRICIA A COLSON NOTARY PUBLIC OF NEW JERSEY

MY COMMISSION EXPIRES 2-2-2019

Monmouth

Du Page County

MARYBETH MCCARTHY
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires

April 02, 2018

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 25 MARINE DIVISION

AFL — CIO

STANDARD NORTHERN ADDENDUM



Effective:



October 1, 2015 through September 30, 2018

NORTHERN ADDENDUM TABLE OF CONTENTS

SECTION	TITLE	PAGE
1	TERRITORIAL ZONE	3
2	WORK WEEK AND OVERTIME	3
3	HOLIDAYS	4
4	MEDICAL	4
5	PENSION	4
6	VACATION	4
7	ANNUITY	4
8	LEAD DREDGEMAN	5
9	PRIVATELY INSURED NON-OCCUPATIONAL BENEFITS	6
10	SUBCONTRACTRING	6
11	LEGALITY	6
	NORTHERN SCHEDULE "A" WAGES	7
	INCENTIVE PAY	8
	SIGNATORY PAGE	10

TERRITORIAL ZONE — SECTION 1

Whenever work covered by Section 1 of the Standard Master AGREEMENT is carried out within the territorial zone on the Atlantic Coast from the Canadian border to the southerly border of the State of Maryland, and tributary waters in this zone, this Northern Addendum will be in full effect as a supplement to the Standard Master AGREEMENT.

WORK WEEK AND OVERTIME — SECTION 2

- 1. All work done in excess of 40 hours in any work week and on Saturday or Sunday shall be overtime and compensated for at 1 1/2 times the regular rate of pay except that compensation for work done on a holiday provided for in this AGREEMENT, shall be as provided in Section 14 hereof.
- 2. When an employee reports for duty as directed, he shall be offered at least 8 hours work, or paid for 8 hours plus subsistence, less late time.
- 3. It is recognized by the COMPANY and the UNION that, as a vehicle to allow more time off, a modified work schedule may be put into effect by mutual agreement, subject to any such modified work schedule being ratified and approved by the crew.
- 4. Under normal dredgingoperations, the COMPANY shall make available to each employee who is on the job on Monday, 48 hours per week, running from Monday through Sunday inclusive provided the dredge or equipment is operating. In the event that the dredge is shut down and the employee is not laid off, the COMPANY shall make available to each employee 48 hours work per week. In the event the dredge is shut down and the employee is laid off, wages will be paid up through the day his employment is terminated. This section does not apply in the event of a modified work schedule has been put into effect pursuant to paragraph 3 above.
- 5. The COMPANY shall give employees 24 hours advance notice of a forthcoming temporary or permanent tie-up of equipment. In the event such advance notice is not possible, the COMPANY shall continue to employ the employees on watch, at the time of such tie-up, to the completion of that watch and shall not deprive employees scheduled to report for the next 2 watches of their employment. In any event, the Lead Dredgeman and Shop Steward shall be notified of such temporary or permanent tie-up of equipment.
 - a) Employees retained by the COMPANY after the above watches have been completed shall be employed on a 40 hours per week work schedule, and shall be given 24 hours advance notice of lay-off.
 - b) The COMPANY and the UNION realize that the Christmas holiday presents unique problems for work scheduling. Every effort will be made by the COMPANY to post sufficient notice of the Christmas holiday schedule to allow adequate time for travel and work schedules to be arranged.
 - c) Because of the nature of the work in the stewards department, a day's work shall consist of eight 8 hours within a spread of twelve 12 hours.

HOLIDAYS — SECTION 3

Holidays under this AGREEMENT are as follows:

New Year's Day

Labor Day

Veterans Day

Memorial Day Independence Day Thanksgiving Day Good Friday Martin Luther King, Jr. Day

Christmas Day

MEDICAL — SECTION 4

The COMPANY shall contribute to Local 25, Marine Division, International Union of Operating Engineers Medical Plan, established by an Agreement and Declaration of Trust entered into as of the 1st day of October 1959, the sum of \$6.87 per hour effective October 1, 2015; \$7.25 per hour effective October 1, 2016; \$7.63 per hour effective October 1, 2017 for each hour worked by its employees covered by this AGREEMENT. The COMPANY shall be bound by all of the provisions of said AGREEMENT and Declaration of Trust as the same now exists or may be hereafter amended by the parties thereto.

PENSION — SECTION 5

The COMPANY, as of October 1, 2015, shall contribute to the International Union of Operating Engineers Central Pension Fund, the sum of \$2.25 per hour; \$2.25 per hour effective October 1, 2016; \$2.35 per hour effective October 1, 2017 for each hour worked by its employees covered by the AGREEMENT.

The COMPANY and the UNION agree that contributions to the International Union of Operating Engineers Central Pension Fund shall be based upon the terms of the merger Agreement between the International Union of Operating Engineers Central Pension Plan and the International Union of Operating Engineers, Local 25 Pension Fund, and the terms of the governing instruments of the International Union of Operating Engineers Central Pension Fund.

VACATION — **SECTION** 6

The COMPANY, as of October 1, 2009, shall contribute to Local 25, Marine Division, International Union of Operating Engineers Vacation Plan, established by an Agreement and Declaration of Trust entered into as of the 1st day of October 1962, 8% of the straight time rate multiplied by the total hours worked. The COMPANY shall be bound by all of the provisions of said Agreement and Declaration of Trust as the same now exists or may be hereafter amended by the parties thereto.

<u>ANNUITY — SECTION 7</u>

1. The COMPANY, as of October 1, 2006, shall contribute to Local 25, Marine Division, International UNION of Operating Engineers Annuity Plan, established by an Agreement and Declaration of Trust as amended and restated as of the 1st day of October, 2000 and as thereafter amended, the following sums for each hour worked by its employees covered by this collective bargaining AGREEMENT. The COMPANY shall be bound by and shall comply with all of the applicable provisions of said Plan and Agreement and

Declaration of Trust as the same now exists or may be hereafter amended by the Trustees of the Plan. The design and the features of the Annuity Plan shall be determined and adopted by the Trustees of the Annuity Plan.

- a) For Classifications A, B1 and B2: the sum of \$1.25 per hour for each straight time hour of employment and the sum of \$1.88 per hour for each time and one half hour of employment.
- b) For Classifications Cl and C2: the sum of \$.95 per hour for each straight time hour of employment and the sum of \$1.43 per hour for each time and one half hour of employment.
- c) For Classification D: the sum of \$.65 per hour for each straight time hour of employment and the sum of \$.98 per hour for each time and one half hour of employment.
- 2. Effective January 1, 2007, every employee shall have the right to elect to defer a portion of his gross earnings to the 401(k) component of the Annuity Plan, up to the maximum permitted by the Internal Revenue Code, in accordance with the rules of the Plan as adopted by the Trustees. No matching contributions will be provided by the COMPANY.

Effective January 1, 2007, the COMPANY will make or cause to be made payroll deductions from the COMPANY's participating employees' salary deferral elections subject to compliance with ERISA and the relevant provisions of the Internal Revenue Code. The COMPANY will transmit all amounts that have been withheld pursuant to the employees' salary deferral elections to the Annuity Plan or such other entity designated by the Trustees of the Annuity Plan to receive said deferred wages in such time, form and manner as determined by the Trustees of the Annuity Plan. The salary deferral amounts shall be remitted to the Annuity Plan, electronically, unless it is not reasonably possible for the COMPANY to do so, as soon following the COMPANY's pay date as they are reasonably segregable from the COMPANY's general assets, but in no event later that the 10th business day following the applicable pay date.

LEAD DREDGEMAN — SECTION 8

Because of the nature and mobility of the COMPANY's dredges and auxiliary equipment, a Lead Dredgeman will be included in the bargaining unit. A Lead Dredgeman will be employed whenever the COMPANY employs workers in other classifications covered by this collective bargaining AGREEMENT within the territorial zone of this addendum. The UNION will designate the Lead Dredgeman, subject to the approval of the COMPANY. The duties of the Lead Dredgeman will be determined by the COMPANY. These duties may include assisting the COMPANY in procuring crews, requiring responsible performance of duties by various crew members under the direction of the COMPANY's representative, assisting designated Shop Stewards whenever necessary in processing jobsite grievances and to generally act to promote the welfare of the parties to this AGREEMENT. Because of the nature of their duties, the Lead Dredgeman will be required to work eight 8 hours during a calendar day whenever the COMPANY employs workers in other classifications covered by this AGREEMENT or as

directed by the COMPANY. The COMPANY will reimburse the Lead Dredgeman for telephone and/or travel expense authorized by the COMPANY on its behalf in connection with his duties. The COMPANY will designate a representative as immediate supervisor of the Lead Dredgeman to oversee and direct the daily activities of the Lead Dredgeman. The Lead Dredgeman shall be permitted to attend all officially called regular meetings of the UNION and all special meetings as may be called from time to time without loss of pay or subsistence.

PRIVATELY INSURED NON-OCCUPATIONAL BENEFITS — SECTION 9

Excluding only the States of New Jersey and Rhode Island where contributions are made to state funds established by law, the COMPANY agrees to provide in other states within the territorial limits of this AGREEMENT privately insured non-occupational sickness and accident benefits identical with the benefits provided under the New York State law.

SUBCONTRACTING — SECTION 10

The COMPANY, to the extent that it is engaged in onsite construction work, agrees that it will not sublet any work coming under the jurisdiction of International UNION of Operating Engineers, Local 25, Marine Division to any contractor who is not a signatory to an AGREEMENT with the aforesaid Local UNION, except where subcontractors satisfactory to the COMPANY cannot be furnished. The UNION and the COMPANY agree to discuss the matter so that the COMPANY may sublet to a contractor who can fulfill the requirements.

Within fifteen (15) days of United States Army Corp. of Engineers ("USACE") Notice to Proceed, the COMPANY will notify the UNION of potential to sub-contract for crew boats, survey boats, and tender tugs.

LEGALITY — SECTION 11

In the event there is a conflict between this addendum and the Master AGREEMENT, the parties agree that this addendum shall take precedence.

NORTHERN WAGES

A Lead Dredgeman Operator Leverman Licensed Tug Operator Front-end Loader B1 Derrick Operator Electrician Chief Welder Chief Mate Fill Placer To 09/30/16 (2%) (2.5%) (2.5%) (2.5%) 36.34 37.25 38.18 To conform to the prevailing union wages in the locality in which the work is being performed 31.43 32.21 33.02
A Lead Dredgeman Operator Leverman Licensed Tug Operator over 1000 HP A Dozer Operator Front-end Loader B1 Derrick Operator Spider/Spill Barge Operator Electrician Chief Welder Chief Mate Fill Placer Cheef Mate Fill Placer Cheef Mate Fill Placer Cheef Mate Fill Placer 36.34 37.25 38.18 To conform to the prevailing union wages in the locality in which the work is being performed 31.43 32.21 33.02
A Lead Dredgeman Operator Leverman Licensed Tug Operator over 1000 HP A Dozer Operator Front-end Loader B1 Derrick Operator Engineer Electrician Chief Welder Chief Mate Fill Placer Spider/Spill Barge Operator Chief Mate Fill Placer 36.34 37.25 38.18 37.25 38.18 To conform to the prevailing union wages in the locality in which the work is being performed 31.43 32.21 33.02
Operator Leverman Licensed Tug Operator over 1000 HP A Dozer Operator Front-end Loader B1 Derrick Operator Spider/Spill Barge Operator Engineer Electrician Chief Welder Chief Mate Fill Placer Operator over 1000 HP To conform to the prevailing union wages in the locality in which the work is being performed 31.43 32.21 33.02
Leverman Licensed Tug Operator over 1000 HP A Dozer Operator Front-end Loader B1 Derrick Operator Spider/Spill Barge Operator Engineer Electrician Chief Welder Chief Mate Fill Placer To conform to the prevailing union wages in the locality in which the work is being performed 31.43 32.21 33.02
Licensed Tug Operator over 1000 HP A Dozer Operator Front-end Loader B1 Derrick Operator Spider/Spill Barge Operator Engineer Electrician Chief Welder Chief Mate Fill Placer To conform to the prevailing union wages in the locality in which the work is being performed 31.43 32.21 33.02
A Dozer Operator Front-end Loader B1 Derrick Operator Spider/Spill Barge Operator Electrician Chief Welder Chief Mate Fill Placer To conform to the prevailing union wages in the locality in which the work is being performed 31.43 32.21 33.02
Front-end Loader wages in the locality in which the work is being performed B1 Derrick Operator 31.43 32.21 33.02 Spider/Spill Barge Operator Engineer Electrician Chief Welder Chief Mate Fill Placer
B1 Derrick Operator Spider/Spill Barge Operator Engineer Electrician Chief Welder Chief Mate Fill Placer
B1 Derrick Operator Spider/Spill Barge Operator Engineer Electrician Chief Welder Chief Mate Fill Placer
Spider/Spill Barge Operator Engineer Electrician Chief Welder Chief Mate Fill Placer
Engineer Electrician Chief Welder Chief Mate Fill Placer
Electrician Chief Welder Chief Mate Fill Placer
Chief Welder Chief Mate Fill Placer
Chief Mate Fill Placer
Fill Placer
Operator II
Maintenance Engineer
Licensed Boat Operator
B2 Certified Welder 29.59 30.33 31.09
C1 Mate 28.78 29.50 30.24
Drag Barge Operator Steward
Assistant Fill Placer
Welder
C2 Boat Operator 27.85 28.54 29.26
D Shoreman 23.13 23.71 24.30
Deckhand
Rodman
Scowman
Cook
Messman
Porter / Janitor
Oiler

INCENTIVE PAY

The following Incentive Pay Schedule is an attempt to encourage members to seek further skill enhancements and/or to ascertain or upgrade licenses, certifications and certified endorsements.

CLASSIFICATION	LICENSE /	ADD TO HOURLY RATE
	CERTIFICATION	
Operator	NCCCO	\$1.80
Licensed Tug Op. over 1000	USCG licensed Master of	\$1.80
HP (assigned as Master)	Towing Vessels (MOTV)	
Licensed Boat Operator	USCG licensed boat operator	\$1.30
(assigned as lead boat captain)		
Engineer	QMED and Tankerman	\$1.80
	endorsement or licensed	
	engineer (USCG)	
Oiler	QMED and Tankerman	\$1.80
	endorsement (USCG)	
All classifications	Tankerman endorsement only	\$1.55
	(USCG)	
Deckhand or Mate	AB w/ Lifeboatman	\$1.80
	endorsement (USCG)	
All classifications	Lifeboatman endorsement	\$1.55
	only (USCG)	
Welder	ABS, ASME, AWS (all three	\$1.00
	certifications)	

The wage rates established herein are not intended to serve as the prevailing wages for operating engineers performing work on construction projects not covered by this AGREEMENT. More specifically, the wage rates of the operators on land-based cranes and backhoes, dozers, and front-end loader/timberforks, to the extent the equipment is being used for work on any such project, shall conform to the prevailing local union operator rates in the area that the work is being performed. The wage rates of the operators on barge mounted cranes and backhoes shall be based on the wages set forth herein only to the extent the operators are performing work that is within the traditional trade jurisdiction of Local 25. Nothing in this provision shall be deemed to limit or modify Local 25's jurisdiction or right to be on any appropriate equipment or project or affect historical dredging classifications. This provision shall only apply in the states of New York, New Jersey, Pennsylvania, New Hampshire, Vermont, Massachusetts, Rhode Island, Delaware, Connecticut and Maine.

If a new position/classification is created during the term of this agreement, the wage and incentive rate will be mutually developed by the UNION and the COMPANY.

1. Each tug over 1000 HP shall have at least one licensed Master assigned to the vessel. The Master shall be paid a minimum of \$1.80 more per hour than the relevant Licensed Tug Operator rate.

- 2. Regardless of which boat they are assigned to, the COMPANY shall employ at least one Licensed Lead Boat Captain for every working crew boat and tender tug boat. The Licensed Lead Boat Captain shall be paid a minimum of \$1.30 more per hour than the relevant Licensed Boat Operator rate.
- 3. In order to receive the wage rate or incentive pay for a licensed or MMC rated classification, the individual must be in full regulatory compliance to work under his license or rating.
- 4. Any licensed or certified worker hired by the COMPANY with the above mentioned credentials must be compensated in accordance with the above incentive rate schedule.

SIGNATORY PAGE OF STANDARD NORTHERN ADDENDUM

Effective dates: October 1, 2015 through September 30, 2018

In Witness hereof, the parties hereto have caused these presents to be signed and duly executed.

FOR THE COMPANY:	

COMPANY NAME: Great Lakes Dredge & Dock Co	LLC
BY:	_
BY:	
DATE: 12/09/2015	MARYBETH MCCARTHY OFFICIAL SEAL Notary Public, State of Illinois
DATE: 12/09/2015	April 02, 2018
FOR THE UNION:	Du Page County
INTERNATIONAL UNION OF OPERATING ENGINEED DIVISION	RS, LOCAL 25, MARINE
BY: Marlero	_
BY:	_
ATTEST: Tativis a doof 12/1/15	PATRICIA A COLSON
DATE: 12/1/15	NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES 2-2-2019
	Courts of Monmouth

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 25 MARINE DIVISION

AFL — CIO

STANDARD SOUTHERN ADDENDUM

23 (1983) | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883 | 1883



Effective:

October 1, 2015 through September 30, 2018

SOUTHERN ADDENDUM TABLE OF CONTENTS

SECTION	TITLE	PAGE
1	TERRITORIAL ZONE	3
2	WORK WEEK AND OVERTIME	3
3	HOLIDAYS	3
4	MEDICAL	3
5	PENSION	4
6	VACATION	4
7	ANNUITY	4
8	MANDATED WAGE REVERTER	5
9	LEGALITY	5
	SOUTHERN SCHEDULE "A" WAGES	6
	INCENTIVE PAY	7
	SIGNATORY PAGE	8

TERRITORIAL ZONE — SECTION 1

Whenever work covered by Section 1 of the Standard Master AGREEMENT is carried out within the territorial zone of the Atlantic coast south of the southerly border of the State of Maryland and on the Gulf coast east of the westerly limit of the Jacksonville, Florida, Corps of Engineers' District and tributary waters in this zone, this Southern Addendum will be in full effect as a supplement to the Standard Master AGREEMENT.

WORK WEEK AND OVERTIME — SECTION 2

- 1. 8 hours shall constitute a regular day's work and 48 hours shall constitute a regular week's work when plant is operating. Overtime shall be compensated for at 1 3/2 times the regular rate of pay of an employee and overtime shall be paid for all work in excess of 40 hours in any workweek. In the Steward's Department, a day's work shall consist of 8 hours within a spread of 12 hours.
- 2. When an employee reports for duty as directed, he shall be offered at least 8 hours work or paid for 8 hours, plus subsistence, less late time.
- 3. If an employee living aboard a dredge is required to return to work after completion of his watch, he shall be offered his choice of the following scenarios:
 - a) If an employee works less than 2 hours he shall receive 2 additional hours of pay.
 - b) If an employee works more than 2 hours, he shall be paid for all hours worked.
- 4. It is recognized by the COMPANY and the UNION that, as a vehicle to allow more time off, a modified work schedule may be put into effect by mutual agreement, subject to any such modified work schedule being ratified and approved by the crew.
- 5. Under normal dredging conditions, the COMPANY shall make available to each employee who is on the job on Monday, 48 hours per week, running from Monday through Sunday inclusive provided the dredge or equipment is operating. In the event that the dredge is shut down and the employee is not laid off, the COMPANY shall make available to each employee 48 hours work per week. In the event the dredge is shut down and the employee is laid off, wages will be paid up through the day his employment is terminated. This section does not apply in the event of a modified work schedule has been put into effect pursuant to paragraph 4 above.

HOLIDAYS — **SECTION 3**

Holidays under this AGREEMENT are as follows:

New Year's Day

Labor Day

Veteran's Day (Effective 10/1/17)

Memorial Day Good Friday Thanksgiving Day Christmas Day Independence Day

MEDICAL — **SECTION 4**

The COMPANY shall contribute to Local 25, Marine Division, International Union of Operating Engineers Medical Plan, established by an Agreement and Declaration of Trust entered into as of the 1st day of October 1959, the sum of \$6.87 per hour effective October 1, 2015; \$7.25 per hour effective October 1, 2016; \$7.63 per hour effective October 1, 2017 for each hour worked by its employees covered by this AGREEMENT. The COMPANY shall be bound by all of the provisions of said AGREEMENT and Declaration of Trust as the same now exists or may be hereafter amended by the parties thereto.

PENSION — SECTION 5

The COMPANY, as of October 1, 2015, shall contribute to the International Union of Operating Engineers Central Pension Fund, the sum of \$2.00 per hour; \$2.00 per hour effective October 1, 2016; \$2.15 per hour effective October 1, 2017 for each hour worked by its employees covered by this AGREEMENT.

The COMPANY and the UNION agree that contributions to the International Union of Operating Engineers Central Pension Fund shall be based upon the terms of the merger agreement between the International Union of Operating Engineers Central Pension Fund and the International Union of Operating Engineers, Local 25 Pension Fund, and the terms of the governing instruments of the International Union of Operating Engineers Central Pension Fund.

VACATION — **SECTION** 6

The COMPANY, as of October 1, 2009, shall contribute to the Local 25, Marine Division, International Union of Operating Engineers' Vacation Plan, established by an Agreement and Declaration of Trust entered into as of the 1st day of October 1962, 8% of the straight time rate multiplied by the total hours worked. The COMPANY shall be bound by all of the provisions of said Agreement and Declaration of Trust as the same now exists or may be hereafter amended by the parties thereto.

ANNUITY — SECTION 7

- 1. The COMPANY, as of October 1, 2006, shall contribute to Local 25, Marine Division, International UNION of Operating Engineers Annuity Plan, established by an Agreement and Declaration of Trust as amended and restated as of the 1st day of October, 2000 and as thereafter amended, the following sums for each hour worked by its employees covered by this collective bargaining AGREEMENT. The COMPANY shall be bound by and shall comply with all of the applicable provisions of said Plan and Agreement and Declaration of Trust as the same now exists or may be hereafter amended by the Trustees of the Plan. The design and the features of the Annuity Plan shall be determined and adopted by the Trustees of the Annuity Plan.
 - a) For Classifications A, B1 and B2: the sum of \$0.40 per hour for each straight time hour of employment and the sum of \$0.60 per hour for each time and one half hour of employment.

- b) For Classifications Cl and C2: the sum of \$0.30 per hour for each straight time hour of employment and the sum of \$0.45 per hour for each time and one half hour of employment.
- c) For Classification D: the sum of \$0.20 per hour for each straight time hour of employment and the sum of \$0.30 per hour for each time and one half hour of employment.
- 2. Effective January 1, 2007, every employee shall have the right to elect to defer a portion of his gross earnings to the 401(k) component of the Annuity Plan, up to the maximum permitted by the Internal Revenue Code, in accordance with the rules of the Plan as adopted by the Trustees. No matching contributions will be provided by the COMPANY.

Effective January 1, 2007, the COMPANY will make or cause to be made payroll deductions from the COMPANY's participating employees' salary deferral elections subject to compliance with ERISA and the relevant provisions of the Internal Revenue Code. The COMPANY will transmit all amounts that have been withheld pursuant to the employees' salary deferral elections to the Annuity Plan or such other entity designated by the Trustees of the Annuity Plan to receive said deferred wages in such time, form and manner as determined by the Trustees of the Annuity Plan. The salary deferral amounts shall be remitted to the Annuity Plan, electronically, unless it is not reasonably possible for the COMPANY to do so, as soon following the COMPANY's pay date as they are reasonably segregable from the COMPANY's general assets, but in no event later that the 10th business day following the applicable pay date.

MANDATED WAGE REVERTER — SECTION 8

- 1. In the event that the employer bids on projects subject to Davis-Bacon or other minimum wage rate determinations, the wage rates so posted shall apply for the duration of the project in lieu of the wage rates in this AGREEMENT. In no case shall the employee receive less than 85% of the wage rates set forth in this AGREEMENT. Benefits as set forth in this AGREEMENT will remain unchanged.
- It is recognized by the parties that, in areas covered by the Standard Southern Addendum, the construction market has encountered strong competition. In those areas where there are no wage rate determinations, it is in the interest of the employer and the UNION to cooperate so that the collective bargaining employer may compete more effectively. It is agreed that under such conditions, the employer and the UNION will meet to negotiate wage rates that will be applicable on a job-by-job basis.

LEGALITY — SECTION 9

In the event there is a conflict between this addendum and the Master AGREEMENT, the parties agree that this addendum shall take precedence.

SOUTHERN WAGES

CLASS	CLASSIFICATION	10/01/15 To 09/30/16 (2%)	10/01/16 To 09/30/17 (2.5%)	10/01/17 To 09/30/18 (2.5%)
A	Leverman	36.34	37.25	38.18
	Operator			
	Drill Foreman			
	Licensed Tug Operator over 1000 HP		22.24	22.02
B1	Derrick Operator	31.43	32.21	33.02
	Spider/Spill Barge Operator			
	Timber Fork Operator			
	Dozer Operator			
	Engineer			
	Blaster/Driller			
	Fill Placer			
	Electrician			
D2	Licensed Boat Operator	20.50	20.22	21.00
B2	Certified Welder	29.59	30.33	31.09
C1	Mate	28.78	29.50	30.24
	Drag Barge Operator			
	Welder			
	Assistant Fill Placer			
C2	Steward	27.95	20.54	20.26
C2	Boat Operator	27.85	28.54	29.26
D	Shoreman	23.13	23.71	24.30
	Deckhand			
	Rodman			
	Scowman			
	Cook			
	Messman Waldar's Halpar			
	Welder's Helper Oiler			
	Oner Drill Helper			
	Janitor			
	Drill Oiler			
	Dilli Olici			

INCENTIVE PAY

The following Incentive Pay Schedule is an attempt to encourage members to seek further skill enhancements and/or to ascertain or upgrade licenses, certifications and certified endorsements.

CLASSIFICATION	LICENSE /	ADD TO HOURLY RATE
	CERTIFICATION	
Operator	NCCCO	\$1.80
Licensed Tug Op. over 1000	USCG licensed Master of	\$1.80
HP (assigned as Master)	Towing Vessels (MOTV)	
Licensed Boat Operator	USCG licensed boat operator	\$1.30
(assigned as lead boat captain)		
Engineer	QMED and Tankerman	\$1.80
	endorsement or licensed	
	engineer (USCG)	
Oiler	QMED and Tankerman	\$1.80
	endorsement (USCG)	
All classifications	Tankerman endorsement only	\$1.55
_	(USCG)	
Deckhand or Mate	AB w/ Lifeboatman	\$1.80
	endorsement (USCG)	
All classifications	Lifeboatman endorsement	\$1.55
	only (USCG)	
Welder	ABS, ASME, AWS (all three	\$1.00
	certifications)	

If a new position/classification is created during the term of this agreement, the wage and incentive rate will be mutually developed by the UNION and the COMPANY.

- 1. Each tug over 1000 HP shall have at least one licensed Master assigned to the vessel. The Master shall be paid a minimum of \$1.80 more per hour than the relevant Licensed Tug Operator rate.
- 2. Regardless of which boat they are assigned to, the COMPANY shall employ at least one Licensed Lead Boat Captain for every working crew boat and tender tug boat. The Licensed Lead Boat Captain shall be paid a minimum of \$1.30 more per hour than the relevant Licensed Boat Operator rate.
- 3. In order to receive the wage rate or incentive pay for a licensed or MMC rated classification, the individual must be in full regulatory compliance to work under his license or rating.
- 4. Any licensed or certified worker hired by the COMPANY with the above mentioned credentials must be compensated in accordance with the above incentive rate schedule.

SIGNATORY PAGE OF STANDARD SOUTHERN ADDENDUM

Effective dates: October 1, 2015 through September 30, 2018

FOR THE COMPANY:

BY:_

ATTEST:

DATE:

In Witness hereof, the parties hereto have caused these presents to be signed and duly executed.

COMPANY NAME: Great Lakes Dredge + Dock Co., BY:	LLC	2		
BY: ATTEST: Maryheth McConthy		No.	OFFIC ptary Publi My Comm	IH MCCARTHY CIAL SEAL ic, State of Illinol hission Expires 02, 2018
FOR THE UNION:	=	DP	age C	ounty
INTERNATIONAL UNION OF OPERATING ENGINEER DIVISION BY:	S, I	LOCAL	25,	MARINE

NOTARY PUBLIC OF NEW JERSEY

MY COMMISSION EXPIRES 2-2-2019

THINK BARK TO LIVE AND THE STATE OF T

FATRICA Y DOLLON NOTARI EGISE OF MAS ASSET MA COMMISSION CARRISTEDIO