

**Memorandum of Agreement made by & between
Local 445, IBT
and
Paraco Gas Corporation**

Whereas the above-named parties are party to a Collective Bargaining Agreement which expired on **January 31, 2025** and

Whereas the parties have negotiated over a successor Agreement,

Whereas the parties wish to reduce their understanding to writing.
Now therefore, it is agreed as follows:

Length of the Agreement – The parties agree that all articles of the prior Agreement that expired on January 31, 2025 between Paraco Gas Corp. and Local 445 IBT not modified below will remain in effect for the duration of the agreed upon length of the new Agreement. The length of the new Agreement will be for four (4) years and will cover the dates **February 1, 2025 to January 31, 2029**.

Table of Contents – The Union and Company agree to make appropriate changes as necessary based on agreed upon changes noted below.

Preamble – The Union and Company agree to make appropriate changes to the effective date of the new contract. Edit the language to state:

“This agreement covering wages, hours and working conditions among employees described in Section 2 shall be effective as of February 1, 2025 (although subsequently hereto) and shall terminate January 31, 2029.”

Section 1 – Duration of Agreement – The Union and the Company agree to the length of the new Agreement.

Section 3 – Hiring of Additional Employees – The Union and the Company agree to delete references to guaranteeing no less than eight Union employees, such that beginning with the fifth paragraph, the language will read as follows:

“The Employer will not use this temporary person to displace any Union employees. The time card, days of rest and hours worked for the temporary manpower person will be made available to the Union upon request by the Shop Steward or a Union Officer.

All new service positions shall be offered to employees presently employed unless a new applicant has more work experience in propane or natural gas service and is more qualified than those presently employed.”

Section 4 – Days of Work – The Union and the Company agree to the following:

Increase the night differential for members working the 3pm – 11pm shift from \$0.75 to \$1.00 per hour. Edit the language to state:

“Any employees who have a scheduled shift start between 3pm – 11pm will receive \$1.00/hour for night shift differential.”

Increase the night differential for members working the 11pm – 5am shift from \$1.00 to \$1.25 per hour. Edit the language to state:

“Any employees who have a scheduled shift start between 11pm-5am will receive \$1.25 /hour for night shift differential.”

Add language to state:

“The night differential shall not apply if an employee is on-call.”

Section 5 – Rates of Pay – The Union and the Company agree to the following increases to all employees’ base pay rate, such that the language will be edited to state:

“The minimum hourly rate for a Delivery Driver shall be:

<i>Effective 02/01/2025</i>	<i>\$31.85</i>
<i>Effective 02/01/2026</i>	<i>\$33.05</i>
<i>Effective 02/01/2027</i>	<i>\$34.37</i>
<i>Effective 02/01/2028</i>	<i>\$36.00</i>

The minimum hourly rate for a Service Technician shall be:*

<i>Effective 02/01/2025</i>	<i>\$33.10</i>
<i>Effective 02/01/2026</i>	<i>\$34.30</i>
<i>Effective 02/01/2027</i>	<i>\$35.62</i>
<i>Effective 02/01/2028</i>	<i>\$37.25</i>

**A Service Technician Apprentice shall be hired at a pay rate of \$28.00. At the end of one year of service as an apprentice, if the apprentice has obtained the CDL and Hazmat credentials then they will no longer be considered an apprentice and shall have their pay increase to \$33.10. Thereafter, the employee will receive the pay rate according to the timetable for Service Technicians indicated above.”*



Section 6 – Minimum Call – The Union and the Company agree to pay employees on stand-by Monday through Saturday a flat rate of \$40.00/day. The language will be edited to state:

*“Employees on stand-by shall receive the following:
Monday through Saturday – flat rate of \$40.00/Day”*

The remaining language of the Section remains in effect.

Section 7 – Industry and Local 338, Pension and Welfare Trust Fund – The Union and the Company agree to the increase of employer contributions for the Welfare fund, such that the language will be edited to state:

“WELFARE:

Effective February 1, 2025, employer’s contribution will be \$10.48 per hour, per employee for a total of \$419.22 per week per employee. The employees will continue reimbursement to Paraco Gas at \$30.00 per week.

Effective February 1, 2026, employer’s contribution will be \$10.81 per hour, per employee for a total of \$432.47 per week per employee. The employees will continue reimbursement to Paraco Gas at \$30.00 per week.

Effective February 1, 2027, employer’s contribution will be \$11.39 per hour, per employee for a total of \$455.71 per week per employee. The employees will continue reimbursement to Paraco Gas at \$30.00 per week.

Effective February 1, 2028, employer’s contribution will be \$12.07 per hour, per employee for a total of \$482.80 per week per employee. The employees will continue reimbursement to Paraco Gas at \$30.00 per week.

The Union agrees to notify Paraco Gas if the Welfare/Medical costs decrease during the period of the contract, such that the employer contributions would be decreased accordingly.

Section 9 – Holidays – The Union and the Company agree to add Juneteenth as a holiday. The language will be edited to state:

“The following days shall be holidays:

New Year’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and; ...”



Section 10 – Vacations – The Union and the Company agree to add the following language:



“During Summer, at least two (2) employees may take vacation in the same week, as long as the employees have requested the vacation in advance; the manager has approved the vacation; the vacation timing does not conflict with current business needs; and the vacation does not occur during a blackout period.”

Also, under Section 10 there is a sub-section “Additional Benefits”. The Union and Employer agree to add the following voluntary benefit language:

“Voluntary Long-Term Disability Insurance: Employer will provide employees with the opportunity to purchase voluntary Long-Term Disability Insurance. This is an employee-paid benefit and is typically made available to employees during the Employer’s annual Open Enrollment period and at the time a newly hired employee joins the Company. The voluntary Long-Term Disability Insurance will be available as long as the Employer continues to offer it as part of its benefits package.”

All other terms of the aforementioned Agreement not mentioned herein shall continue in full force.

If the foregoing confirms your understanding, please sign below where indicated.

Signature – Paraco Gas Corporation

Signature – Local 445, IBT

Print Name - Title

Print Name - Title

Date

Date

This Agreement is subject to ratification by Local 445 members employed by Paraco Gas Corporation.