

THIRD AMENDMENT TO THE TRUST AGREEMENT ESTABLISHING THE OPERATING ENGINEERS
PUBLIC AND MISCELLANEOUS EMPLOYEES HEALTH AND WELFARE TRUST FUND

Pursuant to Article IX, Section 1 of the Trust Agreement establishing the Operating Engineers Public and Miscellaneous Employees Health and Welfare Trust Fund dated September 1, 1998, by and between the Employer and Union named in said Trust Agreement, the Board of Trustees hereby adopts this Third Amendment, as follows:

1. Effective August 1, 2021, Article II, Section 8 is hereby amended and restated as follows:

Each Contribution to the Trust Fund shall be made promptly, but in no event shall be due and postmarked no later than the 15th day of the month in which it becomes payable. If full payment of the contributions due and owing from an Employer have not been paid in full by the Employer and postmarked by the 20th day of the month prior to the month for which coverage is effective, said Contributions shall be considered delinquent and shall bear interest at the rate of one and a half percent (1.5%) per month until paid. The Board of Trustees, in its discretion, may establish an earlier contribution date. Unless otherwise notified by the Board of Trustees, if any Individual Employer fails to make his or its monthly contribution in full on or before the 20th day of the month on four occasions within any twelve-month period, the Board of Trustees may provide by resolution that during the twelve-month period immediately following such resolution the 15th of the month shall be the delinquency date for that such Employer. The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Trust Fund is essential to the maintenance in effect of the Health and Welfare Plan, and that it would be extremely difficult, if not impracticable, to fix the actual expense and damage to the Trust Fund and to the Health and Welfare Plan which would result from the failure of an Employer to pay such monthly contributions in full within the time above provided. Therefore, the amount of damage to the Trust Fund and Health and Welfare Plan resulting from any failure shall be presumed to be the sum of \$20.00 per delinquency or 10% of the amount of contribution or contributions due, whichever is greater, which amount shall become due and payable to the Trust Fund as liquidated damages and not as a penalty, in the City of Alameda, State of California, upon the day immediately following the date on which the contribution or contributions become delinquent. Said delinquent contribution or contributions shall be increased by the amount of said liquidated damages and such contributions, as thus increased, shall be the payments specified in this Trust Agreement and the Health and Welfare Plan pursuant to ERISA as required to be made to the Fund. The Board of Trustees is authorized to set or amend the liquidated damages and interest provisions applicable to delinquent Contributions.

2. Except as here and expressly amended when modified, all the terms and provisions of said Trust Agreement, are reaffirmed and are continued in full force and effect.

Executed as of June 23, 2021

For the Employer:
IEDA, a California Non-Profit Organization

By: Austris Rungis
Austris Rungis

For the Union:
Operating Engineers Local Union No. 3

By: Dan Reding
Dan Reding, Business Manager