DRILLBOAT AGREEMENT

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 25, MARINE DIVISION

AFL — CIO

AND

GREAT LAKES DREDGE AND DOCK COMPANY

EFFECTIVE:

January 1, 2016

To

December 31, 2018

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DRILLBOAT AGREEMENT

AGREEMENT

Made this 1st day of January, 2016 between **Great Lakes Dredge and Dock Company** 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, the Atlantic Ocean, Gulf of Mexico and their tributaries.

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:

SECTION 1: BARGAINING UNIT / TERRITORIAL ZONE

This AGREEMENT applies to all classifications of men employed on drillboats owned, controlled or operated by the COMPANY in connection with their business on the Great Lakes, their connecting and tributary waters, including the Illinois Waterway to the lock at Lockport, Illinois, and in the New York State Barge Canal System between Tonawanda, New York, and Waterford, New York and Oswego, New York, and on the St. Lawrence River eastward to the International Boundary with Canada near St. Regis, New York, and on the Atlantic Coast in the Zone from the International Boundary with Canada to the southerly border of the State of Maryland, including all tributary waters emptying into the Atlantic Ocean in this coastal zone. The COMPANY recognizes the UNION as the sole collective bargaining representative with reference to wages, hours of work and all other terms and conditions of employment in these classifications of employees and the UNION and the COMPANY agree that for work outside the geographical limits covered by this AGREEMENT negotiations will be conducted for a suitable agreement.

SECTION 2: JOB SECURITY AND LOCKOUTS

1. The COMPANY agrees that during the term of the AGREEMENT and during any period of arbitration as provided for in Section 31 Arbitration Clause hereof, there shall be no lockouts of the employees; provided, however, that 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 life of this AGREEMENT:

   (a) There shall be no picketing;

   (b) That 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 31 Arbitration Clause hereof, there shall be no picketing, strikes or slow-downs 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 an 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 his 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 performs 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 of non-members of the UNION.

(a) 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.

(b) There shall be no restriction of the use of any dredge, machinery, tools or appliances.

SECTION 3: HIRING PROCEDURE

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, 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" this AGREEMENT within the territorial zone specified in Section 1 of the 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 seventy-two (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 seventy-two (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 his classification, subject to current physical examination including pre-employment drug-use 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 Fund or its successor Plans. The order of referral within this class of work persons, known as Experienced Class, shall be in priorities 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 Fund or its successors. The order of referral within this class of workers, known as Apprentice Class, shall be in priorities 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 he

has 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 five (5) working days, shall be referred to arbitration as hereinafter set forth in Section 31 of this AGREEMENT. All complaints, in order to be subject to such arbitration, must be filed with either the COMPANY or the UNION within ten (10) 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 I-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.

SECTION 4: UNION SHOP

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 thirty-one (31) days after the execution of this AGREEMENT, or within thirty-one (31) days after being hired, whichever is later, and shall remain members of the UNION while employed by the COMPANY 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 the AGREEMENT or the 30th day following the date of his employment, whichever is later, he 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 of this AGREEMENT 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 or applicants for employment have access.

SECTION 5: CHECK-OFF

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. Five cents ($.05) per each hour worked shall be allocated from the above check-off amounts

for contributions to the Joint Union/Employers Training Fund. This payment shall be made monthly by the UNION to the Joint Union/Employers Training Fund for all hours contributed by the signatory contractors to the AGREEMENT.

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 dues within 10 days of being due, the UNION shall assess an interest rate of 1% per month.
4. Effective January 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:

LOCAL #25, MARINE DIVISION, I.U.O.E. MASTER AGREEMENT

SUPPLEMENTAL WORKING DUES CHECK-OFF AUTHORIZATION CARD

To _____ _____

(NAME OF COMPANY) (DATE)

I hereby irrevocably authorize _____,

my employer, during the life of the present labor agreement, and from year to year thereafter, subject each year to written revocation by me, sent by certified mail, return receipt requested, to the UNION and the Employer, during the last two weeks of the month preceding the anniversary date of the Agreement, to deduct my initiation fee, change of classification fee, and monthly dues as specified by the I.U.O.E. Local 25, including supplemental Union working dues effective January 1, 2013 , two percent (2 %) of total package and any other fees as specified by the I.U.O.E. Local 25 under the terms of the collective bargaining agreement. My initiation fee of $ _____ shall be paid at the rate of $ _____ per week for _____ weeks until my initiation fee is paid in full. I further authorize my employer to deduct $_____per week for _____ weeks until my current delinquency in the amount of $ _____ is paid in full.

_____ _____

(SOCIAL SECURITY NUMBER) (EMPLOYEE PRINT)

_____ _____

(CLASSIFICATION) (EMPLOYEE SIGN)

SECTION 5A: IUOE LOCAL 25 VOLUNTARY POLITICAL EDUCATION COMMITTEE

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-DIGITS 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.

SECTION 6: SCOPE

If any drillboat on the effective date of this AGREEMENT, not within the territorial limits covered by this AGREEMENT, is brought within such territorial limits, the terms and conditions of this AGREEMENT will become applicable thereto.

SECTION 7: AUTHORIZED DEDUCTIONS INTO PLANS

If any drillboat within the territorial jurisdiction encompassed by this AGREEMENT is deployed to an area not covered by this AGREEMENT, the COMPANY agrees to notify the UNION by phone call. 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 Plan, 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 drillboat 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.

SECTION 8: ABILITY AND QUALIFICATIONS OF EMPLOYMENT

The COMPANY shall be the judge as to 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 has been discharged in the event of 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 31.

SECTION 9: TRAINING

The Company, shall contribute to the Local 25 Joint Union/Employers Training Fund, established by an Agreement and Trust, $.05 (Five Cents) per hour for all hours worked by its employees covered by this collective bargaining AGREEMENT and an additional $.05 (Five Cents) per hour shall be allocated 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.

Beginning January 1, 2018, 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.

SECTION 10: COMPANY OFFICIALS

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

SECTION 11: SCHEDULED WORK WEEK

The regular scheduled workweek for all employees covered by this AGREEMENT shall commence midnight on Sunday. Eight (8) hours shall constitute a day's work and all work done in excess of eight (8) hours in any one day, or forty (40) hours in any work week shall be overtime and compensated for at one and one-half times the regular rate of pay except that for work done on Sunday the compensation shall be at two times the regular rate of pay and except that compensation for work done on a holiday provided for in this AGREEMENT shall be as provided in Section 13 hereof.

SECTION 12: FORTY-EIGHT HOUR WORK WEEK

Under normal drilling operations, the COMPANY shall make available to each employee who is on the job on Monday, forty-eight (48) hours work per week, running from Monday through Sunday inclusive, provided the drillboat is operating. Saturday work shall be paid at one and one-half (1 ½) times the regular rate for all hours worked. In the event the drillboat is shut down, and the employee is laid off, wages will be paid up through the day his employment is terminated.

(a) The COMPANY shall give employees twenty-four (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 two (2) watches of employment.

(b) An employee shall give his foreman three (3) days notice before quitting his job.

(c) Employees retained by the COMPANY to work after the above watches have been completed shall be employed on a forty (40) hour per week work schedule and shall be given twenty-four (24) hours advance notice of lay-off.

(d) Forty-eight (48) hours advance notice shall be posted on the bulletin board regarding the work schedules for holidays.

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.

SECTION 13: HOLIDAYS

Holidays under this AGREEMENT are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

1. The days celebrated as such shall be as designated by the Federal Government.

2. Forty-eight (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 thirty (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 two (2) weeks after being laid off and holiday occurs within that two (2) week period, they shall be paid for such holiday. If an employee is not required to work on a holiday as set forth in this Section, he shall be compensated at time and one half for all hours worked over 32 hours.

8. Holiday pay shall not be considered part of the guaranteed 48-hour workweek.

SECTION 14: PAYMENT OF WAGES

All wages under this AGREEMENT shall be due and payable on the job every week. Wages for the previous weekly pay period will be paid not later than four (4) days after the end of that period. In the event an employee's check is not available within this four (4) day period, said employee shall receive compensation at the rate of eight (8) hours straight time for each day, or fraction therof, that he is required to wait for paycheck 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. However, both parties recognize that on rare occasions, compliance with this four (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.

1. 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.

    b) Within 24 hours of termination, the COMPANY shall overnight employee's check to the address of employee's choosing.

Said employee shall receive compensation at the rate of eight (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.

SECTION 15: TRANSPORTATION

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, drillboats 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 eighteen (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.

SECTION 16: PRE-JOB CONFERENCE

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.

SECTION 17: SUBSISTENCE

1. The COMPANY agrees that during the term of this AGREEMENT it will continue to 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 $50.00 per day effective January 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 January 1, 2017. 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 $60.00 per day effective January 1, 2018. 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. 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.

SECTION 18: MANNING

Employees covered by this AGREEMENT shall be watchmen on Sundays and legal holidays to watch the drillboats and plants connected therewith. No less than two (2) men per shift, not necessarily watchmen, will be employed on the drillboat on Sundays and legal holidays, when such drillboat is on a contract operation on a job in tidewater.

The COMPANY shall have the right to include in the crew, for any shift, as many blasters as it considers necessary to most efficiently expedite the operation of the drills.

Employees covered by this AGREEMENT shall be given preference of work on drillboats undergoing repairs other than hull repairs.

When the COMPANY operates its own seismograph, if the COMPANY employs a special attendant, he shall come under the terms and conditions of this AGREEMENT at a wage to be agreed. This shall not be construed to prevent the subcontracting of seismograph work as the COMPANY may see fit.

Regardless of which boat a Captain is assigned to, the COMPANY shall employ at least one Licensed Lead Boat Captain for every working crew boat and tender tugboat.

All workers will be referred to the COMPANY by the UNION in accordance with Section 3 of the AGREEMENT.

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.

SECTION 19: FLEXIBILITY AND WORK ASSIGNMENT

No employee shall be regularly employed in a classification other than the classification in which he was hired without prior notice to a UNION official or job steward. The parties endorse the concept of work flexibility in order to help every employee achieve his/her maximum capability and to help the COMPANY perform its operations in the most efficient manner. Employees may be temporarily assigned to any job duties, which the COMPANY believes they are qualified to perform. If such assignment requires an employee to assume the duties of a lower paid classification, the employee will be paid not less than his regular rate for such work. However, an employee may be assigned temporarily for a period not to exceed three (3) watches (72 hours). If such an assignment requires an employee to assume the duties of a higher paid classification for more than two (2) hours on the shift, the employee will be paid at the higher rate for all hours worked in that position.

SECTION 20: MEDICAL EXAMINATIONS

All prospective employees required to take a physical and drug and alcohol screening will be compensated at a flat rate of $120.00 per-day and the COMPANY will bear all costs for such procedures. In an event the prospective employee fails the drug and alcohol screening, the allowance shall not be paid.

Such compensation shall be paid no later than the second pay period following the physical examination and drug and alcohol screening.

SECTION 21: WATCH ROTATION

If more than one (1) watch (shift) 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.

SECTION 22: CALL OUT PAY

An employee, when called out or reports for duty on any day, shall be credited with not less than eight (8) hours working time, plus subsistence, less late time.

SECTION 23: EMPLOYEE QUARTERS

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, linen and soap (bathing and laundry) will be issued not less, than twice a week. The COMPANY agrees to keep the employee's quarters clean and in a sanitary condition. It is understood that the employees will cooperate in keeping their quarters, messrooms, washrooms and toilets in a clean and in a sanitary condition.

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

SECTION 24: GEAR FOR EMPLOYEES

1. The COMPANY agrees to furnish the employees, with hardhats, PFD's, eye protection, gloves and, for those working outside in inclement weather, rainsuits, all of which must be returned to the COMPANY, in the same good order and condition as issued, normal wear and tear excepted. If an employee fails to return any or all of said equipment issued to him, he will be charged for the same and the amount will be deducted from wages due.
2. The COMPANY Agrees to furnish and replace welding hoods, gloves, 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 will be required to furnish any tools.

SECTION 25: LANDING AREA

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 area, the COMPANY's liability shall be limited to $700 or the deductible, whichever is less.

SECTION 26: LOSS OF PERSONAL EFFECTS

If the personal effects of any employees 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 One Thousand Dollars ($1,000) in full compensation of such loss, whether or not the loss is greater or less than One Thousand Dollars ($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 One Thousand Dollars ($1,000). Payment of the above amount shall be made to the employee within sixty (60) days of the date of the loss.

SECTION 27: UNION REPRESENTATIVES

1. The COMPANY agrees that it will allow accredited representatives of the UNION and of the Medical, Pension, 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 damages that may be suffered by its representatives when or about the COMPANY's plan, 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.

SECTION 28: CLASSIFICATIONS AND HOURLY RATES

It is mutually agreed that the classifications and hourly rates of pay for all drillboat work carried on by the COMPANY within the territorial zone on the Great Lakes, their connecting and tributary waters, including the Illinois Waterway to the Lock at Lockport, Illinois, and in the New York State Barge Canal System between Tonawanda, New York and Waterford, New York and Oswego', New York and on the St. Lawrence River eastward to the International Boundary with Canada near St. Regis, New York, and on the Atlantic Coast in the zone from the International Boundary with Canada to the southerly border of the State of Maryland, including all tributary waters emptying into the Atlantic Ocean in the coastal zone shall be as hereinafter set forth in Schedule A as attached.

SECTION 29: PROMOTIONS OUT OF BARGAINING UNIT

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

SECTION 30: SHOP STEWARD

1. The COMPANY will recognize one (1) working employee on each drillboat 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 jobsite grievances arising under the terms of the 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 his 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.

3. The Shop Steward shall be permitted to attend not more than five (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 not more than twelve (12) hours pay per-day for so attending.

SECTION 31: ARBITRATION CLAUSE

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 seven (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 seven (7) working days. The COMPANY shall answer the grievance in writing within ten (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).

3. 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 in-person or telephonic testimony as the "Committee" might require or allow. The "Committee" shall render its decision within thirty (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 (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.

6. Only the UNION and COMPANY shall have the authority to file under subsections (2), (3), (4), and (5).

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 issue.

SECTION 32: CREWBOAT

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

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.

SECTION 33: VACATION NOTIFICATION

Employees desiring time off for vacation shall give the COMPANY and the Shop Steward two (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.

SECTION 34: MEDICAL PLAN

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 January 1, 2016; $7.25 per hour effective January 1, 2017; $7.63 per hour effective January 1, 2018 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.

SECTION 35: PENSION FUND

The COMPANY, as of January 1, 2016, shall contribute to the International Union of Operating Engineers Central Pension Fund, the sum of $2.25 per hour; $2.25 per hour effective January 1, 2017; $2.35 per hour effective January 1, 2018 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 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.

SECTION 36: VACATION PLAN

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, eight-percent (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.

SECTION 37: ANNUITY PLAN

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 entered into 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 to 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 & B: the sum of One Dollar and twenty-five cents ($1.25) per hour for each straight time hour of employment; the sum One Dollar and eighty-eight cents

($1.88) for each time and one-half hour of employment and the sum of Two Dollars and fifty cents ($2.50) for each double time hour of employment.

(b) For Classification C: the sum of Ninety-five cents ($.95) per hour for each straight time hour of employment; the sum of One Dollar and forty-three cents ($1.43) for each time and one-half hour of employment and One dollar and ninety-cents ($1.90) for each double time hour of employment.

(c) For Classification D: the sum of Sixty-five cents ($.65) per hour for each straight time hour of employment; the sum of Ninety-eight cents ($.98) for each time and one-half hour of employment and One Dollar and thirty-cents ($1.30) for each double time hour of employment.

2. Effective January 1, 2007, every employee shall have the right to defer a portion of his gross earnings to the 401K 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' wages, in accordance with such 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.

SECTION 38: ALLOCATION OF WAGES TO PLANS

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.

SECTION 39: EMPLOYEES OF THE UNION

The COMPANY recognizes and agrees that the Local 25 Marine Division, International Union of Operating Engineers, Medical, Vacation, 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, 34, 35, 36 and 37 of this AGREEMENT.

SECTION 40: PERFORMANCE BOND

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 the 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, and 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 his 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 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 apprising 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 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 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 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.

4. It is understood that all contributors to the Medical, Vacation and Annuity Plans or successor funds shall sign the AGREEMENT. An executed copy of this AGREEMENT shall be transmitted to the Administrator of the aforesaid Plans or funds.

SECTION 41: PRIVATELY INSURED NON-OCCUPATIONAL BENEFITS

Excluding only the States of New Jersey 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.

SECTION 42: MAINTENANCE AND CURE

Employees who are entitled to 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 once weekly.

SECTION 43: CONTINUATION OF BENEFITS FOR OCCUPATIONAL INJURY AND/OR ILLNESS

The COMPANY agrees to continue contributions to the Local 25 Medical and Central Pension Funds 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.

SECTION 44: SUBCONTRACTING

The COMPANY, to the extent that it is engaged in on-site construction work, agrees that it will not sublet any work coming under the jurisdiction of Local 25, Marine Division, International Union of Operating Engineers, AFL-CIO, 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.

SECTION 45: DEATH IN FAMILY AND JURY DUTY

1. In case of death in an employee's immediate family (i.e. Spouse child, mother, father, sister, brother, employees grandfather, grandmother), the COMPANY shall grant such employee a maximum of three (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 he 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 forty 40-hour work week not to exceed two (2) weeks.

SECTION 46: LEGALITY

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.

SECTION 47: TERMINATION FOR CAUSE

If an employee us 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.

SECTION 48: TERM OF AGREEMENT

This AGREEMENT shall become effective as of January 1, 2016 and shall continue in force and effect until December 31, 2018, and from year to year thereafter unless either of the parties shall notify the other in writing, giving at least sixty (60) days notice prior to January 1st, 2019 for any year for which it may have been automatically renewed, that it desires to terminate or modify this AGREEMENT.

SECTION 49: FAVORED NATIONS

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.

SECTION 50: EQUAL OPPORTUNITY, ADA, FAMILY LEAVE

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 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 him/her 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 crewmembers.

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.

DRILL BOAT WAGE SCHEDULE "A"

CLASSIFICATIONS	01/1/2016 To 12/31/2016	01/1/2017 to 12/31/2017	1/1/2018 to 12/31/2018
A			
Day Foreman	**44.42**	**45.53**	**46.67**
B			
Night Foreman	**40.50**	**41.52**	**42.56**
Engineer	**37.78**	**38.73**	**39.69**
License Blaster	**39.80**	**40.80**	**41.82**
Unlicensed Blaster	**38.50**	**39.46**	**40.45**
Driller	**37.79**	**38.74**	**39.70**
Licensed Boat Capt. Over 1,000 hp	**36.23**	**37.14**	**38.06**
C			
Welder	**37.01**	**37.93**	**38.88**
Machinist	**37.01**	**37.93**	**38.88**
Licensed Boat Captain	**32.24**	**33.05**	**33.87**
D			
Oiler	**32.59**	**33.40**	**34.24**
Helper	**32.59**	**33.40**	**34.24**
Deckhand	**26.28**	**26.93**	**27.61**
Core Driller	**29.92**	**30.67**	**31.43**
Core Drill Helper	**27.10**	**27.78**	**28.47**

INCENTIVE WAGE COMPENSATION SCHEDULE

CLASSIFICATION	LICENSE /CERTIFICATION	ADD TO HOURLY RATE
Engineer	QMED and Tankerman endorsement or licensed engineer (USCG)	$1.80
Oiler	QMED and Tankerman endorsement (USCG)	$1.80
All classifications	Tankerman endorsement only (USCG)	$1.55
*All classifications	Valid Blasters License	$1.80
All classifications	Lifeboatman endorsement only (USCG)	$1.55
Day and Night Foreman, Helper, and Deckhand	AB w/ lifeboatman endorsement (USCG)	$1.80
Welder	ABS certification	$0.80

*All Drillboat Classifications with the exception of "Licensed Blaster, Licensed Lead Boat Captain, and Licensed Boat Captain " holding a valid "Blasters License" for the area of employment in which the project is being performed shall receive additional wage compensation of $0.80 per each hour worked.

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 DRILLBOAT AGREEMENT

Effective dates: January 1, 2016 through December 31, 2018

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

FOR THE COMPANY:

GREAT LAKES DREDGE AND DOCK COMPANY

BY: _____
STEVEN F. O'HARA, VICE PRESIDENT

BY: _____
ANDREW F. LARKIN, DREDGE MANAGER

ATTEST: _____
BRITTANY POSTHUMUS

DATE: DECEMBER 21, 2015

FOR THE UNION:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 25, MARINE DIVISION

BY: _____
Alan Pero, International Supervisor

ATTEST: _____

PATRICIA A COLSON
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 2-2-2019
County of Monmouth

DATE: January 6, 2016