# **SECTION V**

# **Participation Agreements**

# APPLICATION FOR APPROVAL OF BENEFIT SUSPENSION FOR CENTRAL STATES. SOUTHEAST AND SOUTHWEST AREAS PENSION PLAN

ITEM NO. 37 SECTION V FILE 1 of 5

## Employer Name

A C Pavement Striping Co

A & T Concrete Supply Inc

A T E Management of Duluth Inc.

**Absolute Production Services** 

Accurate Underground HDD LLC

ASW Pipeline LLC

Ace Redi-Mix Inc

Advanced Asphalt Company

AFP Advanced Food Products LLC

Advantage Trucking LLC

Air Express International USA Inc

Air & Sea Pak Co

Alberici Constructors Inc

Alfonsi Railroad Construction Co

Geo F Alger Company

Alger Trucking Company

The Allen Company Inc

Alro Steel Corporation

Alside Supply Center

Ambraw Asphalt Materials Inc

The American Bottling Company

American Materials LLC

AmeriGas Propane Inc

ABM Parking Services Inc.

Ampro Services Inc

Anderson Brothers Storage and Moving Corporation

**Aramark Refreshment Services** 

Aramark Uniform Services

ARC Construction Company Inc.

Aristeo Construction Company

ABF Freight System Inc.

Arrowhead Supply Inc

Associated Roofing

Associated Wholesale Grocers

Atlantic Plant Maintenance

Atlas Logistics Group Retail Services LLC

Atlas Industrial Holding

Employer Name

**Auto Handling Corporation** 

B C P Ingredients Inc

B & J Moving And Storage

BMW Constructors Inc

BMW of Minnetonka

Linde Gas North America LLC

Bailey Excavating Inc

Baker's Gas & Welding Supplies Inc

J J Barney Construction Inc

Barnhart Crane & Rigging Co

**Barrett Paving Materials Inc** 

Barry Trucking Inc

**Bassett Transportation Inc** 

Baumhardt Sand & Gravel Inc.

Bayview Electric Company LLC

L J Beal & Son Inc

Beaver Excavating Company

Bechtel Construction Company

Becker Iron & Metal Inc

Ken Behlmann Automotive Services Inc.

Walbridge Equipment Installation LLC

Belger Cartage Service Inc

Belleville Supply Company

The Belson Company

Northfield Block Company

Berco Construction Inc

Berco Industrial Inc.

Berkshire Refrigerated Warehousing LLC

J H Berra Construction Company

Best Asphalt Inc

**Best Block Company** 

Best Concrete & Supply Inc

Bettcher Trucking Inc

Better Made Snack Foods

Beyers Lumber Company

Bierlein Services Inc

Black Lumber Company Inc

Blankenberger Brothers Inc

Blankenship Construction Company

G A Blocker Grading Contractor

Larry Reid's Bloomington Chrysler Jeep Dodge Ram

**Bluelinx Corporation** 

Employer Name

The Boldt Company

Boone & Darr Inc

**Boones Express** 

Southern Foods Group LLC

**Bowen Engineering Corp** 

**Branick Industries Inc** 

Brede Inc

Brencal Contractors Inc

Brenntag Great Lakes LLC

**Bridge Company Construction LLC** 

Brim Concrete Inc

Nash & Sons Trucking Inc

**Bob Brockland Pontiac-GMC** 

H Brooks and Company LLC

Bryan Rock Products Inc

**Building Products Corporation** 

**Bumler Mechanical Inc** 

August A Busch & Co of Massachusetts Inc

Buteyn-Peterson Construction Co Inc

C C & T Construction Inc

CVS/Caremark Corp

Cadence Inc

Calnin & Goss Inc

Carenbauer Distributing Corporation

Carlesimo Products Inc

Carmeuse Lime Inc

Carr Bros Inc

Cash Concrete Products Inc.

Cassens & Sons Inc

Cassens Transport Company

Cast & Baker Corporation

Cemstone Products Company Inc.

Central Illinois Tile Company

Central Paving Inc

Central Storage & Warehouse

Central Supply Company Inc

Central Warehouse Operations Inc

Century Cement Company

Champaign Asphalt Co LLC

Univar USA Inc

Chicago Baking Company

Chicago Scenic Studios Inc

### Employer Name

F J A Christiansen Roofing Company

Louis P Ciminelli Construction

City of Hancock

City of Peshtigo

Civil Constructors Inc

H L Claeys & Company

Euticals Inc

Clevenger Contractors Inc

Co Freight Inc

Co-Pipe Products Inc

J W Cole & Sons

Columbian Distribution Services Inc.

Columbus Transport Inc

Community Newspaper Holdings Inc.

Compass Group USA Inc

ConAgra Foods Inc

Conduit Constructors LLC

Condon Trucking LLC

Consumers Concrete Corporation

Contractors Ready Mix

Convention Distribution Services Inc.

Convention & Show Services

**Jack Cooper Transport Company** 

Country Fresh LLC

Coyne Textile Services

Crandell Brothers Trucking

Crossett Inc

Crowley Liner and Logistics Services Inc

Czarnowski Display Service Inc

D & B Trucking Inc

D C Transportation Services

D & H Trucking Company Inc.

D H L Express (USA) Inc

D K Contractors Inc

Dairy Farmers of America

Dans Excavating Inc

Darling International Inc

Herbert F Darling Inc

W N Daul Transfer Lines Inc.

Day & Zimmermann NPS Inc

Dean Foods Company

CERTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUNCHMEALTH AND WILLFARE FUND
9377 WEST HIGGINS ROAD
ROSEMANT, ILL: NOIS 60018-4938
PHONE: (847) \$18.0800

ENFLOYER IMPORTERS FALLD GREAMS ANNE PROMISER GROWING ANGENTS OHATILES A VINCENTY DESCRIPTION OF THE PROMISE AND THE PROMISE A

Code (Interpretation of the code of the co

Dicement office last

THIS AGREEMEN I sets forth the thirms under which the Employer will participate in the Central States, Southwest and Southwest Areas Pension Fund (Pension Fund") and/or the Central States. Southwest area Southwest Areas Pension Fund") in accordance with the Central States. Southwest and Southwest Areas Hearth and Westing Fund I have been the Central States of Continues and Southwest Areas Hearth and following job classification(s):

| Continues and Employers Westine Fund both of which are incorporated human.

The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Mouth and Wettere Fund, all rules and regulations presently in effect of subsequently adopted by the Trustices of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2.	The Employer shall contribute to the Pa	ension Fund for each Covered Employed at the soliowing rates.
	Effective Date:	
	Ethactive Date8/16/13	
	Effective Date:	
	· Effective Oate:	
	EMective Date:	Rate:
Э.		alth and Welfare Fund for each Covered Employee at the
	Effective Date:	Rate
	Effective Date:8/16/13	Rate: 59.70 hourly
	Effective Date:	
	Effective Date:	
	Effective Date:	Ren

d. Contribution rate changes after the last Effective Dete set to the paragraphs 2 and 3 should adduct need by oath new policotive bargaining agreement and such rate changes should be exceptioned into this Agreement. The parties may is being negatively. In this absence of an interim agreement agreement agreement agreement appropriate burgaining agreement and prior to wither the contribution rate required to be pair after termination of this Agreement, and be needed to the pair after termination of this Agreement, and be needed to a chief agreement of this termination of this Agreement, and be needed to a chief agreement of this termination from the contribution rate is a chief to agreement agreement. However, the parties are received the right to reduce benefit types after considerior rate is or becomes less than the the published rate for

5. This Agreement and the obligation to pay contributions for a Fund(s) will consider after the termination of a collective pargining agreement and during a state excess no contributions shall be due during a state unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's designation to pay contributions shall not be Employer and provide writine notice of their decision to the Employer specifying the date of termination of participation of the Employer and provide writine notice of their decision to the Employer specifying the date of termination of participation of participation of participation of the Employer and provide writine notice of the Fund(s) and the Fund(s) is an experience a written notice directed to the Fund(s) and the Fund(s) is decisioned a written notice directed to the Fund(s). Contracts the Employer is no temper obligated to contribute on the date the LRB contribute receipt may seem and the ensured an except which describes the readon that ensured with the expectation of the date the Union's representative states from the ensured of the except the Employer unionates in both the Pensorn Fund and the Hallon and Winfare Fund and the termination referred to in by or by relates to only one Fund, then this Agreement and remains an effect with respect to the other finder of the termination of the page and make the contribution of the page and the page and the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

5. When a new cotoclive bargaining agreement is agned on the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly softed be entire agreement or modification to the Fund(s)' Contracts Department by certified must prefull requested at the author's specified above. Any agreement or understanding which affects the Employer's combution obtains which has not been submitted to the Fund(s) as recovered submitted to the Fund(s) and affects that has been submitted to the Fund(s) and agreement that purports to prospectively reduce the contribution rate payette to the Pention Fund or of an agreement that purports to prospectively reduce the contribution rate payette to the Pention Fund or of an agreement that payetral to be prospectively reduce the contribution fund during the stated term of a collective bargaring agreement that has been accepted by the Pention Fund or of an agreement that has been accepted by the Pention Fund during the stated term of a collective bargaring agreement that has been accepted by the Pention Fund.

7. Eo, guspouse of this Agreement, the term "Coverad@mgtoyee" shall mean any lustime or pursuance employees covered by a collecture bargolisms agreement requiring continuous so the Fund(5) and includes classed employee after short stem employees who work for uncertaing it includes assume employee. Shall not be a Covered Employee with respect to the thatth and Welfare Fund 8 the collective for gamiling agreement employees but consider a customer employees but participation in the Health and Welfare Fund 8 the collective for gamiling agreement employees are not include any Detroin employed in a management augreement capability or appears or employee and to the process of obtaining the north term the Fund(a).

- 8. The Engloyer agrees to mails continuously of each Covered Employer for any period References are a present of any period References are a present of any period for fire any period for the engloyer for any period for fire any period for the engloyer for any period of which are the resulted any tended by dissoling a times any, thresh werened by the engloyer and proceeding or seriamous. If the Obtaine burganing agreement states that contributions shall not be due on newly hered covered Employee for a specified wating period, no contributions shall not be due on newly hered Covered Employee for a specified wating period, no constitutions has been declared Employee combities the specified wating period if required by the standards collected bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who a not working due to these or injury even if the Covered Employee is not assisted to compensation. The Employee shall pay any constitutions that would have otherwise been paid on any Covered Employee who is a reasonable pay covered combined service as telested at 10 G.F.R. §164.3.
- On or before the 15th day of each month, the Employer must report to the Fundish boy change in the Covered Emissives workforce (including, but not trible at any hirst, legal to retirm in blone) while occurred during the prior month and must pay all controls great for the prior month. In the event of a desinquency, aftire Employer shall be collected to pay begans to the monitor tille by the Fundish from the date when begans at due to the date when the payment was due to the date when the payment the most indicated with all expensions of collection mounted by the Fundish, including, but not fin held to, alloways feet and costs and to at the option of the Fundish or their delegand representative, the payment of control, one that become what the Employer has shown as inquared shall be accordanted on one the control for each canadar week (Sanday through Salarosy) should be due on the following Monday. If the Employer sales to report things in the consted monitors on time, the Employer or other changes in the worker of any time should be sanday the first changes in the workfolia of any time should be sanday the first changes in the workfolia of any time should be successful to the participation. The Envisors reterve the right to terminate the participation of any time should likely pay required constitutions.
- 10. The Employer shall provide the Trustees with access to its payroll councils and other perintent records when believes the Principal in Regards to required to blaze obtains access to the Employer's records or to council perintent believes that the review of the records, at costs structed by the Fund(s) in conducting this seview shall be peed by the Employer and the Employer
- 11. The Trustees shall not be required to submit any distribe concerning the Employer's obtipation to pay contributions to any price anomalia-trainin procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that Risponers of the Fundish adverse selection nile (including Special Bullerin 90-7) and agreement are well and produce that while the adverse selection rule.

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- 19. This Agreement shall like all respects be construed according to the base of the United States. In all actions takes by the Trustons to enforce the terms of this Agreement, including actions to collect destination of endough suchs, the Employer agrees that the statute of imitations shall accord a according to according to the engagement of engagement of engagement of the Employer according to according to the engagement of engagement of the Employer's 1801ty.
- 14. This Agreement may not be madeled or terminated without the written consent of the Fund(s). To the harmon there exists any conflict between any provisions of the Paradopation Agreement and any provisions of the collective beingsiming agreement, this Paradopation Agreement, this Paradopation Agreement stat coltrol.

IN WITKESS WHEREOF, sold Employer and Union have consect first instrument to be executed by their duly sulfacted representatives, the demand was that above entities.

Redacted by U.S. Department
of the Treasury
8-26-13
" RECEIVED
SEP 0 3 2013
Contract Department
:
sicare me name of such Contract
and IL Conference of Teamsters



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 0039800-0102-00215A

classification(s)							
and any other j	ob classification cover	ed by the colle	ctive bargaining ag	reement			
adopted by the	The Union and Emp and all amendments s Trustees of the Fund(	subsequently a s) and accept t	dopted as well as he respective Emp	all rules loyer and	and regulations pr d Employee Trustee	esently in effe s and their su	ect or subsequently ccessors.
2.	The Employer shall		e Pension Fund fo				rates:
	Effective Date:	3/20/2011		Rate:	\$93.90 per week		
	Effective Date:	3/25/2012		Rate:	\$101.40 per wee	<u>k</u>	
	Effective Date:	3/24/2013		Rate:	\$107.50 per wee	k	
	Effective Date:		<del></del>	Rate:			
	Effective Date:		<u>_</u>	Rate:		;- <u>-</u> .	
3.	The Employer shall o	contribute to th	e Health and Welfa	are Fund	for each Covered E	mployee at th	e following rates:
Effective Date:	3/20/2 <b>0</b> 1 <u>1</u>	Rate:	\$260.00 per week		Plan C4)		
Effective Date:	7/31/2011	Rate:	\$235.70 per week	(	P'an TA)		
Effective Date:	3/25/2012	Rate:	NTE \$253.50* per week		Plan TA) 		
Effective Date:	3/24/2013	Rate:	NTE \$278.20* per week	(1	Plan TA)		
Effective Date:		Rate:				<del></del>	

- For the periods beginning in March 2012 and March 2013, the rates are NOT TO EXCEED the amount shown
- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until—a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement

shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, tayoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the part cipation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Emptoyer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Printed Name and Title  July 5 2011  Date  Date	7/15/11 Date
THE Branch TN 4748  Complete Address of Employer  (812) 153-4252 (812) 153-2  Telephone Number Fax Number	410
Federal Employer Identification Number  If the Employer is signatory to a National or Group Contract, indicate the	name of such Contract:
Is the Employer an itinerant construction company working on a project	or on a seasonal basis? Yes No



CENTRAL STATES. SOUTHEAST AND SOUTHWEST AREAS
PENSION FUNDMEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

EMPLOYEE TRUSTEES RAY CASH JOE ORRE JERRY YUMBER GEORGE & WESTLEY

EMPLOYER TRUSTERS
HOWARD MIDDUGALL
ARTHUR IL BUNTE, JA
DAVID P. MORRISON
TONS J. VENTURA
CAMEL J. BRUTTO

EXECUTIVE DIRECTOR ANALANZA L DIAMARANZA

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States,
Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States. Southeast and Southwest
Areas Health and Welfsre Fund ("Health and We fare Fund") in accordance with its collective bargaining agreement
with the Union covering the job classification(s) of: A.T.E. Management of Duluth and any
other job classification covered by the collective bargaining agreement. (Duluth Transit Authority)

The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations prosently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors. The Employer shall contribute to the Pension Fund per\_ week/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates: Rate: \$124.00 Effective Date: June 16, 2002 Rale: \$136.00 Effective Date: June 16, 2003 Rate: \$150.00 Effective Date: June 16, 2004 Rate: <u>\$1,58.00</u> Effective Date: June 16, 2005 Rate: \$166.00 Effective Date: June 16, 2006 The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates: Rate: \_\_\_\_\_ Effective Date: \_\_N/A \_\_\_\_\_ Effective Date: \_\_\_\_\_\_ Rate: \_\_\_\_\_ Rale: \_\_\_\_ \_\_\_ Effective Date: Rate: \_\_\_\_\_ Effective Date: \_\_\_\_\_\_ Rate: \_\_\_ Effective Date: \_\_\_

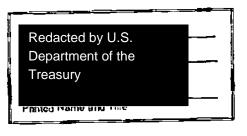
- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreemen and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no tonger obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contribute Department at the address specified above sent by certified mail with roturn receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer-participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.
- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s). Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement regularing contributions to the Fund(s) and includes casual amployees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees, "Covered Employee shall not include any person employed in a managenal or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

- 8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Penod (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, tayoff/savetance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on nowly hired Covered Employees for a specified walling period, no contributions shall be due until the Covered Employee completes the specified waiting period. It required by the applicable collective bargaining agreement, contributions shall also be made to the Fundig) on behalf of any Covered applicable collective bargaining agreement, contributions shall also be made to the Fundig) on behalf of any Covered Employee who is not working due to the sess or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a reemployer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a reemployed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee waskforce (including, but not imited to now hires, tayoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the opinin of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become duringuent shall be accelerated so that the contributions owed for each calendar wook (Sunday through Saturday) shall be due on the following ktonday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminal ions, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroli records and other pertinent records when requested by the Fund(s). If ittigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attempts' fees and costs incurred by the Fund(s).
- 11. The Trustoes shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rutes (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

ATE Management of Duluth, Inc. (Duluth Transit Authority)

Redacted by U.S. Department of the Treasury



2402 West Michigan Street, Duluth, MN Complete Address of Employer 55806

| 218 ) 7227283
| Telephone Number | 23 - 17/6/1/8 | Employer Number | 26 PM | Federal Employer Number | 26 PM | Employer is signatory to a National or Group Contract, indicate the name of such Contract: | 55 PM | Employer an itinerant construction company working on a project or on a seasonal basis: Yes | New Yes



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800 EMPLOYE | TIRESTEER
FRED COG JE
JENTY YOU MORN
OCOUNTY OF STURY
OCOUNTY OF STURY
ONALE / MACHINEY
FREP & Y ZANG

DIFFICIAL TRUSTEES
HOWARD ROOUSALL
ARTHURF BURITE, IR.
TOM J. VIENTURA
DANCEL E SENTED

PRECEITS & PRECTOR

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Penelon Fund ("Pension Fund") and/or the Central States, Southeast sind Southwest Areas Health and Welfare Func ("Health and Welfare Fund") in accordation with its collective bargaining agreement with the Union covering the job classification(e) of: \_\_\_\_ and any

Welfere Fun respective Er	The Union and Employer agree d, all rules and regulations presently mployer and Employes Trustages and t	to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and in effect or subsequently adopted by the Trustees of the Fund(s) and accept the
. 2	The Employer shall contribute to Period") for each Covered Employee	•
	Effective Date: Gov. 1, 200	
	Effective Date: Jun 1, 3005	Rate: 48.90 per lour world ECENVED
:	Effective Date: Jan 1, dook	Rate: 44.70 per love warded MAY 3 1 2005
. •	Effective Date: July 2007	Rate: \$4.95 per low worked
•	Effective Date: Sen S 2008	TO CONTRACT
for each Cave	The Employer shall contribute to the red Employee at the following rates:	The Health and Welfare Fund por week/hour (choose one) (the "Contribution Period")
	Effective Date:	Rate;
•	Effective Date:	Rete:
•	Effective Date:	Rate:
	Effective Date:	Rate:

- A. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bergaining agreement and such rate changes shall be incorporated into this Agreement. The parties may except an interior agreement establishing contribution rates during the periods when a new collective bargaining agreement is being tragetisted. In the absence of an interior agreement, the contribution rate required to be paid affor termination of a collective bargaining agreement and prior to either the suscution of a new collective bargaining agreement, the termination of this Agreement, shall be the rates it effect on the determinated collective bargaining agreement. Health and Walfare contribution rate changes after the last affective date shall be determined by the Board of Trustees in order to maintain the same level of benefits. However, the Trustees receive the right to reduce bonefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer's obligation to pay contributions shall not terminate until either a) the obligated to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed in the Fund(s) the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect
- 6. When a new collective bargetning agreement is signed or the Employer and the Union agree to change the collective bargetning agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts ( spartment by contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding or the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall glone remain enforceable.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any fulf-time or part-time employee covered by a collective bergaining agreement requiring contributions to the Fund(s) and Includes casual employees (i.e. short term employees who or any person employed for the principal purpose of obtaining benefits from the Fund(s).

UU UU ZUUU 15:14

- B. The Employer agrees to remit contributions on behalt of each Covered Employee who receives, or is entill to be receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, hotiday pay, disability or finess pay, layoff/severance pay, vecation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other logal proceeding or settiment. If the collective bargaining agreement status that contributions what not be due on newly lifted Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not writing due to litiness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his other absence during a period of uniformed service as defined at 10 C.F.R. §104.3.
- 9. On or before the 16th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to near hires, layoffs or terminations) which occurred during the prior month and must pay all contributions ewad for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monless due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' tess and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be abcelerable so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday, if the Employer fails to report changes in the covered worldone on time, the Employer must pay the contributions bitled by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs of other changes in the workforce. The Trustees reserve the right to parminate the participation of any Employer that talls to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that r sulf from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay eny alterneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay or niributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bull stin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or ongage in any practice that violates the adverse selection rules.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all exections taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's flability.
- 14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bergaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their drip authorized representatives, the day and year first above written.

ted by U.S. Department Treasury	Redacted by U.S. Department of the Treasury
•.	CITINGS ITSHIPS WITH THE F
and Name and Title	Date
1827 W. FARRACUT ST.	RECEIVED
OSEMONT, IL 60018.  Inplete Address of Employer	MAY 3 1 2005
15 992 7800 773-992-980/ ephone Number Fax Number	CONTPACT DEPARTWENT
36-399 057 / teral Employer Number	
the Employer is signatory to a National or Group Contract, indicate	the name of such Contract:



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDIHEALTH AND WELFARE HUND 93/7 WEST HIGGINS ROAD ROSEMONT, ILI INOIS 50018-4938 PHONE: (847) 518-9800

FRED GEGARE HACIPE YOUNG HACIPE FORMS A WHOCHE TO MESTER WHOCHE TO MESTER WHOCHE FORMS AND THE PROPERTY OF THE PROPERTY OF

enrioyen trustees

ENSCUTAC DIRECTOR THOMAS C NYHAN

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States. Southeast and Southwest Areas Pension = nd ("Pension Fund") and/or the Contral States, Southeast and Southwest Areas Health and Westere Fund ("Health and Westere Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s). Lowby - hauting of classification covered by the collective bargaining agreement.

The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Hoalth and Welfare Fund, all rules and regulations prescritly in effect or subsequently adopted by the Truslees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates: Effective Datet \_\_\_ Effective Date: \_\_\_\_\_ Effective Date. \_\_\_ Rate<sup>-</sup> Effective Date: \_\_\_\_\_\_ Effective Date:

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

Rate: \_\_\_

Effective Date: 3/81/14	Rate \$9.70/nour
Effective Dafe:	Rate:
Effective Date:	Rate:
Effective Date:	Rate:
Effective Date:	Rate:

- Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interm agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreem int, the contribution rate required to be paid after termination of a collective pargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effection the last day of the forminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class,
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustoes decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mail with return roce pt requested which describes the reason why the Employer is no lenger obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates Inrough a vail disclaimer of interest. In the event, he Employer participates in both the Pension Fund and the Health and Welfare I und and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB diection or disclaimer of interest referred to in c) or d) regites to only part of the bargaming unit, this Agreement shall remain in electivith respect to the remainder of the bargaining unit.
- When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obtigation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(\$) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s), b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has ticen accepted by the Pension Fund.

- For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and Includes casual employees (i.e. short term employees who work for uncertain or irregular ouration) except a casual employee shall not be a Colleged Employee vint respect to be Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s)
- The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives or is entitled to receive, compensation (regardless of whether the employment relationship is terminated). Including show up time pay, overtime pay, holiday pay, disability or illness pay, tayoff/severance pay, vaccition pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arottration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when paymen was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not Ilmited to, attorneys' lees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- The Employer shall provide the Trustees with access to its payroll records and other partitions records when requested by the Fund(s). If thigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducing the review shall be paid by the Employer and the Employer sho pay any attorneys' fees and costs incurred by the Fund(s).
- The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay 11 contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement romains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's fability.
- This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

N WITNESS WHEREOF sold Employer and Union have caused this Instrument to be executed by their duly

IN WITNESS WHEREOF, said Employer and Union have cause authorized representatives, the day and year first above written.	d this instrument to be executed by their duty
Accurate Underground HDD, LLC	21 Keise No. 525
Employer Name	
Printed Name and Title	
3-21-14	4/14/14
Date Date	e
<u> </u>	Phim as
	RECEIVED
Worden, II leaded	
Complete Address of Employer	APR 1 8 2014
108 888-2146 WS 888-2146	CONTRACT
Telephone Number Fax Number	DEPARTMENT
411-3520805	
Federal Employer Identification Number	
If the Employer is signatory to a National or Group Contract, Indicate the r	ame of such Contract:
	-
Articles of Construction Agreem	on a seasonal basis: Yes No X
is the Employer an itinerant construction company working on a project of	ron a seasonal basis: Tes NO _X



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 0065160-0100-377A

Southwest Area Fund ("Health a	as Pension Fund ("Pe and Welfare Fund") in	ension Fund*) and/or the C	entral States, tive bargaining	will participate in the Central State Southeast and Southwest Areas H agreement with the Union covering	lealth and Welfare
and any other jo	ob classification cover	ed by the collective bargain	ing agreement	<u>.                                      </u>	
	ind all amendments s	subsequently adopted as w	vell as all rules	eement(s) of the Pension Fund and s and regulations presently in effec d Employee Trustees and their suc	ct or subsequently
2.	The Employer shall	contribute to the Pension F	und for each C	Covered Employee at the following r	ates:
	Effective Date:	06/01/2014	Rate:	6.40 Hourly	
	Effective Date:	05/31/2015	Rate:	6.70 Hourly	
	Effective Date:	05/29/2016	Rate:	7.00 Hourly	
	Effective Date:	05/28/2017	 Rate:	7.30 Hourly	
	Effective Date:		Rate:		
3.  Effective Date: Effective Date: Effective Date:		Rate:		I for each Covered Employee at the	
Effective Date:					
Effective Date:					-
interim agreem negotiated. In bargaining agre Agreement, sha	pargaining agreement tent establishing con the absence of an i eement and prior to all be the rates in effort to reduce benefit le	and such rate changes sha tribution rates during the nterim agreement, the cor- either the execution of a ect on the last day of the te	all be incorpora periods when stribution rate new collective erminated colle	th in paragraphs 2 and 3 shall be deted into this Agreement. The partie in a new collective bargaining agrequired to be paid after terminative bargaining agreement or the tective bargaining agreement. However, the published rate	es may execute an preement is being ion of a collective termination of this ever, the Trustees
agree in writing Trustees decide the date of term	sining agreement exc g otherwise. This Age e to terminate the part nination of participat or	ept no contributions shall be preement and the Employer icipation of the Employer as n or b) the Employer is no	e due during a r's obligation t nd provide writt longer obligate	the Fund(s) will continue after the a strike unless the Union and the little pay contributions shall not termiten notice of their decision to the Election to	Emp oyer mutually inate until a) the mployer specifying oute to the Fund(s)

by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/saverance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timoly pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

ASW PIPELINE LLC	Local Union No. 377
Redacted by U.S.  Department  of the Treasury	Redacted by U.S. Department of the Treasury
3-24-15	- MARCH 27- 2015
Date 5 29 - 1 5	Date
4749 North Ridge Road Fast	_
Genera OH 44041 Complete Address of Employer	_
Complete Address of Employer	RECEIVED
Telephone Number Fax Number	APR 0 6 2015
년 13933기 위 Federal Employor Identification Number	CONTRACT DEPARTMENT
If the Employer is signatory to a National or Group Centract, in	
Is the Employer an itinerant construction company working on	a project or on a seasonal basis? Yes No



## CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER: 0065955-0100-200-A

	•	ACCOUNT N	OWDEW 000330001	00-	200-4	
Fund ("Health	as Pension Fund ("Pe	ension i-und") ( accordance w	and/or the Central State fth its collective bargain	e S	will participate in the Central Sta Southeast and Southwest Areas I agreement with the Union coveri	Hoolib and 1816 Kana
and any other J	ob classification cover	red by the colle	ctive bargaining agreem	ent		
1. Welfare Fund a adopted by the	ana an amanaments t	Buosoquenty a	idooted as well as all ni	ممار	eement(s) of the Pension Fund an and regulations presently in effe d Employee Trustees and their su	and or subsequently
2.	The Employer shall	contribute to th	e Pension Fund for each	n C	overed Employee at the following	rates:
	Effective Date:	08/01/2014	Rate		\$43.40 per day	
	Effective Date:	05/31/2015	Rate	<b>ə</b> :	\$45.10 per day	
	Effective Date:	05/29/2016	Rate	9:	\$48.90 per day	
	Effective Date:		Rate			
	Effective Date:		Rate	<b>э</b> :		
Effective Date: Effective Date: Effective Date: Effective Date:	Not Fund Participant	Rate:				
negotiated. in bargaining agreement, sha reserve the right benefit plan or collective barga agree in writing Trustees decide the date of term and the Fund(s) by certified mail c) the date the late.	pargaining agreement ent establishing continued the absence of an insement and prior to all be the rates in effect to reduce benefit lectass.  This Agreement and inlining agreement excelled to terminate the particulation of participation in have received a writt with return receipt renurate the reservations.	and such rate of tribution rates interim agreement either the exect on the last over the contribution of the obligation of the last or b) the Empton or b) the Empton or b) the Empton notice directly quested which suit of an election to the last of an election of the last of an election to the last of the last o	changes shall be incorporduring the periods whent, the contribution ratioution of a new collection rate is or become to pay contributions the pay contributions the Employer's obligation in the pay contribution of the Employer's obligation of the Fund (s). Condescribes the reason when that terminates the Linds of the Pund (s).	oralisen e n tive iliec ines io ti g a n to ritte atec irac thy	in in paragraphs 2 and 3 shall be died into this Agreement. The partial a new collective bargaining agreement or the equired to be paid after terminate bargaining agreement or the factive bargaining agreement. Howeless than the then published rate the Fund(s) will continue after the strike unless the Union and the pay contributions shall not terminate the pay contributions shall not terminate of their decision to the Ed by a contract or statute to contribute the Employer is no longer obligation's representative status or d) the event the Employer participates in	es may execute an preement is being ton of a collective termination of this vever, the Trustees of for the applicable e termination of a Employer mutually ninste until a) the mployer specifying but to the Fund(s) sectified above sent edite the Inter's
shall remain in o	effect with respect to	ing and the ter the <b>other</b> Fund	mination <b>referred to i</b> n a . In th <del>e</del> event an NLRB	a)c lak	or b) relates to only one Fund, the ection or disclaimer of interest refetth respect to the remainder of the	en this Agreement

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mall (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of eny Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re employed service member or former service member but for his or her absence during a pariod of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, tayoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monles due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, ettomeys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer falls to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the lillinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, seld Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

	Local Union No.
Redacted by U.S. Department	Local Officiation
of the Treasury	Redacted by U.S. Department
	of the Treasury
Printed Name and Title	
July 23, 2014	7-22-2014
Date	Date
1339 S. WEST AVE.	
WANKESHA, WI. 53186	
Complete Address of Employer	
262-544-5100 262-544-1832	RECEIVE
Telephone Number Fax Number	
39 - 1926424	SEP <b>2 4</b> 2014
Federal Employer Identification Number	CONTRACT
	DEPARTME:
f the Employer is signatory to a National or Group Contract, indicate	the name of such Contract:



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

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JAN C 4 2013

	Α	CCOUNT NUMBER:	0110700-0200-1	
A 11 .4 A 4	eas Pension Fund ("Pei and Welfare Fund") in	ncion Eund") and/or the i	Ceniral States, 5	will participate in the Central States, Southeast and Southeast Areas Health and Welfare agreement with the Union covering the following job
and any other	job classification covere	ed by the collective barga	ining agreement	
adopted by the	and all amendments s e Trustees of the Fund(	ubsequently adopted as s) and accept the respect	well as all rules tive Employer and	terr ent(s) of the Pension Fund and/or the Health and and regulations presently in effect or subsequently demployee Trustees and their successors.
2.		contribute to the Pension May 1, 2011	Rate:	overed Employee at the following rates: \$184.30
	Effective Date:	May 1, 2012	Rate:	\$193,50
	Effective Date:	May 1, 2013	Rate:	\$201.20
	Effective Date:	May 1, 2014	Rate:	\$209.20
	Effective Date:		Rate:	
3.	The Employer shall	contribute to the Health a	and Welfare Fund	I for each Covered Employee at the following rates:
	Effective Date:	May 1, 2011	Rate:	\$9.05
	Effective Date:	May 1, 2012	Rate:	\$9.30
	Effective Date:	May 1, 2013	Rate:	\$9.70
	Effective Date:	May 1, 2014	Rate:	\$10.55*
	Effective Date:		Rate:	
	* - Not-to-exce	ari		

- Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an inlerim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim \*greement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying he date of termination of participation or b) the Employer Is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mall with return receipt requested which describes the reason why the Employer is no tonger obligated to contribute or c) the date the NLRB ce tifles the result of an election that terminates the Union's rep esentative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Weifare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Depertment by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Em woyer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casuat employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any penod he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or filness pay, tayoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal procueding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the waiting period, no contributions agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of un formed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, tayoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the expenses or their delegated representative, the payment of contributions that accrue after the Employer has become definquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If II e Employer falls to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the litinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accuse with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

ADVANCED ASPHALT CO	Local Union No. 371
Employer Name	<del></del>
Redacted by U.S. Department	
of the Treasury	Representative Signature
	Printed Name and Title
12/21/12	
Date	Date
Advanced Asphalt Company	
P O Box 234, Princeton IL 61356-0234	
Complete Address of Employer	
815-872-9911 815-872-0569	
Telephone Number Fax Number	
36-2478855	
Federal Employer Identification Number	
If the Employer is signatory to a National or Group Contract, indi	cate the name of such Contract:
Is the Employer an itinerant construction company working on a	project or on a seasonal basis? Yes No
12 this chibiology and important consultation comband manning	

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THE TOTAL



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800 EMPLOYEE TRUSTEES CHARLES A WHOSREY JERRY "OUNGER SEORGE J, WESTLEY MARY N KROPP

EMPLOYER TRUSTEES
ARTHUR H BUNTE, UR,
GARY F, CALDWELL
RCHALD D&STEFANO
GREG R, MAY

EXECUTIVE DIRECTOR

0116700-0106-627-A

in accordance	. Fension Fund Tandoor ing Central State	which the Employer will participate in the Cent s, Southeast and Southwest Areas Health and with the Union covering the following job clas ning agreement.	SAfalfara Eusel Millaattk as alikkatta - E am
1. Fund and all ar of the Fund(s)	renuncias subscutentia adobten as wei	e bound by the Trust Agreement(s) of the Per las all rules and regulations presently in effec Employee Trustees and their successors.	nsion Fund and/or the Health and Welfare of or subsequently adopted by the Trustees
2.	The Employer shall contribute to the	Pension Fund for each Covered Employee a	at the following rates:
	Effective Date: 04/29/2012	Rate: \$193.50 / wk	- RECEIVED
	Effective Date: 04/28/2013	Rate: \$201,20 / wk	- HEORIAEL
	Effective Date: 04/27/2014	Rate: \$209.20 / wk	JAN <b>2 9</b> 2013
	Effective Date: 04/26/2015	Rate: <u>\$217.60 / wk</u>	
	Effective Date: 05/01/2016	Rate:\$226.30 / wk	CONTRACT DEPARTMENT
	Effective Date: 04/30/2017	Rate: <u>\$235,40 / wk</u>	
3.	The Employer shall contribute to the	Health and Welfare Fund for each Covered (	Employee at the following rates:
	Effective Date: 04/29/2012	Rate:\$9.30 / hr	<u> </u>
	Effective Date: 04/28/2013	Rate: \$9.70 / hr	
	Effective Date: 04/27/2014	Rate: Rate to maintain	
	Effective Date: 04/26/2015	Rate: Rate to maintain	
	Effective Date: 05/01/2016	Rate: Rate to maintain	
	Effective Date: 04/30/2017	Rate: Rate to maintain	

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective pargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the remainder of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entille agreement or modification to the Fund(s)' Contracts Department by certified mail, return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to etroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to

prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay holiday pay, disablifty or illness pay, layoff severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly nired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, con inbutions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working oue to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a definquency, a) the Employer shall be obligate, to pay interest on the monies due to the Fund(s) from the paste when payment was due to the date when the payment is made together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the op' on of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report charges in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminal ons, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not neget to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Advanced Asphalt Co.  Redacted by U.S. Department	Local Union No. 627  Redacted by U.S.
of the Treasury	Department of the Treasury
1 //8 //3 Date	1-22-20x3 Date
P.O. box 234 Prince fon 11 61356 Complete Address of Employer	RECEIVED
85 872 -991 815 872 -0.569 Telephone Number Fax Number	JAN <b>2 9</b> 2013
36-2478855 Federal Employer Identification Number  If the Employer is signatory to a National or Group Contract, indicate the r	CONTRACT DEPARTMENT name of such Contract: Articles of Construction
Agreement Between the Associated Gene Teamsters Affliated with the IBT Cover is the Employer an itinerant construction company working on a project or	



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938

PHONE: (847) 518-9800

ACCOUNT NUMBER: 0116700-0106-00722-A

JAN 0 4 2013

CONTRACT DEPARTMENT

and any other job classification covered by the collective bargaining agreement.

- The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as we as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors,
  - The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

Effective Date:	May 1, 2011	Rate:	\$184.30
Effective Date:	May 1, 2012	Rate:	\$193.50
Effective Date:	May 1, 2013	Rate:	\$201.20
Effective Date:	May 1, 2014	Rate:	\$209.20
Effective Date:		Rate:	

The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

Effective Date:	May 1, 2011	Rate:	\$9.05
Effective Date:	May 1, 2012	_ Rate:	\$9.30
Effective Date:	May 1, 2013	- Rate:	\$9.70
Effective Date:	May 1, 2014	_ Rate:	\$10.55*
Effective Date:		Ral <b>e</b> :	

- \* Not-to-exceed
- Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the conribution rate required to be paid after termination of a colective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargatning agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclarmer of inte est. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duly to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or Irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Emptoyee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- B. The Employer agrees to remit contributions on behalf of each Cove ed Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the en ployment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (Including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the montes due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to eport changes in the covered workforce on time, the Employer must pay the contributions bitled by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to corect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Butletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect definquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's flability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

ADVANCED ASPHALT CO	Local Union No. 722
Employer Name	
Redacted by U.S. Department	
of the Treasury	Representative Signature
Printed Name and Title	Printed Name and Title
12/21/12	
Date	Dale
Advanced Asphalt Company	
P 0 Box 234, Princeton IL 61356-0234 Complete Address of Employer	
815-872-9911 815-872-0569	
Telephone Number Fax Number	
36-2478855	
Federal Employer Identification Number	
If the Employer is signatory to a National or Group Contract, indicate	the name of such Contract:
Is the Employer an itinerant construction company working on a proj	ject or on a seasonal basis? Yes 0
•	
	we have a have
	1411 0 4 0040

JAN 04 2013

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CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938

PHONE: (847) 518-9800

EMPLOYEE TRUSTIES RAY CASH JOE ORRG JERRY YOUNGER GEORGE I, WESTIEY THILLIE, YOUNG

EVELOYÉR TRASTES FOMARD MEDGRIGALA ARTHER H. SUMTE, AR TOTEL VENTURA DAMEL J. ROJITO GARY F. GALONIUL

EXECUTIVE DIRECTOR HOMEOUT

Southeast and Southwareas Health and Well wit the Union covering	MENT sets forth the terms under which the E rest Areas Pension Fund ("Pension Fund") and/of fare Fund ("Health and Welfare Fund") in accor- ig the job classification(s) of: a covered by the collective bargaining agreeme	or the Central States, Southeast and Southwest dance with its collective bargaining agreement and any
the Health and Wolfan	Inion and <b>Empl</b> oyer agree to be bound by the T o Fund, all rules and regulations presently in e cept the respective Emilioyer and Employee Tr	ffect or subsequently adopted by the Trustees
	imployer shall contribute to the Pension Fund a n Penod") for each Covered Employee at the fo	
Effect	tive Date: 03/01/2001	Rate:\$49.00
Effect	tive Date: 03 01 2002	Rate: \$55.00
Effect	live Date:	Rate: \$ (a   .00
Effect	tive Date:	Rate \$ 15,00
Effect	tive Date:03 01 2005	Rate \$ 69.00
3. The B		folfare Fund per week/hour (choose one) (the ates:
Effec	twe Date:	Rate:
Effec	tive Date:	Rate:
Effect	tive Date:	Rate:
Effec	tive Date:	Rale:
Effec	tive Date:	Rate:
determined by each a Agreement. The partial a new collective bargar rate required to be pa new collective bargain of the terminated collec-	new collective bargaining agreement and suclides may execute an interim agreement establish aining agreement is being negotiated. In the ab- aid after termination of a collective bargaining a ning agreement or the termination of this Agree	Date set forth in paragraphs 2 and 3 shall be in rate changes shall be incorporated into this hing contribution rates during the periods when sence of an inform agreement, the contribution greement and prior to either the execution of a ment, shall be the rates in effect on the last day istees reserve the right to reduce benefit levels to for the applicable benefit plan or class.
termination of a collective unless the Union obligation to pay continuously revide written notice statute to contribute to Department at the additional collections.	of ve bargaining agreement and during a strike in and the Employer mutually agree in writing o ributions shall not terminate until either a) the T of their decision to the Employer or b) the Er of the Fund(s) and the Fund(s) have received a dress specified above sent by certified mail with	outions to the Fund(s) will continue after the except no contributions shall be due during a otherwise. This Agrodment and the Employer's rustees decide to terminate the Agreement and inployer is no longer obligated by a contract or written notice directed to the Fund(s)" Contracts the return receipt requested which describes the he event the Employer participates in both the

For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employed covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or uny person employed for the principal purpose of obtaining benefits from the Fund(s).

Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund,

change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification To the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written

When a new collective bargaining agreement is signed or the Employer and the Unio - agree to

then this Agreement shall remain in effect with respect to the other Fund.

agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.

- B. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, componsation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or aliness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Rolations Board proceeding, gnevance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to allness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service men before former service member but fur his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not I mitted to new hires, tayoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the montes due to the Fund(s) from the date when payment was riue, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attempys' (sees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer; has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer falls to report changes in the covered workforce on time, the Employer must pay the contributions briled by the Health and Welfare Fund regardless of actual terminations, leaves of absence, tayoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroil records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is award of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, Including actions to collect delinquent contributions or to conduct audits, the littlesis ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until suctime as the Fund(s) receive actual written notice of the existence of the Employer's hability.
- 14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, sax Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Departm	ent	Lo	cai Union No.	662	
of the Treasury		- Re	presentative Sig	nature	
	_	- Pn	nfed Name and	Title	
600 First Avenue West			_++**		
Clear Lake, Wisconsin 54005					>
Complete Address of Employer		-			G2 4US 30
715) 263-2956	( )				8 8
Telephone Numbul	Fax Number				30 0
23-3066518	•				A 7
cderal Employer Number	<u> </u>	-			NIRACT AH 10:
f the Employer is signatory to a Nati	onal or Group Contrac	ct. <b>ind</b> icate (	the name of suc	h Contract:	RECEIVED CONTRACT DEPT 02 AUS 30 AN 10: 04
s the Employer an itmerant construc					• •



Effective Date:

# **PARTICIPATION AGREEMENT**

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

	•	ACCOUNT NUMBER:		
Fund ("Healt		accordance with its collective	THE STOTOR	r will participate in the Central States, Southeast an Southeast and Southwest Areas Health and Welfar g agreement with the Union covering the following Jo
end any othe	r job dassification cover	red by the collective bargaining	agroomen	л.
1. Welfare Fund adopted by th 2.	e Trustees of the Fund	(s) and accept the respective E	mployer an	reement(s) of the Pension Fund and/or the Health and s and regulations presently in effect or subsequently and Employee Trustees and their successors.
۷.	Effective Date:	01/01/2015	for each C Rate:	Covered Employee at the following rates: \$13.00 per day
	Effective Date:	12/29/2015	Rate:	\$14.00 per day
	Effective Date:	12/29/2016	Rate:	\$15.10 per day
	Effective Date:	N/A	Rate:	\$16.30 per day
	Effective Date:	NIA	Rate:	\$17.60 per day
3.	The Employer shall	contribute to the Health and We	elfare Fund	I for each Covered Employee at the following rates:
	Effective Date:	Not H&W Fund Participant	Rate:	N/A_
	Effective Date:		Rate:	
	Effective Date:		Rate:	
	Effective Date:		Rate	

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

Rate:

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status terminates through a valid disclaimer of Interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to (n a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managenal or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, tayoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions gwed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustens with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustizes shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bultetin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Advantage Trucking LLC		Local Union No. 1038	
Redacted by U.S. Department		Redacted by U.S. Department of the Treasury	
of the Treasury			
Printed Name and Title		Printed Name and Title	
12/30/	1,4	12-30-14	
Date		Date	
3670 Carpenter Road		<u></u>	
Ypsilanti, Michigan 4819	77		
Complete Address of Em	ployer	_	
734-971-4678	734-971-4415		
Telephone Number	Fax Number	<del>_</del>	
20-1622125			
Foderal Employer Identifi	cation Number	<del></del>	
	·	indicate the name of such Contract:  on a project or on a seasonal basis? Yes No	
	-	JAN 0 2 2015	
		- 301's	
		103	
•		TRACENT	
		CONTACTOR	



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

EMPLOYER TRUSTEES
RAY CASH
JOE ORRE
JERRY YOUNGER
GEORGE J. WESTLEY
PHRIPE YOUNG

EMPLOYER THUSTEES HOWARD MICROCKGALL ARTH-IR H. BUNTE, "R. DAVED F. MICROSOM TOM J. VENTURA DAMEL J. BRUTTO

EXECUTIVE DIRECTOR REMAILD & RUBALANZA

4.1

Areas Hea	HIS AGREEMENT sets forth the terms under which and Southwest Areas Pension Fund ("Pension Fund") with and Welfare Fund ("Health and Welfare Fund") in the covering the lob of the first forth of the form	) and/or the Central Status, Southeast	
	nion covering the job classification(s) of: lassification covered by the collective bargaining agr		und any
t. the Health :		by the Trust Agreement(s) of the Pensio	n Fund and/or ho Trustees of
2. one) (the *(	The Employer shall contribute to the Pension Fu Contribution Period") for each Covered Employee at	and por week/day the following rates:	nhour (choose
	Effective Date:	Rate:	
	Effective Date:	Rate:	
. •	Effective Date:	Rale:	
i	Effective Dalo;	Rale:	
•	Effective Date:	Rate:	
'3. · for each Co	The Employer shall contribute to the Health an wered Employee at the following rates:	d Welfare Fund per week (the "Contrib	ution Period")
٠,	Effective Dale: 7-1-2000	Rate: 167,10	
-	Effective Date: 7-1-200/	Rate: 175.10	RECE 01
·	Effective Dale: 7-1-200 2	Rate: 183,10	NAR RAR
	Effectivo Date: 7-1-200 3	Rate: 191, 70	coxi
	Effective Date: 7-/-2004	Rate: 199.70	RECEIVED CONTRACT
new collective required to the collective barries to the collective barries of the collective ba	Contribution rate changes after the last Effect by each new collective bargaining agreement and The parties may execute an interim agreement estall a bargaining agreement is being negotiated. In the abbe paid after terminution of a collective bargaining agreement or the terminution of this Agreem collective bargaining agreement. However, the Trus rate is or becomes less than the then published rate	such rate changes shall be incorpora blishing contribution rates during the pe sence of an interim agreement, the con groument and prior to either the execut ent, shall be the rates in effect on the la-	nd Sha Fibe atted into this rlodd when a stribution rate then of a now ast day of the
contributions; of their decision fund(s) and the specified above longer obligations.	This Agreement and the obligation to pay contribute bargaining agreement and during a strike except no he Employer mutually agree in writing otherwise. The shall not terminate until either a) the Trustees decide to on to the Employer or b) the Employer is no longer of the Fund(s) have received a written notice directed to send by conflict mail with return receipt requested ated to contribute. In the event the Employer participand the termination referred to in a) or b) relates to spect to the other Fund.	contributions shall be due during a strik his Agreement and the Employer's oblighterminate the Agreement and provide with the provide with the contract of statute to contribute the fund(s). Contracts Department at which describes the reason why the pages in both the Pages of Fund and the	re Unless the gation to pay written notice bibute to the the address appleyer is no address appleyer is not a bibute to de
agreement or	When a new collective bargaining agreement is significant bargaining agreement, the Employer shall promptly nitracts Department by certified mail (return receipt understanding which affects the Employer's contribution of the process of the contribution of the contri	submit the entire agreement or modifications are placed.	cation to the

Fund(s) as required by this paragraph, shall not be binding on the Trustoos and this Agreement and the written

employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits

For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time

agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.

from the Fund(s).

The Employer agrees to remit contributions on behalf of each Covored Employee who recoives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or liness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Beard proceeding, girlavance/arbitration proceeding or other legal proceeding or settlament. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Control that the completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a reemployed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.

- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the aption of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has buckene delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions bitled by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay refulred contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any atterneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective burgaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that wiolates the adverse selection rules.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the turns of this Agreement, including actions to collect delinquent contributions or to conduct audits, the lilinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

EMPLOYEE TRUSTIES
19ED GEGANE
19EM YOUNGER
GEORGE A WESTLEY
CHARLES A WHOSREY
FIREP E. YOUNG

EMPLOYER TRUSTERS
HOWARD MODULCALL
ARTHUR IN BUNTE, JR.
TOM J. VENTURA
GARYP, CALDWELL
CHRISTOPHER J. LAMOAN

EXECUTIVE DIRECTOR THOMAS C. NOSAH

- 1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Ponsion Fund and/or the Health and Wolfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employer Trustees and their successors.
  - The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

	Effective Date: May 1, 2008	Rate: \$133.90
	Effective Date: May 1, 2009	Rate: \$144.00
	Effective Date: May 1, 2010	Rate: \$156,20
	Effective Date: May 1, 2011	Rate: \$168.70
	Effective Date:	Rate:
3.	The Employer shall contribute to the i following rates:	Health and Welfare Fund for each Covered Employee at the
	Effective Date: N/A	Rato:
	Effective Date:	Rale:
	Effective Date:	Rate:
	Effective Date:	Rate:
	Effective Date:	

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the puriods which a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate isquiring agreement or the termination of a collective bargaining agreement and prior to either the execution of a new conclusion agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation or the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obtigated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(a)\* Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the other bargaining unit.
- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obego ton which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agroement and the written agreement(s) this has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be vaid; a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a confective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or "fregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managenal or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/sho receives, or is entitled to receive, compensation (regardless of whether the employment rotationship is terminated), including show up time pay, overtwee pay, holiday pay, disability or itness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement, if the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting pariod, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on be talf of any Covered Employee who are not working due to illness or injury owen if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service multiber but for his or her absence during a period of uniformed service as defined at 32 C.F.R. § 104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a derequency, a) the Employer shall be obligated to pay interest on the montes due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all exponses of collection incurred by the Fund(s), including, but not limited to, atterneys' fees and costs and b) at the option of the Trustees of their delegated representative, the payment of contributions that accrue after the Employer has become defunquent shall be accelerated to that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Menday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the committee by the Health and Walfare Fund regardloss of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs ir curred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attermeys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining egreement.
- 12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duty authorized representatives; the day and year first above written.

Redacted by U.S	5.	Redacted by U.S.
Emp Department		Department
of the Treasury		of the Treasury
Repr	_	
Printed Name and Otto		Printed Name and Title
10/28/08		10/28/08
Date	-	Date
6170 Middlebelt		_ RECEIVED
Romulus, Michigan 4817	4	
Complete Address of Emple	oyer .	DEC 0 8 2008
(734) 728-4000	(_)	CONTRACT
Telephone Number	Fax Number	DEPARTMENT
38-1908546		
Federal Employer Identifica	tion Number	
If the Employer is signalory	to a National of Group Conf	tract, indicate the name of such Contract: None
in site Cripitoyer in Signature,		
Is the Employer an itinerani	t construction company work	king on a project or on a sea⊴onal basis; Yes No X



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDMEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518.9800 EMPLOYEE TRUSTEES
RAY CASH
JOE CRRE!
JERRY YOUNGER
OFORGE! WESTLEY
PREP E YOUNG

EMPLOYER TRUSTEES
HOWARD MCOCAGALL
ARTHAM H BLAYTE, AL
CHATE F. MORRISON
TOBAL VENTURA
OAN EL J. MAUTTO

EXECUTIVE DOSECTOR

	and the lots classification(s) of: _	inder which the Employer will particip sion Fund") and/or the Central States re Fund") in accordance with its collection.	ove pargaining agreemen
the Health and Welfa the Fund(s) and acc	re Fund, all rules and regulation ept the respective Employer and	pe bound by the Trust Agreement(s) o s presently in effect or subsequently a Employee Trustees and their successions	f the Pension Fund and/o dopted by the Trustees o
one) (the "Contribution	Employer shall contribute to the F in Period") for each Covered Em	Pension Fund per Day	_ week/day/hour (choose
Effe	tive Dale: <u>5-22-04</u>	- Rato: 17, 80	, m (A)
	tive Date:	Rate:	
Effec	tive Date:	Rate:	— ひの
	tive Date:	Rate:	<u> </u>
Effec	ove Date:	Rate:	1:03
3. The E or each Covered Emp	imployer shall contribute to the a doyeo at the following rates:	Health and Welfare Fund per week (th	c "Contribution Period")
Effect	ve Date:	Rate:	
	ve Date:	Rate:	
Effect	ve Date:	∟ Rale;	
Effecti	ve Date:	Rate:	
	/e Dale:		

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Contributions shall not terminate until either a) the Trustoes decide to terminate the Employer's obligation to pay of their decision to the Employer or b) the Employer is no larger obligated by a contract or stallute to contribute to the Fund(s) and the Fund(s) have received a writton notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mall with roturn receipt requested which describes the reason why the Employer is no Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in
  - 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s). Contracts Department by certified mail (return receipt requested) at the address specified above. Any Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.
  - 7. For purposes of this Agraement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement expuncitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

The second secon

- 8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is untitled to receive, comparisation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoffseverance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievancefarbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on nawly hired Covered Employees for a specified waiting period, applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to these or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a remployed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. § 104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions ewed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when payment is made, together with all amenses of cottection incurred by the Fund(s), including, but not limited to, alterneys from and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelentared so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer tails to report changes in the sovered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that tails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If libigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not onter into any agreement that violates the adverse selection rules.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustoes to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the fillnois ten year written contract statute of Limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
  - This Agreement may not be orally modified or terminated.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Employer Name 14 261 2611
JOHN C. BARTINGT

Redacted by U.S. Department of the Treasury

Complete Address of Employer

( )
Telephone Number

Federal Employer is signalory to a National or Group Contract, indicate the name of such Contract:

is the Employer an itinerant construction company working on a project or on a seasonal basis: Yes 🛌 No \_



benefit plan of class.

#### PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER: 15690-0200

any omer	job classification cover	ed by the collective bargs	iln <b>ing</b> agreement	
1. fare Fund pted by th	and all amendments &	ubsecuentiv adopted as	well as all rules	sement(s) of the Pension Fund end/or the Health and and regulations pleaently in effect or subsequently Employee Trustees and their successors.
2.	The Employer shall	contribute to the Pension	Fund for each C	overed Employee at the following rates:
	Effective Date:	4/1/12	Rate:	\$52.90 day/\$264.50 max weak
	Effective Date:	4/1/13	Rate:	\$55.00 day/\$275.00 max week
	Effective Date:	4/1/14	Rate:	\$57,20 day/\$288.00 max week
	Effective Date:	4/1/15	Rate:	\$59.50 day/\$297.50 max week
	Effective Date:	4/1/16	Rate:	\$61,80 day/\$309.50 max week
3.	The Employer shall	contribute to the Health a	and Wedare Fund	i for each Covered Employee at the following rates:
	Effective Date:	not applicable	Rate:	
	Effective Date:		Rate:	
	Effective Date:		Rate:	
	Effective Date:		Rata:	
			Rate:	

This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not 'erminate un'il a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of part cipation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid discisimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Wolfare Fund and the termination reterred to in a) or ti) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRS plaction or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

Agreement, shall be the rates in effect on the test day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce penefit levels if the contribution rate is or becomes tess than the then published rate for the applicable

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); a) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or o) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a colactive paralining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Govered Employee shall not include any person employed in a managenal or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, routine pay, holiday pay, disability or illness pay, layoff/servance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitrotion proceeding or other legal proceeding or settlement if the corrective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period. If required by the waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective pargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions awad for the prior month. In the event of a definquency, a) the Employer shall be obligated to pay interact on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, atterneys' fees and costs and b) at the option of the expenses of collection incurred by the Fund(s), including, but not limited to, atterneys' fees and costs and b) at the option of the expenses of their delegated representative, the payment of contributions that accrus after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following become and the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustess with access to its payroll records and other pertinent records when requested by the Fu d(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargelining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the filling's ten year written contract statute of limitations shall apply. The Employer agrees that the structe of limitations shall not begin to accrue with respect to any unpaid contributions umil such time as the Fund(c) receive actual written notice of the existence of the Employer's fiability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Alfansi RR Construction Co.	Local 247
and a second sec	Redacted by U.S. Department
Redacted by U.S. Department	of the Treasury
of the Treasury	Pant
JUNIO INGUES SUR TING	Printed Name and Tille
x 4-25-12	5/1/12
Date	Date
23501 Pennsylvania	
Brewnstown, MI 48192	RECEIVED
Complete Address of Employer	0.0.2012
(734) 281-6902 (734) 281-1029	MAY 0 2 2012
Telephone Number Fax Number	CONTRACT
38-1648502	DEPARTMENT
Federal Employer Identification Number	



Geologie in Ditte Stad Degale Stad Tourier George I section Owners and the

Burncarr Tructes Himadu Negovigal Accident Heath ar Heath Western Gary P Colonecu

STREET VE DIRECTOR

#### **PARTICIPATION**

CENTRAL STATES. SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDINEALTH AND WE! FARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILL NOIS 50018-4938 PHONE. (847) 518-9800

1.	The Maine and Samuelana	A-1	
n and V	THINKE ITUDO, BUI FURES BIND FROUNCE	to be bound by the Trust Agreement(s) na Presently in effect or subsequently ac	income line that Tax manage of the
(s) and	accept the respective Employer an	Employee Trustees and their successo	ws.
2.	The Employer shall contribute t	othe Pension Fund for each Covered Es	nplayee at the following rates
	Effective Date:	Rate:\$55.10 per ve	<b>sk</b>
	Effective Date: 7/1/14	Rate: _\$57.30 pg/ wg	<del>e</del> š
	Effective Dater	Rate: _ <u>\$59.60 per ye</u>	<b>c</b> ⊁
	Effective Date: 7/1/18	Rade: <u>\$82.00 per wo</u>	<u>ak</u>
	Effective Date: 7/1/17	Rate: SC4 50 per we	<b>*</b>
3	The Employer shall continue to following rates:	The Heelth and Weifare Fund for each (	* RECEIVED
	Effortive Date: 18/A	Refe:N/A	_
	Effective Date:	Refe:	SEP 0 5 2013
	Effective Date:	Rate:	
	Effective Date:		CORRACT
	Elfectivo Date:	Rate:	

- 4. Contribution rate changes after the fast Effective Date set forth in peragraphs 2 and 3 shall be determined by each new collective bargaining softwarent and such rate changes shall be incorporated into this Agreement. The parties may execute an interior agreement stabilities contribution rates during the periods when a new corporate bargaining agreement is being negotisted. In the observe of an interior agreement is being negotisted. In the observe of an interior agreement, it is contribution rate required to be paid after termination of a collective bargaining agreement or the termination of this termination of this termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trusteed reserve the right to reduce bareful reveils if the contribution rate to or becomes less than the than published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a cohective bargaining agreement and during a strike except no conditions shall be due during a strike unless the Union and the Employer moturably agree in writing of the Agreement and the Employer and provide writin the participation of the Employer and provide writin tedics of their decision to the Employer specifying the date of termination of participation or the Employer is no longer obligated to by a contract or stable to contribute to the Fund(s) and the Fund(s) have received a writin notice directed to that Fund(s) and the Fund(s) have received a writin notice directed to that Fund(s) contracts. Department at the address specified above sont by certified mall writin receipt requested which describes the reason why the Employer's no longer obligated to contribute or c) the date the NuRG certifies the result of an election that termination the Union's representative stature or d) the date the Union's representative stature or d) who the Pension Fund and the Health and Welfake Fund and the termination referred to in a) or d) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or discretion of sterest referred to in c) or d) relates to only performent shall remain in effect with respect to the coher Fund. In the event an NLRB election or discretion to the remainder of the bargaining unit, this Agreement shall remain in effect with



CHARLES A MACESTEE CHARLES A MACESTEE COCASE I MACESTEE COCASE I MACESTEE COCASE MACESTEE M

OVERTICAL PROPERTY.

#### **PARTICIPATION**

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDMEALTH AND WELFARE FUND 9377 WEST INIGOINS ROAD ROSEMONT, ILLINOIS 60015-4938 PHONE: (847) 518-9600

- 8. When a sew collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fundsy Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or unportained by the paragraph, shall not be bifund on the Trustices and this Agreement and the witten agreement(s) that has been submitted to the Fundsy) as sequenced any time paragraph, shall not be before on the Trustices and this Agreement and the witten agreement(s) that has been submitted to the Fundsy) attack alone remain enforceable. The following agreements shall not be valid, a) an agreement that purpors to retrocatively reinforced the Employer's standard or or contribute to the Fernick Person Fund or of an egreement that purpors to prospectively reduce the contribution cate payable to the Person Fund or of an egreement that purpors to prospectively eliminate the duty to contribute to the Penson Fund during the stated term of a collective bargaining agreement that has been accepted by the Penson Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall cheen any full-time or partitions employee covered by a collective bargaining agreement requiring contributors to this Fund(s) and includes caused employees that term employees who work for uncertain or stepular duration) except a casual employees who work for uncertain or stepular duration) except a casual employee shall not explicitly excludes casual employees from participation in the Hariffi and Welfare Fund. Covered Employee shall not include any person employed in a managenial or supervisiony capacity or any person employed for the principal purpose of obtaining banefus from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for the period he/she receives, or is entitled to rectaive, companiation (regardless of whether the employment retainability is formatively, including show up time pay, overlimb pay, holiday pay, disability or insess pay, synditecture payment of wages which are the result of any National Lintur Rectains Board proceeding, granterizable/sition proceeding or other begoin proceeding or settlement. If the collective berganning agreement status that contributions that not be due on navity hind Covered Employees for a speciment withing period, no contributions being be due until the Covered Employees for a speciment withing period, no contributions being be so the made to the Fund(s) on both of any Covered Employee who is not working due to the stand pay are only fully even if the Covered Employee is not outlified to compensation. The Employee who is not working due to the stand have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or har absence during a posted of uniformed service as defined at 10 C.F.R. §104,3.
- 9. On or bolone the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (incusting, but not limited to new lives, leyoffs or termonations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a desinquency, a) the Employer shall be obligated to pay interest on the increase due to the 3revice) from the date when payment was due to the date when the payment is made, logether with all expenses of the creation incurred by the Fund(s), including, but not inflied to attended fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that soone after the Employer has become desinquent shall be accolarated so that the contributions owed for each celendar week (Sunday through Seturday) shall be due on the following Monday. If the Employer has to report changes in the countributions of time, the Employer must pay the contributions blad by the Health and Whitters Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminations, the participation of any Employer that tals to timely pay required contributions.
- 10. The Employer shall provide the Trustices with access to its payeob records and other portrient records when excuested by the Fund(s). If fitigation is required to either obtain access to the Employer's records or to codect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review chall be paid by the Employer and the Employer shall pay any attorneys' lives and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set tenth in any confective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s) adverse estection rule (including Special Euleon 90-7) and agrees that white this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

- 13. This Agreement shall be af respects be construed according to the taws of the United Stone. In all accords token by the Tursteer to enforce the terms of Eth Agreement, including actions to coldect desinquent contributions on to conduct eachs, the United has year within contribution of Revisions shed apply. The Employer agrees that the states of Protections and the United States of Protections and the United States of Protection and Protection of Protection and Protection of Protection of Protection and Protection of Protecti
- 14. This Agreement may not be modified or imminated without his weben content of the Fund(s). To the extent there exists any conflict between any provisions of the Participation Agreement and any provisions of the collective beganning depresent, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their day subsalated representatives, the day and year first above writing.

Redacted by lof the Treasur	U.S. Department ry		Redacted by U.S. Departing of the Treasury	rtment
Dels / S/3		Oa	tie .	
ROMURIUS MI 48176 Complete Acciese of Emp	kyer			
(734) 948-7568 Telephone Number 39-0269570	1734) 846-8508 Fex Number			
Federal Employer Identific	eson Number v to a National or Group Control	t, ಎರಡುಕ್ಕಾಗಿ ಕಿ	name of such Contract	_
te the Employer an Israean	construction company working	ರೂ ಕ ರಾಯಕಿದೆ ಪ್ರ	on a sessional basis. Ven No x	

RECEIVED

SEP 0 6 2013

Continact Department



# CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD

ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER: 0158500-0104-00614-A

	Α'			F	and control of the Central States, Southeast and
Southwest Areas Fund ("Health an classification(s):	s Pension Fund ("Per nd Welfare Fund") in	BCCOrdance v	vith its collective	bargaining	will participate in the Central States, Southeast and Southeast and Southwest Areas Health and Welfare agreement with the Union covering the following job
and any other jot	b classification covere	ed by the colle	ective bargaining	<b>a</b> greement	
1. Welfare Fund ar adopted by the	nd all amendments s rustees of the Fund(	ubsequently s) and accept	the respective E	mployer an	pement(s) of the Pension Fund and/or the Health and and regulations presently in effect or subsequently d Employee Trustees and their successors.
2.	The Employer shall	contribute to t	he Pension Fund	for each C	overed Employee at the following rates:
	Effective Date:	08/01/2013		Rate:	\$ 338.00 (follow NMFA)
	Effective Date:	08/01/2014		Rate:	\$ 338,00 (follow NMFA)
	Effective Date:	08/01/2015		Rate:	\$ 338.00 (follow NMFA)
	Effective Date:			Rate:	
	Effective Date:			Rate:	
3.	The Employer shall	contribute to	the Health and V	Velfare Fund	d for each Covered Employee at the following rates:
Effective Date:	03/31/2013	Rate	\$ 309.70		
Effective Date:	03/30/2014		\$ 340.70	<del>`</del> _	to exceed)
Effective Date:	03/29/2015		\$ 374.80	(not	to exceed)
Effective Date:		Rate			
Effective Date:		Rati	<u> </u>		
interim agreen negotiated. In bargaining agr Agreement, sh reserve the rigi benefit plan or	bargaining agreement nent establishing con the absence of an reement and prior to all be the rates in eff ht to reduce benefit in class.	t and such rat ntribution rat interim agree either the e ect on the la evels if the co	es during the pament, the contribution of a month on tribution rate is	eriods whe bution rate new collectioninated collection or become	orth in paragraphs 2 and 3 shall be determined by each ated into this Agreement. The parties may execute an a new collective bargaining agreement is being required to be paid after termination of a collective bargaining agreement or the termination of this lective bargaining agreement. However, the Trustees less than the then published rate for the applicable of the Fund(s) will continue after the termination of a partie unless the Union and the Employer mutually
agree in writing Trustees decided the date of terms and the Fund() by certified markets.	aining agreement ext g otherwise. This A le to terminate the pai mination of participation s) have received a waill with return receipt	cept no contragreement an rticipation of ton or b) the ritten notice of requested when the court of an el-	d the Employer's the Employer's no lo directed to the Funich describes the ection that terminate the terminate of the termina	s obligation provide wronger obligation (s) Conling reason when the Upperson to the provide the Upperson to th	a strike unless the Union and the Employer mutually to pay contributions shall not terminate until a) the itten notice of their decision to the Employer specifying ited by a contract or statute to contribute to the Fund(s) tracts Department at the address specified above sent by the Employer is no longer obligated to contribute or mion's representative status or d) the date the Union's elevent the Employer participates in both the Pension or b) relates to only one Fund, then this Agreement

Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

AL OSO TOUGKING COMPANY	Local Union No. 614
Redacted by U.S. Department of the Treasury	
	Representative Signature
408/13 ALGER TRUCKING Co.	Printed Name and Title
Date / 28650 HILDEBRANDT	Date
Romulus, MI 48174 Complete Address of Employer	
734-946-7556 734-946-8609 Telephone Number Fax Number	
Telephone Number Fax Number	
Federal Employer Identification Number	
If the Employer is signatory to a National or Group Contract, Indicate the	e name of such Contract:
Is the Employer an itinerant construction company working on a project	or on a seasonal basis? Yes No

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CONTRACT DEPARTMENT



Effective Date:

### PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

( <u></u> )	ACCOUNT N	IUMBER:	
Southwest Ai Fund ("Health	reas Pension Fund ("Pension Fund")	and/or the Central States, S	will participate in the Central States, Southeast and Southeast and Southwest Areas Health and Welfare agreement with the Union covering the following job
and any other	r job classification covered by the colle	ective bargaining agreement.	
	i and all amendments subsequently a	adopted as well as all rules	ement(s) of the Pension Fund and/or the Health and and regulations presently in effect or subsequently d Employee Trustees and their successors.
2.	The Employer shall contribute to the	ne Pension Fund for each Co	overed Employee at the following rates:
	Effective Date:	Rate:	<u>°820/hr.</u>
	Effective Date:	Rate:	
3.	The Employer shall contribute to the	ne Health and Welfare Fund	for each Covered Employee at the following rates:
	Effective Date:	Rate:	\$ 8.20/hr.
	Effective Date:	Rate:	not to Exceed, 90/hr.
	Effective Date:	Rate:	
	Effective Date:	Pate:	

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

Rate:

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mall (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund If the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- Dn or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

The Allen Company Employer Name	Local Union No89
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Pri 8/28/2014	5-25-14
Date	Date
2009 Atkinson Ave. Ste. 200	
Lexington, KY 40509 Complete Address of Employer	
841.543-2361 859-543-2369	
Telephone Number Fax Number	
61-011999 Federal Employer Identification Number	
If the Employer is signatory to a National or Group Contract, indic	eate the name of such Contract:
Is the Employer an itinerant construction company working on a p	project or on a seasonal basis? Yes No

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CONTRACT DEPARTMENT



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/MEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 600 18-4938
PHONE: (847) 518-9800

EMPLOYEE TRUSTEES
FREE DE DANS
JERRY YOUNGER
GEGNELE L WESTLEY
CHARLES A WHOSREY
PHLIP E YOUNG

EMPLOYER YEUGTERS HOWARD MEDOUGALL ARTHUR IN BUNTE, JR. TOMAL VENTURA GAMY & CALDWELL CHRISTIFFIER & LANGA

EXECUTIVE DIRECTOR

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Walfare Fund ("Health and Walfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(e): Warehouse, Truck Drivers, Burners, Mainterance, Lincus and any other job classification covered by the collective bargaining agreement.

- 1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adapted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.
  - The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

Effective Date: 4/13/2010 Rate: \$91.80

Effective Date: 4/13/2011 Rate: \$99.10

Effective Date: 4/13/2012 Rate: \$107.00

Effective Date: 4/13/2013 Rate: \$115.60

Effective Date: 4/13/2014 Rate: \$124.80

3. The Employer shall contribute to the Health and Welfere Fund for each Covered Employee at the following rates:

 Effective Date:
 4/13/2015
 Rete:
 \$134.80

 Effective Date:
 4/13/2016
 Rate:
 \$145.60

 Effective Date:
 Rate:
 Rate:

 Effective Date:
 Rate:
 Rate:

- 4. Contribution rate changes after the last Effective Data set forth in paragraphe 2 and 3 shall be determined by each new collective bergaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement symbilizating contribution rates during the periods which a new collective bergaining agreement is being negotiated. In the streampe of an interim agreement, the contribution rates required to be paid after termination of the collective bergaining agreement and prior to either the execution of a new collective bergaining agreement. However, the Trustees reserve the right to radiuse benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until. a) the Trustees decide to terminate the participation of the Employer's obligation notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department all the prehimper specified above sent by certified mail with return necestric requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that ferminates the Union's representative status and the date the Union's representative status arminimizes through a valid disclaimer of interest. In the event the Employer participation in both the Pension Fund and the Health and Walfars Fund and the termination referred to in e) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event in NLRB election or disclaimer of interest referred to in e) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
- 6. When a new collective bargaining agreement is algorid or the Employer and the Union agree to change the collective bargaining agreement; the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (relists receipt requested) at the address apacified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement that her been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid; a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospocitively reduce the contribution rate psyable to the Pension Fund or c) an agreement that purports to prospocitively aliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective temperaturing agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/savarance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/erbitration proceeding or bitter legal proceeding or sattlement, the collective bergoining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, in contributions shall be due until the Covered Employee to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month, and must pay all contributions award for the prior month. In this event of a delinquency, s) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the data when payment was due to the data when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, atternays fews and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be eccelerated by that the contributions award for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer falls to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Weifare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that falls to timely pay required contributions.
- 10. The Employer shall provide the Trustams with access to its payrell records and other partinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to called additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any disputs concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the illinois tan year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this treatment to be executed by their duty authorized representatives, the day and year first above written

Alma Charl Communition.	•
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Printed Name and Title	
4/17/10	5/10/10
3100 E. High St. PO Box 927	Pate RECEIV.
Jackson, Michigan 49204 Complete Address of Employer	MAY 2 5 2010
517) 787-5500 517, 787-6390 Telephone Number Fax Number 38-1300597	CON" DEPA
Federal Employer Identification Number	
If the Employer is signatory to a National or Group Contract, indicate	the name of such Contract:
is the Employer an itinerant construction company working on a pro	ject or on a sessonal basis: Yes No X



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUNDIHEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, LLINOIS 600184938
PHONE (847) 518-9800

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ENECUTIVE DIRECTOR HOMEDIA EURALANGA

	As and Creates Emillioned
THIS AGREEMENT sets forth the terms under which and Southwest Areas Penson Fund ("Penson Fund") and/or the Wetters Fund ("Heath and Wetters Fund") an accordance with it job classification (s) of: Building Materials	the Employer will participate in the Central States, Southeast, he Central States, Southeast and Southwest Areas Health and its collective bargaining agreement with the Union covering the
and the second Constants study to be brained	by the Trust Agreement(e) of the Pension Fund and/or issertly in affect or subsequently adopted by the Trussess of Trustees and their successors.
The Employer shall contribute to the Pension one) (the ** Contribution Panad**) for each Covered Employee at	Fund per week
Effective Date: March 16, 2005	254.00
Effective Date: March 16, 2006	Rate 561 00 CONTRACT
Effective Date: March 16, 2007	Rate: \$61.00
Effective Date:	Rate:
Effective Dake	
<ol> <li>The Employer shall contribute to the Heat for each Covered Employee at the following rates.</li> </ol>	afth and Welfare Fund per week (the "Contribution Period")
Effective Date.	
Effective Date:	Rate:
Effective Date:	Rate:
Effective Date:	Rabe:
Effective Date	Rate:

- 4 Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into IIIII. Agreement, The parties may execute an interin agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated in the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the tast day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a centract or provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a centract statute to committee to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts statute to committee to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts statute to committee the except requested which describes the Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer perforpates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.
- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)" Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this peragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.
- 7. For purposes of this Agreement, the lerm Covered Employees shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

  37.10.55

- The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or as anitide to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overhime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grevance/arbitration proceeding or other logal proceeding or settlement. If the cotective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to itness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have conewise been payd on any Covered Employee who is a reemployed sense member of former service member but for his or her absence during a period of uniformed services defined at 10 C F R §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee work force, including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay an contributions owed for the prior month. In the event of a delinquency, a) the Employer shill be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s). Cluding, but not irmited to, attorneys fees and costs and bill the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become definiquent shalf be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer falls to report changes in the covered work force on time, the Employer must pay the contributions brilled by the Health and Welfare Fund regardless of actual terminations, leaves of absence, tayoffs or other changes in the work force. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when reducated by the Fund(s), if figation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employers obtigation to pay contributions to any gnevance/arbit abon procedure set forth in any cotective bargaining agreement. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special 8d etin 90-7) and agrees that white this Agreement remains in effect, it will not enter imp any agreement that violates the adverse selection rules.
- 13. This Agreement shall in all respects be construed according to the laws of the Urited States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contractions or to conduct audits, the timois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employers rability.
  - This Agreement may not be draftly modified or terminated.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, this day and year first above written.

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

Printed Name and Title

400 West Aoch Street

Bioomingum, MN 55420

RECEIVED

Complete Address of Employer

Telephone Number

75-1872487 Federal Employer Number MAY 1 1 2005

CONTRACT DEPARTMENT

If the Employer is signalory to a National or Group Contract, Indicate the name of such Contract:



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDITIEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSENIONT, ILLINOIS 60018-4938 PHONE (847) 518-9800 DMPLOYEE PROFES A FRED GEGARE JAGETY YOUNGER GEORGE J. WEB'LLEY CHARLES A. WHOOREY FRED E. YOUNG

EMPLOYER THRETONS
HOWNED MICOURALL
ARTHUR HI BURTE JA
HOME T CALOMELE
CHRISTOPHER J LANGAN
CHRISTOPHER J LANGAN

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mei <b>job</b> classif	cation covered by the collective b	archouse and any surgering agreement.
1.	The Union and Employer agree to	o be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and adopted as well as all rules and regulations presently in effect or subsequently pt the respective Employer and Employee Trustees and Their successors
2.	The Employer shall contribute to	the Pension Fund for each Covered Employee at the following rates
	Effective Date: 11/14/2004	Rate: _155 00
	Effective Date:	
	Effective Date	
	Effective Date:	Rate
	Effective Date	
3 olowing rales	The Employer shall contribute to	o the Health and Welfere Fund for each Covered Employee at the
	Effective Date:	Rale:
	Effective Date:	Rater
	Effective Datet	Rate
	Ettective Date	Rate
	Effective Oate	Rate

- Contribution rate changes after the last Effective Date sot forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parass may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the farmination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit lavels if the contribution rate is or becomes less than the litering but had on the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate unit a) the Trustees decide to terminate the paracipation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of paracipation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Lund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of marks. In the circuit in Employer participates in both the Pennion Fund and the Health and "Verifiera Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the care.
- 6. Which a new corective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s). Contracts Department by certined mait (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trusteds and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid; a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contributed duty to contribute to the Fund(s), b) an agreement that purports to prospectively reduce the contribution race payable to the Pension Fund or c) an agreement that purports to prospectively of minate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any rull-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and induces casual employees (it is short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement excludes casual employees from participation in the Health and Welfare I und. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

- The Employer agrees to ramit contributions on behalf of each Covered Employee for any period hershe receives, or is entitled to receive, compensation (regardless of whether the employment relacondring is terminated), including show up time pay meditime pay, holiday pay, disability or filness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievence/arbitration proceeding or other legal proceeding or settlement, if the deflective bargaining agreement states that contributions shall not be due on nearly hired Covered Employees for a specified waiting period. If required by the applicable coffective bargaining agreement, contributions shall be due on nearly hired covered Employee who applicable coffective bargaining agreement, contributions shall pay and be obtained by the applicable coffective bargaining agreement, contributions shall pay and be not working due to tiliness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. § 104.3
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, tayoffs of terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a definquency, a) the Employer shall be obligated to pay interest on the months due to the Fund(s) from the date when payment was due to the date when the payment is made, together with a expenses of corection incurred by the Fund(s) including, but not limited to, altomers' fees and posts and b) at the option of the Trustees of their delegated representative the payment of contributions that abords after the Employer has become desirquent shall be accelerated so that the contributions mixed for each calendar week. (Sunday Phough Saturday) shall be due on the rollowing Monday. If the Employer falls to report changes in the covered workforce on time, the Employer must pay the contributions bitled by the Health and Mediane Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce, the Trustees reserve the right to reminate the patterpation of any Employer that face to timely pay required combutions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If fingation is required to extrer obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/subtration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Buhatin 90-7) and agrees that while this Agreement remains in effect. It will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- This Agreement shall in all respects be construed according to the taws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions on to conduct studies, the illimois ten year written contract statute of limitations shall apply. The Employer agrees the the statute of limitations shall not begin to accrue with respect to any unpeid contributions unal such time as the Fund(s) receive sclual written notice of the existence of the Employer's Fabrity.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized

Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
5/15/07	<u>5-18-07</u> Date
3773 STATE RIL	
CUYAHOGA FALLS, OH 44223	RECEIVED
339 922-2123 334 922-5373	MAY 2 5 2007
Telephone Number Fax Number 75 - 187248 7	CONTRACT
Federal Employer Identification Number	* . 4
If the Employer is signatory to a National or Group Contract, indicate t	he name of such Contract:



### CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938

PHONE: (847) 518-9800

#### ACCOUNT NUMBER:

and any other	job classification covere	ed by the collective barg	alning agreement.		
	and all amendments s	ubsequently adopted as	s well as all rules	ement(s) of the Pension Fund a and regulations presently in e d Employee Trustees and their	ffect or subsequently
2.	The Employer shall	contribute to the Pension	n Fund for each C	overed Employee at the following	ng rates:
	Effective Date:	05/01/2014	Rate:	\$29.80 PER DAY	
	Effective Date:	05/01/2015	Rate:	\$31,00 PERDAY	_
	Effective Date:	05/01/2016	Rate:	\$32.20 PERDAY	_
	Effective Date:		Rate:		<u>_</u>
	Effective Date:		Rate:	<u> </u>	_
<b>3</b> ,	The Employer shall	contribute to the Health	and Welfare Fund	for each Covered Employee at	the following rates:
	Effective Date:	04/27/2014	Rate:	\$ 10.10 PER HOUR	<del>_</del>
	Effective Date:	04/26/2015	Rate:	\$ 10.40 PER HOUR	_
	Effective Date:	05/01/2016	Rate:	not to exceed\$12.20 PER HOUR	
	Effective Date:		Rate:		<del></del>
	Effective Date:		Rate:		

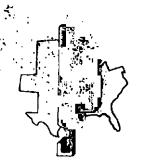
- Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an Interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to In a) or b) relates to only one Fund, then this Agreement

snall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph; shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement, if the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104,3.
- On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welface Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that falls to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives; the day and year first above written.

Redacted by U.S. Department	Local Union No. 135
of the Treasury	Redacted by U.S. Department
<del></del>	of the Treasury
	· mage rearie and flue
Date 6 (23   15	7/27/15
Date V	Date
PU 60% 557	
Lawrenceville IL 62439	
Complete Address of Employer	RECEIVED
618-943-4716 618-943-4149	
Telephone Number Fax Number	JUL 3 1 2015
37-0864307	CONTRACT
Federal Employer Identification Number	DEPARTMENT
If the Employer is signatory to a National or Group Contract, indicate the	iname of such Contract:
Illinois Heavy/Highway	
Is the Employer an itinerant construction company working on a project	Or on a consequent basis? We will
torking on a project	or on a seasonal basis? Yes XX No



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938

PHONE: (847) 518-9800

EMPLOYEE TRUSTEES FRED GE GARE JERRY YOUNGER GEORGE J. WESTLEY W. P E. TOUNG

EMPLOYER TRUSTEES HOWARD MCCOUGALL ARTHUR III BUNTE, AR TONL I VENTURA GARY F. ENDWELL CHRISTOPHER LANGAH

EXECUTIVE DIRECTOR THOMAS C. HTHAN

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): FT & PT WAREHOUSE & STRIPPER/UTILITY other job classification covered by the collective bargaining agreement.

The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2.	The Employer shall contribute to the P	ension Fund for each Cov	vered Employee at the	following rates:		
	Effective Date:	Rate:				
	Effective Date:	Rate:			•	
	Effective Date:	Rate				
	Effective Date:	Rale:	<u> </u>			
	Effective Date:	Rate:				
3.	The Employer shall contribute to the H following rates: PI.AN TA - 1  Effective Date: 7/3/11	NO RETIREE		FAMILY	PER	WEEK
	Effective Date: 7/1/12	Rate:	<b>\$ 101.9</b> 0	\$246.40	PER	WEEK
	Effective Date: 6/30/13	Rate:	\$ <u>112.6</u> 0	\$273.80	PER	WEEK
	Effective Date: 6/29/14	Rate: TBD				
	Effective Date: <u>6/28/15</u>	Rate: TBD				
4.	Contribution rate changes after the last	Effective Date set forth in (	paragraphs 2 and 3 sh	all be determined to	у	

- each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being regettated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminales the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to inic) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit
- When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

- For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or trregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the prindpal purpose of obtaining benefits from the Fund(s).
- The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacution pay or the payment of wages which are the result of any National Labor Relations Board proceeding, gnevance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no con ributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entilled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or lerminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on lime, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- The Trustees shall not be required to submit any dispute concerning the Employer's obligation to day contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Butletin 90-7) and agrees that while this Agreement remains in effect. It will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct 13. audits, the III nois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly

authorized representatives, the day and year first above written.  THE AMERICAN BOTTLING CO.	43
Employer Name	Redacted by U.S. Department
Redacted by U.S. Department	
of the Treasury	of the Treasury
CHINES INDING BIRD THE	/ -21-11
7-5-11	Date 6-21-21
Date	
400 N WOLF ROAD / SUITE A	RECENTO
NORTHLAKE, IL 60164	
Complete Address of Employer	'JUL <b>1</b> 5 2011
708 449-2600 708 562-4754	<b>▼</b> = ::
Telephone Number Fax Number	CONTRACT
38-3246978	DEPARTMENT
Federal Employer Identification Number	
ing to the state of the state o	NO No the name of such Contract:
lf the Employer is signatory to a National or Group Contract, indica	ald file tigue of agest comment
s the Employer an itinerant construction company working on a pr	roject or on a seasonal basis: Yes No X



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDHEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT. ILLINOIS 60018-4938

PHONE. (847) 518-9800

employee Thussees Fred George Arty Younger Bronde J Westley Charles & Woodstr There's Young

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EXECUTATE DATECTOR

THIS AG	REEMENT sets	s forth the terms under which th	<ul> <li>Employer will participa</li> </ul>	te in the Central States, Southeast
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other job classific:	ation covered b	y the collective bargaining agre	ement.	and any
0. 12. 100 0.000		) are consolite on Bouning ing.	***********	
and Welfare Fund	i, all ruigs and i		subsequently adopted t	the Pension Fund and/or the Health by the Trustees of the Fund(s) and
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Ė	ffective Date:		Rate:	EEB 1 < 2005
E	ffective Date:	<del></del>	Ranex	CONTRACT
3 T	he Employer sh	will contribute to the Heath and V		out (choose one) (the "Contribution
Penod") for each (	Covered Emplo	yee at the following rates:	TOTAL OF THE POT MEETING	so (alloose one) (cite constitution
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each new collective execute an interim Is being negotiated collective bargaining of this Agreement,	e bargaining ag j agreemant est d. In the absen ng agreement a shait be the rati he right to redu	preament and such rate changes lablatung contribution rates during tice of an interim agreement, the and prior to either the execution of the ineffect on the last day of the see benefit levels if the contributions.	shall be incorporated into ing the periods when a ne contribution rate require of a new collective bargal terminated collective to	of this Agreement. The parties may well-enter by a colective bargaining agreement of a ning agreement or the termination of a ning agreement or the termination realizing agreement. However, the set than the then published rate for
collective bargaining the Employer mutual terminate until eithe Employer or b) the received a widten is with return receipt the Employer particle.	ng agreement a lally agreem where) the Trush Employer is no notice directed requested whice opates in both	and during a strike except no con tring otherwise. This Agreement 1995 decide to terminate the Agr o longer obligated by a contract to the Fund(s) Contracts Depail 21 describes the reason why the	itributions shall be due do tand the Employer's oblig reement and provide writer or statute to contribute to thent at the address spe Employer is no longer of thand We fare Fund and	continue after the termination of a uring a strike unless the Union and jation to pay contributions shall not ten notice of their decision to the the Fund(s) and the Fund(s) have cofied above sent by certified mail chigated to contribute. In the event the termination referred to in a) or other-Fund.
collective bargainit Contracts Department	ng agreement, hent by certific	the Employer shall promptly so ed mail (return receipt request	ibmil the entire agreeme oil) at the address spec	ind the Union agree to change the int or modification to the Fund(s)* citled above. Any agreement or ormitted to the Fund(s) as required.

by the paragraph, shall not be binding on the Trustees and this Agreement and the written agreements) that has been

covered by a collective bargaring agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or megular duration). Covered Employee shalt not Include any person employee in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or participle employee

submitted to the Fund(s) shall atone remain enforceable

- The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is enbited to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay overtime pay, holiday pay disability or litness pay, layoffisoverance pay, vacation pay or the payment of wages which are the result of any National Labor Rotations Board proceeding, grevance/artistration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly nired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on cenal of any Covered Employee who is not working due to timess of injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must day at contributions owed for the prior month. In the event of a detinquency, a) the Employer shall be obligated to pay interest on the morries due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attornery's fees and costs and by at the option of the Trustees or their detegated representative, the payment of contributions that accura after the Employer has become definquent shall be accelerated so that the contributions over for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions balled by the Health and Weitere Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payros records and other pertinent records when requested by the Fund(s). If libgation is required to either obtain access to the Employers records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employers obligation to pay condibutions to any grievance/artitrubon procedure set form in any ordinative bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rules (including Special Bulletin 90-7) and agrees that white this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.
- 13. This Agreement shall in all respects be construed according to the taws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions onto Conduct audits, the Illinois terliyear written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be orally modified or remnated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

	•
	Representative Signature
	Parties Name and Title
Innted Name and Title	
February 8, 2005	Date
Date	
2.O BOX 36	DOTTEN TO A TOPE &
au Claire, YVI 54702	BEOREASD
Complete Address of Employer	
715) 835-2251 / 715) 835-3324	FEB 1 & 7005
felephone Number Fax Number	COMMACT
56-2484268	DIPARTIMENT
ederal Employer Number	
f the Employer is signatory to a National or Group Contract, in	dicate the name of such Contract:

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### PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800 EMPLOYEE TRUSTS EX FRED GEGARE ERRY YOUNGER GEORGE / WESTLEY CHARLES A WHITCHY PHILD E YOUNG PHILD E YOUNG

EMPLOYER THUSTEES
HOWARD UIDOUSALL
ARTHUR H BUNTELUR
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CANKL J ERUTTO
GANK J ERUTTO

EXECUTIVE DIRECTOR THORAS C WHAN

THIS AGREEMENT sets for thithe terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the lob classification(s) contained in the Collective Bargaining Agreement and those amployees that were existing employees of Americas Propane (previously not covered by Central States Pension Fund) prior to the purchase of Columbia Propane and all now employees performing work covered by the Collective Bargaining Agreement..

- 1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.
- 2. The Employer shall contribute to the Pension Fund week (the "Contribution Period") for each Covered Employee at the oflowing rates:

OEPT,	က	Effective Date: 04/01/2002	Rate:\$.40.00	
<b>1</b>	6:3	Effective Oate: <u>04/01/2004</u>	Rale:\$_44.00	-
	3. <sup>4</sup> € Co⊻are	The Employer shall contribute to the Heal d Employee at the following rates:		oose one) (the "Contribution Pence")
) Q3,	_ ၁	Effective Date: N/A	Rate: <u>N/A</u>	• • • •
ECEIVEI	30 60	Effective Date:	Rate:	•

- 4. Contribution rate changes after the last Effective Date set forth in naragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. Health and Welfare contribution rate changes after the last effective date shall be determined by the Board of Trustees in order to maintain the same level of benefits. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated to a statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.
- 5. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall aiche remain enfo deable
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short form employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal outpose of obtaining benefits from the Fund(s).
- 6. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, no iday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the 37.10.66

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result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified walting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.

- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, tayo is or terminations) which accurred during the prior month and must pay at contributions owed for the prior manth. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expanses of collection incurred by the Fund(s), including, but not tim ted to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become do inquent shall be accolerated so that the contributions awad for each calendar week (Sunday through Saturday) shall be due on the following Manday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If Illigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Emptoyer's obligation to pay contributions to any orderance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rules (including Special Bullatin 90-7) and egrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.
- This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect de inquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Func(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement this Participation Agreement and any provisions of the collective bargaining agreement this Participation Agreement and any provisions of the collective bargaining agreement this Participation Agreement and any provisions of the collective bargaining agreement this Participation Agreement and any provisions.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Americas Propane Employer Name	Local Union No. 769
Re	Representative Signature
<u>Fr</u>	Printed Name and Title
PO Box 965	<del></del>
Valjoy Forge, PA 19482 Complote Address of Employer	· <del>·</del>
<u>[ 610 }337-7000                                </u>	
Telephone Number Fax Number	<del></del>
23-2800532 Federal Employer Number	<del></del>
If the Emproyer is signatory to a National or Group Co	entract, indicate the name of such Contract:
Is the Employer an itinerant construction company wo	



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER: 0278561-0100-00641A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): tull-time - part-time employees at Newark Liberty International Airport

and any other Job classification covered by the collective bargaining agreement.

- 1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.
  - 2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

Effective Date:	09/30/2010	Rate:	\$20.20/week
Effective Date:	07/31/2011	Raje:	\$21.60/week
Effective Date:	07/29/2012	Rate:	\$23.50/week
Effective Date:		Rate:	
Effective Date:		Rate:	

The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

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Effective Date:	Re	ate:	 		
Effective Date:	Ra	ate: į	 		
Effective Date:	Ra	ato:	 		
Effective Date:	Re	BtB:	 		
Effective Date:	Ra	ete:	 	<del></del>	

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such fate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates journing the periods when a new collective bargaining agreement is being negotiated. In the absence of an Interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the than published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate untill a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of invinination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the pargaining unit, this Agreement shall remain in effect with respect to the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work (or uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- Employee workfo ce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer falls to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that falls to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duty authorized representatives, the day and year first above written.

ANDCO CYCTEN DAD		Local Union No.	641
		-	
LINIO IASIUS SU 1 HIS	<del>-</del>	-	
July 5, 2012		8/23/12/	
Date		Date	
1459 Hamilton Ave	элие		
Cleveland, OH 441	114	-	
Complete Address of Emp	ployer	-	
216-367-790 <del>1</del>	216-621-3153		
Telephone Number	Fax Number	•	
95-2495556			
Federal Employer Identific	cation Number	-	
If the Employer is signetor	ry to a National or Group Contract, inc	ficale the name of such Contract:	
Is the Employer an itineral	nt construction company working on a	project or on a seasonal basis?	Yes No



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDMEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEATONT, ILLINOIS 500184938 PHONE: (847) 518-9800

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THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast, and Southwest Areas Pension Fund (Pension Fund') and/or the Central States. Southeast and Southwest Areas Health and Welfare Fund (Health and Welfare Fund') in eccordance with its collective bargarning agreement with the Union covering the job classification (s) of Drivers

2.	The Employer shall	contribute to the Pension Fur	d per Week		week/day/hour (choose
e) (the * Cot	nintration Period") for ear	th Covered Employee at the			
	Effective Date: M	arch 15, 2006	Ratet	\$179.3 <u>0</u>	_
	Effective Date: M	arch 15, 2009	Rate;	\$193 <b>60</b>	_
	Effective Date:		Rale:		- <del>-</del>
	Effective Date:		Rate:		_ <del>_</del>
	Effective Date:		Rate:		_
3.		contribute to the Health	and Welfare Fund	per weck (the	*Contribution Period*)
	ered Employee at the	sulfowing rates:			
	Effective Date: M	arch 30, 2008	Rate:	\$2 <u>37,70</u>	_
	Effective Date: <u>kl</u>	arch 29, 2009	Rete:	\$251.70	_
	Effective Date		Rete: _		_
	Effective Date: _	<del></del>	Rate; _		<u> </u>
	Effective Date:		Rate: _		
greenedi new collection required two collections of	by each new collective. The parties may executive bargaining agreements to be paid after term to bargaining agreements at a collective hards.	changes after the last El- ip bargaining agreement use an interm agreement neat is being negociated. I inction of a collective barg ant or the termination of the ning agreement, However es less than the then public	and such rate CNS establishing contri nithe absence of a paining agreement is Agreement, shau tine Trustees ress	inges shall be button rates do interior agree and prior to elubo the rates is shown the right to entre the right to	interperated with in- the periods whe ement, the contribution ther the execution of a n effect on the less day o reduce banafit level
inke unles: Digation to rovide with latute to co lepartment lesson Willy ension Ful	of a collective bargains the Union and the Elipay contributions the len notice of their decontribute to the Fundia at the address specific the Employer is no kind and the Health and	and the obligation to paining agreement and during implayer mulually agree in it not terminate until either ision to the Employer or it and the Fund(s) have recied above sent by certher onger obligated to contrib Welfare Fund and the term effect with respect to the	a strike except in writing otherwise.  a) the Trustees do by the Employer is eived a written no mail with return rute. In the event the minaton referred to the strike except the except the strike except the except the strike except the strike except the strike except the except the strike except the except the strike except the except the strike except the except the except the except th	o contributions This Agreems acide to termin no langer obli- tice directed to accipt request the Employer (	cent and the Employer and the Agreement an age to the Agreement an age to the Fund(e) Contract to the Fund(e) Contract which describes the participates in both the
6. Ollactive Di	When a new collecting agreement,	tive bargaining agreemen the Employer shall promi by carlified mail (return re thailfects the Employer's o	t s signed or the li hity submit the en count requested).	at the Eddress	specified above. A

the Fund(s) as required by this paragraph, shall not be binding on the Trustees and his Agreement and the written

7. For purposes of this Agreement, the term Covered Employees shall mean any fuf- me or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes caleual employees (i.e. short term employees who work for uncertain or regular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining

agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.

benefits from the Fund(s).

- B. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment retailorship is terminated), including show up time pay, overtime pay, tolday pay, disability or itiness pay, retailorship is terminated), including show up time pay, overtime pay, tolday pay, disability or itiness pay, layoffseverance pay, vacation pay or the payment of wages which are the result of any National Labor Relations layoffseverance pay, vacation pay or the payment of wages which are the result of any National Labor Relations and proceeding, or settlement if the collective Board proceeding, or settlement if the collective bargaining agreement states that contributions shall not be cue on newly hired Covered Employees for a specified bargaining agreement states that contributions shall also be made to the Faund(s) on required by the applicable collective bargaining agreement contributions shall also be made to the Faund(s) on behalf of any Covered Employee who is not working due to Timess or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any entitled to compensation is a recomployed service member or former service member but for his or her absence during a period of uniformed services defined at 10 C F R, §104.3,
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee work force (including, but not limited to new hires, tayoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In he event of a delinquency, a) the Employer shall be obligated to pay interest on the months due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attornays' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become detinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday, if the Employer fails to report changes in the covered work force on time, the Employer must pay the contributions bifled by the Health and Wetfare Fund regardless of actual terminations, leaves of absence, tayoffs or other changes in the work force. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If lingation is required to either obtain access to the Employer's records of to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any afformacy fees and costs incurred by the Fund(s).
- 11. The Trustices shall not be required to submit any dispute concerning the Employers obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement. To the statent there exists any conflict between any provisions of this Participation Agreement and any provisions of the cotective bargaining agreement, this Participation Agreement shall control.
- 12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rules (including Special Butletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement that violates the adverse selection rules.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquant contributions or to conduct audits, the Itimois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such timo as the Fund(s) receive actual written no be of the existence of the Employers liability.
  - This Agreement may not be orally modified or terminated.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duty authorized representatives, this day and year first above written.

Ampro Services, Inc.	<u> </u>
	Redacted by U.S. Department
Redacted by U.S. Department	of the Treasury
of the Treasury	Кергезопания
	Signatura Biod Slawson, Se., Secretary-Treasurer 120
	Printed Name and Title
7 (11)00	
P.O. Box 65134	
St. Paul, Minneseta	
Complete Address of Employer	
651-638-5555	and the same of th
Telep'sone Number	
41-1831093	
Federal Employer Number	
If the Employer is signatory to a National or Grou	ip Contract, Indicate the name of such Contract:
ti Are Pitcheda, in all organia	·
	r ner
te the Employer an itinerant construction compar	ny working on a project or on a seasonal basis. Yes 🔛 No-🞑
19 DIG CHAPLOS OF CHAPTER AND	•

SENT BY: TEANSTERS LOCAL 705

Fax:8475189773

: 1- 7- 3 : 12:04 :

Jan 7 2003 11:35 LOCAL 705→

10:28

P. 02

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## PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 1377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4986 PHONE: (847) 518-9600

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POWERS MADDINGS AND TOTAL AND THE PROPERTY AND THE PROPER 

THES AGREEMENT ands forth the terms under which the Employer will perticipate in the Control States, Boulheast and Southwest Areas Pension Fund ("Pension Fund") and/of the Central States. Southwest and Southwest Areas Pension Fund ("Pension Fund") in accordance with its collective bargaining agreement with the collective Fund ("Health and Westers Fund") in accordance with its collective bargaining agreement with the collective fund covering the job classification(s) at Driver, Warehousemen, Helpans, Warehousemen and any other job classification operand by the collective bargaining agreement.

a	The Employees of	hall contribute to the Petil	ton ffund per	Day	week/day/hour (ctv
a) (the To	intribution Period")	or cean Dovered Employ	no at the following	TM/60	
-	Effective DeM	03/15/2 /	Ross	\$13.00	
	@flactive Date:	03/16/9003	Platex	\$18.60	
	grecive Dale:	08/16/2004	Rate;	\$17.AU	
		03/4 B/2005		\$17.90	
			<b>Fate:</b>		<del></del>
a. Sontribution	The Confessor	shall contribute to the He Covered Employee at the	eith and Welfare following relies:	Fund per w	sekuları. (apdase dua
L	Effective Cale:		Plate:		
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- determinate by second rese expected outgained agreement and over rese oriented and over rese or second and this Agreement. The purises may succeed an interim agreement setablishing cancerdate rates during the periods when a new sellective being dispersion is being regotated. In this scales of an extensive agreement and prior to either the execution of a rate had being the paid after termination of a collective bargeting agreement, and prior to either the execution of a new sellective purposed in the last of the remination of the Agreement, and so the rate and on the last day of the barraness scalective bergerising agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is at becomes issue then the trust published rate for the set 0 of 1 benefit plan or done.
- 6. If the property of the obligation to pay contributions to the Fund(s) will continue after the termination of a solid. In payability agreement and during a strike except no contributions shall be due during a strike unities are through and the Employer's problem to pay contributions shall not terminate until alternal the Transmiss dealer to be form into the Agreement and alternated the terminate until alternated the Transmiss dealer to be accordantly a contribute to the fund of the Fund(s) have reserved a written notice described the Fund(s) for the plant the fundament and the Fund(s) have reserved a written notice described a strike the advanced and the Fund(s) have reserved a written notice described and the fund(s) for the fundament and the fundament that the payability of the fundament and the fundament a Secure by consider to the runsing and the runsing prove received a water modes describe a tip runsing Contracts Caparament at the address equalities above part by a run of mail with return moneys requested which was the treatment with the reason why the secure is no larger obligated to contribute. In the event the Employer participates is both the Pentiton Fund and the termination referred to in a) or b) relates to only one Fund, then the Agreement study event that the contribute the only one Fund, then the Agreement study event are fined with respect to the other Fund.
- agreement(p) that has been submitted to the Fund(a) shall alone remain enforcesole-
- For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring constantions to the Fund(s) as not furth in Article 6 of the analysis bargaining agreement amployed, between Local Union 705 and the Employer. Covered Employee shall not include any parent employed in a managerial or supervising agreemy array person amployed for the principal purpose of abtaining hancits from the Fig. 4(s).

Fax:8475189773

- Jan 7 2003 11:35

P. 03

SENT BY: TEANSTERS LOCAL 705 ; 1- 7- 3 : 12:04 ;

LOCAL 705-4 Jan 7 2003 10:29

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The Employer agrees to rent constitutions of behalf of each Covered Employee who receives, or is difficial to receive, companisation for any part of the Go offer, in Period (reportless of whether the employment relationship is terminated), including offers up time pay, evertime pay, holiday pay, disability or linear say, importance pay, vaccifor pay or the payment of wages which are the result of any National Labor Relations Board proceeding, greencess thirteen proceeding or other hand, preparedly or suffering agreement of the collective benganing agreement states that contributions is will not be due on the by himse Covered Employees for a specified welling parted, no contributions shall be due until the Govered Employee completes the specified welling ported. If required by the applicable collective transpiring agreement, here are engineering to be made to the fundity or; behalf of any cavered Employee who is not working due to these or rejuy above the covered Employee in not arrived to the covered Employee in the covered Employee in the covered to the covered Employee of the covered Emplo comparestion. The Employer shall pay any committations that would have otherwice bear paid on stry Covered Employee who is a re-employed service member or larger service member or larger paying. of uniformed werrice as defined at 10 C.F.R. \$1043.

- OR OF DEBOTE the 1601 day of each month, the Employer must report to the Fund(a) any change in the Covered Employee workfarce (including, but not limited to new litres, toyoffe or terminations) which occurred during the erior manufication and must pay all contributions owed for the prior manufic. In the event of a definquency, a) the The province and the pay of control of the pay is provinced by the province of the province of the provinced by the payment of a deliminary, as the property of the payment is not to pay the payment of the Health and Walters Fund regardless of screen seminations, leaves of absences, layoffs or other cramps in the worldone. The Trustees receive the right to terminate the performance of any Employer that talk to timely pay meulitus contributions.
- The Employer shall provide the Trustees with accept to its payrell records and other pertinent records when requested by the Fundie). If Digetter to required to either about access to the Employer's records or to collect accessed by the Fundie) in conducting the review of the records; all sould be the review of the review of the records; all sould be the review of the review of the review. shall be paid by the Employer and the Employer shall pay any attempys' fees and cooks incurred by the Fund(e).
- 11. The Trustees shall not be required to eithmit any dispute concerning the Employer's obligation to pay contribution at any grievance/erbitrition procedure set forth in any adjective pergating agreement.
- The Employer actoromodegae that I is aware of the Fund(s) advance selection rules (including Special Bullicin 89-7) and agrees that wife this Agreement remains to affect, it will not under into any agreement or engage in any practice that violates the adverse solection rules.
- 13. This Agreement shall in all respects be construed eccording to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this hand, including actions to collect desiration on somethylione or to configure the United State (in a United States) where configure is stated as shall the states of installants shall rest begin to account with respect to city unputed contributions until cuch time So the Fund(a) receive deluci with a modes of the existence of the Employer's Rebilly.
- 14. This Agreement may not be crally modified or terminated. To the extent there exists any conflict between any provisions of the participation Agreement and any provisions of the participation Agreement and any provisions of the participation agreement. this Periodoution Agreement shall control.

IN WITNESSE WHIREDES, and Employer and Union have counted this instrument to be executed by their duty authorized representatives, the day and year first above Writing and agine to the forms horoin.

acted by U.S. Department e Treasury		Redacted by U.S. Department
3141 N Eherand		of the Treasury
Chicago, sancia ecasty Complete Address of Employ		<del>-</del>
1 773 1 995 mm s Talaphone Number	(778) 934-1110 Fax Alimber	<del>-</del>
28.7958227 Pedarat Employer Number		-
If the Employer to signatury to	a National or Group Continu	t, indicate the name of easy) Oc. it. we



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 50018-4938 PHONE (847) 518-9800

EMPLOYEE TRUSTEES FRED GEGARE ERRY YOUNGER CEORGE J WESTLEY CHARLES & YHOBREY PILL DE STOUME PHA E YOUNG

HPLOYER TRUSTEES EMPLUTED MCDOUGALL MCHUNER MCDOUGALL ARTHUR M. BUNTE, JR. TOM J. VENTURA GARY F. CALDWELL CHRISTOPHER LANGAN

EXECUTIVE CIRECTOR THOMAS C. NYHAN

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and We'tare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): <u>DRIVERS & MECHANICS</u> other ob classification covered by the collective bargaining agreement.

The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

		hall contribute to the Pension Ft	
2.	The Employer at	ADDIT 3 2011	Rate: 3130.00.12
	Effective Date:	APRIL 3, 2011	Rate: \$146.90 PER WEEK
	Effective Date: .	APRIL 1, 2012	Rate: \$155.70 PER WEEK
	Effective Date: 1	MARCH 31, 2013	
-			Rate:
			Rate:
	Fuective Date:	hall coatribute to the Health and	Welfare Fund for each Covered Employee at the
3.	The Employer stollowing rates:	snall continue to the	Rate: \$ 268.20 PER WEEK
		APRIL 3, 2011	Rate: \$ 200.20 TER MEEK
	Flietriae Date:	APRIL 1, 2012	Rate: 285.20 PER WEEK
	Effective Date:	MARCH 31, 2013	Rale: 313.40 PER WEEK
			Rate:
•			B-14:
	Effective Date:		
	Contribution ra	te changes after the last Effective	re Date set forth in paragraphs 2 and 3 shall be determined by see Date set forth in paragraphs 2 and 3 shall be determined by see Shall be incorporated into this Agreement. The parties may east shall be incorporated into this Agreement. The parties when a new collective bargaining agreement until the contribution rate required to be paid after termination of a the contribution rate required to agreement or the termination.
each new colle	Clive pargausing	atable bing contribution rates di	Impg the period rate required to be paid after termination
EXECUTE OF FINA	11111 - 31 - 1 - nha	ACCE OF SU MICHIE SQUECTION IS	an included the Dargainana and Linuaries the
collective barg	aining a <b>gree</b> men ent, shall be the l	rates in effect on the last day of the	the terminated collections that the then published tall the published
I LOZIGOS LESC		inee	6 10 mile nime of a
the applicable	Denem p	4	to the Fund(s) Will Continue and
5.	This Agreemer	nt and during a strike except no	contributions shall be due during a strike unless the other contributions shall be due during a strike unless the other contributions shall not ent and the Employer's obligation to pay contributions shall not ent and the Employer and provide written notice of their decision that the Employer is no longer obligated by a contract or ion or b) the Employer is no longer obligated by a contract or the Fund(s). Contracts received a written notice directed to the Fund(s).
the Employer	mutually agree in	decide to terminate the participal	ition of the Employer and proper obligated by a contract or in the Employer is no longer obligated by a contract or in the Fund(s). Contracts
to the Employ	er specifying the	date of termination or participal	ent and the Employer and provide written notice of the ition of the Employer is no longer obligated by a contract or received a written notice directed to the Fund(s). Contracts it with return receipt requested which describes the reason why the result of an election that terminates the contracts.
statute to cor	stribute to tree r	signal above sent by certified ma	ill with retain recommended the result of an election that terminates are

- the appl collectiv the Emp Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in chard) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
- When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s). Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or unities bepartment by certified man (return receipt requested) at the address specified above. They agreement of understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been by this paragraph, shall not be binding on the Trustees and this Agreement shall not be unfilled to the Fund(s) as a paragraph. submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

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- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or litness pay, layoff/severance pay, vaca, on pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal wages which are the result of any Specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall so be made to the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall so be made to the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall be due until the Covered Employee in the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall be due until the Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. § 104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, interest on the monies of collection incurred by the Fund(s), including, but not limited to, attorneys fees and costs and b) together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys fees and costs and b) together with all expenses or their delegated representative, the payment of contributions that accrue after the Employer has at the option of the Trustees retail the contributions owed for each calendar week (Sunday through Saturday) become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) become delinquent shall be accelerated so that the contributions of contributions of the contributions of contributions of the contributions of the
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to corlect delinquent contributions or to conduct audits, the Itimo's ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the Employer's liability.
- This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

th WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

aRAMARK REFRESH	the day and year first above written. MENT SERVICES, INC.	Local Union No.
Redacted by U.S. of the Treasury	Department	Redacted by U.S. Department of the Treasury
		Printed Name and Title
Printed Name, and Title		9-15-11
9/21/61		Date
Date		
39255 COUNTRY C	LUB DR, SUITE B-1	
FARMINGTON HILI	S, MI 48331	RECEIVED
Complete Address of Emplo 46, 848–2030	246848-2040	SEP <b>2 9</b> 2011
elephone Number	Fax Number	<b></b>
95-2051630		CONTRACT DEPARTMENT
ederal Employer Identifica	tion Number	
the Employer is signatory	to a National or Group Contract, indi	cate the name of such Contract:
		project or on a seasonal basis: YesNo _x



CONTROL THURSEES
RAY CABH
JOE ORING
JERRY YOUNGER
GOORGE & WESTLEY

EMPLOYER TRUSTEES HOWARD MICHOUGHLE ROSERT & BAITER ARTHUR H SEINTS, JR. DAVID & MORRISON

EXECUTIVE DIRECTOR
RONALD J =UBALANCA

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union.

with its collective barga	ining agreement wi	ith the Union.
Fund and/or the Healt regulations or amendm	h and Welfare Funi ients subsequently	gree to be bound by the Trust Agreement(s) of the Pension d, all rules and regulations presently in effect and all rules, adopted by the Trustees of the Trust Fund(s).
2, Effective of \$79.00 which shall be increased to \$255	per WEEK sed to 583.00	the Employer shall contribute to the Pension Fund the sum  (*Contribution Period*) for each Covered Employee.  effective 1/24/03 - \$91.00 AND  (*EFF: 1/24/05 - \$91.00 AND)
EFF. 1/24/06 - S	94.00	, the Employer shall contribute to the Health and Welfare Fund
the sum of	per	("Contribution Period") for each Covered
Employee, which shall	be increased to effec	, effective and and
determined by each neithful this Agreement. To the periods when a nuinterim agreement, the agreement and prior to	ution rate changes we collective bargain he parties may execute collective bargain a contribution rate reporting the execution in the execution rate of th	a-after the dates-indicated in paragraphs 2 and 3 shall be incorporated ute an interim agreement establishing contribution rates during agreement is being negotiated. In the absence of an equired to be paid after termination of a collective bargaining on of a new agreement or the termination of this Agreement, of the terminated collective bargaining agreement. However,

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike or lockout unless the union and employer agree in writing that contributions will be paid. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Fund(s) receive a written notice from the Employer describing the reason that the Employer is no longer legally obligated to remit contributions to the Fund(s) by certified mail (return receipt requested) directed to the attention of the Contracts Department at the address specified above.

the Pension Fund and/or the Health and Welfare Fund reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

- 6. When there is a new collective bargaining agreement or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the contract or the contract modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement that has been submitted to the Fund(s) shall alone remain enforceable.
- 7. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Penod, including show up time pay, overtime pay, holiday pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding grievance/arbitration proceeding or other legal proceeding or settlement. The Employer further agrees that each Covered Employee shall have the same contribution rate paid on his/her behalf.

- 8. For purposes of this Agreement, the term "Covered Employee" shall mean a person other than a person employed in a managerial or supervisory capacity, who is employed full-time or part-time by the Employer under a collective bargaining agreement which requires contributions to be made to the Pension and/or Health and Welfare Fund, and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed for the principal purpose of obtaining benefits from the Fund(s). The common law master-servant test shall apply to determine whether an employment relationship exists.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month. If the Employer fails to report changes in the covered workforce on time the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, sick leave, layoffs or other changes in the workforce.
- 10. Contributions to the Fund(s) must be paid for each month no later than the 15th day of the succeeding month. In the event of a delinquency, the Employer shall be obligated to pay interest on the monies due to the Trustees from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Trustees, including, but not limited to, attorneys' fees and costs. Regardless of any collective bargaining agreement provision to the contrary, the Trustees shall not be required to submit any dispute controllective bargaining agreement.
- 11. The Employer shall provide the Trustees with eccess to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 12. To the extent there exists any conflict between the provisions of this Participation Agreement and the provisions of the collective bargaining agreement, this Participation Agreement shall-control.
- 13. This Agreement shall in all respects be construed according to and governed by the laws of the State of Illinois, except as such laws may be pre-empted by the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to run until such time as the Fund(s) receive actual notice of the existence of a delinquency.
  - This Agreement may not be orally modified or terminated.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duty authorized representatives, the day and year first above written.

EMPLOYER NAME: ARAMARK UNIFORM & CAREE	R LOCAL UNION NO.	769	
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury	BA	
	3054		
COMPLETE ADDRESS OF EMPLOYER  95-303 288 5  FEDERAL EMPLOYER NUMBER		02 FEB -6	RECEIVED CO
		₽	CONTRACT
If Employer is signed to Group Contract, give name of so	uch Contract:	- - - -	CI DEPT



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST H GGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800 EMPLOYER TRUSTESS
RAY CASI
JOE ORREF
JERRY YOUNGER
GEORGE J. WESTLEY
PIGUP E. YOUNG

EMPLOYER TRUSTEES HOWARD NEDOUGALL ARTHAM H. BLINTE, IR. OAYO F. SUCRASON TOM & VENTURA DAMICL F. BRUTTO

EXPOUTIVE OFFICTOR

THIS AGREEMENT sets Southeast and Southwest Areas P- Areas Health and Walfare Fund ( with the Union covering the job ch	ension Fund ("Pension F "Health and Welfare Fu	<sup>t</sup> und") and/or <b>the</b> Cen nd") in accordance wit	tral States, So hits collective	outheast and Southwest
The Union and E the Health and Walfare Fund, all r the Fund(s) and accept the respe	imployer agree to be bo ules and regulations pre ctive Employer and Emp	sently in effect or subs	sequentiv ado	ioled by the Trustees of
2. The Employer shi one) (the "Contribution Period") for	all contribute to the Pensi or each Covered Employ	on Fund per week see at the following rat	es:	week/day/hout (choose
Effective Date:	11/19/99	Rate;	\$79.00	
Effective Date: _	11/19/00	Rate:	<b>83.0</b> 0	_ + +
Effective Date: _	11/19/01_	Rate:	<b>85.00</b>	1
Effective Date: _		Rate:		
Effective Date: _		Rate:		3 34°
3. The Employer sh for each Covered Employee at the	all contribute to the Hea following rates:	ith and Welfare Fund	per week (the	e *Contribution Period*)
Effective Date: _	11/19/99	Rale:	\$136.00	_
	11/19/00	Rate:	144.00	_
Effective Date: _	11/19/01	Rate:	152.00	<b></b>
Effective Date: _		Rale:		<u>-</u>
Effective Date: _		Rale:		_
4. Contribution rate determined by each new collective hargaining agreement required to be paid after terminate collective bargaining agreement or terminated collective bargaining a contribution rate is or becomes less than the contribution rate is or becomes and the contribution rate is or becomes an expectation.	ute an intestim agreement it is being negotiated. In ion of a collective bargai the termination of this Ag greement. However, th	nt and such rate chaint establishing contributhe absence of an into initing agreement and proceedings to the Trustees reserve the	nges shall be bon rates dur thm agreeme vior to either rates in effer e right to redu	incorporated into this ang the periods when a nt, the contribut in rate the execution of a new of on the last day of the use bringfit levels if the
5. This Agreement a of a collective bargaining agreemen	nd the obligation to pay co t and during a strike exc	entributions to the Fund opting contributions st	(s) wal continu	ue after the termination Iting a strike unless the

Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

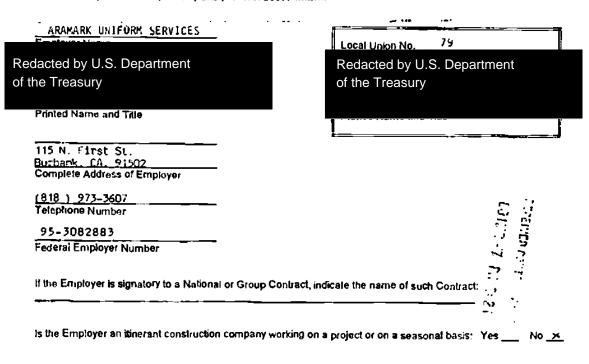
6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receip requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.

Union and the Employer mutually agree in writing otherwise. This Agreement and the Emptoyer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified malt with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and

7. For purposes of this Agreement, the torm "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

- 8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or kilness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration preceeding or other legal proceeding or scallement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to tiness of injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a reemployed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a definquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Salurday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Wolfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in offect, it will not enter into any agreement that violates the adverse selection rules.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
  - This Agreement may not be orally modified or terminated.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.



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#### **PARTICIPATION AGREEMENT**

#### CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDAMEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

RECEIVED

DEC 26 2012

Local Union #71

ACCOUNT NUMBER: 0327740-1303-00071A

THIS AGREEMENT sets furth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Portsion Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s); Route Sales Representatives, Wholesale Route Drivers and R88

and any other job classification covered by the collective bargaining agreement.

- The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(a) and accept the respective Employer and Employee Trustees and their successors.
  - The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

Effective Date:	July 15, 2012	Rate:	193,50		۲
Effective Date:	July 15, 2013	Rate:	201.20		Ā
Effective Date:	July 15, 2014	Rate:	209.20	. 1	9
Effective Date:		Rate:		) i ()	2
Effective Date:		Rate:		44	຺ຘ
e Employer shall	contribute to the Health and V	Velfam Fund	for each Covered Employee at the following	a roto:	•

3.

Effective Date:	Rate:	
Effective Date:	Rate:	
Effective Date:	Rate:	
Effective Date:	Rate:	
Effective Date;	Rate:	_

- Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective hargeining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Engloyer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mall with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclasmor of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is antitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or liness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargelning agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargelning agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to liness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month, in the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions bitled by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bullatin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contrib utons or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or tempinated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Aramark Uniforms & Career Apparel, Inc.	Local Union No.		
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury		
12/17/12	12 = 2017		
Date 2321 Wilkinson Bivd	Date		
Charlotte, NC 28208  Complete Address of Employer	·		
Telephone Number Fax Number  95-30 82 883  Federal Employer Identification Number  If the Employer is signatory to a National or Group Contract, Indicate the	e name of such Contract:		
Is the Employer an itinerant construction company working on a project		Yes	No _V
			, <b></b> ,,,,,,
		JAN C	. •



#### CENTRAL STATES. SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER: \_\_0327740-1303-00391A

THIS	AGREEMENT	sets forth the te	ons under whi	ch the Employe	r will participe	ale in the Cer	ival Sieles, :	Southeast and
Southwest Ar	eas Pension Fu	md ("Pension Fu	ര <b>്) and/or the</b>	Central States.	Southeast a	nd Southwas:	Areas Heali	h and Wellsre
Fund ('Health	and Welfare F	und') in accorda	nce with its coll	contre bargainin	g agreereent	with the Unio	n covering th	e following job
d. >sefication(	s);							

and any other job classification covered by the collective bargaining agreement.

- The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all filles and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employer Trustees and their successors.
  - 2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates

Effective Date.	4/21/2013	Refe:	\$128.00 / week
Effective Date:	4/20/2014	Rate:	\$133.10 / week
Effective Date:	4/19/2015	Rate:	\$138.40 / week
Effective Date:		Rate:	
Effective Date:		Rate.	

The Employer shall contribute to the Health and Welfars Fund for each Covered Employee at the following rates:

				Member	Family 4	
Ethactive Date:	4/21/2013	Rate	\$279.30 J week			
Effective Date:	12/1/2013	Rate:		\$129 30 / week	\$303.60 / week	
Effective Date	4/20/2014	Rale:		hat to Exceed \$146.00 ( week	Not to Exceed \$347.10 / week	
Effective Date	4/19/2015	Rate:		Not to Exceed \$164.30 / week	Not to Exceed \$394 60 / week	
Effective Date:		Rote:				

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an arranm agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, he contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the executor of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes tess than the then published rate for the applicable bareaft plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a corrective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their accision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to continue to the Fund(s) and the Fund(s) have recovered a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return recorpt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status terminates the road discissiver of Interest. In the event the Employer participates an both the Pension Rund and the Health and Weitero Fund and the termination referred to in a) or b) relates to only one Fund. then this Agreement

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shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to inic) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bergaming unit.

- 8. When a lew collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return recept requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obtained which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and this written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid; a) an agreement that purports to notroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund duting the state. Term of a collective bargaining agreement that has been accepted by the Pension Fund.
- For purposes of this Agreement, the term "Covered Employee" shall mean any fit Itime or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes cast at employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Wettere Fund if the collective bargaining agreement employee shall not include any person employee in a managenal or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(c).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is forminated), including show up time pay, hefidity pay, disability or illness pay, tayoffseverance pay, vacation pay or the payment of wages which are the result of any National Lobor Relations Board proceeding gifevence/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that continuitions shall not be due on newly hered Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness of injury even if the Covered Employee is not enabled to compensation. The Employer shall pay environments but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employes workforce (including, but not "hitted to new hives, tayoffs or terminations) which occurred during the prior month and must pay all contributions ownd for the prior month. In the event of a desirquency, s) the Employer shall be obligated to pay interest or the montes due to the Fund(s) from the cate when pays ent was due to the date when the payment is made, togother with all expenses of collection incurred by the Fund(s), including, but not limited to, althorapy feet and costs and b) at the option of the Trustees or this delegated reportshiptive, the payment of contributions that accrue after the Employer has become derinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on fine, the Employer must pay the contributions bitled by the Health and Welfare Fund regardless of actual terminations, leaven of absence, tayoffs or other changes in the workforce, The Trustees reserve the right to terminate the participation of any Employer that talls to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other portinent records when requested by the Fund(s). If Rigston is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorney? fees and costs licured by the Fund(s).
- f1. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any gricyance/arbitration procedure set forth in any collective bargering agreement.
- 12 The Employer acknowledges that it is aware of the Fund(s)' adverse selection rute (including Special Buttetin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the agrees selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect do inquent contributions or to conduct suchs, the timois ten year written contract statute of imitations shall not begin to accous with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duty authorized representatives, the day and year first above written.

Aramark Uniform & Career Apperel	Local Union No. 391
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
/0 /28 //3 Date	10 / 12/15 Date
Complete Address of Employer  Telephone Number Fax Number	
Federal Employer Identification Number	
If the Employer is signatory to a National or Group Contract, indicate the	
is the Employer an itinerant construction company working on a project	or on a seasonal basis? YesNo

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## PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

		MCCOGIET MUINBER:	0327740	<u> 1303-00509A</u>	<u> </u>
Fund ("Health	and Wellard Fund's :	orth the terms under which lension Fund") and/or the C n accordance with its collect	Him to be be be	and the said shall s	in the Central States, Southeast and Southwest Areas Health and Welfan The Union covering the following job
and any other	job classification cove	red by the collective bargain	ing agreemen	Ł	
1. Welfare Fund adopted by the 2.	Trustees of the Fund	(s) and accept the respective	e Employer ar	id Employee Trus	Pension Fund and/or the Health and presently in effect or subsequently inserted and their successors.
٤,	ine on payer snau	contribute to the Pension Fr	and for each (	overed Employe	e at the following rates:
	Effective Date:	June 13, 2010	_ Rate:	\$116.6D	
	Effect vs Date:	June 12, 2011	Rete:	\$124.80	
	Effective Date:	June 10, 2012	_ Rate:	\$132.30	
	Effective Date:		Rabe:		
	Elective Date:		Rate:		·
3.	The Employer shall	contribute to the Health and	Wellare Fund	for each Covere	d Employee at the following rates:
Effective Date:	June 13, 1010	Rate: \$232.50			
Effective Date:	June 12, : 011	Rate: \$247.50			
Effective Date:	June 10 1012	Rate: \$272.2.			
Effective Date:		Rute:		<del></del>	
ffective Date:		Rate:			
'Rake to maintair	n Plan; not to exceed.			<del></del>	

- Contribution rate changes after the last Effective Data set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining a presment and such rate changes shall be incorporated into this Agreement. The parties may execute an sterim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negoliated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining ugreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rares in effect on the last day of the terminated collective bengalining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except an contributions shall be due during a strice unless the Union and the Employer multivally agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate unit a) the Trustees decide to terminate the participation of the Employer and provide written action of their decision to the Employer specifying the date of termination of participation or the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that term listes the Union's representative status or d) the date the Union's representative status termit stes through a valid disclaimer of interest. In the event the Employer perticipates in both the Pension Fund and the Health and triestore Fund and the termination referred to in a) or b) relates to only one Fund, (been this Agreement shall remain in effect with aspect to the catter Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bilingaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

IN WITNESS TYHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Acumark	Redacted by U.S. Department
edacted by U.S. Department f the Treasury	of the Treasury
9 10 10 Date	aug 31, 2010
" Same"	
Complete Address of Eruplayer	SEP 1 4 2010
Telephone Number Fax Number	PONTRACT DEPARTMENT
Federal Employer Idaminication Number	<del></del>
If the Employer is signatery to a National or Group Contract	Ligalizate the name of such Controls

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REFERENCIES OF LUSER FROM NO - PIRAGONS

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CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDMEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800 HAPLOTEE TRANSPER RAY CARM JOE ORBE JEERT YOUNGER GEORGE / WASTLEY PALIES WINDS

EMPLOTER TRUSTERS HOWARD ENCICLOSES ARTHUR HE BLATE JR CAYD C NOOMSCH TOM JE SENTLEA CANEL / BESTLEA CANEL / BESTLEA

ECECUTIVE DIRECTOR

AND OF O	nion covering the job classification(s) of:	rund) and/or the Control States, Southeast and Southwest nd*) in accordance with its collective bargaining agreement
1, the Health the Fund(s	The Union and Employer agree to be bo and Welfare Fund, all rules and regulators pre i) and accept the respective Employer and Emp	und by the Trust Agreement(s) of the Pension Fund and/or sently in effect or subsequently adopted by the Trustees of libyee Trustees and their successors.
2. One) (the '1	The Employer shall contribute to the Pensi Contribution Period*) for each Covered Employ	on Fund per week/day/hour (choose et the lollowing rates:
	Effective Date: 3-1-03	Rate: # 79.00 508) week
	Effective Date: 3-1-64	Rate: # 79.00 508) ever &. Rate: # 83.00 900 week
	Effective Date: 2-28-05	Rate: \$5.00 per week
	Effective Date:	U Rate:
	Effective Date:	Rate:
3. for each Co	The Employer shall contribute to the Heal vered Employee at the following rates	th and Welfare Fund per week (the "Contribution Period")
	Effective Date:	Ranie:
	Effective Date.	Rate:
	Effective Date:	Rate;
	Effective Date:	Rate <sup>-</sup>
	Effective Date:	Rate:

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bergsiming agreement is being negotialed. In the absence of an interim agreement, the contribution rate required to be peak after termination of a collective barguining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collectivible bergaming agreement and during a strike except no contributions shall be due during a strike unit as the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate unit ather a) the Trustees decide to terminate the Agreement and provide written notice of the indecision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfere Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.
- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s). Contracts Department by certir a mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obtigation which has not been submitted to the Fund(s) as required by this paragrap, shall not be binding on the Trustees and this Agreement and the writtin agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.
- 7. For purposes of this Agreement, the term "Covered Employ e" shall mean any full-time or part-time employee covered by a collective barganing agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective barganing agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a manage rist or supervisory capacity or any person employed for the principal purpose of obtaining benefits

- 8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holday pay, disability or illness pay, leyoftlesvished pay, vacation pay of the payment of wages which are their suit of any National Labor Refettions Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting pariod, no contributions shall be due until the Covered Employees completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due in illness or injury even if the Covered Employee is not entitled to compensation. The Employee who is not contributions that would have otherwise been paid on any Covered Employee who is a reemployed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3,
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workdorce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month, and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accederated as that the contributions owed for each calondar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the payint buttons billied by the Health and Weitfare Fund regardless of actual terminations, leaves of absence, Layoffs or other changes in the workforce. The Trustees reserv, the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attempts' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grevance/arbitration procedure set forth in any collective bargaining agreement. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement that violates the adverse selection rules.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct sudits, the times ten year written contract statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the substance of the Employer's hability.
  - 14. This Agreement may not be orally modified or terminated.

IN VITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Employer Name	Local Union No
Representative Signature	Representative Signature
Printed Nume and Title	Printed Name and Tide
Complete Address of Employer	
Telephone Number	
Federal Employer Number	
fine Employer is signatory to a National or Group C	Contract indicate the name of such Contract



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD

~ ~ ~		ROSEMONT, ILLI	IGGINS ROAD INOIS 60018-49 47) 518-9800	38
	AC	COUNT NUMBER:		00215A
Southwest Area	s Pension Fund ("Pen	h the terms under which sion Fund") and/or the accordance with its colle on, Government defense	ctive bargaining	vill participate in the Central States, Southeast and coutheast and Southwest Areas Health and Welfare agreement with the Union covering the following job industrial projects
and any other jo	b classification covere	d by the collective barga	ining agreement.	
1.	The Union and Employed all amendments so Trustees of the Fund(s	oyer agree to be bound ubsequently adopted as i) and accept the respect	by the Trust Agre well as all rules tive Employer and	ement(s) of the Pension Fund and/or the Health and and regulations presently in effect or subsequently the Employee Trustees and their successors.
2.	The Employer shall of	contribute to the Pension	Fund for each C	overed Employee at the following rates:
	Effective Date:	April 1, 2012	Rate:	\$5.60 per hour
	Effective Date:	April 1, 2013	Rate:	\$5.80 per hour
	Effective Date:	April 1, 2014	Rate:	\$6.00 per hour
	Effective Date:		Rate:	
	Effective Date:		Rate:	
3.	The Employer shall	contribute to the Health	and Welfare Fund	for each Covered Employee at the following rates:
	Effective Date:		Rate:	
	Effective Date:		Rate:	
	Effective Date:		Rate:	
	Effective Date:		Rate:	
	Effective Date:	-	Rate:	

- Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s): b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregula duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that white this Agreement remains in effect it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury		Redacted by U.S. Department of the Treasury			
9-/3-/2 Date		9/14/12 Date			
	entucky Avenue Evansville, IN 47728	RECEIVED			
Complete Address of Emp 812-426-0481	ployer 812-421-9115	<u> </u>			
Telephone Number	Fax Number	SEP <b>1 8</b> 2012			
35-1164830	1 dx (valified)	CONTRACT DEPARTMENT			
Federal Employer Identific	cation Number	DEPARTMENT			
If the Employer is signato	ry to a National or Group Contract, in	dicate the name of such Contract:			
Is the Employer an itinera	ant construction company working on	a project or on a seasonal basis? Yes No			



## RECEIVED

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 600 18-4938 PHONE: (847) 518-9800

SEP 1 1 2013

CO. TRACT DEPARTMENT

		ACCOUNT NUMBER	R:		क्षेत्रका अस्त
Fund ("Heal!	th and Welfare Fund*) in	orth the terms under who ension Fund') and/or the n accordance with its col	lective bornaining	will participate in the Southeast and Southy agreement with the U	Central States, Southeast and yest Areas Health and Welfare inion covering the following job
and any othe	r job classification cove	red by the collective barg	aining agreemen	t.	
	he Trustees of the Fund	(s) and accept the respec	ctive Employer an	d Employee Trustees	
2.	The Employer shall	contribute to the Pension	Fund for each C	overed Employee at th	e following rates:
	Effective Date:	6/1/13	Rate:	\$55.10 daily	
	Effective Date:	6/1/14	Rate:	\$57.30 daily	
	Effective Date:	6/1/15	Rate:	\$59.60 daily	
	Effective Date:	6/1/16	Rate:	\$62.00 daily	<del></del>
	Effective Date:	6/1/17	Rale:	\$64,50 daily	
<b>3</b> .	The Employer shall o	contribute to the Health a	nd Welfare Fund	for each Covered Emp	loyee at the following rates:
	Effective Date:	not applicable	Rate:		
	Effective Date:		Rate;		<del></del>
	Effective Date:		_	-	
	Effective Date:		Rate:		
	Effective Date:		Rate:		<del></del>

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bergaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provine written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disciairmer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mall (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective pargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term the Health and Welfare Fund if the collective pargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement if the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employee shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. § 104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with a lexiple expenses of collection incurred by the Fund(s), including, but not limited to, altorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arb'tration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Tr	easury	
		Redacted by U.S. Department of the Treasury
rillieu Name and Illie		
7/11/13		9-10-13
12811 Farmington Road		Date
Livonia, MI 48150		- <del>-</del>
Complete Address of Em	ployer	<u> </u>
(734) 427-9111	(734) 427-2842	
Telephone Number	Fax Number	<del>-</del>
38-21684	171	
Federal Employer Identifi		_
If the Employer is signato AGC of Michigan	ry to a National or Group Contract, i	ndicate the name of such Contract:
is the Employer an itinera	nt construction company working on	a project or on a seasonal basis? Yes No

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CONTRACT DEPARTMENT



## 034/100-070/- ABF PREIGHT SYSTEM, INC. (West Allis, Wisconsin)

#### PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND

9377 WEST HIGGINS ROAD

9377 WEST HIGGINS ROAD

ROSEMONT, ILLINOIS 60018-4938 RECEIVED ASSOCIATIONS ACCOUNTINHANDE YOUNGE PHONE: (847) 518-9800 IDPERATIONS ACCOUNTINHANDE YOUNG

EMPLOYEF TRUSTEES

NOV 0 8 1999 ENPLOYER TRUSTEES NOVABLE MCOUNTAIL ARTHUR ME GANTE, AR DAVID F WORKER A BRIJATO CENTRAL SPENSION FUNDAMENTAL DIRECTOR RESIDENCE AND ADMINISTRATEGISTE OF THE PROPERTY OF THE P

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Ponsion Fund ("Pension Fund") and/or the Control States, Southeast and Southwest Areas Health and Welfard Fund ("Health and Victfare Fund") in accordance with its collective bargaining agreement with the Union covering the job \_ and any other job classification covered by the classification(s) of Combination Driver/Dock, Office Clerical collective bargaining agreement.

2.	The Employer shall contribute to the Pension Fund per riod') for each Covered Employee at the following rates:	day	w	eek/day/hour (choose on	e) (tie
COMBIDUCE! FX	Effective Date: April 1, 1998		\$25 60		
	Effective Date: April 1, 1999	Rate.	\$28,00		
	Effective Date; April 1, 2000	Rate:	\$30.80		
	Effective Date: Agnl 1, 2001	Rale:	\$32.40	<del></del>	
	Effective Date: April 1. 2002	Rate	\$34.00		

Effective Date:	N/A	Ra <b>te</b> :	<del></del>	12	歪
Effective Date:		Rate:	<u> </u>	10116	Y I I
Effective Dete:		Rate:		9-1	000
Effective Dater		Rate:		PH	ar:
Effective Date:		Rate:		<u>~</u>	ÀST.

- Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new octobive bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a colinctive bargaining agreement and prior to either the execution of a new collective bergaining agreement of the termination of this Agreement shall be the rates in offect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable N. W. 14. benefit plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective barga in g agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide wirtlen notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the firmination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.
- When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)! Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall atone remain enforceable
- For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or imagular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not Include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of cotaining benefits from the Fund(s).

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- 8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, haiday pay, disability or illness pay, tayoff severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on the white Employees for a specified waiting period. In contributions shall be due until the Covered Employee completes the apecified waiting period. If required by the applicable coffective barjaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employee shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §194.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay at constitutions tweet for the prior month. In the event of a de-neuercy, a) the Employer shall be obligated to pay letest on the montes due to the Fund(s) from the date when payment w. . . . e, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not timited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions unat accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each catendar week (Sunday/through Saturday) shall be due on the (ottowing Monday). If the Employer fails to report changes in the covaried workforce on time, the Employer must pay the contributions billed by the Heath and Weizere Fund regardless of actual learningtons, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timety pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to exher obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Cimptoyer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employee's Obligation to pay contributions to any gneviarce/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the advettion rules.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect definquent contributions or to conduct audits, the Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual wristen notice of the existence of the Employer's liability.
- 14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between 90% provisions of this Participation Agreement and any provisions of the collective bargaining 80 rement, this Participation Agreement shall control

IN VATNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duty authorized representatives, the day and year first above written.

ARE Freight System, Inc. Local Union No. 200 Redacted by U.S. Department Redacted by U.S. Department of the Treasury of the Treasury P.O. 80x 10048 Fort Smith, AR, 72917-0048. Complete Address of Employer (501) 785-6000 Teleshone Number £ 8: 18.11.4 5- 18.456 Federal Employer Number If the Employer is signatory to a National or Group Contract, and cate the name of such Contract; National Master Freight Agreement. is the Employer an itmorant construction company working on a project or on a seasonal basis: Yes



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## PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDMEAL HAND W. LEARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILL NOIS 60C18-4938 PHONE: (847) 518-9800 Final over theorem Pard Gegarie Lery Younger George L Westery Charle: A Whohrly Piglip & Young

EMPLOYER INJETTES
HOWARD PRODUCATE
HOWARD PRODUCATE
TOWN VEHTURA
GARY R. CALDWILL
CHRISTOPHER J. LANDA &

EXECUTIVE DIRECTOR

 The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accopt the respective Employer and Employee Trustees and their successors.

2.	The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:		
	Effective Dale: 1/1/2001	Rate: \$30.80	
	Effective Date: 4/1/2001	Rater \$32.40	
	Effective Date: 4/1/2002	Rate: \$34.00	
	Effective Date: 8/1/2003	Rate: \$34.00	
	Effective Date: 8/1/2004	Rate:\$38,80	
	Effective Date. 8/1/2005	Rate: \$43.60	
3.	The Employer shall contribute to the He following rates:	exth and Welfare Fund for each Covered Employee at the	
	Effective Date: _1/1/2001	Rate \$187.70	

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CONTRACT DEPARTMENT

Effective Date: 4/1/2001 Rate: \$175.70

Effective Date: 4/1/2002 Rate: \$201.70

Effective Date: 8/1/2003 to 7/30/2008 Rate: \$225.70

Effective Date: 8/1/2006 Rate: \$249.70

Effective Date: 8/1/2007 Rate: \$277.70

- 4. Contribution rate changes ufter the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable barief; plan or class.
- 5. This Agreement and the obligation to pay contributions to thin Fund(s) will continue after the termination of a collective bergaining agreement indept no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the the decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying and the Fund(s) have received a written notice directed to the Fund(s) contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute in o) the date the NLRB certifies the result of an election that terminates the Union's representative status of the date the Union's representative status of the date the Union's representative status of the date the Union's Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in affect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
- 6. When a new collective begaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts proparties that (return receipt requested) at the address specified above. Any agreement or understanding which be binding on the Trustoes and this Agreement and the written agreement but that has been submitted to the Fund(s) as required by this paragraph, shall not be which agreement that purpose to the reduce the Employer's statutory or contractual duty to contract to the Fund(s) b) an agreement that purposts to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purposts to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short terir employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect.

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Page I

to the Health and Welfare Fund if the coffective bargaining agreement explicitly excludes casual employees from participation in the it Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or an *i* person employed for the principal purpose of obtaining benefits from the Fund(s).

- B. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives or is entitled to receive, compensation (agardless of whether the employment relationship is terminated), including show up time pay, everime pay, he day pay destability or times pay, everime pay, receive payment of wages which are the result of any National Labor Relations Board proceeding. Sitewanselarbitration proceeding or other legal proceeding or settlement, if the collective bargaining agreement states that contributors shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If recuired by this applicable collective bargaining agreement, contributions shall also be made to the Pund(s) on behalf of any Covered Employee will a not working due to tillness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. § 104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covoned Employee worldorder (including, but not limited to now hires, 'ayor's or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the mones due to the Fund(s) from the date when payment was dun to the date when the payment is made, together with at expenses of collection incurred by the Fund(s), including, but not limited to, attempts' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accolarated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billish by the Health and Woltere Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when reduced by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collabor additional billings; and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s) in conducting the review shall be paid by the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustops shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bergaining agreement.
- The Employer acknowledges that it is aware of the Fund(s)' edverse selection rule (including Special Bulletin 90-7and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violation the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct suchts, this tainois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begit to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of instances.
- 14. This Agreement may not be modified or reminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective baryaining agreement this Participation Agreement shall control

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duty authorized representatives, the day and year first above written

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Date PO POY 40040	11-23-05 Date	
FO BOX 10048  Fort Smith, AR 72917  Complete Address of Employer  LUTA FROC SUDOC LUDG FIG. 1 715	1	RECEIVE
4519-185-8705, 479-185-6317  elephone Number Fax Number  71-0249-144		SEP 2 1 2006
Federal Employer Identification Number  If the Employer is signatory to a National or Croup Centract Indicat	CONTRACT DEPARTMENT	
NNIFA		
is the Employer an itinerant construction company working on a pro	ject or on a seasonal basis: Yes No _X_	-



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDMEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

EMPLOYEE TRUSTEES
ANY CASH
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JERRY YOUNGER
GEORGE I WESTLEY
HYELD E YOUNG

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EXECUTIVE DIRECTOR

forth the terms under which the Employer will participate in the Central States,

Areas Health a	covering the lob classification(s) of: _S ification covered by the collective bargan	frund") and/or the Central States. South Fund") in accordance with its collective bath ipping Clerk/Driver/Ware wing agreement.	nouse and any
1.	The Union and Employer agree to be	bound by the Trust Agreement(s) of the F presently in effect or subsequently adopte imployee Trustees and their successors.	
	The Employer shall contribute to the Pe tribution Period") for each Covered Emp	resion Fund per weekwe	ek/day/hour (choose
one) (uie Con	Effective Date: _09-26-02	¢95 ՈՈ/ա	eek
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3. for each Cove	The Employer shall contribute to the gred Employee at the following rates:	Health and Welfare Fund per week (the "	RECEIVED CONTRACT DEP
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Agreement.  new collective  required to be  collective bar	by each new collective bargaining agring and the parties may execute an interim agree a bargaining agreement is being regionated be paid after fermination of a collective lagaring agreement or the termination of a collective bargaining agreement. However the collective bargaining agreement. However the collective bargaining agreement.	last Effective Date set forth in paragral orment and such rate changes shall be ement establishing contribution rates during. In the absence of an Interim agreement largaining agreement and prior to either this Agreement, shall be the rates in effecter, the Truslees reserve the right to redublished rate for the applicable benefit plant.	ing the periods when a of, the contribution rate the execution of a new it on the last day of the ice benefit lovels if the n of class.
Union and the contributions of their decisions	a bargaining agreement and during a structure in the En ployer mutually agree in writing of shall not terminate until other a) the Truste ion to the Employer or b) the Employer is the Fund(a) have received a written hotiowe sent by certained mail with return receipated to contribute. In the event the Employer and the termination referred to in a) or espect to the other Fund.	pay contributions to the Fund(s) will continue except no confirmations shall be due du therwise. This Agreement and the Emploses decide to learningte the Agreement and so in longar obligated by a contract or statice directed to the Fund(s). Contracts Deposit Tequested which describes the reason to stoyer participates in both the Pension Fund(s) relates to only one Fund, then this Agreement.	yer's obligation to pay d provide written notice tute to conflibute to the artment at the address why the Employer is no and and the Health and sernent shall remain in
	When a new collective bargaining agr	eement is signed or the Employer and the chall promptly submit the entire agreemer eturn (eccupt (equested) at the address	Union agree to change at or modification to the specified above. Any

- Fund(s)' Contracts Department by certified mail (return receipt agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.
- For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term simployees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed to be principal purpose of obtaining benefits from the Fund(s).

- 8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, he day pay, disability or illness pay, relationship is terminated), including show up time pay, overtime pay, he day pay, disability or illness pay, relationship is terminated), including show up time pay, overtime pay, he day pay, disability or illness pay, relationship is terminated), including show up time pay, overtime pay, he day pay, disability or illness pay, relationship pay, he day pay, disability or illness pay, relationship pay, he day pay, disability or illness pay, relationship pay on settlement. If the collective bargaining agreement, and the day of the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered employee who is not working due to illness or righty even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a removed envice member of former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior munth. In the event of a defficiency, a) the Employer shall be obsquated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when payment was due, to the date when the payment is made, together with all expenses of collection incident of the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustous with access to its peyro—records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that wille this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect definquent contractions or to conduct audits, the Winois ian year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not brigin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duty authorized representatives, the day and year for above written.

OBA Awderson Fuer Redacted by U.S. Department of the Treasury

Printed Name and Title

20 North 19th Avenue West

Duluth, MN 55806 Complete Address of Employer

(218) 722-6699 Telephone Number

Code of Employer Number

Redacted by U.S. Department of the Treasury

Printed Name and Title

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

is the Employer an itinerant construction company working on a project or on a seasonal basis: Yes \_\_\_\_ No X



**Effective Date:** 

#### **PARTICIPATION AGREEMENT**

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

	Δ	CCOUNT NUMBER:	0412100-	0100-00135A
Southwest Ar	eas Pension Fund ("Pe and Welfare Fund") in	nsion Fund") and/or the Ce	entral States, S	will participate in the Central States, Southeast an Southeast and Southwest Areas Health and Welfar agreement with the Union covering the following jo
and any other	Job classification cover	ed by the collective bargaini	ing agreement	
1. Welfare Fund adopted by th	and all amendments se e Trustees of the Fund(	subsequently adopted as was and accept the respective	ell <b>as</b> all rules e Employer an	ement(s) of the Pension Fund and/or the Health an and regulations presently in effect or subsequent d Employee Trustees and their successors.
2.	The Employer shall	contribute to the Pension Fu	and for each C	overed Employee at the following rates:
	Effective Date:	04/01/2013	_ Rate:	\$111,80 per week
	Effective Date:	04/01/2014	Rate:	\$116.30 per week
	Effective Date:	04/01/2015	_ Rate:	\$121.00 per week
	Effective Date:		Rate:	
	Effective Date:		Rate:	
3.	The Employer shall	contribute to the Health and	Welfare Fund	for each Covered Employee at the following rates:
	Effective Date:		_ Rate:	
	Effective Date:		_ Rate:	
	Effective Date:		Rate:	
	Effective Date:		_ Rate:	

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be pald after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

Rate:

This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duty authorized representatives, the day and year first above written.

Associated Roofing Professional	Local Union No. 135
Redacted by U.S. Department	Redacted by U.S. Department
f the Treasury	of the Treasury
,	
A STATE OF THE STA	
Printed Name and Title	Printed Warne and Time
4/17/13	5/28/17
Date	Date
P.O. Box 366t	
Clinton, Indiana 47842	
Complete Address of Employer	<del></del>
312/466/6791	
Telephone Number Fax Number	<del></del>
·	
Federal Employer Identification Number	<del></del>
• •	
If the Employer is signatory to a National or Group Contra	act, indicate the name of such Contract:
s the Employer an itinerant construction company working	ng on a project or on a seasonal basis? Yes No XX
	The state of the s
	Marie Cara Marie Cara de Cara
	JUN 0 3 2013
	<b>VV</b> ··
	CONTUMOT



## PARTICIPATION AGREEMENS CANNIED WESTLEY

EW-LOYEE TRUSTO'S

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREASUG 2 8 2844 OVER TRUSTEES
PENSION FUNDMEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
2 8 2844 OVER TRUSTEES
ARTHUR H BLATTE, R
DAYLOF, WERRISON
TOM J. VERTINGA

	PHONE: (847)	IS 60018-4938 516-9800	DANGE & SHUTTO EXECUTIVE DIRECTOR ROHALD & KUBALANZA
Areas Hea with the Ur	IIS AGREEMENT sets forth the terms under which and Southwest Areas Pension Fund ("Pension Fund") ith and Welfare Fund") the and Welfare Fund") iron covering the job classification(s) of ware lassification covered by the collective bargaining ag	in accordance with its collective b	hoast and Southwest
1. the Health s the Fund(s)	The Union and Employer agree to be bound and Welfare Fund, all rules and regulations present and accept the respective Employer and Employe	e Trustees and their successors.	ed by the Trustees of
2. one) (the "(	The Employer shall contribute to the Pension F Contribution Period") for each Covered Employee a	und per <u>week</u> wed	ek/day/hour (choose
	Effective Date: April 25, 2004	Rale:136.00	EFFECTIVE (Class 18)
	Effective Date: April 24, 2005	Rate: 150.00	May 8, 2004
	Effective Date: April 23, 2006	Ralo: 158.00	•
	Effective Date: April 22, 2007	Rate: <u>166.00</u>	
	Effective Date:	Rate:	
3.	The Employer shall conindute to the Health a vered Employee at the following rates;		
	Effective Date:	Rate;	
	Effective Date:	Rale:	7- • .
	Effective Date:	Rate:	58 G
	Effective Date:	Rate:	
	Effective Onte:	Role;	ुं है
new collective to it	Contribution rate changes after the last Effective by each new collective bargaining agreement and The parties may execute an interim agreement estable bargaining agreement is being negotiated. In the above haid after termination of a collective bargaining agreement or the termination of this Agreement gaining agreement or the termination of this Agreement.	ctive Date set forth in paragraphs d such rate changes shall be inc ablishing contribution rates during to sence of an interim agreement, it	2 and 3 shall be corporated into this the periods when a he contribution rate
terminated of	paining agreement or the termination of this Agreem	ient, shall be the rates in effect on	the last day of the

- paining agreement. However, the Trustoes reserve the right to reduce benefit tevels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a coeective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mulually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer of ligated by a contract or statute to contribute to the Fund(s) and the Finid(s) have received a written notice directed to the Fund(s)' Contracts Depairment at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.
- When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specifir d above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.
- For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part time employee covered by a collective bargaining agreement reguliting contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or kregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the montes due to the Fund(s) from the date when payment will due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become deinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer lais to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Wolfare Fund regardless of accust terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other portinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect definquent contributions or to conduct audits, the Itlinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall controt.

IN WITNESS WHEREOF, said Ensployer and Union have caused this instrument to be executed by their duty authorized representatives, the day and year first above written.

Associated Wholesale Grocers, Inc.

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

5500 Kansas Avenue (P.o. Box 2932)

Kansas City, KS 66106
Complete Address of Employer

(913) 288 - 1000 Telephone Number

<u>48-0614866</u>

Federal Employer Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

is the Employer an itinerant construction company working on a project or on a seasonal basis. Yes \_\_\_\_\_

rev. 09/98



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE (847) 518-9800

EMPLOYEE TRUSTEES RAY CASH JOE ORIGE LERRY YOUNGER GEORGE & WESTLEY PHILD'S YOUNG

EMPLOYER TRUSTEES
MOMARD MEDOUGALL
ARTHUR M. SUNTE. JR
TOM J. VENTURA
CAYLL I BRUTTO
CARY F. CALOWELL

EXECUTIVE DIRECTOR HONSED J. 4. MAKANIA

THIS AGREEMENT sets forth the terms under which the Employer will purticipate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Weffare Fund ("Health and Weffare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of:  and any other job classification covered by the collective bargaining agreement.				
1. the Health and of the Fund(s):	We/fare Fund, all rules and regulations presently and accept the respective Employer and Employer			
The Employer shall contribute to the Pension Fund week por week/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:				
	Effective Date: 12/24/00	Rate: \$85 00		
	Effective Date:	Rate:		
	Effective Date:	Rate:		
	Effective Date:	Rate:		
	Effective Date:	Rate:		
3, "C <b>ontribut</b> ion F	The Employer shall contribute to the Health ar Period*) for each Covered Employee at the following	id Wolfare Fund per week/hour (choose one) (the ing rates:		
	Effective Date: 12/24/00	Rate: \$2.10		
	Effective Date:	Rate:		
	Effective Date:	Rate:		
	Effective Date:	Rate:		
	Effective Date:	Rate:		
4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.				
5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaring agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute other Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.				

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions of casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.

change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (raturn receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written

When a new collective bargaining agreement is signed or the Employer and the Union agree to

- 8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, if required by the ophticable conective bargaining agreement, contributions of employee completes the specified waiting period, if required by the applicable conective bargaining agreement, contributions be made to the Fund(s) on behalf of any Covered Employee who is not entitled to compensation. The Employer shall pay any contribution: that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but fur his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (Including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the mones due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not imited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to conect additional billings that result from the review of the records, at costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any gnevance/arbitration procedure set forth in any collective pargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois Ien year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any Unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the cay and year first above written.

Atlantic Plant Maintenance Employer Name	Local Urion No. 236
	Representative Signature
Representative Signature	Printed Nairie and Title
Printed Name and Title	
3225 Pasadena Blvd	
Pasadena, TX 77503 Complete Address of Employer	•
(713 1740-8000 ( ) Telephone Number Fax Number	
Federal Employer Number	-
If the Employer is signatory to a National or Group Confr TVA Project Agreement Is the Employer an itinerant construction company working	



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDMEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

CHILD F AD MO CHILDSY WHOSE CEOCCE A MASURA WING ACTURES

PERSONAL TRUSTEES FRED GEGARE AMRY YOUNGER

HOWARD M-COMBAIL AN HURH BUVIE, M. TOWAYE, CALDWOLL GRAYE, CALDWOLL

DESIGNATE CAPEC. HE

THIS AGREEMENT sets torth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States. Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following ob classification(s): TRUCK Defuer I other job classification covered by the collective bargarning agreement.

The Union and Employer agree to be bound by the Yrust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2	The Employer shall contribute to the Pens		
	Effective Date: July 9 2005	Rate: 124 SE per	weak
	Effective Oate:	Rate	<del></del>
	Effective Date:	Rete:	·
	Effective Oate:	Rate:	<del></del>
	Effective Oate	Rate	RECEIVE
3.	The Employer shall contribute to the Hea	th and Wellere Fund for each Co	reced Employee at the
٠.	following rates:	*	AUG 2 3 2005
	Effective Date:	Rate	_ <del></del>
	Effective Date:	Rate:	CONTRACT
			DEPARTMENT
	Effective Date:	Râle:	<del></del>
	Effective Date:	Rate	
	Effective Date:	Rate:	
		and a fact and facts in corporate	e 2 and 2 aboll to determined by

- Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective pargaining agreement ts being negotiated. In the absence of an interim agreement, the contribution rate required to be past after termination of a collective bargaining agreement and prior to extremine execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collection bargaining agreement. However, the Trustees reserve the right to reduce benefit leve of the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargarning agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer multiply agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terinmate until a) the Trustees decide to terminate the palicipation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by centified man with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the N. RB certifies the result of an election that terminales the Union's representative status or d) the data the Union's representative status terminates through a valid discourse of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in affect with respect to the other Fund. In the event an NLRB election of disclamer of interest referred to mich or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
- When a new collective pargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone re nain enforceable. The following agreements shall not be valid, a) an agreement that curports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Func(s), b) an agreement that purports to prospectively induce the contribution rate payable to the Pension Fund or e) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a corrective bargaining agreement that has been accepted by the Pension Fund

- 7. For purposes of this Agreement, the term "Covered Employee shall not designed employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Walfare Fund if the collective bargaining agreement explicitly excurtes casual employees from participation in the Health and Walfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compansation (regardless of whe her the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or itness pay, byoff/severance pay, vacation pay or the Payment of wages which are the result of any National Labor Relations Board proceeding, gnewarcetarbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee compales the specified waiting period, it required by the applicable officeove bargaining agreement, contributions shall also be made to the specified waiting period, it required the applicable officeove bargaining agreement, contributions shall also be made to the specified waiting and Covered Employee who is not working due to thress or injury even if the Covered Employee is not entitled to compensation. The Employee shall pay any contributions that would have otherwise been paid on any Covered Employee shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. § 104 3.
- On or before the 15th day of each month, the Employer must report to the Fund(\$) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions dweld for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(\$) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the fund(\$), including, but not limited to, a torridyst fees and costs and b) at the option of the Trustees or their delegated representative the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions divided the covered workforce on times. Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on times, the Employer must pay the contributions balled by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If higabon is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' tees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse undection rule (including Special Guilletin 90-7) and agrees that while this Agreement remains in effect, if will not enter into any agreement or engage in any Practice that violates the adverse selection rule
- 13. This Agreement shall in all respects be construed according to the laws of the United States—in all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent control rions or to conduct englist, the lithous len year written contract statute of limitations shall apply. The Employer agrees that the statute of I mitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the corective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

ATLAS LOCISTIES	— Local Union No. ラップグ
Employer Name	
Redacted by U.S. Department	Redacted by U.S. Department
of the Treasury	of the Treasury
an and a community	
Printed Name and Tipe	Printed Name and Title
	8-17-05
08-17-05	-→ Date
Date	
3475 JUTERHATIONAL PARK	<b>≥</b> }
Complete Address of Employer	RECEIVED
### A September   Fax Number	AUG 2 3 2005
74-2894949	CONTRACT
Federal Employer Identification Number	
If the Employer is signatory to a National or Group Con	htract, indicate the name of such Contract: MH
The same and the same of the s	<del></del>
Is the Employer an illnerant construction company wor	xing on a project or on a seasonal basis. Yes No X



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER:

0438510-0103-00413A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

- 1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and .Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.
  - The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates;

Effective Date:	03/31/13	Rate:	\$333.40
Effective Date:	_03/30/14	_ Rate:	\$338.00
Effective Date:	03/29/15	Rate:	\$338.00
Effective Date:	04/03/16	_ Rate:	\$338.00
Effective Date:	04/02/17	_ Rate:	\$338.00

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

Effective Date:	Current	Rate:	\$297.70		
Effective Date:	8/04/13	Rate:	\$327.70		
Effective Date:	8/3/14	Rate:	\$347.70		
Effective Date:	8/2/15	Rate:	\$367.70		
Effective Date:		Rate:			

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the bargaining unit,

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s) b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, gnevance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that falls to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement,
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department	Local Union No4/3
of the Treasury	Redacted by U.S. Department of the Treasury
Date Date	9-6-2013 Date
Columbus OH U3221 Complete Address of Employer	RECEIVED
Telephone Number  Services Address of Employer  Services Address o	SEP 1 8 2013 CONTRACT DESCRIMENT
If the Employer is signatory to a National or Group Contract, indicate the	name of such Contract:
Is the Employer an itinerant construction company working on a project	or on a seaso <b>nal</b> ba <b>s</b> is? Yes NoX
Chlasers/konvaca/DosktopUK 2013/LU413 PA Alias Holding.doc = 01/14/2008 -3-	



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9500

_	ACCOUNT NU	MBER:
THIS Southwest A Fund ("Healt classification	h and Welfare Fund") in accordance v ity	der which the Employer will participate in the Central States. Southcoat and dor the Central States. Southcoat and Southwest Areas Health and Wolfare its collective pargnining agreement with the Union covering the following job
and any other	r job classification covered by the collect	ve bargaining agreement.
1. Welfare Fund	The Union and Employer agree to be	e bound by the Trust Agreement(s) of the Pension Fund and/or the Health and opted as well as all rules and regulations presently in effect or subsequently presentive Employer and Employee Trustees and their successors.
2.		Pension Fund for each Covered Employee at the following rates:
	Effective Date: 9-8C	Rate: TO FOLIOL A A ta
	Effective Date:	Rate:
	Effective Date:	Rate:
	Effective Date:	
	Effective Date:	Rate:
3.	The Employer shall contribute to the H	Health and Welfare Fund for each Covered Employee at the tollowing rates:
	Effective Date: 9-8-08	
	Effective Date:	Rate:
	Effective Date:	Rate:
	Effective Date:	Rate:
	Effective Date:	Cate.

Contribution rate changes after the last Effective Data set forth in paragraphs 2 and 3 shall be determined by cach new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new isoliective bargaining agreement is being neconated in the absence of an interin agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Truslees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

Rate:

This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a octlective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay con ributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or (b) the Employer is no longer obligated by a contract of statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return recept requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB cartifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status ferminates through a valid displaimer of interest. In the event the Employer part cipates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or his relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit,

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following ogreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective pargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managenal or supervisory capacity or any person employed for the principal curpose of cottaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/shall receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, norday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wades which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on nowly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to liliness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member of former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, leyoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, e) the Employer small be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not, mited to, attorneys faes and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become definquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the for owing Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Func regardless of actual terminations, leaves of absonce, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that falls to briefly any required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's habitry.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bergaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

HUTO HANDLINGE LORD LOCAL Union No	. 89
Redacted by U.S. Department Redacted by	U.S. Department
of the Treasury of the Treasury	ıry
9/24/08 9-2-L	1-08
2345 GRAND # 400	
Complete Address of Employer	
816-923 - 4100 816-983 - 5000 Telephone Number Fax Number	RECEIVED
73-0934011 Federal Employe Identification Number	SEP' 2 6' 2008
1 20 and Employe Ide (Intality Atmosph	3EF 2 4 2000
If the Employer is signatory to a National or Group Contract, indicate the name of such Con	tract: CONTRACT DEPARTMENT
Is the Employer an itinerant construction company working on a project or on a seasonal ba	sk? Yes No

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CENTRAL STATES

PRESENTE SINILO

Fax:847-518-9773

Nov 7 2008 11:39

NO. 733 P. 02

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# PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNOHEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ELLINOIS 60018-4938 PHONE: (547) 618-9800

ACCOUNT MANAGEMENT

					i will pursicipate in the Central State Southwest Areas H g agreement with the Union covering	) the following jui
and any other	r job classification cove	wed by the col	active barga	ining agreemen		
1. Weitsne Fund	The Union and Em and all amondmores a Trustees of the Fund	player agree in Subsequently (S) and eccept	be bound be adopted as the respecti	w the Truct Age well as all rule we Employer as	reement(s) of the Pension Fund and 6 and regulations presently in effect of Employee Trickes and their sim-	OF EUDEOQUERES
	CHAPTER STATE	Contribute to t	he Pension I	und for each (	Covered Employee at the following ra	toe ·
	Effective Date:	06/01/200m		Rate;	53.20 Oall (1,28 401H) -54.40	<b>~</b> ,
	Effective Date:	CAM Y/XDGS			97.48 Dally-(1 28 401K)-58.00	
	Effective Date,	<u></u>				
	Effective Ontil			_		
	Effective Date:					
3.	The Employer shall				for each Covered Employee at the fo	olicaring enters
Hoczwa Date:	04/#1/200f		297,7p			
Noctive Distact	02/03/2006			<del>-</del>		
Inches Date		Rate				
Vocahve Data:						

- anges after the test Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the profeds when a new collective being agreement is being nagolished. In the absence of an interior agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new coffective bargaining agreement or the feministion of this Agreement, shall be the rates in effect on the test day of the perminaged collective bargarning agreement. However, the Trustaes reserve the right to reduce ponest levels if the contribution rate is or becomes less than the then published rate for the applicable
- Thus Agreement and the obligation to pay contributions to the Fund(s) will combine after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the femployer multiplify agree is writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until at the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of paracipation or b) the Employer is no longer obligated by a contract or statute to contribute in the Punisi(s) and the Fund(s) have received a written notice directed to the Fund(s). Compacts Department at the address specified above sont by contribut mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the MLRB certifies the result of an election that terminates the Union's representative at this date the Union's (appreciative status terminates through a visid discarines of interest, in the aword the Employer participator in both the Pennises Fund and the Health and Wolfani Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or a) relation to only yeart of the pargetring unit, this Agreement shall terrain in effect with respect to the remainder of the bergalising unit.

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NO. 733 DOR

CENTRAL STATES

Fax:847-516-9773

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When a new collective bergaining agmement is algored or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts. Department by cartified mail (reform receipt requested) at the address apreciaed above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this peragraph, shall not be binding on the Trustees and this Agreement and the written egreement(e) that has been submitted to the Fund(s) shall above remain enforcestile. The following agreements shall not be valid: a) an agreement that purports to retreachedy elements or reduce the Employer's statutory or contractual duty to contribute to the Fund(e); b) an egreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to committee to the Pension Fund during the stated term of a collective bergaining agreement that been accepted by the Pansion Fund.

- For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. about term employees who work for uncertain or irregular duration) extrapt a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund If the collective bargaining agreement explicitly excludes cause employees from participation in the Health and Wedfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of extending benefits from the Fundis).
- The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/site receives. or is entitled to receive, comparisation (regard)-se of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday gay, disability or illness pay, layor-inseverance pay, vecesion pay or the payment of seeges which are the result of any National Letter Relations Board proceeding, grievancetarbitration proceeding or other togal proceeding or sentement If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bergeining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to likess or injury even if the Covered Employee is not emitted to compensation. The Employer shall pay any contributions that would have otherwise been peid on any Covered Employee who is a re-employed sense member or former service member but for his or her absorros during a partod of uniformed service as defined at 32 C.F.R. §104.3.
- On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all combibutions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest an the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not rimited to, attempty's fees and costs and b) at the option of the Trustume or their delegated expresentative, the payment of contributions that acords after the Employer has become delinquient shall be accelerated so that the contributions overed for each calendar week (Sunday through Saturday) shell be due on the following Monday. If the Employer falls to report changes in the covered tearkforce on time, the Employer must pay the contributions billed by the Heptin and Widters Fund regardless of actual terminations, reaves of absence, layoffs or other changes in the worlderss. The Trustees reserve the right to learninger the participation of any Employer that fails to timely pay required contributions.
- The Employer shall provide the Trusmes with access to its payroll records and other pertinent records when requested by the Fund(s). If Begation is required to either obtain soxies to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s)
- The Trusteen shall not be required to submit any dispute concarning the Employer's obligation to puly contributions to any griovance/arbitration procedure set forth in any collective pargaining agreement
- The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that white this Agreement remains in effect, it will not enter toto any agreement or engage in any practice that violates
- This Agreement that in all recusors be correlated according to the Laws of the United States. In all actions taken by the l'nastees to enforce the server of the Agreement, including actions to collect delinquent constitutions or to conduct guidas, the listons ten year written contract absume of Sentations shall apply. The Employer agrees that the stands of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there endate any contrict between any provinces of this Participation Agreement and any provisions of the collective bargaining

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CENTRAL STATES Fax: 847-518-9773

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P. 04

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duty outhorseed representatives, the day and year first above witton

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Redacted by U.S. Department	of the Treasury
of the Treasury	
POHING CIED 2 2010 TESO	Printed Name and Tibe
11/14/08	12-5-08
Oaste	Ceno
2345 Grand Glyd, Ste 400 Complete Address of Employer Kansas City, mo	A
Companie Address of Employer Kansas City, mo	64108
816-983-4000 816-983-5000 Telephone Number Fax Number	
73-0934011	
Federal Employer Identification Number	
If the Employer is signatory to a National or Group Contract, Indices	to the name of such Contract
NATIONAL AUTO TRANSPORTERS AGREEMENT	
is the Employer an itinerarit construction company working on a pro-	ogect or on a seasonal basis? Yes No



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Rate. \$ 225.70 JWK - 34.00 SINGLE DAY



Effective Date:

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EMPLOYIN TRUETERS HOWERS MIGOVENEL APTHUR M. BUNTE, JO THU J. VENTURA BARY I CALDWELL CHR STOPHER J LANGAN

PERSONAL CHARGE

THIS AGREEMENT sets form me terms under which the Employer will participate in the Central States. Southeast and Southwest Areas Penaion Fund ("Penaion Fund") and/or the Central States. Southeast and Southwest Areas Hearth and Wolfare Fund") in accordance with its co-lective bergaining agreement with the Union covering the following job other job classification govered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(e) of the Pension Fund and/or the Health and Welfere Fund and all amandments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Frind(s) and accept the respective Employer and Employee Trustees and their successors. The Employer small contribute to the Pension Fund for each Covered Employee at the following retes: 2. Effective Date: 1/22/07 Rote \$ 51.20 /DAY RECEIVED Effective Deta: \_ Rote: \_\_ Effective Date. \_\_ Rete: \_ FEB 0 1 2007 Effective Date. \_ Rate. Effective Dete. CONTRACT ROTO: DEPARTMENT The Employer shall contribute to the mealth and Welfare Fund for each Covered Employee at the 3. following rates. Effective Date: 1/22/07

Effective Date: \_\_\_ Rate: \_\_\_\_\_ Effective Date: \_\_ Rate: \_\_\_ Effective Date 4 Contribution rate changed after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective batgaining agreement and such rate changes shall be incurporated into this Agreement. The parties may execute an interim agreement establishing outstrand outstrand rate during use periods whith a new conscience bargaining agreement is being regulated. In the absence of an interm agreement, the contribution rate required to be paid after termination of a conective bargaining agreement and prior to either the execution of a new conective bargaining agreement or the termination of this Agreement.

- shall be the rates in officer on the lost day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit Plan or class. This Agreement and the obligation to pay contributions to the Fund(s) will continue ofter the termination of a This agreement and the obligation to pay contributions to the Fund(s) will continue oner the termination or a segment being agreement except and contributions shall be due during a strike unless the Union and the Employer manually agrees in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of frield decision to the Employer specifying and the Fund(s) have received a written adjice directed to the Fund(s). Contracts Department at the address specified above sent to contribute an include the contribute of contribute of the fund(s). by certified mall with return respect requested which describes the reason why the Employer is no longer obligated to contribute or by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute of c) the date the Union's representative status or d) the date the Union's representative status or d) the date the Union's representative status or d) the date the Union's representative status terminates through a valid discinimer of interest. In the event the Employer participates in both the Penalon Fund and the Health and Wolfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agraement shall remain in effect with respect to the other Fund. In the event an NLRB election or discinimer of interest materials to only part of the bergaining unit, this Agraement shall remain in effect with respect to the remainder of the bargaining unit.
- When a new collective bargaining agreement, the Employer shall promptly aubmit the entire agreement or modification to the Fund's? Contracts Department by certified mail (return receipt requested) at the audress specified above. Any agreement or understanding which has not been submitted to the Fund's) as required by this paragraph, shall not be binding on the Trustness and the Agreement and the written agreement(s) that has been submitted to the Fund's) as required by this paragraph, shall since the Employer's statutory or contractual duty to contribute to the Fund's) an agreement that purports to prospectively eliminate or reduce the Contribution trate payable to the Pension Fund or a generated their remons to prospectively eliminate the contribute to Contributions rate payable to the Pension Fund or e) an agreement that purports to prespectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund
- 7. For purposes of this Agreement, the term "Covered Employee" shall meen any full-time or part-time employee covered by a collective beingsining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term to the Health and Welfare Fund if the collective bargaining agreement expectly excludes casual employees from participation to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation to the Health and Welfare Fund. Covered Employee shall not include any person employed in a manageriation supervisory capacity or only person employed for the principal purpose of obtaining benefits from the Fundis).

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8. The Emologer agrees to minit contributions on behalf of each Covered Employee for any period holene receives of sentitled to receive, componention (receives of whether the employment relationship is terminated), including show up that pay, overlime pay, fullday pay, desability of himeas pay, layeff/severance pay, vacation pay or the payment of wages which are the result of any Managar I make Dalations Court and Court pay, oversime pay, residue pay oreability or similars pay, layerredyciante pay, vacation pay or the payment or wasse enter and the result of any National Labor Relations South proceeding, grievance/prot/fetion proceeding or other togal proceeding or settlement, if the collection because the state of the settlement. result of any Nesonal Labor Relations Board proceeding, grievance/protretion proceeding or other togal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified explicable contributions shall be due until the Covered Employee completes the specified waiting period. If required by the epplicable collective bergaining agreement contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to litness or injury even if the Covered Employee is not entitled to compensation. The Employee who contributions that would have otherwise beth paid on any Covered Employee who is a re-employed service member or former service member but for his or her absenced union a period of uniformed service as defined at 32 C F R, §104.3. service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

- Employee workforce (including, but not limited to new hires, tayoffs or torminations) which occurred during the pnor month and new Employee workforce (majuding, but not limited to new hires, layoffs or terminations) which occurred during the pnor month and must pay all contributions owed for the prior morth. In the event of a delinquency, a) the Employer shall be integrated to pay interest on the months are to the Fund(a) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(a), including out not limited to, attermays feets and cousts and b) at the aption of the Trustees of their delinquent that the payment of contributions that section when the Employer nest become delinquent shall be occeived at that the contributions owed for each calendar when (Sunday) shrough Saturday) shall be due on the following by the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions bitted the Trustees (cooks) the right to terminate of ectual terminations, leaves of absence, legoths or other changes in the workforce. The Trustees (cooks) the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other partinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings and the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer. and the Employer shall pay any attorpays thes and costs incurred by the Fund(s).
- 11. The Trustees shed not be required to submit any dispute concerning the Employer's obligation to pay contributions to eny prievance/arbitration procedure set forth in any collective bargaining egreement.
- 12. The Employer soknowledges that it is ewere of the Fund(s)' adverse selection rule (including Openial Suletth 00-7) and agrees that while this Agreement remains in offset, it will not enter into any agreement or a significant and practice that Molates
- This Agreement shall in all respects be construed according to the lews of the United States. In all ections laken by the Trustess to enforce the terms of this Agreement, including actions to collect definquent contributions or to conduct sudits, the Blindis tan your written contract statute of limitations shall opply. The Employer sprees that the statute of limitations shall opply. to account with respect to any unpaid contributions until such fifthe as the Fund(s) receive actual written notice of the existence of the
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective pargaining agreement. this Participation Agreement shall control

IN WITNESS WHEREDF, seld Employer and Union have caused this Instrument to be executed by their duty authorized representatives, the dey and year first above witten.

	RECEIVED
is the Employer an itinerant construction (	ompany working on a project or on a seasonal basis: YesNo
if the Employer is eignstory to a National	Group Contrect, indicate the name at such Contract: NATA
73 - 098 4 011 Federal Employer Identification Number	
Telephone Number Fax Nu	983-5000 mbo.
Complete Address of Employer	108
2345 GRAND BIND GA	
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CONTRACT DEPARTMENT



#### **PARTICIPATION AGREEMENT**

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINO S 60018-4938 PHONE: (847) 518-9800

employer trubtees fred begand lumby younger george 1 westley charles a myomoly madme, young

CWILOTER TRUSTEES FIGURE CRAMON SE STAND H RUNTRA ARITHUY LWOT GARY F. CULDWELL, CHRISTONIA RESTOPMEN I LANGAN

EXECUTIVE DIRECTOR THOMAS C. NYHAN

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Sout	heast and
Southwest Areas Pension Fund ("Pension Fund") and/or the Central States. Southeast and Southwest Areas Health an	d Welfare
Fund ("Hea in and Warfard Fund") in appoint and with its on locally a paraming agreement with the Ection covering the following	lowing job
classification(s): PRODUCTION MAINTENANCE LABORATORI	_ and any
other ton classification covered by the collective bergaining agreement.	

The Union and Employer agree to be bound by the Trust Agreemenks) of the Pension Fund and/or the Health and Weitare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopte

2.	The Employer shall contribute to the F	Pension Fund for each Covered Employee a	
	Effective Date:6/10/07	Rate: \$ 91.80 WEEKL	?
	Effective Date: 6/10/08	Rate: \$ 99.10 WEEKLY	!
	Effective Dute: 6/10/09	Rate: \$115.60 WEEKLY	?
	Effective Date. 6/10/10	Rate: \$124.80 WEEKLY	!
	Effective Date:	Rete:	
3.	The Employer shall contribute to the H	lealth and Wellare Fu <b>nd for</b> each Covered E <sub>l</sub>	nployee at the following rates:
	Effective Date:	Rate:	
-	Effective Date:	Rate:	<b>MECEIV</b>
•	Effective Date:	Rate:	NOV 1 6 200
	Effective Date:	Rate:	
	Effective Date!	Rate:	CONTRACT DEPARTME
an interim aga negotiated. In bargaining aga shall be the rat	bargaining agreement and such rate charecent establishing contribution rates to the absence of an interim agreement and prior to either the execution of as in effect on the list day of the terminate	I Effective Date set forth in paragraphs 2 and anges shall be incorporated into this Agreem furing the periods when a new collective be the contribution rate required to be paid at a new collective bargaining agreement or the ad collective bargaining agreement. However mostess than the then published rate for the a	3 shall to determined by each ent. The parties may execute srgaining agreement is being ter termination of a collective termination of this Agreement, the Trustees reserve the fight
some in writin	aining agreement except no contribution g otherwise. This Agreement and the E tath terminate the participation of the Emi	p pay contribut has to the Fund(s) will contribute a shall be due during a strike unless the Unitimately has boligation to pay contributions at player and provide written natice of their decisions no longer obligated by a contract or state	on and the Employer mutually half not term nate until a) the ion to the Employer specifying

When a new collective barguining agreement is signed or the Employer and the Union agree to change the collective bargatining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail traturn (sowint requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been authoritied to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retreactively efirminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the continuation rate payable to the Pension Fand or c) an agreement that purports to prospectively examinate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective be gaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or pregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual imployees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or liness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, gnevance/arbitrar on proceeding or bother legal proceeding or sottlement, if the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall be made to the Func(5) on behalf of any Covered Employee who is not working due to litness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence diling a period of uniformed service as defined at 32 C.F.R. § 104.3.
- On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not finate to new hires, tayoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a detenquency, a) the Employer shall be obligated to pay interest on the month is due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of corection incurred by the Fund(s), including, but not limited to, alterneys' fees and costs and b) at the option of the Trustees or their delegated regresentative, the payment of contributions that socrue after the Employer has accome calinquent shall be accelerated so that the contributions owned for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fast to report changes in the covered worldorce on time, the Employer must pay the contributions bilish by the Health and Welfare Fund regardless of ectual form nations, features of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fasts to timely pay required contributions.
- 10. The Employer shall provide the Trustess with access to its payroll records and other partinent records when requested by the Fund(s). If fitigation is required to either obtain access to the Employer's records or to coesci additional bittings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is awere of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent Contributions or to conduct sudds. The Illinois tenly ear written contract statute of limitations shall not bealth to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employers liable by
- 14. This Agreement may not be modified or learninated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have Caused this Instrument to be executed by their duty authorized representatives, the day and year first above written.

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CONTRACT DEPARTMENT
the name of such Contract:



#### CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

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1. Welfare Fund	eng all amendments :	ployer agree to subsequently a	be bound by dopted as w	the Trust Agr	egment(s) of the Pension	n Fund and/or the Health and Ity in effect or subsequently d their successors.
2.					Covered Employee at the	
	Effective Date:	04/27/13		_ Rate:	\$22.90 / day	·
	Effective Date:	04/27/14		_ Rate:	\$24.30 / day	<del></del> _
	Effective Date:	04/27/15		Rate:	\$25.80 / day	
	Effective Date:	04/27/16	-	- Rate:	\$26.80 / day	
	Effective Date:	04/27/17		Rate:	\$27.90 / day	
3.	The Employer shall o	contribute to the	e Health and	Welfare Fund	for each Covered Emplo	yee at the following rates:
Effective Date:	Not Fund Participant	Rate:	N/A			
Effective Date:						
Effective Date: Effective Date:		Rate: Rate:				
Effective Date:		Rate:				<del></del>
			<del></del>	<del></del>	<del></del>	
4, new collective b	iargaining agreement a	and such rate c	hanges shali	be incorporate	ed into this Anreement ."	shall be determined by each The parties may execute an aining agreement is being

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall along remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board p occeding, gnevance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If req ired by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each catendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions b'ited by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

B & J Moving & Storage	Local Union No. 580
Redacted by U.S. Department  Rep of the Treasury	Redacted by U.S. Department of the Treasury
Prin	2 - 20 - 15 Date
3/10 7000259 (MSuh M1 98906 Complete Address of Employer 57 484 471 57 484 0304	
Telephone Number Fax Number	
38 /6 '4709) Federal Employer Identification Number	and the state of t
If the Employer is signatory to a National or Group Contract, indicate the Is the Employer an itinerant construction company working en a project	

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MAR 0 5 2015

GONTRACT TOPPARTMENT



RE: BMM CONSTRUCTORS

## PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD . ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ENITOTEE TRUSTERS JOE CASH JERRY YOUNGER OCCROS J WESTLEY PHILIP E YOUNG

EMPLOYER TRUSTEES
HOWARD MADDLO-ULL
ARTHUR H. BLATTE, JR.
DAVID F, MORRESON
TOM J. VENTURA
DAVID J. BRUTTO

PRECUTIVE DIRECTOR RONALD J KLIBALANZA

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Call Southeast and Southwest Areas Pansion Fund ("Pension Fund") and/or the Central States. Southeast and Areas Health and Welfare Fund") in accordance with its collective bargaining	7 SANDOMARK
with the Union covering the job classification(s) of: drivers	<del></del> ·

1.	The Union and Employer agree to be bour not Welfare Fund, all rules and regulations press and accept the respective Employer and Employer	nd by the Trust Agre	xedneutià #dobred	ension Fund and/or by the Trustees of
2.	The Employer shall contribute to the Pension	n Fund per <u>day</u>	XXXXX	cidayinoux (choose
one) (the "C	ontribution Period") for each Covered Employe			
	Effective Date: 6/1/00	Rate: _	\$25.60/day	(\$128/wk max
	. Effective Date: 6/1/01	Rate: _	\$28.00/day	(\$140/wk max
	Effective Date: 6/1/02	Rate: _	\$30.80/day	(\$154/wk max
	Effective Date: 6/1/03	Rate:_	\$32.40/day	(\$162/wk max
	Effective Date: 6/1/04	Rate:	\$34.00/day	(\$170/wk max)
3. for each Co	The Employer shall contribute to the Heal wered Employee at the following rates:	th and Welfare Fun	nd per week (the "C	ontribution Period )
	Effective Date:	Rete:		OO NOV
	Effective Date:	Rate:	_ <del></del>	28
	Effective Date:	Rate:		ECEIVED CONTRACT DE 00 NOV 28 PM 12: 34
	Effective Date:	Rate:		34 34

Contribution rate changes after the last Effective Date set forth in paregraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a cotlective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

Effective Date:

Rate: \_

- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually egree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address . \_\_\_ specified above sent by certified mall with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.
- When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall atone remain entorcaable.
- For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managenal or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

- 8. The Employer egrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, heliday pay, disability or liness pay, tayoff-soverance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a reemployed service member or former service member but for his or her absence during a penod of uniformed service as defined at 10 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workflorce (including, but not limited to new hires, tayoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month, in the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited when the payment is made, together with all expenses of their delegated representative, the payment of contributions that accrue after the Employer has become definquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Truslees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If ftigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bullesin 90-7) and agrees that white this Agreement remains in effect, it will not enter into any agreement that violates the adverse selection rules.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trusteee to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the likinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
  - This Agreement may not be orally modified or terminated.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Pedacted by U.S. Department	Local Union No. 247
Redacted by U.S. Department	
of the Treasury	Representative Signature
	Tommy Aloisia, V.P.
PILIT DAME STEEL DOING	Printed Name and Title
0 Superior Avenue	S
nster, IN 46321	AQ.
Complete Address of Employer	0 NOV 28 PM 12: 34
219 )922-5000	<b>~</b>
Telephone Number	77.2
•	PH 12: 34
Federal Employer Number	
If the Employer is signatory to a National or Group C Associated General Contractors—	Contract, indicate the name of such Contract:
Associated General Contractors-	47R - MM/R

TEAMSTERS 974

(612) 331-6383

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FELHABER LAW MPLS → 9523517421

Fax: 847-518-9773

NO.761 D003

#### PARTICIPATION AGREEMENT

	ACCOUNT NUMBER:	<u> </u>	
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THIS AGREEMENT sots forth the terms under which the Er	ingloyer will participate in the Central States, Southeast and
Southwest Areas Pension Fund ("Pension Fund") and/or the Control	
Fund ("Health and Welters Fund") in according with its collective be	ignifiting agreement with the Union covering the following job
classification(s): fr. fr. typ fillian Auto Op. Association	

and any other job disselfication covered by the collective bergaining egipement.

- 1. The Union and Employer agree to be bound by the Trinst Agreement(s) of the Pension Fund and/or the Houlth and Welfere Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.
  - 2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following mass:

Effective Date: 12/27/2009	Rate:	B 192.70
Effective Date: ************************************	Rate:	\$ 142.00
Effective Date:	Rafe	
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3. The Employer shall contribute to the Health and Wetfare Fund for each Covered Employee at the following rates:

	_	j	i i	
Effective Date:	N/A	Rate:		 
Effective Date:		Hate:		 
Effective Deta:		Rate:		 
Effective Date:		Rate:		 
Effective Deta:		Rate:		 
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- Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when in new collective bargaining agreement in being negotiated. In the absence of an interim agreement, the contribution rate is unusually agreement or the termination of a delective bargaining agreement and prior to either the execution of a new collective interpalling agreement or the termination of this bargaining agreement, shall be the rates in effect on the test day of the terminated in the bargaining agreement. However, the Trustees fearers the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will confirm after the termination of a colective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer madually agree in writing otherwise. This Agreement and the Employer's obligation to pay on effects a shall not terminate until a) the Incurses decide to terminate the participation of the Employer and provide written making of their decision to the Employer specifying the date of termination of participation of the Employer and provide written making of their to contribute to the Fund(s) the date of termination of participation or b) the Employer and provide date to contribute as and the Fund(s) have received a written notice direction the reason why the Employer a no longer obligated to contribute or by cartifico mail with return receipt requested which describes the reason why the Employer and longer obligated to contribute or by cartifico mail with return receipt requested which the unique of the date the NLRB conflicts the fund of an election that terminates the Unipris representative status terminates through a wall discisionar of interest. In the page the Employer participates in both the Pund(s) fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Pland, then due Agreement Fund and the bargaining unit, this Agreement chall remain in effect with respect to the remainder of the bargaining unit.

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Fax:847-518-4115

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8. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Familia) Contracts Department by certified small (return receipt requested) at the activess specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be blinding on the True gets and this Agreement and the written agreement(s) that has been automitted to the Fund(s) shall alone remain tending, i.e. The fermion agreements shall not be valid: a) in agreement that purports to retroactively eliminate or reduce the Employer's statisticity or complete the tending to the Fund(s) is an agreement that purports to propegatively reduce the contribution rate payable to the Pension Fund or c) an impresement that purports to prospectively refinitiate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fundis) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a unusual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bernault not include any berson employed to a menagerial or supervisory capacity or any person employed for the principal purpose of obtaining barustics from the Fundis).
- 8. The Employer agrees to spirit contributions on behalf of each Covered Employee for any period he/she received, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or "http://pay.leyoffbewerence pay, vecation pay or the payment of wages which are the result of any Netional Labor Relations Board proceeding, grievence/artitized proceeding or other legal proceeding or settlement. If the collective is apparently agreement chates that contributions shall be due on newly hired Covered Employees for a specified waiting period. If required by the apparation of contributions shall be due until the Covered Employee completes the specified waiting period. If required by the apparatible collective bargaining agreement, contributions shall also be made to the Fund(a) on behalf of any Covered Employee who is not working due to litingss or injury even if the Covered Employee who is not employed that would have otherwise been paid on any Covered Employee who is a re-employed service member of termer service member but for his or has absence during a period of uniformed service at defined at 32 C.F.R. § 104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (andwing but not limited to new hires, layoffs or farminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a durinquency, a) the Employer shall be obligated to pay interest on pay all contributions owed for the payment was due to the date when payment was due to the date when the payment is made, together with as expenses of collection incurred by the Fund(s), including, but not limited to, attempts' fees and costs and b) at the option of the expenses of obligation incurred by the Fund(s), including, but not limited to, attempts' fees and costs and b) at the option of the trustees or thair dategasted representative, the payment of contributions that accura offer the Employer has become definquent shall be acceptated so that the contributions owed for each catendar week (Sunday through Statutary) shall be due on the following Manday. If the Employer fails to report changes in the covered workdoce on time, the Employer must pay the contributions billed by the Health and Weffare Fund regardless of scalal terminations, leaves of absence, byoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that tally to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other persent records when requested by the Fund(s). If highton is required to either obtain access to its Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shell be paid by the Employer and the Employer shall pay any atterneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shell not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Europhyser acknowledges that it is aware of the Fund(a) odverse salection rule (including Special Bulletin 90-7) and agreement while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 19. This Agreement shall in all respects be construed according to the laws of the laws of the classes. In all ections taken by the Traslage to enforce the terms of this Agreement, including actions to colerct definquent contributions or to conduct sudits, the lightle in year written contract statute of limbs one shall apply. The Employer agrees that the statute of limbships to account with respect to any unpaid contributions until such time as the Fund(s) receive ectual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any curdict between any provisions of this Participation Agreement, this Participation Agreement shall control.

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## **PARTICIPATION AGREEMENT**

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 0516860-0600-00283A

and any other	er job classification cover	ed by the collective bar	rgaining agreemen	t.	
1. Welfare Fun	The Union and Emi	ployer agree to be boun	d by the Trust Agr	eement(s) of the Pensions press	on Fund and/or the Health and ontry in effect or subsequently nd their successors.
<b>2</b> .	The Employer shall	contribute to the Pensi	on Fund for each C	overed Employee at the	e following rates:
	Effective Date:	11-1-13	Rate:	\$200.80	•
	Effective Date:	11-1-14	Rate:	\$208.80	<del></del>
	Effective Date:	11-1-15	Rate:	\$217.20	
	Effective Date:	11-1-16	Rate:	\$225.90	<del></del>
	Effective Date:	11-1-17	Rate:	\$234.90	
3.	The Employer shall	contribute to the Health	and Welfare Fund	for each Covered Emp	loyee at the following rates:
	Effective Date:		Rate:		
	Effective Date:		Rate:		
	Effective Date:		Rate:		· <del>-</del>
	Effective Date:		Rate:		<del></del>
	Effective Date:		Rate:		

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mall with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which be binding on the Trustees and this Agreement and the written agreement(s) as required by this paragraph, shall not remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement, waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

LINDE GAS NORTH AMERICA LLC Employer Name	Local Union No. 283
Redacted by U.S.  Reg Department of the	Redacted by U.S. Department of the Treasury
Treasury Prin	Original Name of Two
5/3/2013 Date	Printed Name and Title  Mars 72, 7015
575 Mantain Ave	Date
New Providence, 195 07974  Complete Address of Employer	RECEIVED
908 - 771 - 4777 988 - 771 - 1367 Telephone Number Fax Number	MAY 2 0 2013
30 -0383 90 Federal Employer Identification Number	CONTHACT DEPARTMENT
If the Employer is signatory to a National or Group Contract, indicate the	name of such Contract:
Is the Employer an itinerant construction company working on a project of	on a seasonal basis? YesNoX

## PARTICIPATION AGREEMENT

CENTRAL STATES, SCUTHEAST AND SOUTHWEST AREAS PENSION FUNDIHEALTH AND WELFARE FUND 9377 WEST HIGG-NS ROAD ROSEMONT, ILLINO 5 60016-4938 PHONE (847) 518-9800

HATE CADAS CHAPTS V HABBER BEDICE T MESUTA TENTO GEOWIE LANTONEE JUNETERS

CHRISTOPHER TRUSTEES
TERRATED WEST, SR
TOWLE VERNITURE
CONFLICTION

EXECUTIVE CHARLICH THEMAN & MYSMAN

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, States Hand Southwest Areas Pension Fund ("Fension Fund") and/or the Central States, Southeast and Southwest Areas Hand Southwest Areas Pension Fund ("Fension Fund") and/or the Central States, Southeast and Southwest Areas Hand Southwest Areas Pension Fund ("Fension Fund") and/or the Central States, Southeast and Southwest Areas Hand Southwest Areas Hand Southwest Areas Pension Fund ("Fension Fund") and/or the Central States, Southeast and Southwest Areas Hand Southwest Areas Pension Fund ("Fension Fund") and/or the Central States, Southeast and Southwest Areas Hand Southwest Areas Pension Fund ("Fension Fund") and/or the Central States, Southeast and Southwest Areas Hand Southwest Areas Hand Southwest Areas Pension Fund ("Fension Fund") and/or the Central States, Southeast and Southwest Areas Hand Southwest Areas Pension Fund ("Fension Fund") and Pension Fund ("Fension Fund") a	
and Southwest Areas Pension Fund (Trension Fund ) around the Collective bargaining agreement with the Union co- Wettare Fund ("Health and Wetfare Fund") in accordance with its collective bargaining agreement with the Union co-	eung me
Welfare Fund ( Meaks and Welfare Fund ) in Vers	and any
following job classification(s): Truck Drivers	
other top classification covered by the collective paras using agreement	

The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or supsequently adopted by the Trustees of the Fund(s) and accop

2	The Employer sh	all contribute to t	he Pension	n Fund for ea	ich Covered Employee	Of fire lotoning towns
	* Effective Date: _	August 12,	2006	Rate: _	\$27.40 per day	<del>-</del>
	Effective Date	August 12,	2007	Rate _	\$29.30 per day	
	Effective Date:	August 12.	50 <u>06</u>	Rale:	\$31.10 per day	<b>_</b>
	Effective Oate:	August 12,	2009	Rate:	\$33.60 per day	_
	Effective Date:			Ral <b>e</b> t,		_
3.	The Employer st following rakes:	vali continuote fo	ihe Headh	and Welfare	Fund for each Covere	d Employee at the
	Effective Date:			Ra <b>le</b> :		_ <del>_</del>
	Effective Date:			Rate <sup>.</sup>		- RECEIVE
	Effective Date:				. <u> </u>	
	Effective Date			Rate.		<u> </u>
	Errective Date:			Rate	·	CONTRACT DEPARTMENT
ng neg Invelta Agree Agree	Hective bargaining a nizero agreement es oliated In the abse irgaining agreement ement, shall be the re erve the right to red te benefic plan or cle	greament and SU stablishing contribute acc of an interim and prior to eithe mes in effect on tri liuge benefit level 1865.	ch rate cha whon rate: agreemer r the exect to last day the con	inges shar bi is during the P is the contrib of on of a new of this fermion itribution rate	enode when a new coll button rate required to t a collective bargaming : elad collective bargamin es or becomes less tha	and 3 shall be determined by Agreement. The parties may entire bargaining agreement to paid after termination of a ogreement or the termination no agreement. However, the in the then published rate for
5 	irgaining agreement or multipliy agree in v httl a) the Trustees d	and during <b>a</b> 550) withing otherwise ecide to terminate	ce except ( This Agi & the Parbo h of parbo)	no continibility ement and the ipation of the pation or in)	e Employers obtgation	nue after the termination of a a strike unless the Union and to pay contributions shall not written notice of their decision ger obligated by a contract or to the Fund(s)' Contracts

When a new coreclive bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to cor inbute to the Fund(s); b) an agreement that purports to prospect rely reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining CONTRACTS agreement that has been accepted by the Pension Fund.

remain in effect with respect to the remainder of the bargaining unit

- 7. For purposes of this Agreement, the term! Covered Employee: shall mean any rull, time or partitime employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual emproyees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with rospect to the Health and Welfere Fund if the collective bargaining agreement explicitly oxcludes casual employees from participation in the Health and Welfere Fund. Covered Employee shall not include any person employed in a manageria; or supervisory capability or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or a entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or itness pay, largeff/secerance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, gnovance/arouration proceeding or other legat proceeding or settlement. If the collective bargaining agreement status that contributions shalf not be due on nowly filted Covered Employees for a specified waiting period, no contributions shalf be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shalf also be made to the Fund(s) on behalf of any Covered Employee white is not entired to compensation. The Employee shall pay any contributions that would have otherwise been paid on any Covered Employee with its a re-employed service member or former service member but for his or first absence during a period of uniformed service as defined at 32 C F.R. § 104.3.
- On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered En playee wondorce (including, but not limited to new fires, layoffs or terminations) which occurred during the phor month, and must pay all contributions owed for the phor month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the montes due to the Fund(s) from the date when payment was due to the Employer shall be obtigated to pay interest on the montes due to the Fund(s) from the date when payment was due to the Employer has a cost and by at the oppon of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the overed workforce on time, the Employer must pay the contributions billed by the Health and Werfere Fund regardless of actual terminations, reaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that lace to limitly pay required continuotions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If itsgation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in at respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Minors terriger written contract statute of firmitations shall not begin to accorde with respect to any unpend contributions unbit such time as the Fund(s) receive actual written notice of the Employer's hability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Urrion have caused this instrument to be executed by their duty authorized representatives, the day and year first above written

Builey Free miles for.	164		
Redacted by U.S. Department	Redacted by U.S. Department		
of the Treasury	of the Treasury		
	8-16-06		
Date	Date		
1073 Toro Road, P. O. Box 660			
Jankson, Michigan 49201 Complete Address of Employer	RECEIVED		
/517 <sub>1</sub> 750-3030 /517 <sub>1</sub> 750-1095	AUG 2 9 7005		
Telephone Number Fax Number 382009278	CONTRACT DEPARTMENT		
Federal Employer Identification Number			
If the Employer is signatory to a National or Group Contract, i	indicate the name of such Contract;Ko		
is the Employer an itinerant construction company working or	n a project or on a seasonal basis. Yes No X		



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER:	

		A	CCOUNT NUMB	ER:				
THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast an Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following journal classification(s):								
and a	ny other	ob classification cover	ed by the collective b	argaining agreement				
Welfa adopt	1. re Fund ed by the	and all amendments s Trustees of the Fund(	subsequently adopted s) and accept the res	d as well as all rules pective Employer an	and regulations present d Employee Trustees and			
	2.	The Employer shall		sion Fund for each C	overed Employee at the f	ollowing rates:		
		Effective Date:	11/1/12	Rate:	132.80 per week	<del></del>		
		Effective Date:	11/1/13	Rate:	138.10 per week			
		Effective Date:	11/1/14	Rate:	143.60 per week			
		Effective Date:		Rate:				
		Effective Date:		Rate:				
	<b>3</b> .	The Employer shall	contribute to the Hea	Ith and Welfare Fund	I for each Covered Emplo	yee at the following rates:		
		Effective Date:		Rate:				
		Effective Date:		Rate:		<del> </del>		
		Effective Date:		Rate:				
		Effective Date:		Rate:				
		Cff anti- a Data		Data				

- Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively e iminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. § 104.3.
- Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Bakers Gas & Welding Supplies	Local Union No. 283
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
10/25/12	Printed Name and Title 10/24/17
Date	Date
Complete Address of Employer	
3/3-383-5650 3/3-383-5582 Telephone Number Fax Number	
38-1419864 Federal Employer Identification Number	·
If the Employer is signatory to a National or Group Contract, indicate th	e name of such Contract;
Is the Employer an itinerant construction company working on a project	or on a seasonal basis? Yes No

# **RECEIVED**

NOV 0 2 2012

CONTRACT DEPARTMENT

Effective Date:



#### PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER: 06 02400 -0100 - 002474

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States. Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States. Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job and any other job classification covered by the collective bargaining agreement. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently anopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates: \$55.10 daily 6/1/13 Effective Date: 6/1/14 \$57.30 daily Effective Date: Rate: 6/1/15 \$59,60 daily Effective Date: Rate: 6/1/16 \$62.00 daily Rate: Effective Date: 6/1/17 \$64.50 daily Rate: Effective Date. The Employer chall contribute to the Health and Welfare Fund for each Covered Employee at the following rates 3. not applicable Rate Effective Date: Rate: Effective Date: Effective Date: Rale: Effective Date: Rate:

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

Rate:

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer multially agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) this date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid discriaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the argaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid; a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- The Employer agrees to remit contributions on behalf of each Covered Employer for any period he/site receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Retations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement, if the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the soucified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury over if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, tayoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a definquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, altorneys' fees and costs and b) at the option of the Trustees of their detegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions bitted by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If ittigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grevance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- This Agreement shall in all respects be construed according to the laws of the United States—In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duty authorized representatives, the day and year first above written.

T-2	
Employer Name Construction, In	Redacted by U.S. Department
Redacted by U.S. Department	of the Treasury
of the Treasury	
,	
Fillingo Maine and And	Printed Name and Title
10-17-12	6-17-13
Date	Date
2397 Devendale Rd, Ste 101	
Rochester Hills, Mi 48309 Complete Address of Employer	RECEIVED
248-844-5460 278-844-5468 Telephone Number Fax Number	JUN 1 7 2013
38-3017461 Federal Employer Identification Number	CONTRACT DEPARTMENT
If the Employer is signatory to a National or Group Contract, Indicate the AGC of Michigan, Non-associated Employer	engine of such Contract:
is the Employer an itinerant construction company working on a project	or on a seasonal basis? Yes No

-3-



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 80018-4938
PHONE: (847) 518-9800

	A	CCOUNT	NUMBER:			
Fund ("Hosith		accordance v	with its collective		will participate in the Control Southcost and Southwest Are agreement with the Union con	
and any other	job classification covere	d by the colle	ctive bargaining	egreement		
1. Welfare Fund adopted by the 2.	Trustees of the Fund(s	s) and accept	idopied as well i the respective Er	na at rules mployer and	ement(s) of the Pension Fund and regulations presently in I Employee Trustees and their	effect or subsequently successors.
••	· ·		ne Penson Fund		overed Employee at the follow	ing retas:
	Effective Date:			Rate:	\$209.20 per week	
	Effective Date:	<u>5/1/15</u>		Rate:	\$217.60 per week	
	Effective Date:	5/1/16			\$226.30 per week	<del>-</del>
	Effective Date:			Rate:		<del>_</del>
	Effective Date:			Rate:		<u> </u>
3.	The Employer shall o	ontribute to th	e Health and We	Mare Fund	for each Covered Employee at	the following rates:
Effective Date:		Rate:	\$10.10	er hour		
Effective Date:	5/1/15	Rate:			.10 per hour	
Effective Date:	5/1/16	Rate:	not to exc	ged 512	20 per hour	
Effective Date:	<u> </u>	Rete:				
Effective Date:	:	Rate:				

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bergaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bergaining agreement to being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department of the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disciplinar of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfere Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disciplinar of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to charge the collective bargaining agreement, the Employer shall promptly cultimit the artire agreement or modification to the Fund(s)' Contracts Department by cartified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution abligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustoes and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or imagurar duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any pariod he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or litness pay, layoff/severence pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covarid Employee worldorce (Including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions award for the prior month. In the event of a delinquency, s) the Employer shall be obligated to pay interest on the monles due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer falls to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layouts or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that falls to timely pay required contributions.
- 10. The Employer shall provide the Trusticos with occase to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to althor obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arb/tration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct studies, the lillinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpeld contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of this collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union here caused this instrument to be executed by their duty sushorted representatives, the day and premitral above written.

FARMANG- CAN	t in Thursday to	Local Union No. 722
Redacted by U.S. Depa	artment	
of the Treasury		
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		Steven Mongen, President
		Printed Name and Tide
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CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938

PHONE: (847) 518-9800

ACCOUNT NUMBER: 0608350-0407-00247B

Southwest Air Fund ("Health	reas Pension Fund ("Pen n and Welfare Fund") in	ension Fund") and/or the	Central States, ective bargaining	will participate in the Central States, Southeast at Southeast and Southwest Areas Health and Welfa agreement with the Union covering the following journal of the contract of the southeast at the contract of the contract o
and any other	r job classification cover	ed by the collective barg	alning agreemen	1.
1. Welfare Fund adopted by th	and all amendments:	subsequently adopted as	s well as all rules	eement(s) of the Pension Fund and/or the Health ar s and regulations presently in effect or subsequent d Employee Trustees and their successors.
2.	The Employer shall	contribute to the Pension	Fund for each C	overed Employee at the following rates:
	Effective Date:	4/1/13	Rate:	\$49.90 day/\$249.50 week max
	Effective Date:	4/1/14	Rate:	\$53.90 day/\$269.50 week max
	Effective Date:	4/1/15	Rate:	\$58.20 day/\$291.00 week max
	Effective Date:	<u> </u>	Rate:	
	Effective Date:	-	Rate:	
3.	The Employer shall	contribute to the Health a	and Welfare Fund	for each Covered Employee at the following rates:
	Effective Date:	not applicable	Rate:	
	, Effective Date:		Rate:	
	Effective Date:		Rate:	
	Effective Date:		Rate:	
	Effective Date:		Rate:	

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid. a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Ragrett Pavine Materials		Local Union No.
Redacted by U.S. De of the Treasury	partment	Redacted by U.S. Department of the Treasury
Printed Name and Title		Printed Name and Title
0/20/13 Date /		6-20-13 Date
5800 Cherry Hill		Date
Ypsilanti, MI 48198		<b>-</b>
Complete Address of Em	ployer	RECEIVED
(734) 483-4775	(734) 483-4774	ILCL
Telephone Number	Fax Number	JUL <b>1 0</b> 2013
13-3003901		CONTRACT
Federal Employer Identifi	cation Number	DEPARTMENT
If the Employer is signato	ry to a National or Group Contract	indicate the name of such Contract:
Is the Employer an itinera	int construction company working	on a project or on a seasonal basis? Yes No

## Barry Trucking, Inc. (Special Services Division) PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD RDSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518 9800

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EPERATIVE EMECALIA DARMALE MYYUN

THIS AGREEMENT sets forth the terms under which the	Employer will participate in the Central States, Southeast and
Southwest views heustou until [Jueuslou Find.] Sudjot live Centra	I Status Southeast and Continued Some Leading and Highland
in order 1 to the interest of the first of t	in committee and east a to continue the lines consider the federal and specialist
classaccacon(a): Truck Drivers	
other job classification covered by the collective bergaining agreem	ent and any

Weller respo:

2.	The Employer shall contribute to the Pe	naion Fun	d for each Covered Employe	q at the following rates:
	Effective Date: January 1, 2006	Rain.	\$124,00 per week	
	Effective Date James 1, 2007	Rate:	\$132.70 prr week	
	Effective Date: January 1, 2008	Rate	\$142. <b>00</b> per week	
	Etecth's Date:	Rate		
	Effective Date:	Relet ,		
	The Employer shall contribute to the He following rates:	ellh and \\	felfare Fund for each Covere	d Employee at the
	Effective Date: N/A	Rate		RECEIVED
	Effective Date	Rate	·····	TOFIATO
	Effective Date:			MAY 1 1 200;
	Effoctive Date	Rate	<b>-</b>	OONTRACT DEPARTMENT
	Effective Date:			

- ast Effective Date set forth in paragraphs 2 and 3 shall be defiring over by each new collective bergaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interior agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the semination of this Agreement, shall be the rales in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- This Agreement and the obligation to pay contributions to the Fund s) will commus after the termination of a collective bergaining agreement except no contributions shall be due during a stake unless in Union and the Employer multiply agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifics the lesuit of an election that terminates the Union's representative status or d) the date the Union's representance status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Vitelfare Fund and the termination retained to in a) or b) relates to only one Fund, then this Agreement shall ternain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
- When a new collective bargaring agreement is signed or the Employer and the Union agree to change the collective bargaring agreement, the Employer shell promotly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which effects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall stone remain enforceable. The following agreements shall not be valid; a) an agreement that purpoins to retroactively eliminate of reduce the Employer's stanutory or contractual duty to contribute to the Fund(s), b) an agreement that purports to prospectively reduce the contribution rate payable to this Panalon Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective pergaining agreement that has been accepted by the Pension Fund.
- For purposes of this Agreement, the term "Covered Employee" shall mean any full ame or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund If the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supernacry capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

- 5. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is encited to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, deability or itness pay, layoff severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement if the activative bargaining agreement status that contributions shall not be due on newly hired Covered Employees for a specified wering period, no contributions shall be covered Employee compretes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to alress or injury even if the Covered Employee is not encored to contribution. The Employee's shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service mamber of former service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Emproyer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month, and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the montes due to the Fund(s) from the date when payment was due to the date when the payment is made, together with elliexpenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the appoint if the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become detriquent shall be accelerated so that the contributions owed for each catendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions bifled by the Health and Weitere Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustoes with access to its payroll records and other partment records when requested by the Fund(s). If itigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any given ance/arbitration procedure set forth in any collective bergelining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Buttetin 90-7) and agrees that white this Agreement remains in a fect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the \_inned States \_ In all adjuns taken by the Yruscess to enforce the \_arms of this Agreement, including actions to collect definquent controllions or to conduct suicits, the littrois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of timilations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's labor \_/\_
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any contlict between any provisions of the Participation Agreement and any provisions of the coloctive bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above winted.

presentatives, the day and year first above without	
erry Trucking, Inc. (Special Services Div.)	Local Loise No. 200
redacted by U.S. Department f the Treasury	Redacted by U.S. Department of the Treasury
5/2/2006	4/2 1/06 Date
20 East National Avenue	
i lusukee <u>kT 53204-1848</u> mpl <b>ete Addr</b> ess of Employer	
10 274-6150 (414) 274-6140 Rephone Number Fax Number	
39-1142527	
ideral En proyer (dentincation Number	
	e name of such Contract:

## RECEIVED

MAY 1 1 2006

CONTRACT DEPARTMENT



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUNDHEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER:

und any other job classification cover	red by the collective bargat	ning agreement	
1. The Union and Em Veifare Fund and all amendments dopted by the Trustees of the Fund	ployer agree to be bound b oubsequently adopted as v (s) and accept the respectiv	y the Trust Agre well as all rules to Employer and	ement(s) of the Pension Fund and/or the Heatt and regulations presently in effect or subsequ Employee Trustees and their successors.
<ol><li>The Employer shall</li></ol>	contribute to the Pension F	und for each Co	overed Employee at the following rates:
Elfective Date:	November 15, 2013	Rate:	\$52.90 per week
Effective Date:	November 15, 2014	Rafe:	\$56.10 per week
Effective Date:	November 18, 2915	Rale:	\$59.50 per waek
Effective Date:		Rate:	
Effective Date:		Rale:	
<ol> <li>The Employer shall of</li> </ol>	contribute to the Health and	Welfare Fund fo	or each Covered Employee at the following rate
Effective Date:		_ Rate: _	RECEIVE'
Effective Date;		Rete:	EINE
Effective Date:		Rate: _	2ECL 001
Effective Date:		Rato:	
Effective Date:		Rate:	CONTRAC DEPARTM

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the test day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(e) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate unit a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(a) and the Fund(a) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by cartified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB cartifies the result of an election that terminates the Union's representative status terminates through a valid disciplinar of interest. In the event the Employer participates in both the Pension Fund and the Health and Wetfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the parasining unit, this Agreement shall remain in effect with respect to the parasining unit, this Agreement shall remain in effect with respect to the parasining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)\* Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroscrively allminate or roduce the Employer's statutory or contin. "Fall duty to contribute to the Fund(s); b) an agreement litest purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covored Employee" shall mean any full-time or part-time employee covered by a collective bargetning agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain-or-irregular-duration)-except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she inceives, or is entitled to needve, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or iliness pay, layoff/severance pay, vecation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement, if the collective bargai ting agreement states that contributions shall not be due on newly hitsed Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the sp. of a distribution applicative bargaining egreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to litness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. § 104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monles due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, alterneys fee and coats and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calculate week (Sundey through Salurday) shall be due on the following Monday. If the Employer tails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, tayoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' less and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct sudies, the lithous ten year written contract statute of limitetions shall apply. The Employer agrees that the statute of limitetions shall not begin to accure with respect to any unpaid contributions until such time as the Pund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of the Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duty authorized representatives, the day and year first above written.

classor Transportation dibia A & C Carriers, Inc.	Local Inton No. 007	
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury	te se
LINER INSTITUTE SUG 116		
10 Feb 2014	2-10-14	
Date 3730 Wyoming Avenue, Suite A	Date	
Dearborn, Michigan 48120		
Complete Address of Employer		
Telephone Number Fax Number	•	
Federal Employer Identification Number	•	•
If the Employer is signatory to a National or Group Contract, Indica	ate the name of such Contract	

RECEIVED
FEB 10 2014
CONTRACT
DEPARTMENT

Effective Date:



# **PARTICIPATION AGREEMENT**

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDAHEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 80018-4938 PHONE: (847) 518-9800

	•	ACCOUNT NUMBER:		• • •	
THI Southwest / Fund ("Heal classification	th and Welfare Fund") in	orth the terms under which coston Fund) and/or the Coston accordance with its collect	live bargaining	will participate in the Central Sta Southeast and Southwest Areas I agreement with the Union covering	tes, Southeast and Health and Walfare ng the following job
ind any other	or Job classification cover	ed by the collective bargain	ing agreemen		
1. Volfare Fun dopled by t	The Union and Emp d and all amandments a ha Trustees of the Fund(	loyer agree to be bound by subsequently adopted as w a) and accept the respective	the Trust Agreel as all rules Employer an	eement(s) of the Pension Fund and and regulations presently in effe- d Employee Trustees and their aud	Vor the Health and ct or subsequently cossors.
2.				overed Employee at the following r	
	Effective Dale:	November 15, 2013	Rate:	\$52,80 per week	<b>4</b> (48.
	Effective Date:	November 16, 2014	Rate:	\$56.10 per week	
	Effective Date:	November 15, 2016	Rate:	\$59.50 per week	-
	Effective Date:		Rete:		
	Effective Date:		Rate:		
3.	The Employer shall or	ontribute to the Health and V	Weltere Fund 1	for each Covered Employes at the	following rates:
	Effective Date:		Rate:		
	Effective Date:		Rate:	,	
	Effective Date:	_ <del></del>	Rate:		
	Effective Date:		Rate:		

Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new coffective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

Rate:

This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute of . c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Penalon Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit -1-

- 6. When a new collective bargaining agreement is algreed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracta Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employur's shautory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(e) and includes casual employees (i.e. short term amployees who work for uncertain or irregular duration) except a cosual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, vertime pay, holiday pay, disability or illness pay, sayoff/sevarance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other tegal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to likeas or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hirse, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustess or their delegated representative, the payment of contributions that accruse after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer falls to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of solution terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that falls to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If l'agation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any altomays' fees and costs incurred by the Fund(e).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not unter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect definquent contributions or to conduct audits, the limits ten year written contract statute of limitations shall apply. The Employer agrees that the elatute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

cassett framportation tilla A & C Carriors, Inc.	408
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
	Printed Name and Title
10 Feb 2014	2-5-14
Date	Date
3730 Wyoming Avenue, Suite A	Date:
Dearborn, Michigan 48120	
Complete Address of Employer	•
Telephone Number Fax Number	ı
Federal Employer Identification Number	
f the Employer is signetory to a National or Group Contract, Indic	ele the name of such Contract!
t the Employer an Illnerant construction company working on a p	roject of on a seasonal basis? Yes No



FEB 2 7 2014

CONTRACT DEPARTMENT

Bm

#### CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDMEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE (847) 518-9800

ENGLOYEE TRUSTEES NAT CASH JOE ORRIS ACTORY YOUNGED AFONDO I WESTLEY PROJEC YOUNG

Burt Deta tuppstern HUMAND MODUCALL
ARTHURN HUMTE, IN
DAYOF MODUSED'S
TOMA VENTURA
CAMEL A RRUTTO

ERECUTATE CONSCIOR

THIS AGREEMENT sats forth the terms under which the Employer will participate in the Central States, Souther	241 604
Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and I	Ualtera
und ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering	ine wh
Sharefication(s) of: Drivers	nia loo

1, and <b>Wefare</b> Fr he <b>res</b> pective	The Union and Employer agree to be bound by the Trust und, all rules and regulations presently in effect or subsequer Employer and Employee Trustees and their successors.	i Ag <b>ree</b> m Viji allopi	ent(s) of the Pension Fund and by the Trustees of the F	and or the High undistand acco
2. C <b>ontributi</b> on f	The Empkiyer shall contribute to the Pension Fund pail Pariod?) for each Covered Employee at the relowing relea.	week	week/day/hou	r (chrocké one) v
	Effective Date: 6/1/2003	Rato:	124 00	' 14 <b>16 6</b> 1 17a1203
	Effective Date: <u>8/1/2004</u>	Rate	136 00	_ 글 을
	Effective Date: 6/1/2005	Rate	150 00	
	Silective Date: 6/1/2006	Rate	158.00	<b>-</b> 1
	Effective Date: 6/1/2007	Rate:	155.00	_
3. Covered Empl	The Employer shall contribute to the Heath and Wellan oyee at the following rates.	Fund p	ar week (the "Contribution	Period*) for ea
	Effective Date:	Rate		_
	Ellectvo Dale:	Rate		
	Effective Date:			
	Effective Date:		<u> </u>	
	Effective Date;	Rate:		
4. ach new colle	Contribution rate changes after the tast Effective Date or crive bargaining agreement and such rate changes shall be a processed in catabilishing contribution rates during the pa	incerno	ritial into this Annooment	The nectice of

- bargaining agreement and prior to either the discussion of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustoes reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable beneft plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a little except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's congation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a commact or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(a)" Contracts Department at the audiess specified above sent by certified mail with felum recept requested which describes the reason why the Employer is no longer obsigated to constitute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, than this Agreement shall remain in effect with respect to the other Fund.
- 6 When a new collective bergaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by contract met (return receipt requested) at the address specified above. Any agreement of understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the witten agreements) that has been automated to the Fund(s) shall aiche ramain enforcesble.
- For purposes of this Agreement, the term "Covered Employee" shall minen any lus-time or part-time employee cavored by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who won, for uncertain or irregular duration) unless the collective berganning agreement expectly excludes contributions on casual employees. Covered Employee shipt not include any person employed in a managerial or supervisory capacity or any person amployed for the principal purpose of obtaining banafts from the Fund(s).

- The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is enabled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is term readd), including allow-up time pay, overfime pay, holiday pay, disability or timess pay, byoffiseverance pay, wacation pay or the payment of wagap which are the result of any Naconal Labor Relations Board proceeding, grevance/arbitration proceeding or other tagal proceeding of elements. If the collective bargaining agreement states that contributions shall not be due on newly hard Covered Employees for a specified we ting period, no contributions shall be due until the Covered Employee completes the specified waiting period. It required by the applicable collective bargaining egree ant, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to liness or injury siven if the Covered Employee is not employed to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is no employed service member or former service member but for his or har absence during a period of uniformed service as defined at 10 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, (syoffe or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a datinguency of the Employer shall be obtigated to pay interest on the monor due to the Fund(s) from the data when payment was due, to the date when the payment its made, to pather at the expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' tass and costs and b) at the option of the Trustees or their dategated representatives, the payment of contributions that accruse—or their dategated representatives, the payment of contributions that be accelerated so that the conflictions owed for each calendar week (Sunday Ihrough Saturday) shall be due on the following Manday. If the Employer falls to report changes in the covered workforce on time, the Employer must pay the contributions blind by the Health and Wattare Fund regardless of actual terminations, lieves of absence tayoffs or other changes in the workforce. The Trustees reserve the right to terminate the perior pation of any Employer that talls to timely pay required contributions.
- 10. The Employer shall provide the Trustoes with access to its payroll records and other perinent records when requested by the Fund(s). If ingetion is required to either obtain access to the Employer's records or to collect additional Chilings that least from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' less and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grisvance/arbitration procedure set forth in any potentive bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rules (including Special Butetin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the others selection rules.
- 13. This Agreement shall in all respects be construed according to the lows of the United States. In all actions taken by the Trustees to enforce the learns of the Agreement, including actions to collect delinquent contributions or to conduct audits, the timois ten year written contract statute of limitations shall not begin to account with respect to any unpaid contributions until such timo as the Eurotis) receive actual written notice of the existence of the Employer's liability.
- This Agreement may not be orally modified or leminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective benjaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duty authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury	Redacted by U.S.  Department of the Treasury
Edwn, WI 53019 Complety Address of Employer 9.20 - 477 - 2511 Telephono Number	
Federal Employer Number  If the Employer is signatory to a National or Group Contract	th mideate the name of such Contract.

is the Employer an isnerant construction company working on a project or on a seasonal basis: Yes \_\_\_\_

rev. 09/98



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER: 0639800-0208-00247A

		ed by the collective barga			
adopted by th	and all amendments see Trustees of the Fund	subsequently adopted as (s) and accept the respec	well as all rules tive Employer an	ement(s) of the Pension Fund ar and regulations presently in eff d Employee Trustees and their su	ect or subsequently accessors.
2.	The Employer shall Effective Date:	contribute to the Pension 6/1/13	Fund for each C Rate:	overed Employee at the following \$55.10 daily	rates:
	Effective Date:	6/1/14	Raie:	\$57,30 daily	
	Effective Date:	6/1/15	Poto:	\$59.60 daily	
	Effective Date:	6/1/16		\$62.00 daily	
	Effective Date:	6/1/17	Rate:	\$64.50 daily	
3.	The Employer shall	contribute to the Health a	and Welfare Fund	for each Covered Employee at the	ne tollowing rates:
	Effective Date:	not applicable	Rate:		
	Effective Date:		Rate:		
	Effective Date:		Rate:		
	Effective Date:		Rate:		

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified malt with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid; a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8, The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and We fare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illino's ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or term nated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury		Local Union No.		
		Redacted by U.S. Department of the Treasury		
11-25-13		1-10-14		
<b>Dat</b> e		Date		
12230 Dixie Street		··· -		
Detroit, MI 48239				
Complete Address of Em	ployer	RECEIVED		
(313) 255-5252	(313) 255-3460	TE-CETVED		
Telephone Number	Fax Number	JAN 1 4 2014		
83.0391	5400	VAIN I # 2014		
Federal Employer Identification Number		CONTRACT DEPARTMENT		
f the Employer is signato	ry to a National or Group Contrac	d, indicate the name of such Contract:		
AGC of Michigan, Non-a	ssociated Employer			



Effective Date:

Effective Date:

Effective Date: \_\_\_

### **PARTICIPATION AGREEMENT**

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/MEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (647) 518-9800

HALP E YOUNG ENALS A WHOSHEY CHARLES A WHOSHEY CHARLES A WHOSHEY CHARLES A WHOSHEY CHARLES A WHOSHEY

EMPLOYER TRUSTEES HOWARD MEDOUGALL ARTHUR IN BLATE JR. COMPLY CALDWELL CHRISTOPHER J LANGAY

PARCETTINE DIRECTOR

classification(	and Welfare Fund") in accordance with its co b): <u>Drivers. Help</u> ification covered by the collective bargaining	rs, Měchanics	mens with the Union covering the following jo 3 and any
		n bne selur lie se tiew si	t(s) of the Pension Fund and/or the Health and egulations presently in effect or subsequently applyse Trustees and their successors.
2.	The Employer shall contribute to the Pen-	on Fund for each Cover	red Employee at the following retea:
	Effective Date: July 1, 2010	Rate: \$ 47.60	<u> </u>
	Effective Date: July 1, 2011	Rate: \$ 50.50	0
	Effective Date: July 1, 2012	Rate: \$ 53.0	0
	Effective Data: July 1, 2013	Rate: <u>\$ 55.1</u>	0
•	Effective Date: July 1, 2014	Rate: \$ 57.3	0
3.	The Employer shall contribute to the Heal	and Welfere Fund for a	ach Covered Employee at the following rates
	Effective Dale:	Rate:	
	Effective Date:	Rate:	

4. Contribution rate changes after the last Effective Date set forth in peregraphs 2 and 3 shall be determined by each new collective bergaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the ported when a new collective bargaining agreement is being negotiated. In this absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce beneath to the satisfaction rate is or becomes less than the then published rate for the applicable benefit plan or class.

Rate:

Rate:

Rate:

- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer multiusly agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not iterminate until a) the Trustees decide to terminate the participation of the Employer's obligation notice of their decision to the Employer's paying the date of termination of participation or b) the Employer's nu language obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no inneger obligated to contribute or c) the date the NLRB certifies the needs of a election that terminates the Union's representative status or d) the date the Union's representative status and the inneger is paid discontiner of interest. In the event the Employer participates in both the Pension and the Hearth and Weifars Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event shall remain in effect with respect to the bargaining unit, this Agreement shall remain in effect with respect to the bargaining unit.
- When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) are required by this participant, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreement shall not be valid; a) an agreement that purports to retrocatively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively eliminate the contribution rate payable to the Pension Fund or a) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining ogreement requiring contributions to the Fund(a) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a ensural employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(a).

A TOTAL

- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardinas of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or lliness pay, "syoff/severence pay, vecation pay or the paymont of wages which are the result of any National Labor Relations Board proceeding, grievance/substration proceeding or other "agai processing or settlement if the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due untit the Covered Employee completes the specified waiting partied. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employes workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shell be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(a), including, but not limited to, attorneys' fees and casts and b) at the option of the Trustees or their delegated representative, the payment of contributions that eccure after the Employer has become delinquent shell be accelerated so that the contributions dwed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Haatth and Weifare Fund regardless of actual terminations, leaves of ebsence, layoffs or other changes in the workforce. The Trustees reserve the right to taminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other partinent records when requested by the Fund(a). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(a) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(a).
- 11. The Trustess shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bergaining agreement.
- 12. The Employer acknowledges that it is ewere of the Fund(s) adverse selection rule (including Special Budetin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the littinois ten year written contribute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accord with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

LI Real & Son. Incorporated	164
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Printed Name and Title 4/25/11	Printed Name and Title  4-25-11  Date
12875 Mack Avenue Cement City, Michigan 49233	RECEIVED
Complete Address of Employer           517         592–2161         (517         592–2772           Telephone Number         Fax Number	MAY 0 6 2011
38-1253249 Federal Employer Identification Number	CONTRACT DEPARTMENT
If the Employer's signalory to a National or Group Contract, indicate  Master Cement Agreement	, the name of such Contract:
Is the Employer an illnerant construction company working on a pro-	ect or on a seasonal basia: Yes No _X



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60316-4938 PHONE: (847) 518-9800 CONTRACTOR CONTRACTOR OF THE CONTRACTOR CONT

MORENO VECOUSELL HOMENO VECOUSELL ARTHUM H BLAFFE, AR TOW J VENEZUMA DANIEL 2 GRUPPO GARYP CALIMANS,

DECATAL DESCRIPTION

and Southw Weithre Fur	IS AGREEMENT sets forth the terms under with the set Areas Pension Fund ("Pension Fund") and and ("Health and Wetfare Fund") in accordance watter(s) of	or the Central States, Southeanth is collective bargaining age	si and Southwest Areas Health and element with the Union covering the
1. and We≭are	The Union and Employer agree to be boung Fund, at rules and regulations presently in ef respective Employer and Employee Trustees a	d by the Trust Agreement(s) of fact or subsequently adopted	the Pension Fund and/or the Health
2. (the "Contro	The Employer shall contribute to the Pens button Period') for each Covered Employee at		per week/dayshour (choose one)
	Effective Date:	Rate:	
	Effective Date:	Rate:	<del>-</del>
	Effective Date:	Rate	+
	Effective Date:	Rate:	
	Effective Date:	Rate:	
3 Period") for	The Employer shall contribute to the Health each Covered Employee at the following rates	and Welfare Fund per weeking	our (choose one) (the "Contribution
	Effective Date: August 6, 2003	Rater <u>35.70</u>	
	Effective Date:	Rate:	9 88
	Effective Date:	Rate;	03 0CT
	Effective Date:	Rate:	
	Effective Date:	Rate.	_ \$ 20

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. Till posities may execute an internal agreement establishing commutation rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an inform agreement, the contribution rate required to be paid after termination of a new collective bargaining agreement or the termination of this Agreement, shall be the pares in effect on the last day of the Laminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either sty the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) this Employer is no tonger obligated by a contract or straint to contribute to the Fund(s) and the Fund(s) have received a written notice of the Fund(s). Contracts Department at the address specified before each by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.
- When a new collective bargaming agreement is signed or the Employer and the Union agree to change the collective bargaining agreement. The Employer shall promptly submit the entire agreement or modification to the Fund(s). Contracts Department by certified met (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obtained which has not been submitted to the Fund(s) as equired by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a coll-clive bargaining agreement requiring contributions to the Fund(e) and includes casual employees (it., short term employees who work for undertain or inegular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

- 8. The Employer agrees to remal contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overhime pay, holiday pay, disability or tiness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arteration proceeding or other legal proceeding or settlement. If the collective bergafting agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. It required by the applicable collective bargaining agreement, contributions that also be made to the Fund(a) on behalf of any Covered Employee who is not working due to filness or injury even if the Covered Employee is not entitled to componisation. The Employee shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a detinquency, a) the Employer shall be obligated to pay interest on the montes due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not timited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become definitional shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday, if the Employer fails to report changes in the contributions bitled by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that tajs to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). It ingetion is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, at costs incurred by the Fund(s) in conducting the review shall be Paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)" adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustoes to enforce the terms of this Agreement, including actions to collect definquent contributions or to conduct audits, the lithous ten year written contract statute of limitations shall exply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid commutations until such time as the Fund(s) receive actual written notice of the Employer's trability.
- 14. This Agreement may not be drafty modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duty authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury

Redacted by U.S.

Department of the Treasury

4650 SOUTHWAY CANTON, OHIO 44706
Complete Address of Employer
330 4782151 339 4782122

Federal Employer Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract. Heavy and Highway.

ts the Employer an ignerant construction company working on a project or on a seasonal basis: Yes 🕺 No

## Bechtel Construction Company

## PARTICIPATION AGREEMENT



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION F: NOMEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE (847) 518-9800 CHAPTS F MAGRIER CHAPTS F MAGRIER SECUCE T ABSTER SHAN ACTURE SHATOLE FLUTTER SHATOLE FLUTTER

empt dyer truether Monard Mady-Gale Arther H Guite In Mad I ver tun Gary P. Calender Offstoffer I early

DOCCURNS DAKEGODS

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THIS AGREEMENT sets form the terms under which the Employer will participate in the Central States, Southeast and Victore
THIS AURICEMENT BOTS AND THE PETROL CARE WHITE AND THE PETROL CARE WAS A PROPERTY AND THE PETROL CARE WAS A PERSON LANGUAGE.
The state of the called the Central States Southeast and Statewast Made Treatment of
THIS AGREEMENT sets form the terms criser which the Carbon States. Southwast and Southwest Areas Health and Welfare outhwest Areas Pension Fund ("Pension Fund") and/or the Central States. Southwast and Southwest Areas Health and Welfare outhwest it is contactive bargaining agreement with the Union covering the following job und ("Health and Welfare Fund") in accordance with its contactive bargaining agreement with the Union covering the following job und ("Health and Welfare Fund") in accordance with the Central Forestative and any assistication (s):  Driver: Marchousement Areas Pension Fund ("Pension Fund Fund Fund Fund Fund Fund Fund Fun
Friedly is accordance with its collective bargaining agreement will the collective bargaining
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Telegran Warehousengm, McClustic, Titalian
as singularity
has not dessification covered by the collective bargaining agreement

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pention Fund and/or the Health and Westere Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2.	The Employer shall contribute to the Pen	aich F <b>un</b>	d for each Covered Employs	e at the rollowing rates.
	Effective Date. January 16, 2006	Rate	\$5.20 per hour	
	Effective Date June 1, 2006	Rate	\$5,60 per hour	
	Effective Date: June 1, 2007	Rate:	\$6.00 per hour	
	Effective Date: June 1, 2008	Ralet	\$6.40 per hour	
	Fraction Date June 1, 2009	Rate	\$6.80 per hour	
3.	Pifertive Date: Jame 1, 2010 The Employer shall contribute to the Helfollowing rates:	Pate: ath and \	S7.30 per hour Nettere Fund for each Cove	red Employee at the
	Effective DateN/A	Rate		RECENTED
	Effective Date.	Rate	<del></del>	_
	Effective Date	Rate:		MAR 2 ** 2006
	Effective Date:	Rate		CCMMAUT DEPARTMENT
	Effective Date	Rate		_

- 4. Committees reclarages after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negatisted. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement or the termination of this Agreement, but the rates in effect on the last day of the terminated coffective bargaining agreement. However, the Trustees reserve he right to reduce benefit levels of the contribution rate is or becomes less than the their published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no commutations shall be due during a strike unless the Union and the Emproyer mutually agree in writing otherwise. This Agreement and the Emproyer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Emproyer and provide written notice of their decision to the Emproyer specifying the date of termination of participation or b) the Emproyer is no longer obligated by a contribute of statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by partitived mail with return receiver requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB conflicts the result of an allocation that terminates the Union's representative status or d) the date the Union's representative status forminates through a visit disclaimer of Interest. In the event the Employer participates in both the Pension Fund and the Health and Visitate Fund and the termination reference to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit.
- 8. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)\* Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which assects the Employer's contribution obtigation which has not been submitted to the Fund(s) as required by this paragraph, shall not be trivialing on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or confluenced duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund duting the stated term of a collective bargaining agreement that has been accepted by the Pension Fund
- 7. For purposes of this Agreement, the term "Covared Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees it is short ferm employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period heishal receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), Including show up time pay, evertime pay, honday pay, disability or timess pay, layor/iseverance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, gnervance/artibration proceeding or other legal processing or settlement if the collective bargaining agreement states that contributions shaft not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee to make to the Epidemial waiting period. If required by the approache collective bargaining agreement, contributions shall also be made to the Fund(s) on bahard of any Covered Employee who is not working due to rilingse or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any, core butions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (Including, but not simbed to new tries, layoffs or terminations) which occurred during the prior month and must pay all contributions died for the prior month. In the event of a definquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with elements of collection incurred by the Fund(s), including, but not finited to, atterneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become definitioned by accelerated so that the contributions dived for each palentar week (Sunday through Saturday) shall be due on the following Monday. If the Employer faits to report changes in the concred workforce on time, the Employer must pay the contributions bried by the Heelth and Wetfork Fund regardless of actual terminations, leaves of absence, leyoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that faits to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If thigsbon is required to either obtains access to the Employer's records or to collect additional bittings that result from the review of the records all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustoes shall not be required to autimit any dispute concerning the Employer's obtigation to pay contributions to any greyance/arbitration procedure set forth in any collective bargaring agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Buttern 90-7) and agrees that while this Agreement remains in effect. It will not enter into any agreement or angage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent core hibbons or to conduct auction, the iterations ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not degin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or luminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the cotective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written

Rechtel Construction Company	
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Date 11.2006 11050 South Chicago Road	3/14/0b
Oak Creek, W1 53154 Complete Address of Employer	RECEIVED
(414 766-7070 (414) 786-7071 Telephona Number Fax Number	MAR 2 7 7006
94-2239710 Federal Employer Identification Number	CC:5. ACT Department
If the Employer is signatory to a Nacional or Group Contract, indic	ate the name of such Contract:

It is understood by the Union (Teamster Local 200 and the International Brotherhood of Teamsters) and the Employer (Rechtel Construction Company) that the Construction industry Exemption authorized by Section 4203(B)(1)(ii) of the Employee Retirement Income Socurity Act of 1974 as amended. 29 U.S.C. 1383(b)(1)(B)(ii) is adopted by the parties and a part of this Participation Agreement.



#### CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WES" HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938

PHONE: (847) 518-9800

ACCOUNT NUMBER: 0699400-0100-00610A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Find ("Health and Wetfare Fund") in accordance with its collective bargashing agreement with the Union covering the following job classification(s): Truck Drivers

and any other job classification covered by the collective bargaining agreement.

- The Union and Employer agree to be bound by the Trust Agreement(s) of the Ponsion Fund and/or the Heath and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.
  - The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

Effective Pare.	Nov. 1, 2013	Rate:	\$101.70 per week
Effective Date:	Nov. 1, 2014	Rate:	\$105,80 per week
Effective Date:	Nov. 1, 2015	Rate:	\$110,00 per week
Effective Date:	Nov. 1, 2016	— Rate:	\$114.43 per week
Effective Date:	Nov. 1, 2017	— Rale:	\$119.00 per week
		_	

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

Effective Date:	Nov. 3, 2013	Rate:	\$272.60 per week
Effective Date:	Nov. 2, 2014	Rate	Not to exceed\$303.90 per week
Effective Date:	Nov. 1, 2015	Rates	Not to exceed\$337,20 per week
Effective Date:		Rate:	<u> </u>
Effective Date:	-	Rate:	·

- Contribution rate changes after the tast Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's ob gation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Find(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contrib lie or c) the date the NLRB certifies the result of an election that terminates the Union's representar we status or d) the date the Union's representative status terminates through a va5d disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Weifere Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclatmer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit,

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work to uncertain or imagular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of wither the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board procoeding grievance/rate ration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contribitions shall be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due um. I the Covered Employee completes the specifie waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is of working due to illness or impury even if the Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee wonkforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the mones due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' less and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday mough Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to Greety pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If (Rigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs in med by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/architection procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (Including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the taxs of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to cohect deinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's fability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bergaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury		Local Union No.	
		Redacted by U.S. Department of the Treasury	
Printed Name and Title		Figure reacte and true	
October 18, 2013		October 18, 2013	
Date	·	Date	
1310 Broadway			
Venice, IL 62090		—	
Complete Address of Em	ployer	- RECEIVED	
314-382-3800	314-382-3938	00m a	
Telephone Number	Fax Number	— OCT 2 5 2013	
43-180-3241		CONTRACT	
Federal Employer Identific	cation Number	DEPARTMENT	
If the Employer is signator	ry to a National or Group Contract.	indicate the name of such Contract:	
Is the Employer an ittners	nt construction company working o	on a project or on a seasonal basis? Yes No	

Granderingeromechick Papino um \_ 01/25/2008

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CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDMEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800 EMPLOYEE TRUSTEES RAY CASH JOE ORRE JERRY YOUNGEN GEORGE / WESTLEY PHLIP E YOUNG

EMPLOYER TRUSTERS
HOWARD MODOUGALL
ARTHUR H. BUNTE, JR
DANNO F. MORREGON
TOWN J. JENTLENA
DANNE J. JENTLENA
DANNE J. JENTLENA
DANNE J. JENTLENA

FRECUTIVE DIRECTOR RONALD & KUBALANZA

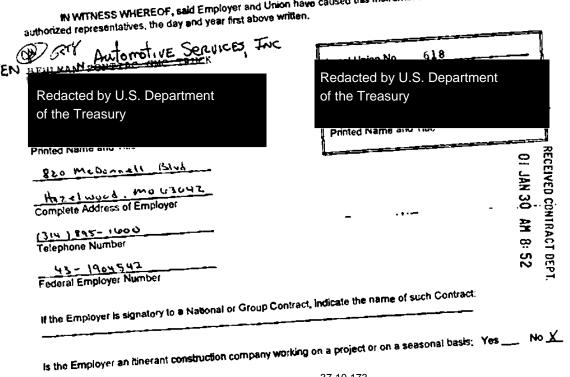
The contract the policy of the contract will apply the contract will apply the contract the cont	
THIS AGREEMENT sets (orth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund")	
Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with the cells states, Southeast and Southwest	
Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of: PARTS, COUNTERPERSON, DRIVER, PICKER FILLS	হহ

The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or Subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors. The Employer shall contribute to the Pension Fund per\_ \_ M:: 14C \_\_\_\_ week/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates: Rate: 85.00 Effective Date: \_\_\_\_\_ Effective Date: Rate: Streetive Date: Rate: Rate: Streetive Date: Streetive Date: Rate: Streetive Date: Streetive Date: Streetive Date: Rate: Streetive Date: for each Covered Employee at the following rates: Effective Date: \_\_\_\_\_N/A\_\_\_\_ Rate: \_\_\_\_ N/A\_\_\_ Effective Date: \_\_\_\_ Rale: \_\_\_\_\_ Effective Date: Effective Date: Rale: \_\_\_\_\_ Effective Date: Rate: \_\_ Contribution rate changes after the last Effective Data sot forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execut. an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is oung negotiated. In the absence of an Interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new co ective barguining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then pub shed rate for the applicable benefit plan or class. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participatus in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain ineffect with respect to the other Fund.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the antire agraement or modification to the Fund(s). Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managenal or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

- The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoffigurerance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or place legal proceeding or settlement. If the collective bargaining providences, unional according of the providence the contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a reemployed service member of former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104,3.
  - On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the pnor month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies duto to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(a) including, but not timited to, attorneys' tees and obsts and b) at the option of the Trustees or their delegated representative the payment of contributions that accrue after the Employer has become definquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions bitted by the Health and Welfare Fund regardless of actual terminations, leaves of absence layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
  - The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If ingation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
  - The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
  - The Employer acknowledges that it is aware of the Fund(s) adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement females in effect, it will not enter into any agreement that violates
  - This Agreement shall in all respects be construed according to the laws of the United States. In all the adverse selection rules. sctions taken by the Trustees to enforce the terms of this Agraement, including actions to collect delinquent contributions or to conduct audits, the Minois ten year written contract statute of hmitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's fiability.
    - This Agreement may not be orally modified or terminated.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duty





CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT. ILLIN DIS 60018-4938
PHONE: (847) 518-9800

	V	PHONE: (8	47) 518-980D		
	A	CCOUNT NUMBER:			
Southwest Are Fund ("Health classification(s	eas Pension Fund ("Per and Welfare Fund") in s):	nsion Fund") and/or the accordance with its colle	Central States, 5 ctive bargaining	agreement with the Unio	ntral States, Southeast and t Areas Health and Welfare in covering the following job
and any other		ed by the collective barga	1		
1. Welfare Fund adopted by the	and all amendments s e Trustees of the Fund(	ubsequently adopted as and accept the respec	well as all roles tive Employed and	and regulations present d Employee Trustees and	
2.	The Employer shall	contribute to the Pension	Fund for each Co		following rates:
	Effective Date:	6/1/13	Rate:	\$55.10 daily	
	Effective Date:	6/1/14	Rate:	\$57.30 daily	
	Effective Date:	6/1/15	Rate:	\$59.60 daily	
	Effective Date:	6/1/16	Rate:	\$62.00 daily	
	Effective Date:	6/1/17	Rate:	\$64.50 dally	·
3.	The Employer shall	contribute to the Health	and Welfare Fund	for each Covered Empk	oyee at the following rates:
	Effective Date:	not applicable	Rate:		
	Effective Date:		Rate:		
	Effective Date:		Rate:		
	Effective Date:		Rate:		
	Effective Date:		Rate:		
			j		

- Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status of d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the bargaining unit, this Agreement shall remain in effect with respect to the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement (s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce or time, the Employer must pay the contributions bilted by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-7) and agrees that white this Agreement remains in effect, it will not enter into any agreement or engage in any oractice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have or representatives, the day and year first above written.	aused this Instrument to be executed by their duly authorized
Employer Name Control of the Malledge 110	Local Union No. 247
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
	Pfinted Name and Title
Date 11/1 (Karduland Alle Sinte, 3/1)	Date 7/30/13
Complete Address of Employer	RECEIVED
Telephone Number Fax Number	APR 2 9 2013
Federal Employer Identification Number	CONTRACT DEPARTMENT
If the Employer is signatory to a National or Group Contract, indicate the state of	he name of such Contract:
is the Employer an itinerant construction company working on a project	et or on a seasonal basis? YesNoX



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800 ENPLOYEE TRANSES
RAY CASH
JOE ORRE
JERRY YOUNCER
GEORGE VOINCER
THE REPORT OF THE PROPERTY OF

EMPLOYER TRUSTEES
HOWARD MODOUGAL
ARTHUR H. BURTE, JR
DAYND F. MORRISON
TOM J. VENTURA
DAME: J. ROLLTO

EXECUTIVE DIRECTOR RONALS J KURALANZA

THIS AGREEMENT sels forth the terms under which the Employer will participate in the Central States.
Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Contral States. Southeast and Southwest
Avess rigally and Welfare hund ("Health and Welfare Fund") in accordance with its collective bernsteing accommod
with the Union covering the job classification(s) of: Belger Cartage Service, Inc.

1. the Health en the Fund(s) :	The Union and Employer agree to be bound to Welfare Fund, all rules and regulations present and accept the respective Employer and Employer	V in effect or substitution to ear	Mad by the Tayeloes of
2. one) (the "Co	The Employer shall contribute to the Pension Fo entribution Period*) for each Covered Employed at	und per <u>weck</u> t the following rates:	week/day/hour (choose
	Effective Date: April 1, 2000	Rate: \$79.00	— ය 홍
	Effective Date: April 1, 2001	Rate: <u>\$83_00</u>	10 M
	Effective Date: April 1, 2002	Rate: <u>\$85.00</u>	
	Effective Date:	Rate:	_ =
	Effective Date:	Rale:	
3. for each Cov	The Employer shall contribute to the Health as ered Employee at the following rates:	nd Welfare Fund per week (th	o "Contribution Period")
	Effective Dale: April 1, 2000	Rate: <u>\$118.00</u>	_
	Effective Date: April 1, 2001	Rate: <u>\$126.00</u>	_
	Effectivo Dale: April 1, 2002	Rate: <u>\$136_00</u>	
	Effective Date:	Rate:	_
	Effective Date:	Rate:	

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shell be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes loss than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until extern a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by curified mall with return receipt requested which describes the reason why the Employer is no longer obligated to curified the interest to the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in e) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.
- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s). Contracts Department by certified mail (return receipt requested) at the hiddress specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustoes and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time amployee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managenal or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

- 8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, componistion for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, tayoffsoverance pay vecation pay or the payment of wages which are the result of any National Labor Rolations Board proceeding, grievance/arbitration proceeding or other legal proceeding or sattlement. If the collective bargaining agreement stating that contributions shall not be due on newly hired Covered Employees for a specified waiting period, or contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to stricess or injury oven if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a resupplication of the part of former service member of former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to now hires, layoffs or terminations) which occurred during the prior month and must pay all contributions or ed for the prior month. In the event of a delinquency, a) the Employer shall be obtigated to pay interest on the monies due to the Fund(s) from the date when paymant was due, to the date when the payment is imade, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If itsgation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any atternoys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Builetin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement that violates the adverse selection rules.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct eachts, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
  - This Agreement may not be orally modified or terminated.

Polgor Contage of miles

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Employer Name	
Redacted by 0.5. Department	ed by U.S. Department reasury
2534 E. King Street Complete Address of Employer	
(918 ) 834-4431 Telephone Number	33.
440528444 Federal Employer Number	Louis Course
If the Employer is signatory to a National or Group Contract, indicate the pa	F: -
NA NA	No contract
If the Employer is signatory to a National or Group Contract, indicate the national NA.  Is the Employer an itinerant construction company working on a project or of the Employer and itinerant construction company working on a project or of the Employer and itinerant construction company working on a project or of the Employer and itinerant construction company working on a project or of the Employer and itinerant construction company working on a project or of the Employer and itinerant construction company working on a project or of the Employer and itinerant construction company working on a project or of the Employer and itinerant construction company working on a project or of the Employer and itinerant construction company working on a project or of the Employer and itinerant construction company working on a project or of the Employer and itinerant construction company working on a project or of the Employer and itinerant construction company working on a project or of the Employer and itinerant construction company working on a project or of the Employer and itinerant construction company working on a project or of the Employer and itinerant construction company working on a project or of the Employer and itinerant construction company working on the Employer and itinerant construction company working or of the Employer and itinerant construction company working or of the Employer and itinerant construction company working or of the Employer and itinerant construction company working or of the Employer and itinerant construction company working or of the Employer and itinerant construction company working or of the Employer and itinerant construction company working or of the Employer and the Employer a	



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# PARTICIPATION AGREEMENT

CENTRAL STATES, BOUTHEAST AND BOUTHWEST AREAS PENSION FUNDMEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

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MANAGEMENT TO STATE OF HORMAN IMPOURALL ANTIQUE IN BLATTE JA ANTIQUE TO BUILTING CHESTOPHER I UNITED A

EXERCITIVE DIRECTOR THOMAS EL HYSVAN

THIS AGREEMENT sets forth the terms under which the Employer witl participate in the Cert Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Southwest Areas Pension Fund ("Pension Fund") and the Central States, Southeast and Southwest	strai States, Southeast and Avera Health and Welfare
Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southwest and Western Fund ("Health and Western Fund") in accommode with its collective bargaining agreement with the Unio	O COAGERIA BEE GERMAN IN IN
chesification(s): The success	and
classification(s);	

The Union and Employer agree to be bound by the Trust Agreement(a) of the Pension Fund and/or the Health and Welfers Fund and all amondments subsequently adapted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fundable and increased the respective Employer and Employer Trustees and their supressors. adopte

lopted by the	Linates of the 1-mints) such access are in	
2.	The Employer shall contribute to the Per	nsion Fund for each Covered Employee at the following rates:
	Effective Date: _01/01/2012	Rete: _\$59/80 per wk
	Effective Date: 12/30/13	Rete: \$64_60_per_wk_
	Effective Date:	Rele: \$77.70 per wk
	Effective Date:	Rate:
	Effective Date:	Rate:
3.	The Employer shall contribute to the He	with and Walfara Fund for each Covered Employee at the following rates:
	Effective Dale:	Rale: _
	Effective Oate:	Rate:
	Effective Date:	Rate:
	Effective Date:	Rate:
	Effective Date:	Rute:
en interim è negolisted. beminissi è	we bargaining agreement and such fate on greement establishing contribution rates of in the absence of an interim agreement, greemant and prior to either the measurement rates in effect on the last day of the formission and layers if the contribution rate is or become	e Effective Onto set forth in peregraphs 2 and 3 shall be determined by each single shall be incorporated into this Agreement. The parties may exervite suring the periods when a new collective begaining agreement is being the contribution rate required to be paid after termination of a collective is new collective bergaining agreement of the termination of this Agreement as new collective begaining agreement. Harwever, the Trusteau means the right mestless than the then published rate for the applicable benefit plan or class.
agree in wi	ergaining agreement except no contribution ting otherwise. This Agreement and the t wine to terminate the participation of the Em	o pay contributions to the Fund(s) will continue after the termination of a re shall be due during a strike Unions that Union and the Employer mutually Employer's obligation to pay contributions shall not learning to write and a line player and provide written notice of their decision to the Employer specifying yer is no longer obligated by a contract or capture to contribute to the Fund(s) d to the Fund(s) Contracts Department at the indicate specified above set and the masson why the Employer is no longer obligated to contribute of

- col 291 Trui the 884 c) the date the NLRB contribe the result of an alection that terminates the Union's reprocentative status or d) the date the Union's representative status terminates through a valid disclatinat of interest. In the event the Employer participates in both the Penaisin Fund and the Health and Wallate Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event on NLRB election or discisioner of interest referred to in c) or d) retiries to only part of the bargaining unit, this Agreement shall remain in affect with respect to the remainder of the bargaining unit.
- When a new collective bargaining agreement is algored or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund (s). Contracts Department by scripted mell (return receipt requested) of the address specified above. Any agreement or understanding which Department by scripted mell (return receipt requested) of the address specified above. Any agreement or understanding which has not been submitted to the Fund(s) as required by this paragraph, shall not affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustons and this Agreement and the written agreement(s) that has been autimitied to the Fund(s) shall alone remain enforcesble. The intering agreements shall not be valid; a) or agreement that purports to retreactively eliminate or reduce from an enforcesble. The interior or companies duty to controlled to the Fund(s), b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pansion Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- For purposes of this Agreement, the form "Covered Employee" shall mega any los-lime or part-time employee 7. For purposes of this Agreement, the ferm "Covered Employee" shall mage any lul-time of part-time employee covered by a collective bargatching agreement requiring contributions to the Fund(s) and includes casual employee (i.e. short term employees who work for uncertain or frequiring experiences a casual employees shall not be a covered Employee with respect to the Hossis and Welfare Fund if the collective bargatching agreement paperises excludes casual employees from participation in the Hossis and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

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- 8. The Employer agrees to tents contributions on bothst of each Covered Employee for any period harable receives, or is antitied to (eachie, compensation (regardless of whether the employment relationship is terminated), including show up time pay, recritime pay, holidary pay, disability of timess pay; hypotyseverance pay, vacation pay of the payment of wayes which see the result of any National Labor Relations Board proceeding, gravance/arbitation properties as other legal processing or settlement. If the collective bargaining agreement stokes that contributions shall not be due on nawly hired Covered Employees for a specified waiting period. It required by the weighting particle, no contributions shall be covered Employee completes the specified waiting period. It required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who another working due to timess or signly even if the Covered Employee is not emitted to companisation. The Employer shall pay any contributions that world have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. § 104.3.
- 9. On or before the 16th day of each month, the Employer must report to the Fund(s) any change in the Covered Employes workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a definquency, a) the Employer shall be abiligated to pay interest on the market of the Fund(s) from the date when payment was due to the Employer shall be abiligated to the Fund(s) from the date when payment was due to the Employer has become defined and only the option of the expansion of collection industries by the Fund(s), including, but not timited to, pitiochety? (see and costs and b) it the option of the expansion of contributions that cheful after the Employer has become defined an including the excelerated to that the contributions would for each calcular week (Sunday Drough Sejucity) shall be due on the following be accelerated to that the contributions would for each calcular week (Sunday Drough Sejucity) shall be due on the following by the Employer falls to report changes in the covered workforce in the Employer must pay the contributions taked by the Health and Welferc Fund regardless of actual terminations, leaves of absence, by other changes in the workforce. The Trustoes reserve the right to terminate the participation of any Employor that falls to timely pay required contributions.
- 10. The Employer shell provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If Higation is required to either obtain access to the Employer's records or to collect additional bittings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attempts' feet and costs incurred by the Fund(s).
- 11. The Trusiess shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grisvenou/arbitration procedure ast forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(a) adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not anter into any agreement or engage in any practice that violates the powerse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to attorious the terms of this Agreement, including actions to policit delinquent confidurations or to conduct audits, the littless to attorious or interest statute of firmitations shall apply. The Employer agrees that the statute of firmitations shall apply. The Employer agrees that the statute of the axistence of the cacerus with respect to any unpaid contributions until such time as the Fund(6) receive actual written notice of the axistence of the Employer's keblifty.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bergaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Belleville Cumply Company	50
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
2-17-2012 700 SOUTH 30 ST.	9-15-12 Date RECEIVED
Br   CV   C2220  Complete Address of Employeer  (10 222 5333 618 - 271 323	MAR 0 7 2012
Telephone Number Fax Number 3.7-0454817	CONTRACT DEPARTMENT
Federal Employer Identification Number  If the Employer Is signatory to a National or Group Contract, indicut	e the name of such Contract:
is the Employer an illinerant construction company working on a pro	



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUNDMEALTH AND WELFARE FUND
9377 VIEST HIGG NS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

EMPLOYEE TRUSTEES ME2 TAGARS JUSTY YOUNGER CACRISE J MESTLEY CHORES A MEGMET PHLOS TOURS

EMPLOYER TRUSTEES HOWERD IN COLUMN ARRIVER IN BURITE IR TOWN VENTURA BARY F. CALLANIAL CHOST EPHER LANCHY

ROSCUTIVE CHECTOR THOMAS & RY-AH

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States. Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States. Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its corective bargaining agreement with the Union covering the job classification(s) of Clerks Divisers and any other job classification covered by the collective bargaining agreement.

00.60 300 010	policologi dotaras of are consorted and	2-11,11,13 - 3 - 11,11 - 12
1. Health and 'i Fund(s) and	The Union and Employer agree to b Vertice Fund, all rules and regulations p accept the respective Employer and En	e bound by the Trust Agreement(s) of the Pension Fund and/or the resently in effect or subsequently adopted by the Trustees of the applyee Trustees and their successors.
2.	The Employer shall contribute to the	Pension Fund for each Covered Employee at the following rates.
	Effective Date: 6/1/2008	. Rate \$74 50 per week
	Effective Date 5/31/2009	Rate: \$80.50 per work.
	Effective Date <u>5/30/2010</u>	Rale: <u>\$86.90 per week</u>
	Effective Date:	Rate:
	Effective Date	Rale:

 The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

Effective Date: 8/1/2008	Rate: _\$194 00 per week
Effective Date 5/31/2009	Rale' <u>\$213.00 per week</u>
Effective Date:5/30/2010	Rale: <u>\$227</u> .00 per week
Effective Date	Rale
Efforthis Boto:	Pata

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels 1 the contribution rate is or becomes less than the their published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer multiply agree in writing otherwise. This Agraement and the Employer's obligation to pay contributions shall not terminate unbit either a) the Trustices decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and We tare Fund and the remains referred to an a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest to in c) or d) relates to only part of the bargaining unit. This Agreement shall remain in effect with respect to the remainder of the bargaining unit.
- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obtigation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following shall not be valid a) an agreement that purports to retractively oriminate or reduce the Employer's statutory or contractive duty to contribute to the Fund(s); b) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a octiective bargaining agreement that has been accepted by the Pension Fund.

- 1 m For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a concedive bangaining agreement requiring communitions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Wetters Fund it the obtocove bangaining agreement explicitly excludes casuar employees from participation in the Health and Wolfare Fund. Covered Employee shall not include any person employed in a manager of or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
  - The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, companisation for any part of the Contribution Period (regardless of whether the employment relationship is ferminated). including show up time pay, overtime pay, holiday pay, disability or itness pay, bryoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period no contributions shall be due until the Covered Employee completes the specified waiting period. It required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not warking due to illness or injury even if the Cove ed Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as denned at 10 C.F.R. §104 3.
  - 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, bytoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the morres due to the Fund(s) from the data when payment was due, to the data when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not imited to, attorneys' feet and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become deinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Manday. If the Employer fails to report changes in the convied workforce on time, the Employer must pay the contributions billed by the Health and Wefare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the part dipation of any Employer that falls to timely pay required contributions
  - The Employer shall provide the Trustees with access to its payfoll records and other pertinent records when requested by the Fund(s). If trigation is required to either obtain access to the Employer's records or to collect additional bittings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
  - The Trustees shat not be required to submit any dispute concerning the Employer's obligation to pay contributions to any gnovanos/arpitration procedure set forthin any collective bargaining agreement.
  - The Employer acknowledges that it is aware of the Fund(s) adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any Practice that violates the adverse selection rules.
  - This Agreement shall in all respects be construed according to the taxes of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct augits, the Illnois ten year written contract statute of firefations shall apply. The Employer agrees that the atatute of firefations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liabisty.
  - This Agreement may not be drainy modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the defective

bargaining agreement, this Participation Agreement shall control IN WITNESS WHEREOF, said Employer and Union have caused this tristrument to be executed by their duty authorized representatives, the day and year first above written. Belson Redacted by U.S. Department Redacted by U.S. Department of the Treasury of the Treasury 8/12/200 Qate: RECEIVED Complete Address of Employer 420 499-1451 92<u>0 499-3099</u>

AUG 1 9 2068

CONTRACT DEPARTMENT

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract.

Fax Number

le the Employer an itinerant construction company working on a project or on a seasonal basis. Yes \_

QA rev. 02/05

Telephone Number



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDATEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINDIS 60018-4938 PHONE: (847) 518-9800 enfloted trustees ray cash Joe Orre Jerry Younden George & Westley Proupe Young

BMPLOYDR TRUSTEES
HOWARD NEDOLGALL
ARTHER H BLATE, AND
DAND F MORRESON
TOW J. YENTURA
DANGE A BRUTTO

PROJECUTIVE DANSCOOR

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southwest and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southwest and Southwest Areas Health and Wetter Fund ("Health and Wettere Fund") in accordance with its collective bargarning agreement with the Union covering the job classification(s) of <a href="https://doi.org/10.1007/journal.org/10.1

crass-reapon(s		<u>is and mainiggings forema</u>	m/truck driver	
and any other	Liop classification of	overed by the collective bar	gaining agreement.	
1. Wetfare Fund, respective Em	. all rules and regula	Employer agree to be bound trons presently in effect or the Trustees and their successions.	subsequently adopted b	t(s) of the Pension Fund and/or the Heatth and y the Trustees of the Fund(s) and accept the
2. "Contribution f	The Employers Period") for each Co	shall contribute to the Pens yvered Employee at the follow	ion Fund per <u>day</u> Owing rates	week/day/hour (chaose one) (the
	Effective Date:	6/1/2001	Rate.	\$17.90
	Effective Date:	_6/1/2002	. Ratex	\$17.80
	Effective Date:	6/1/2003	Rate.	\$17.80
	Effective Date.	<del></del>	_ Rafe:	
	Effective Date:		_ Rafle	<del></del>
3. Covered Empi	The Employer : loyes at the following	shall contribute to the Hea g rates:	ith and Wefare Fund p	er week (the *Contribution Period") for each
	Effective Date		Rate	
	Effective Oate		Rate:	
	Effective Date		_ Rate:	<del></del>
	Effective Date:		_ Rate	
	Effective Oate:	•	_ · Rate	
	A -4-4			

- Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bergaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interm agreement establishing contribution rates during the periods when a new collective bargaining agreement, being regolisted. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bergaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less then the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received at written notice directed to the Fund(s). Contracts Department at the address specified above earli by certified mail with lefturn receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain affect with respect to the other Fund.
- When a new collective bargarning agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Confracts Department by certified mail (return recept requested) at the address specified above. Any agreement or understanding which safects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustops and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any ful-time or partisms employee covered by a collective bergaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short form employees who work for uncertain or irregular duration) unless the cotective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

- The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Penod (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illiness pay, leyoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the objective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to liness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherways been pad on any Covered Employee who is a re-employed service member of former service member but for his or her absence during a period of uniformed service as defined at 10 C F R §104.3
- Employee workforce (including, but not limited to new tures, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be abligated to pay interest on the montes due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection including, but not limited to, attorneys' fees and costs and b) at the option of the trustees or their delegated representative, the payment of contributions that accrube after the Employer has become delinquent shall be accelerated so that the contributions owed for each catendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered worldonce on time, the Employer must pay the contributions billed by the Heath and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that table to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payrot records and other pertinent records when requested by the Fund(s). If liggation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, at costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obtigation to pay contributions to any gnevance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rules (including Special Button 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any procioe that violates the adverse selection rules.
- This Agreement shaftin at respects be construed according to the laws of the United States in all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the lithois ten year written contract statute of limitations shaft apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's fisibility.
- 14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the cofective bargaining agreement, this Participation Agreement shell control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury

WEST BEND WI 3095
Complete Address of Employer

462-338-5700 Telephone Number

2/-06780°

Total City Dy North Del

Redacted by U.S. Department of the Treasury

OCT 24 AH 9: 10

if the Employer is signatory to a Nettonal or 'Sidup' Contract, indicate the name of such Contract

is the Employer an innerant construction company working on a project or on a seasonal basis. Yes

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### PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4928 PHONE: (847) 518-9800

AT-URM BUTTE IS ON A VENTURA MARYE CALDWELL MRISTOPHER LYNGA

EXECUTIVE DIRECTOR THOMAS & HYHAN

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Control States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Wettare Fund ("Health and Wettare Fund") in accordance with its collective bargaining agreement with the Union covering the following job described: Drivers (Rel. Class.) and any other job classification covered by the collective pargaining agreement and the Agreement between the Health and Wellare Fund and the Illinois Conference of Teamsters and Employers Welfare Fund both of which are incorporated herein.

The Union and Employer agree to be bound by the Trust Agreement(s) of the Ponsion Fund and/or the Health and Welfere Fund, all rules and regulations presently in effect or subsequently adopted by the Trusines of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2.	The Employer shall contribute to the Peni	ion Fund for each Covered Employee at	the following rates.
	Effective Date	Rate:	
	Effective Date:	Reta:	
	Effective Date:	Rate:	-
	Effective Date:	Rate:	RECEIVED
	Effective Date;	Rale:	
3.	The Employer shall contribute to the Heal following rates:	th and Welfare Fund for each Covered E	Employee at the AUG 4 2005
	Effective Date: 7/1/05	Rade: <u>\$7.00 per h</u>	pour
	Effective Date:	Rate:	CONTRACT
	Effective Date:	Rate:	Control of the State of the Arms of the State of the Stat
	Effective Date:	Aale;	_
	Effective Date:	Rato:	-
execute an inte is being negot collective berg of this Agreem Trastees reset	Contribution into changes after the last Effective bargaining agreement and such rate or into agreement establishing contribution rail ated. In the absence of an interim agreement and prior to alther the exe and shall be the rates in affect on the last daily the ingit to reduce benefit levels if the cobenefit plan or cleas.	hanges shall be incorporated into this Agi los during the periods when a new collect ent the contribution rate required to be ( icultion of a new collective bargining ag mor the terminated collective bargaining.	remonit. The parties may tive bargaining agreement paid after termination of a eament or the termination agreement. However, the
the Employer of terminate until to the Employer statute to con-	This Agreement and the obligation to pay aining agreement and during a strike except nutually agree in writing otherwise. This Agree is the Trustees doede to terminate the parties specifying the date of termination of partitibute to the Fund(s) and the Fund(s) the address specified above sent by certifies no longer on ignated to contribute or c) the	ting contributions shall be due our nglais re-mant and the Employer's obligation to bicipation of the Employer and provide writ objetion or b) the Employer is no longer ave received a written no ica dracted is done with return receipt followsited which	payconimbusions shall not then notice of their decision roti igated by a contract or to the Fund(s)* Contracts o describes the reason why

When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mait (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and It's Agreement and the written agreement(s) that has been submitted to the Fund(s) shaf alone remain enforcouble. The following agreements shall not be valid: a) an agreement that purports to retroactively a minate or reduce the Employer's statutory or contractual duty to contribute to the Fundis); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively a ministe the duty to contribute to the Pens on Fund during the stated term of a coractive bargaining agreement that has been accepted by the Pension Fund.

Union's representative status or d) the date the Union's representative status terminates through a valid discrement In the event the Emp dyer participates in both the Pension Fund and the Health and Welfare Fund and the termination reterred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the overall an NLRB election or discipliner of interest referred to in e) or d) relates to only part of the bargaining unit, this Agreement shall

remain in effect with respect to the remainder of the bargaining unit

- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time of part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain printegular duminor) except a casual employee shall not be a Covered Employee with respect to the Hoalth and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or liness pay, knyoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relationships Board proceeding, grievance/arbitration proceeding or definement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employee's for a specified we ting period, no committed on shall be due until the Covered Employee Completes the specified we ting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to kiness or in ury even it incovered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service mamber or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.
- 9. On or histore the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including ibut not timited to new hires, eyoffs or terminations) which occurred during the prior month and must pay all contributions what for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the montes due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not firm ted to, attorneys' fees and costs and b) at the option of the This loss or their delegated representative, the payment of contributions that accrue exter the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sundey through Saturdary) shall be due on the lobowing Monday. If the Employer fails to report changes in the contributions bited by the Health and Wiefere Fund regardless of actual terminations, leaves of absence, layoffs consistent contributions. The This seas reserve the right to terminate, the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If itigation is required to either obtain access to the Employer's records or to collect additional bitings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any adomeys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any gravance/arbitration procedure set forth is any collective bargain's glaggedment.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 80-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the taws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect definquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to account with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's lab. by.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, and Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and west first above written.

BERUO LordsTRUCTION, Inc.	Lacal Halas No. 525
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
7-12-05	7-19-05
70088 GOOFREY RD. P.D. 5134	
Compicte Address of Employer . 618 618 44.7 - 2440 ( ) 467- 2445	fill: 4 2065
Telephone Number Fex Number 37-137032 Federal Employer Identification Number	ADMITTANT DEPARTMENT
If the Employer is signatory to a National or Group Contract, indicate Articles of Construction	the name of such Contract;
is the Employer an ignerant construction company working on a proj	ect or on a seasonal basis: Yes X No

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNO/HEALTH AND WELFARE FUNO 9377 WEST HIGGINS ROAD

ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

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CUPLOYER TRUSTEES. EUPLOYER TRUDO'NIL
INJAMED MEDIOGNIL
ARTHUR HI BLATE, AR
TOM I VENTURA
CARY 4, CALDYELL
CHRESTOMER LANGAM

EXECUTIVE DIRECTOR THOMAS C NYHAN

EMENT sets forth the terms under which the Employer will purticipate in the Central States. Southeast . Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and h and Welfare Fund') in accordance with its collective bargaining agreement with the Union covering the ation(s).

DRIVERS

and any in covered by the collective bargaining agreement Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health ill rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and e Employer and Employee Trustees and their successors. I Employer shall contribute to the Pension Fund for each Covered Employee at the following rates; Rate: \$ 33.60@day active Date: 5-1-09 ective Date: ective Date: ective Date: Rate: \_\_\_\_\_\_ fective Date: \_\_\_\_\_\_ te Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the Powing rates: fective Date: 5-1-09 ffective Date: Rate: \_\_\_\_\_\_ :flective Date: \_\_\_\_\_

Effective Date: \_\_\_\_ Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by we bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may m agreement establishing contribution rates during the periods when a new collective bargaining agreement ed, In the absence of an interim agreement, the contribution rate required to be paid after termination of a ning agreement and prior to either the execution of a new collective bargaining agreement or the termination It, shall be the rates in effect on the last day of the terminated chilective bargaining agreement. However, the e the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for enefit plan or class.

Iffective Date:

Rate: \_\_\_\_\_

Rate'

This Agreement and the obligation to pay contributions to the Fund(s) will continue ofter the termination of a ining agreement and during a strike except no contributions shall be due during a strike unless the Union and utually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not utuary bytee in writing of envise. This regressives and the Employer and provide written notice of their decision.

3) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision. r specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or nou a to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts the address specified above sent by ce tified mail with return receipt requested which describes the reason why includes appointed above some by the visconness with return receipt requested within describes the result of an election that terminates the sincluding problems of the contribute or c) the date the NLRB certifies the result of an election that terminates the aniative status or d) the date the Union's representative status terminates through a valid disclaraer of interest. Employer participates in bot - the Pension Fund and the Heath and Welfare Fund and the termination referred Jampson personners in our line rension rund enquise meant and visited rund enquise rension and the termination reserved. Jates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event ion or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall It with respect to the remainder of the bargaining unit.

When a new collective bargaining agreement is signed or the Employer and the Union agree to change the gaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) pariming agreement, the Employer shall promptly submit the entire agreement or inconscious to the Foundation of pariming by certified mail (return receipt requested) at the address specified above. Any agreement or 3 which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required graph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been trip fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that the ventures shall explicit email employees. The lonowing agreements shall not be valid; as an agreement that Proactively eliminate or reduce the Employees statutory or contractual duty to contribute to the Fund(s); b) an tat purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that respectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining hat has been accepted by the Pension Fund.

- For purposes of this Agreement, the term "Covered Employee" shall mean any tus-time ( covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual term employees who work for uncertain or megular duration) except a casual employee shall not be a Cc respect to the Health and Welfare Fund if the collective balgaining agreement explicitly oxcludes can participation in the Health and Westare Fund Covered Employee shall not include any person employe supervisory capacity or any person employed for the principal purpose of obtaining benefits from the F
- The Employer agrees to remit contributions on behalf of each Covered Employee ft receives, or is entitled to receive, compensation (regardless of whether the employment relationship is to show up time day, overtime pay, holiday pay, disability or liness pay, layoff/severance pay, vacation pa wages which are the result of any National Labor Relations Board proceeding, gnevacce/arbitration proc proceeding or settlement. If the collective bargaining agreement states that contributions shall not be Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employees. specified waiting period. If required by the applicable collective bargaining agreement, contributions shall Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Cover entitled to compensation. The Employer shall pay any contributions that would have otherwise been p Employee who is a re-employed service member or former service member but for his or her absenct
- On or before the 15th day of each month, the Employer must report to the Fund(s) any che Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall. interest on the monies due to the Fund(s) from the date when payment was due to Lie date when the together with all expenses of collection incurred by the Fund(s), including, but not lim' ed to, attorneys' fee at the option of the Trustees or their delegated representative, the payment of contributions that accrue after become definquent shall be accelerated so that the contributions owed for each calendar week (Sunday shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on t must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves t or other changes in the workforce. The Trustees reserve the right to terminate the participation of any En timely pay required contributions.
- The Employer shall provide the Trustees with access to its payroll records and other pertin requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review the Employer and the Employer shall pay any attorneys' leds and costs incurred by the Fund(s).
- The Trustees shall not be required to submit any dispute concerning the Employer's  $\boldsymbol{\epsilon}$ contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement
- The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in
- This Agreement shall in all respects be construed according to the laws of the United State taken by the Trustees to enforce the terms of this Agreement, including actions to coffect definquent contribute audits, the Illinois ten year written contract \*tatute of limitations shall apply. The Employer agrees that the stat shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actu of the existence of the Employer's liability.
- This Agreement may not be modified or terminated without the written consent of the Fund(s there exists any conflict between any provisions of this Participation Agreement and any provisions of the collections of the c

Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
7897 5. DELMAX P.O. BOX7	5-/1-09 Date
HARTFOLO         T1.         62048           complete Address of Employer           618         251-9038         (6(8) 251-9127           elephone Number         Fax Number	JAN 0 8 2013

Is the Employer an itinerant construction company working bits oroject or on a seasonal basis: Yes



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS, PENSION FUND. HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938

CHARLOTER THUSTCER ANG COMME FRANCE ANT STORY OF CASE T MARKET THE MESTING THE MESTIN

BINGLESVÁN MIND MÁDI HOMMID MEDOJGME ARTHA SEN BINGLÁS OMMO P. BINGLESÍN 1704 J. MEDIJA EMMEEL J. MINTED

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		PHUNE: (84	7) 218-9800	(	MANUAL CONTOR
Southeest en Areas Health will the Unio	d Southwest Areas P and Wellaro Fund ( in covering the job of	s louth the terms under we ension Fund ("Pansion Fu "Health and Welfare Fund assification(s) of: <u>Wazel</u> ( One collective bargaining	ind") and/or the Ce i") in accordance v housenen	intral States, 9	Southeast and Southwest
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2. orio) (the *Co	The Engloyer sha Intribution Period() to	all contribute to the Pension of each Covered Employe	n Fund per <u>vae</u> e al the following re	<u>k</u> l	_week/day/hour (choose
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	Ethective Date: _	01-01-03	Relet _	<u>\$79.00</u>	
	Effective Date	01-01-04	Rate: _	\$83.00	
	Effective Date; _	01-01-05	Rate: _	\$85.00	
	Effective Date: _		Rate: _	_	
3. Inr each Cove	The Employer shared Employee at the	all contribute to the Heatt following rates:	h and Wellare Fun	d por weak (II	re "Contribution <del>)" or</del>
	Ettaclive Dale: _		Rate: _	<u>}</u>	CENSO CONBRUCT DEP
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- Addressment. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargarning agreement is being regulated. In the absence of an inform agreement, the contribution rate required to be paid after termination of a collective barriagening agreement and force the execution of a collective barriagening agreement and force that the execution of a collective barriagening agreement and force that the execution of a collective barriagening agreement and force that the execution of a collective barriagening agreement and force that the execution of a collective barriagening agreement and force that the execution of a collective barriagening agreement and force that the execution of a collective barriagening agreement and force that the execution of a collective barriagening agreement and force that the execution of a collective barriagening agreement and a collective barriagening agr collective bengaining agreement or the termination of this Agreement, shall be the rates in effect on the fast day of the terminated collective burgaining agreement. However, the Trustees reserve the right in reduce benefit levels if the curlibution rate is or becomes loss than the then published rate for the applicable benefit plan or class
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bergaining agreement and during a strike except no condibutions shall be due during a strike unless the Union and the Employer mutually agree in whing otherwise. This Agreement and the Employer's obligation to pay communicas shall not be trained until either a) the Trustees decide to terminate the Autoement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or startiste to contribute to the Fund(s) and the Fund(s) have received a written no caldirected to the Fund(s). Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination reterred to bile) or b) retailes to only one Fund, then this Agreement shall remain in offect with respect to the other Fund.
- When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mad (rebim facility regulated) at the address specified above. Any agreement or understanding which affects the Employer's contribution disligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) size stone remain enforceable.
- For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual amployees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes confidutions on castlet employees. Covered Employee shall not include any person employed in a managenal or supervisory capacity or any person employed for the principal purpose of obtaining behellis finm the Fund(s).

- 8. The Employer surees to rumit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whe set the employment relationship is terminated), including show up time pay, overlime pay, holiday pay, disability or illness pay, langlifewerance pay, vacation pay or the payment of wages which are the result of any National Lator Retailine Board proceeding, grievance/arb trailion proceeding or other legal promeding or dettiement. If the collective bergalning agreement states that contributions shall not be due on newly their Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective tergerium agreement, contributions shall also be made to the fluid(s) on behalf of any Covered Employee who is not wo king due to flooss or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a resuppliced service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C F.R. §104.3.
- Queried Employee workforce (including, but not furried to new trices, layoffs or reminations) which occurred during the Covered Employee workforce (including, but not furried to new trices, layoffs or reminations) which occurred during the pitor month and must pay all contributions owed for the prior month. In the event of a definquency, a) the Employee shall be obligated to pay interest on the montes due to the Fund(s) from the date when payment was due, to the date contributions and costs and by at the option of the Trustees or their detegated representative, the payment of to each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer falls to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Wellare Fund regardless of actual termineSuns, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that falls to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other partitional records when requested by the Fund(s). If illigation is required to either obtain access to the Employer's records or to culted additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any atterneys' feee and costs incurred by the Fund(s).
- 11. The Tricticos ghalf not be required to submit any dis suta concerning the Employer's obligation to pay contributions to any grievance/articlesion procedure set forth in any collective bargaining agreement.
- 12. The Employer admonistrate that it is aware of the Fund(s) adverse sciention rules (including Special Bufetti 90-7) and agrees that while this Agmement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect definition contributions or to conduct earlies, the Plinois for year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unperdicontributions and such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be orally modified or ferminated. To the extent there exists any confict between any provisions of the Participation Agreement and any provisions of the collective hergaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Printed Name and Tibe	Printed Name and Title
Chicago . II. 69609 Complete Address of Employer	<u>}</u>
Telephone Number	······································
6/-/430828 Federal Employer Number	
If the Employer is signatory to a National or Group Contract, in	ndicate we name of such Contract.
is the Employer an illnerant constructo company working or	a project of on a seasonal basis: Yes No _X



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS .
PENDION FUNDMEALTH AND WELFARE FUND
\$377 WEST HOGINS ROAD
ROSEBIONTS RELEVOIS (80018-4018) ,
PHONE: (847) 518-2800

EUR. HEE TRUSTON ACT OFF ACT O

STEP AND THE STEP

NAME AND DESCRIPTION OF

with the Unio	a covoring the job classification(s) of <u>Draws</u>	
1 the Health an the Fund(s) (	The Union and Employer agree to be bow d Welfare Fund, ell rules and regulations prev- and accept the respective Employer and Employer	nd by the Trust Agrowmonys) of the Pendion Find and/o- only in effect or subvequently adopted by the 1 rustness of year Trustabs and Built auccessors.
2: cns) (the "Ci	The Employer shall contribute to the Penale printbution Period") for each Covered Employe	n Fund per <u>day</u> west/sayhour (choose a at the following rates:
	Eneceyo Delas: 67/01/04	Rate: \$22.60 ··
	Effective Date: 05/01/05	Rese: \$25.60
	Escenio Dato:	Rate:
_	Effootive Date:	Rate:
	Eriective Date:	- DROEWEI
) for each Cat	The Employer shall contribute to the Heal wasted Employee at the following rates:	o and Worlers Fund par wick (the Contain do Period)
	Effective Date:	AUG 2 4 2004
-	Effective Date:	Rate:
	Effective Date:	CONTRACT
	Effective Date:	Role: TO A PUT NACATI
	Effective Oato:	AND CEPARTMENT

- 4. Contribution rate changes after the fact Sifective Outs set forth in puregraphs 2 and 3 shall be determined by each new colorate largerings agreement and bath rate changes shall be lacerporated in the Agreement. The parties are bather, agreement and bath rate changes shall be largering agreement in the parties of the last day of the contribution agreement; if the parties of the last day of the terminated collective largering agreement. However, the Tructure rate has the right to reduce banefit in the 16 the contribution rate to at locarross less than the than published note for the applicable beautiful plan or class.
- S. This Agreement and the obtaining to pay centributions to the Pund(s) will continue after the ter minution of a collective bengativing agreement and during a states except an contributions shall be due during a states except an except an contributions shall be due during a state under the Union mpal the Employer's subgate of a payment of the Employer's subgate of the provide states and the provide with a node of their deptition to the Employer or b) the Employer is no languar obtigated by a contract or states to contribute to the Fund(s) and their Fund(s) have seeking a written notice directed to the Fund(s). Contracts Department at the address specified observative provides main with naturn receipt replication which describes the Plancin with the Employer in no languar obtigated to contribute, in the event the Employer puricipates in only the Plancin Fund and the Wealth and water Fund and the lamination returned to its at participates in only one Fund, then the Agreement shall nation effect with respect to the other Fund.
- 6. When a new collective bargating agreement is signed or the Employer and the Unitio agree to change the collective bargatining agreement, the Employer shall promptly sound the collective agreement or modificate in to the Fund (s)? Contractal Depositment by coefficie had (judium plot) in requested) of the addition specified abot 8. Any Fundament of London which shall be the Employer's contribution obligation which has not been submitted to the Agreement by this paragraph, that not be binding on the Trusteev and the Agreement and the writtee agreement(s) that has been submitted to the Fund(s) shall along common entercodule.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employees contacting contributions to the Fundish and includer casual amplity ones. It is short term completes who work this uncortain or imagellar duration) unless the softence be gaining agreement applicitly excludes confidentians an control employees. Covered timplayee shall not include any cortain employed to a manageful or supervisory repactly or any person employed for the physical purpose of obtaining another fundish from the Fundish.

- 8. The Employer ogness to resist contributions on behalf of each Covered Employee who receives, or the employment of the Contribution Period (logardiers of whether the employment relationarity is inswindered), including phow up these pay, resemble pay, the pay, describe pay of the employment processor pay, resemble pay of the payment of any National Labor Polarisons Beared processors, gravitational payment of important of important of important of any National Labor Polarisons Beared processors, gravitational payment of any National Labor Polarisons Beared processors, gravitational shall be due such that be due on nitroit larged Comment Employees to a specified wealing period, no contributions shall be due such the Covered Employee completion the specified shalling period, no contributions beginning agreement, contributions shall be due to the family and behalf of any Covered Employee who is not entitled to compensation. The Employee who is not writing due to these or injury even if the Covered Employee is not entitled to compensation. The Employee shall pay employed shall pay employee about payment of contributions that would have otherwise been paid on any Covered Employee as at entitled to compensation. The Employee shall pay employee about payment of the contributions that would have otherwise been paid on any Covered Employee as defined at 10 C F,R, §104.3.
- 9. On or before the 15th day of each month, the Employer most report to the Fund(s) any change in the Covered Singleyee workforce (notwing, but see Shibad to near hims, layoffy or terminations) which occurred during the prior enough and must pay all contributions errord for the prior month. In the event of it defrequency, a) the Employer shall be obligated to pay interest on the project of the Pund(s) from the during the payment were they, to the dots when the payment is made, together with all expendents at collection interested by the Fund(s), including, but not inchanged to attempt the payment of contributions that outlies and done such its expense of shearthy shall be accessated so that the contributions could be analyze in the contribution of the fundage of the Employer below to the contribution to the type in the test and Western Fund to participate of account terminations, leaves of absence, layoffs at other changes in the workdomes. The Yestern reserve the right to terminate the persological of any Employer that had a terminate contributions.
- 10. The Employer shall provide the Trustees with aboves to its payroll records and other pertinent records when requested by the Fund(s). "I Significe is required to either obtain access to the Employer's records or to collect additional Misings that result from the review of the receiving, all costs incurred by the Pund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attempts" has and costs incurred by the Fund(s).
- 11. The Trucker shall not be required to cubert any dispute concerning the Employer's obligation to pay committees to any provence-destruction precisions set forth in any collective bargaining agreement. To the count there cause any conflict between any provisions of the collective bargaining agreement, this Participation Agreement shall control.
- 12. The Employer extraveledges that it is more of the Fund(s) scheme polacion rates (scholar Scheme States) and agreement that while this Agreement resistins in effect, it will not enter into any agreement that violates the adverse selection false.
- 13. This Agreement shall in all respects be construed according to the term of the United States in all actions taken by the Trustees to enforce the lamms of this Agreement, including actions to collect delinquent contributions or to conduct studies, the Employer control stands of finitations shall explay the Employer of the temployer that the studies of finitations shall not begin to accuse with respect to any uspell contributions until such time to the Find(s) receive accuse written scales of the reddence of the Employer's habite.
  - This Agreement may not be erally modified or terminated.

IN WITNESS WHEREOF, cald Employer and Links, have caused this instrument to be executed by their duty outhorized representations, the day and year tirst above wilton.

3. H. Burga Construction

Redacted by U.S. Department of the Treasury

Redacted by U.S.

Department of the Treasury

St. Louis, ND 63329
Complete Address of Employee

(314) 467-5617
Telephone Number

14.3 - 11.7 9.5 3.3
Federal Employee Number

RECEIVED

AUG 2 4 2004

If the Employer IX signatory to a National of Group Contract, sufficient the name of such Contract.

Articlion of Constitueitism.

CONTRACT DEPARTMENT

Is the Ernstoyer an Moraint construction company working on a project or on a sessional basis. Yes X.

rev. 07/98



CENTRAL STATES; SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND.
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 0787400-0200-00247A

Lets forth the terms under which the Employer will participate in the Central States, Southeas and C'Pension Fund') and/or the Central States, Southeast and Southwest Areas Health and W

Southwest År	eas Pension Fund ("Pe and Welfare Fund") in	nsion Fund") and/or the	Central States, S	will participate in the Central States, Southeast and Southeast Areas Health and Welfare agreement with the Union covering the following joint with the Union covering the following the followi
and any other	job classification cover	ed by the collective barga	aining agreement	
1. Welfare Fund adopted by th	l and all amendments s	subsequently adopted as	well as all rules	rement(s) of the Pension Fund and/or the Health and and regulations presently in effect or subsequently the property of the pr
2.	The Employer shall	contribute to the Pension	Fund for each C	overed Employee at the following rates:
	Effective Date:	6/1/15	Rate:	\$45.10
	Effective Date:	6/1/16	Rate:	\$46.10
	Effective Date:	6/1/17	Rate:	\$48.80
	Effective Date:	6/1/18	Rate:	\$50.80
	Effective Date:	6/1/19	Rate:	\$52.80
<b>3</b> .	The Employer shall	contribute to the Health a	and Welfare Fund	for each Covered Employee at the following rates:
	Effective Date:	not applicable	Rate:	
	Effective Date:		Rate:	
	Effective Date:	<u>.                                    </u>	Rate:	
	Effective Date:		Rate:	
	Effective Date:		Rate.	

- Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)! Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must peport to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict bet seen any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. De	partment	Local U	247 Inion No.	
of the Treasury			cted by U.S. Departi Treasury	ment
Printed Name and Title		Printed	Name and Title	
July 17, 20	015		1	
Date		Date		-
6334 N. Beverly Plaza	<u> </u>			
Romulus, MI 48174				ECEIVED
Complete Address of Emp	oloyer			ECEIVED
(734) 729-9440	(734) 729-6414		1	AUG 0 3 2015
Telephone Number	Fax Number			Aud v a Zuis
38-1846864				CONTRACT
Federal Employer Identific	cation Number	_		DEPARTMENT
If the Employer is signato MITA Aggregate, Associ	ry to a National or Group Contract, ated Company	indicate the name of	such Contract:	
Is the Employer an itinera	nt construction company working o	n a project or on a se	asonal basis? Yes	× No



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938

PHONE: (847) 518-9800

ACCOUNT NUMBER: 0787500-0300-00247A

and any othe	r job classification cover	red by the collective barga	aining agreement	t.
	d and all amendments :	subsequently adopted as	well as all rules	eement(s) of the Pension Fund and/or the Health and and regulations presently in effect or subsequent d Employee Trustees and their successors.
2.	The Employer shall	contribute to the Pension	Fund for each C	overed Employee at the following rates:
	Effective Date:	9/21/12	Rate:	\$258.50 weekly
	Effective Date:	6/1/13	Rate:	\$268.80 weekly
	Effective Date:	6/1/14	Rate:	\$279.60 weekly
	Effective Date:	6/1/15	Rate:	\$290.80 weekly
	Effective Date:		Rate:	
3.	The Employer shall	contribute to the Health a	and Welfare Fund	for each Covered Employee at the following rates:
	Effective Date:	not applicable	Rate:	
	Effective Date:		Rate:	RECE
	Effective Date:		Rate:	RECEIVE
	Effective Date:		Rate:	ARECEIVE
	Effective Date:		Rate:	DEPARTMET

- Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund:
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Best Block		Local Union No.			
redacted by U.S. Department  f the Treasury		Redacted by U.S. Department of the Treasury			
·		,			
		Printed Name and Title	_		
ulishi					
Date	· • · · · · · · · · · · · · · · · · · ·	Date			
22001 Groesback					
Warren, MI 48089					
Complete Address of Em	ployer	<del>_</del> .			
(586) 772-7000	(586) 772-2340				
Telephone Number	Fax Number	<del></del>			
38-1819457					
Federal Employer Identific	cation Number	<b></b>			
If the Employer is signato	ry to a National or Group Contract,	indicate the name of such Contract:			
Is the Employer an itinera	ant construction company working o	n a project or on a seasonal basis? Yes N	o		





CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938

PHONE: (847) 518-9800

	A	CCOUNT NUMBER: _			
Southwest Are Fund ("Health classification(s	eas Pension Fund ("Per and Welfare Fund") in a s):	accordance with its collection	ve bargaining	vill participate in the Central State to the contract and Southwest Areas Hagreement with the Union covering	es, Southeast and lealth and Welfare g the following job
and any other	job classification covere	d by the collective bargaini	ng agreement.		
1.	The Union and Empl and all amendments s e Trustees of the Fund(s	oyer agree to be bound by ubsequently adopted as we and accept the respective	the Trust Agre ell as all rules e Employer and	ement(s) of the Pension Fund and and regulations presently in effe d Employee Trustees and their sud	ccessors.
2.	The Employer shall o			overed Employee at the following \$46.20 day/\$231 max week	
	Effective Date:	1/19/11	Rate:	\$49.90 day/\$249.50 max week	
	Effective Date:	6/1/11	Rate:	\$52.90 day/\$264.50 max week	
	Effective Date:	6/1/12	Rate:		
	Effective Date:	6/1/13	Rate:	\$55.00 day/\$275 max week	
	Effective Date:	6/1/14	Rate:	\$57.20 day/\$286 max week	
3.	The Employer shall	contribute to the Health and	d Welfare Fund	for each Covered Employee at the	ne following rates:
	Effective Date:	not applicable	Rate:		
	Effective Date:		Rate:		:D
	Effective Date:		_ Rate:		•
	Effective Date:		Rate:	MAR	1 5 2011
			 Rate:		. т
	Effective Date:			DEF	ENT
					and his pag

- Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duty authorized representatives, the day and year first above written.

Best Concrete & Supply		Local Union No.			
Redacted by U.S. Department of the Treasury		Redacted by U.S. Department of the Treasury			
Printed Name and Tille		Filineu Name and Title			
2/24/11		2-2+-1/			
Date	<del></del> -	Date			
17200 Dix Toledo Hwy.					
Brownstown, MI 48192					
Complete Address of Emp	loyer	<del>_</del>			
(734) 283-7055	(734) 283-2378				
Telephone Number	Fax Number	<del>_</del>			
38-2155471					
Federal Employer Identific	ation Number	_			
If the Employer is signator	y to a National or Group Contract,	indicate the name of such Contract:			
	at construction company working O	on a project or on a seasonal basis? Yes No			



MAR 1 5 2011

CONTRACT



CENTRAL STATES. SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800 EMPLOYEE TRUSTEES FRED GEGARE JERRY YOUNGER GEORGE J. WESTLEY CHARLES A. WHOBREY

EMPLOYER TRUSTEES
HOWARD MEDOUGALL
ARTHUR M. BUNTE, AR.
TOM J. VENTURA
GARY F. CALDWELL

EXECUTIVE DIRECTOR THOMAS C, NYHAN

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and "Health and "Hea	und")
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- 1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.
  - 2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

Епесиve Date: <u>04/01/08</u>	Rate: \$ 85 00
Effective Date: <u>04/27/08</u>	Rate: <u>\$ 91.80</u>
Effective Date: 04/01/09	Rate:\$ 99.10
Effective Date: 04/01/10	Rate:\$107.00
Effective Date: 04/01/11	Rate:\$115.60
Effective Date: 04/01/12	Rate: \$124,80
Effective Date: 04/01/13	Rate:\$134.78
The Employer shall and that a grant	

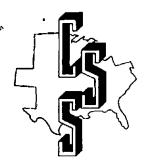
The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

Effective Date: N/A	Rate:
Effective Date:	Rate;
Effective Date:	Rate:

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice of etied to the Fund(s)' Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by cert field mail (return has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an prospectively eliminate the duty to contribute to the Pension Fund or c) an agreement that purports to accepted by the Pension Fund.

- For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified walting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, atterneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered wolkforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence Tayoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

the day and year first above written.  Nettcher Inches	used this instrument to be executed by their duly authorized representatives
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Date	3/30/09
- 23481 Tyler. Lykylle In. 46536.	RECEIVED
Complete Address of Employer (574) - 369 - 1351 · 574 - 784 - 9999 ·	APR 1 5 2009
Telephone Number Fax Number  35-1974832  Federal Employer Identification Number	CONTHACT DEPARTMENT
If the Employer is signatory to a National or Group Contract, indicate	the name of such Contract: Heavy, Highway, Railroad, and Underground
Utility Contracting Agreement between Highway, Heavy, and Utility D	ivision - ICA, Inc. and Teamsters Joint Council No. 69
Is the Employer an itinerant construction company working on a proje	ct or on a seasonal basis: Yes No



Effective Date:

### PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER:

	,,,				
Southwest Areas Per Fund ("Health and W	nsion Fund ("Pens 'elfare Fund") in ac	ion Fund") and/or the ( ccordance with its collec	Central States, Societive bargaining ag	I participate in the Central State  utheast and Southwest Areas  preement with the Union covere  mi drivers	Health and Welfare ing the following job
and any other job class	ssification covered	by the collective bargai	ning agreement.		
Welfare Fund and all adopted by the Truste	amendments sub ees of the Fund(s)	sequently adopted as and accept the respecti	well as all rules ar ve Employer and E	nent(s) of the Pension Fund and regulations presently in efficiently and their successful Employee at the following	ect or subsequently accessors.
	•	6/6/13	rund for each Cove Rate:	ered Employee at the following \$138.10 per week	rates:
	Effective Date:	6/6/14	Rate:	\$143.60 per week	•
	Effective Date:	6/6/15	Rate:	\$149.30 per week	
8	Effective Date: _		Rate:		
E	Effective Date:		Rate:		-
3. The	Employer shall ∞r	ntribute to the Health an	d Welfare Fund for	r each Covered Employee at ti	ne following rates:
8	Effective Date: _		Rate:		-
E	Effective Date:		Rate:	**************************************	
E	Effective Date: _		Rate:		
E	Effective Date: _		Rate:		

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

Rate:

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until—a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Better Made Snack Foods, Inc. Employer Name	Redacted by U.S. Department	
Redacted by U.S. Department of the Treasury	of the Treasury	
" Sta-113	9/30/2013	
Date Date	Date	
505 N. Euclid Avenue		
Bay City, MI 48706		
Complete Address of Employer  989-684-6271 989-684-6390	RECEIVED	
Telephone Number Fax Number	OCT 0 8 2013	
X 25-0454150 Federal Employer Identification Number	CONTRACT DEPÄRTMENT	
If the Employer is signatory to a National or Group Contract, indicate	he name of such Contract:	
Is the Employer an itinerant construction company working on a projection	ct or on a seasonal basis? Yes NoX	





CENTRAL STATES. SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDMEALTH AND WEI FARE FUND 9377 WEST HIGGINS ROAD ROSEMONT. ILLINOIS 60018-4938 PHONE (847) 518-9800 EMPLOYIN IRVISIONS
THEO CHOARD
IF RRY YOUNGER
CEORGE & WESTLEY
CHARLES & MHOEREY
PHRAF F YOUNG

EMPLOYER TRUBELS
HOWLING HOOGEL
ARTHER HOME JR
TOM J VEN JUNE
AND J VEN JUNE
ORIGINAL
GREET SHORE
ALANCAN

EXECUTATE OFFICER
THOMAS C MYNES

Southwest Are Fund ("Health" classification(s	sas Pension Fr.nd ("Pension Fund") and/o	r which the Employer will barticipate in the Central States, Southeast and the Central States, Southeast and Southwest Areas Health and Welfar is collective bargaining agreement with the Union covering the following job. <u>YARDMEN</u> and an animal gareement
1. Wollare Fund adopted by the 2.	and all amendments subsequently adopt a Trustoss of the Fund(s) and accept the	ound by the Trust Agreement(s) of the Pension Fund and/or the Health and ted as well as all rules and regulations presently in effect or subsequent respective Employer and Employee Trustees and their successors. Pension Fund for each Covered Employee at the following rates
۷.	Effective Cater _MAY 1, 2007	Rate _ \$133.90
	Effective Date: MAY 1, 2008	Rate _ \$144.80
	Effective Date: May 1 2009	Rate:\$155.20
	Effective Date: MAY 1, 2010	Rate: \$165.20

Rate: \$182,20\_

 The Employer shall contribute to the Hesith and Welfare Fund for each Covered Employee at the following rates:

Effective Date: MAY 1, 2011

Effective Date:	Reter
Effective Date:	Rate:
=fective Date:	Rate:
Effective Date	Rate:
Effective Date:	Rate:

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less train the titlen published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining egrooment except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate untill a) the Trustoes decide to terminate the participation of the Employer and provide written notice of their docation to the Employer specifying the date of termination of participation or b) the Employer is no longer colligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's represental we status or d) the date the Union's represental we status or d) the date the Union's represental we status or the disciplent of the described in the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of the remainder of the bargaining unit.
- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the online agreement or modification to the Fund(s)' Contracts. Department by certified mail (return repair requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid a) an agreement that purports to refronctively eliminate or reduce the Employer's stall only or contractively duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, this term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or in egular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managenal or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).



- The Employer agrees to remit contributions on behalf of each Covered Employee for any period heishel receives. or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time prise entities to receive, comprehension (regardless or whether a entitles of the reaction has been been allowed, including show up time pay, holiday pay, disability or illness pay, hypothiseverance pay, vacation pay or other lega proceeding are the result of any National Labor Reliator's Board proceeding, grickance/arbifration protecting or other lega proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified wanting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bergaining agrimment, can ibutions shall also be made to the Fund(s) on behalf of any Covered Employee who s not working due to illness or muny even if the Covered Employee Is not antitled to comparisation. This Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employee service member or former service morniber but for his or her absence during a period of uniformed service as defined at 32 C F.R. §104.3.
- On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee whilely co (including that not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay at commitmitions owed (or the prior month. In the event of a definiquency, a) the Employer shall be obligated to pay interest on the mones due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(x), including, but not limited to, altorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delegated that he appeterated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday in the Employer faits to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare - und regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce, The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions
- The Employer shall provide the Trustops with access to its payroll records and other pertinent records when requested by time Fund(s). If istigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- The Trustees shall not be required to aupmit any dispute concerning the Employer's obligation to pay contributions to any gnevancularbitration procedure set forth in any collective bargaining agreement.
- The Employer acknowledges that it is aware of the Fund(s)" adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will flot enter into any agreement or engage in any practice that violates the actions relection rule.
- This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including accors to collect delinquent contributions onto conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual, written notice of the existence of the Employer's liability
- This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement,

this Purticipation Agreement shall control. IN WITHESS WHEREOF, said Employer and Union have caused Redacted by U.S. Department representatives, the day and year first above written, of the Treasury BEYERS LUMBER COMPANY Redacted by U.S. Department of the Treasury 5-14-07 8684 OLIVE BLVD

RECEIVED

MAY 2 5 2007

CONTRACT DEPARTMENT

If the Employer is signatory to a National or Group Contract, Indicate the name of such Contract

<u>(3)4) 943-3572</u>

is the Employer an itinerant construction company working on a project or on a sessonal basis. Yes \_\_\_\_

ST. Louis, mo 63132

Complete Address of Employer

43-0613750

Federal Employer Identification Number

<u> 314 993 -2445</u>



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDIHEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

CHPLOTEE TAUSTEES HATTLE ACTION GEORGE T MEDITEA NOT ONNE BITA CATAL BITA

EMPLIFER TYRIPPED HOMAND WINDS LIALL ARTHUR M. BURTE. A TOWN WENTERS GAMES. S. BRITISTO GART F. CALDINELL

REPORTED A PUBLICACIÓN.

Southeast and : Areas Health at with the Union (	Southwest Areas nd Wetrare Fund ( covering the job of fication covered	s forth the terms unde Pansion Fund ("Pension Thealth and Welfare Fi lassification(s) of:	n Fund") and/or the C and") in accordance v CLY EXS Ining agreement	entral States, Souther with its collective being	sining agreement
the Heeth and of the Fund(s)	Welfare Fund at	Employer agree to be b rules and regulations spective Employer and	presently in effect or	SUDSequently attopted	a by the I rustees
2. one) (the 'Con	The Employersi tribution Penod")	nall contribute to the Per for each Covered Emp	nsion Fund per <u>b) (</u> lioyee at the followin	<u>e.v.                                   </u>	day/hour (choose
	Effective Date:	7 11 13 3003	Rate:	124.00_	
	Effective Date:	7m4 18 3003	••	124.00	
	Effective Date:	July 300	<b>-</b>	134.00	
	Effective Date:	July 19, 2005	Rate:	<u> </u>	
	Effective Date:		Rate:		
3. *Contribution F	The Employer: Period") for each (	shall contribute to the l Covered Employee at I	HeaRh and Welfare li he following rates:	Fund per weelchour (	choose one) (the
	Effective Date:		Rate:	RE	CEIVED
	Effective Date:		Rate:		CEIAED
	Effective Date:		Rate:		VY 2 6 2004
	Effective Date:		Rale:		ONTRACT PARTMENT
	Effective Dete:				FARTMENT
Agreement. The anew collective rate required to a new collective day of the term levels if the collections.	r nach new collecte parties may extend the parties may extend after the collective numbulion rate is controlled.	le changes after the la stive bergalising agreed lecute an inforting agreed ement is being negotial ministion of a collective element of the terminate bargaining agreement for becomes less than the	nent and such rate of ment establishing co- ted. In the absence of the bargaining agreem con of this Agreemen However, the Trus of then published rate	changes shall be incontribution rates during fan interim agreemen ent and prior to eithe t, shall be the rates in tees reserve the right for the applicable be-	promed into this the periods when it, the confinbution of the execution of the feet on the last to reduce benefit plan or class
strike unless the obligation to pure provide writter statute to control Department at reason why the Pension Fund.	a oblicative bargine Union and the sty contributions is notice of their diplute to the Fund the address spece Employer is no and the Health at ernent shall remain	It and the obligation to aning agreement and of Employer mutually agreement and of edition to the Employer (s) and the Employer (s) and the Fund(s) have tried above sent by cold to get obligated to cond Westare Fund and their in effect with respections.	during a strike exception in writing otherwise the Trustees or or b) the Employer or received a writion in tribute. In the every of termination referred to the other Fund.	I no confibutions sha e. This Agreement at decide to tarminate it is no longer obligate notice directed to the I in receipt requested why the Employer partic d to in a) or b) retates	all be due during a not the Employer's he Agrenment and d by a portract or Fund,s)' Contracts hich de onbes the cipates in both the To only one Fund,
6. change lhe coi lo the Fund(s)'	ersom harneining	ollective bargaining ag pagreement, the Emplo ment by centried mail (i	ver shall promptly sub	anvit (he ent up agrasan	HEAT OF MICORNICATION

- agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustoes and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.
- For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes assual employees (i.e. short term employees who work for uncertain or megular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

- 8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Committellion Period (regardless of whether the employment retationship is formunated), including show up time pay, overlime pay, holiday pay, disability or illness pay, tayoff/severence pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, gricovance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on rewhy hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective barg "ting agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to itness or injury even if the Covered Employee is not contribution. The Employer shall pay any contributions that would have otherwise been peld on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the montes due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' (see and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent stall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Menday. If the Employer faits to report changes in the covered workforce on time, the Employer must pay the contributions billed by the righth and Westere Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that falls to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other partinent records when requested by the Fund(s). If strigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be peed by the Employer and the Employer shall pay any attermeys' fees and costs incurred by the Fund(s).
- 11. The Trustees stati not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.
- 13. This Agreement shall in all respects be construed according to the taws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions onto conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be grally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duty authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Complete Address of Employer  A89, 496-0066 ext. 245, 1989, 496-019  Telephone Number  Fax N  788-314746  Federal Employer Number	umber
If the Employer is signatory to a National or Group Contract.	indicate the name of such Contract:
Is the Employer an illinerant construction company working on	a project or on a seasonal basis: Yes No



Effective Date:

Effective Date:

Effective Date:

Effective Date:

### PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 0846900-0207-00135A THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job and any other job classification covered by the collective bargaining agreement. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates: 2. 06/01/2013 Effective Date: \$58.30 Rate: 06/01/2014 Effective Date: \$60.60 Rate: 06/01/2015 Effective Date: \$63.00 Rate: Effective Date: Rate: Effective Date: Rate: The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates: 3. Effective Date: Rate:

Rate:

Rate:

Rate:

Rate:

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mall with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective oargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated). Including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the accelerated of the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the lilinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Black Lumber Co, Inc Employer Name	Local Union No. Teamsters Local Union #135
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
//25/13	P/1/2
710 S. Henderoon St	Date
Slavingto IN 47401 omplete Address of Employer	RECEIVED
12-3327208 8723319444 elephone Number Fax Number	SEP 0 6 2013
35 - 0902347  deral Employer Identification Number	CONTRACT DEPARTMENT
he Employer is signatory to a National or Group Contract, indi	icate the name of such Contract:



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938

PHONE: (847) 518-9800

**ACCOUNT NUMBER:** 

and any other	job classification cover	red by the collective barg	aining agreemen	<u> </u>	
adopted by th	and all amendments of the Fund	subsequently adopted as (s) and accept the respec	s well as all rules tive Employer an	eement(s) of the Pension Fund and/or and regulations presently in effect o d Employee Trustees and their succes	r subsequently sors.
2.	Effective Date:	APRIL 1, 2014	Fund for each C Rate:	overed Employee at the following rate: \$142.90 WEEKLY RATE	<b>5</b> :
	Effective Date:	APRIL 1, 2015	Rate:	\$151.50 WEEKLY	
	Effective Date:	APRIL 1, 2016	Rate:	\$157.60 WEEKLY	
	Effective Date:		Rate:		
	Effective Date:		 Rate:		
3.	The Employer shall	contribute to the Health a	and Welfare Fund	for each Covered Employee at the following	owing rates:
	Effective Date:		Rate:		
	Effective Date:		Rate:		
			Rate:		
	Effective Date:		Raic.		
	Effective Date: Effective Date:		Rate:		

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

	245
Blankenberger Brothers, Inc.	Redacted by U.S. Department
Redacted by U.S. Department of the Treasury	of the Treasury
2014	PRESIDENT AND BUSINESS MANAGER
July 21, 2014  Date	Date
11700 Water Tank Rd.	
Cynthiana, IN 47612 Complete Address of Employer	
812-845-2717 812-845-2727 Telephone Number Fax Number	
35-1057095 Federal Employer Identification Number	
If the Employer is signatory to a National or Group Contract, indi	cate the name of such Contract:
Is the Employer an itinerant construction company working on a	project or on a seasonal basis? Yes No

RECEIVED

JUL 3 0 2014

CONTRACT DEPARTMENT



CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILL INOIS 60018-4938
PHONE: (847) 518-9800

EMPLOYEE TRUSTERS CHARLES & WHOSEN CHARLES & WHOSEN PHILD E. YOUNGE PHILD E. YOUNG

CAPACINES TRUSTEES
HOWARD MECCURALL
ARTHUR A BUNTS, JR.
TOM & NEWTON
GARY F, CALDWELL
EXCEPTION OF BRICAN

EXECUTIVE CONECTOR THOMAS C. NYMAN

THIS AGREEMENT sets forth the terms under which the Employer was periodicate in the Central States.	Southeast
and Southwast Areas Pensior Fund ("Pension Fund") and/or the Central States. Southeast and Southwest Areas H	lealth and
Wetfare Fund ("Health and "Veifare Fund") in accordance with its collective bargaining agreement with the Union co	vering the
following job classification(s) Drivers (Rel. Class.)	and any
other job classification govered by the collective bargaining agreement and the Agreement batween the Health an	
Fund and the Illimate Conference of Teamsters and Employers Wielfarte Fund both of which are incorporated herei	n.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2.	The Employer shall contribute to the Pe	nsion Fund for each Covered Employee at the following rates:
	Effective Date:	_ rate: RECEIVED
	Effective Oate:	Rate:
	Effective Date:	Raier AUG 4 2000
	Effective Date:	Rale:
	Effective Date:	
3.	The Employer shall contribute to the He following rates:	alth and Welfare Fund for each Covered Employee at The Part of The
	Effective Date: 7/1/05	Rate: _\$7.00 per hour
	Effective Date:	Rate:
	Effective Date:	Rete:
	Effective Date:	
	Effective Date:	Rate
4.	Contribution rate changes after the last E	ffective Date sel forth in paragraphs 2 and 3 shall be daterm ned by

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shell be daternined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an internm agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of this Agreement shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the I rusties reserve the light to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable banefit plan or class.
- This Agreement and the Obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shelp be due during a strike unless the Union and the Employer mutuality agree in writing otherwise. This Agreement and the Employer is obligation to pay contributions shall not terminate until a) the Trustees decide beterminate the pertraipation of the Employer and provide writing notice of their decision to the Employer specifying the date of termination of participation of b) the Employer is no tonger obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified attrive sent by certified max, with return receipt required which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the resort of an election that terminates the Union's representative status terminates through a valid discletimer of interest, in the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the fermination referred to in 4) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the "empinder of the bargaining unit.
- When a new collective bargaming, agreement is staned or the Employer and the Union agree to change the collective bargaming agreement, the Employer shall promptly submit the entire agreement or middification to the Fund(s). Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement understanding which afface the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shell not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall atohe remain anti-propole. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

- 7. For purposes of this Agreement, the Ierm "Covered Employee" shall mean any full-time or pert-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short lerm any oyees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund it the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managenal or supervisory capacity or any person employed for the principal surpose of obtaining Senerits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period halfshe receives, or is entitled to receive, companisation (regardless of whether the employment relationship is terminated), including show up time pay overtime pay, holiday pay, disability or illness pay, ayoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on helly hind Covered Employees for a specified walking period, no contributions shall be due untit the Covered Employee completes the specified walting period. I required by the appricable coffective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to litness or injury even if the Covered Employee is not enlitted to compensation. The Employer shall pay any contributions that would have observable been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C F R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, tayoffs or terminations) which occurred during the prior month and must pay all contributions award for the prior month. In the event of a de inquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become deling and shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. It the Employer falls to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, leyoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any gridvance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90.7) and agrees that while this Agreement remains in effect, it wit not entertain any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audies, the iffinois ten year written contributions delimitations shall apply. The Employer agrees that the statute of mitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive enturi written notice of the existence of the Employer's tability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Perticipation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury

7-/4-05
Date

18-4 TC-RT/40
MUBERRY ORDIE TC-02002

Complete Address of Employer Remarks and Employer is signatory to a National or Group Contract, Indicate the name of such Contract:

If the Employer is signatory to a National or Group Contract, Indicate the name of such Contract:

It the Employer is signatory to a National or Group Contract, Indicate the name of such Contract:

It is the Employer in Illinerant construction company working on a project or on a seasonal basis: Yes X No.



CENTRAL STATES. SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS: 60018-4938 PHONE: (847) 518-9800

#### ACCOUNT NUMBER:

and any other job classification covered by the collective bargaining agreement.  1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.  2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:  Effective Date: 5/20/15 Rate: \$217.60 per week  Effective Date: 5/1/16 Rate: \$226.30 per week  Effective Date: Rate:  Effective Date: Rate:  Effective Date: Rate: Rate:  Effective Date: Rate: Rate:	east and Welfare wing job
Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.  2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:  Effective Date: 5/20/15 Rate: \$217.60 per week  Effective Date: 5/1/16 Rate: \$226.30 per week  Effective Date: Rate:  Effective Date: Rate: Rate:	
Effective Date: 5/20/15 Rate: \$217.60 per week  Effective Date: 5/1/16 Rate: \$226.30 per week  Effective Date: Rate:  Effective Date: Rate: Rate:	alth and equently
Effective Date: 5/1/16 Rate: \$226.30 per week  Effective Date: Rate:  Effective Date: Rate:	
Effective Date:  Effective Date:  Rate:  Effective Date:  Rate:	
Effective Date: Rate:	
3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rat	
	rates:
Effective Date: 5/20/15 Rate: \$10.40 per hour  Effective Date: 5/1/16 Rate: not to exceed \$12.20 per hour	· ———
Effective Date: 5/1/16 Rate: not to exceed \$12.20 per hour  Effective Date: Rate:	<del>-</del>
Effective Date: Rate:	
Effective Date: Rate:	

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be pald after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Re ations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a definquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. De	epartment	Local Union No. 722
of the Treasury		Redacted by U.S. Department of the Treasury
Printed Name and Title		
05/28/2015		6/1/15
Date		Date
18 Stone Hill Road		
Oswego, IL 60543	· · ·	RECEIVED
Complete Address of Em	ployer	 Jun 0 5 2015
630-554-1666	630-5 <b>54-9</b> 675	5617 6 2013
Telephone Number	Fax Number	CONTRACT Department
36-2774838	•	ATTIMENT
Federal Employer Identific	cation Number	<del></del>
If the Employer is signator Articles of Const	ry to a National or Group Contr truction Agreement be	act, indicate the name of such Contract: tween Associated General Contractors and Teamsters
Downstate Illino: Is the Employer an itinera	is Construction Indus nt construction company worki	try Negotiating' Committee ng on a project or on a seasonal basis? Yes <u>x</u> No

TEAMSTERS 974

Fax: 847-518-9773

(612) 331-63**8**3

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# PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUNDMEALTH AND WELFARE FUND
9377 WEST MISGINS ROAD |
ROSEMONT, ILLINGIS 80018-4938
PHONE: (847) 518-9800

EMPLOYA !! TREMTS ## FRED ORGANI JEAN YOUNGER GEORGE & WASTLEY

EMPLOTES TRUSTEES
HONOURD SECRETAGELL
ARTHUR HE BUNTE, AR.
TOM L VERGUELA
GART F. CALDWELL

EXECUTIVE GIRICATOR

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States. Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States. Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Local 974 and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement (s) of the Persion Fund and/or the Health and Welfare of the Fund(s) and accept the respective Employer and Employee Trustees 通過 their successors.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

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	Effective Date: 1017010	Rate: 142,00 securely
	Effective Date: 1011 7011	Rate: 151,90   perweet
	Effective Date: 101 2017	Rate: 1256 perfecel
	Effective Date: 10/11/013	Rote: 13.90 pervek
	Effective Date: 1911 2014	Rate: 184.30 purulk
3.	The Employer shall contribute to the Healin a	and Welfare Fund for each Covered Employee at the following rates:
	Effective Date: 4//4/2010	Rate: 44476 Sinch Not with Central State
	Effective Date: 411 2010	
	Effective Date:	Rate:
	Effective Date:	Rate:
	Effective Date:	Rato:
4. Etamaini	Contribution rate changes after the tast Effect	tive Date set forth in paragraphs 2 and 3 shall be determined by each new
ug contri	Dulion rates during the periods when a new coll	better because Agreement, The parets may execute an interim agreement
	marvers to the reduced to be been supplied to	econst datgazing agreement is being negotiated. In the absonce of an interim from of a collective baccaining agreement god crime to either the execution of a

collective transiting agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an inform agreement establishing contribution rates during the periods when a new collective bargaining agreement. The parties may execute an inform agreement agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the amendation of a bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plen or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due thring a strike unless the Union and the Employer multially agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide writing notice of their decision to the Employer specifying the calle of termination of participation or b) the Employer is no longer obligated by a contribute to the contribute to the Fund(s) and the Fund(s) and the Fund(s) have required a written notice directed to the fund(s). Contracts Department at the arkiness specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the rate the NLRB-cirtifies the result of an election that terminates the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

5. When a new collective bargaining agreement is signed or the Employer and the Union agree to charge the aslied in bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s). Contracts Department by cortined mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution exigation which agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid; a) an greement that purports to retroactively eleminate or reduce the Employer's striking or contractual duty to contribute to the Fund(s); b) an greement that purports to prespectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eleminate the duty to contribute to the Pension Fund during the stated term of a collective berganning agreement that has been accepted by the Pension Fund.

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(612) 331-6383 Oct 5 2011 14:17

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7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement regulting contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncortain or irregion duration) except a casual employee shall not be a Covered Employee with respect to the Hoalth and Welfare Fund if the collective bargaining agreement explicitly excludes casual engineers from participation in the Health and Welfare Fund. Covered Employee shall not maked the person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Coveredii-imployee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layer/severance pay, varion pay or the payment of wages which are the result of any filefilmal Labor Relations Soard proceeding, grisvance/schirishon proceeding or other legal proceeding or settlement. If the opticative bargaining agreement states that contributions shall not be due on rawly bired Covered Employees for a specified waiting period, no contributions shall be due on the due of the covered Employee is not entitled to compensation. The Employee who is a ne-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. § 104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workfarce (including, but not limited to new hires, tayoffs of terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the everal of a definiturities of the Employer shall be ubligated to pay interest on the montes due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection intered by the Fund(s), including but not limited to, attempty fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accordinate the Employer has become delinquent shall be accelerated so that the contributions owed for each callendar week (Sunday through shall be the on the following Monday. If the Employer has to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Wulfare Fund regardless of actual terminations, losves of absence, tayoffs or other changes in the workforce. The Trustees reserve the noth to terminate the participation of any Frontiner that fails to finely pay required contributions. in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employes shall provide the Trustage with access to its payroll records and other pertinent records when requested by the Fund(s). If Bigation is required to either obtain access to the Employer's records all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' less and costs incurred by the Fund(s).

 The Trustees shall not be required to submit any dispute congrievance/artistration procedure set forth in any collective bargaining agreement. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-7) and agrees that white this Agreement remains in effect, it will not enter into any agreement or engage in any prectice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to colocit delinquent contributions or to conduct suchs, the flinois ten year written contract statute of limitations shall apply. The Employer's treat the statute of limitations shall employ to account with respect to any angular contributions until such time as the Fund(s) receive actual written notice of the juxistence of the Employer's habitay.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITHESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duty authorized representatives.

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Appring to CJD IC	Local Union No. 974
Redacted by U.S. Department	Redacted by U.S. Department
of the Treasury	of the Treasury
	Lining identia Rich sinta
3/3/5/201/	Date Date
mil 440 1 Anerican Alud w Blooms from un s	——————————————————————————————————————
Bryling 8000 Rom Arc. (. Bloomington MW 55 431 Complete Address of Employer	
929 929 3535 1921 925	
Telephone Number Fax Number 27-3502 606	
Fedoral Employer Identification Number	
* the Employer's signatory to a National or Group Contract, indicate the	name of such Contract:
	•
is the Employer an itinerant construction company working on a project or	on a seasonal basis: YesNo
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CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938

PHONE: (847) 518-9800

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Work 10
1, 16

Southwest Are Fund ("Health classification(s	AGREEMENT sets fort eas Pension Fund ("Pen and Welfare Fund") in a	accordance with its collective	bargaining a	will participate in the Central States, Southeast an Southeast and Southwest Areas Health and Welfar agreement with the Union covering the following jo
and any other	job dassification covere	d by the collective bargaining	g agreement.	•
1	The Union and Emplo and all amendments su a Trustees of the Fund(s	oyer agree to be bound by th absequently adopted as well and accept the respective E	e Trust Agree as all rules Employer and	eement(s) of the Pension Fund and/or the Realty at and regulations presently in effect or subsequent d Employee Trustees and their successors.
2.	The Employer shall o	ontribute to the Pension Fun	d for each Co	overed Employee at the following rates:
<del>-</del> -	Effective Date:	June 1, 2010	Rate:	\$115.60 per week
	Effective Date:	June 1, 2011	Rate:	<u>\$124.80 per week</u>
	Effective Date:	June 1, 2012	Rate:	\$132.30 per week
	•	June 1, 2013	Rate:	\$137.60 per week
	Effective Date:  Effective Date:	June 1, 2014	Rate:	\$143.10 per week
3.	The Employer shall o		Welfare Fund	for each Covered Employee at the following rates:
	Effective Date:		Rate:	
	Effective Date:		Rate:	
			Rate:	
	Effective Date:		- Rat <b>e</b> :	
	Effective Date:		Rate:	
	Effective Date:	<u></u>	- Nate.	
				th in paragraphs 2 and 3 shall be determined by ea

- new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (Including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the expenses or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If Itigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, Including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Bluelinx Corporation Building Materials Distribution Cntr	406
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
of the freasury	Printed Name and Title
10/24/10	10/18/10
Date	Daté / / /
12 Falcon Ridge Drive	
Hopkinton, MA 01748  Complete Address of Employer	
(508) 625-1507	NOV 1 5 2010
Telephone Number Fax Number	CONTRACT DEL MATMENT
Federal Employer Identification Number	
If the Employer is signatory to a National or Group Contract, indicate the	name of such Contract:
Is the Employer an itinerant construction company working on a project	or on a seasonal basis? Yes No



# RECEIVED

CENTRAL STATES, SOUTHFAST AND SOUTHMEST AREAS PENSION HUNDHEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINO S 60018-4938 PHONE, (847) 518-9800

.DEC 0 9 2013

CONTHACT DEPARTMENT

ACCOUNT NUMBER: 0878820-0104-00247A THIS AGREEMENT sols forth the forms under which the Employer will participate in the Central States. Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States. Southwest Areas Pension Fund ("Pension Fund") and Wettere Fund ("Health and Wettere Fund") in accordance with its collective bargaining agreement with the Union Covering the following job classification(s): and any Other job classification covered by the collective bargaining agreement, 1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Wetlare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors. The Employer shall contribute to the Ponsion Fund for each Covered Employee at the following rates: 3/27/13 5124 80 weekly Effective Date: 4/1/13 \$132.30 weekly Effective Date: Rate: 4/1/14 Effective Date: \$140.20 weekly Rate: Effective Date: 4/1/15 \$148.60 weekly Rate: 4/1/16 5154.50 weekly Effective Date Rale The Employer shall centribute to the Health and Welfare Fund for each Covered Employee at the following rates: Effective Dates - not applicable Rate: Pension Fund Contributions Continued from No. 2: Effective Date: 4/1/17 Rate: \$160.70 weekly Effective Date: 4/1/18 Rate: \$167.10 weekly

- 4. Conflictution rate changes after the tast Effective Date set forth in paragraphs 2 and 3 shot be determined by each new collective bargasing agreement and such rate changes shall be incorporated into the Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargashing agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargashing agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the thin published rate for the applicable benefit plan or class.
- 5. This //greement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in whiling otherwise. This Agreement and the Employer's obligation to pay cond, buttons shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no terger obligated by a contribution or statuto to contribute to the Fund(s) and the Fund(s) have excelled a written notice directed to the Fund(s) from the Employer is no longer obligated to contribute or of the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disctaimer of intensi. In the event the Employer participates in both the Pension Fund and the Hermination referred to in a) or b) registes to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of the bargaining unit, this Agreement shall remain in effect with respect to the other fund.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts. Department by certified mail (return receipt requested) at the address appeaded above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be building on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid, a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractive only to contribute to the Fund(s); b) an agreement that purports to prospectively eliminate the duty to contribute to the Penson Fund during the statled term of a collective bargaining agreement that bus been accepted by the Pension Fund.
- 7. For purposes of this Agroement, the term "Covered Employee" shall mean any futtame or partitime employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or integutar duration) except a casual employee shall not be a Covered Employee with respect to the Health and Wettere Fund if the cottective burgaining agreement explicitly excludes casual employees from participation in the Health and Wettere Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period heishs receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, overti
- 9 On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the phor month and must pay all contributions owed for the prior month. In the event of a definiquency, a) the Employer shall be objected to say interest on the montes due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not territed to, attorneys these and costs and b) at the option of the Trustoes or their delegated representative, the payment of contributions that cord after the Employer half be become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Manday. If the Employer fields to report changes in the covered workforce on time, the Employer must pay the contributions that by the Health and Welfare Fund regardless of actual terminations, loaves of absence, layoffs or other changes in the workforce. The Trustoes reserve the right to terminate the participation of any Employer that fails to the payment contributions.
- 10. The Employer shall provide the Trustees with access to its Payrol records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional bit ingo that result from the review of the records, all costs incurred by the Employer chall pay any attorneys' less and costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer chall pay any attorneys' less and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/artization procedure set forth in any cortective bargaining agricument.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that white this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection fulle.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to entorce the terms of this Agreement, including actions to collect definitions or to conduct audits, the titings ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unperdicting until such time as the Fund(s) receive actual written notice of the existence of the Employer's Sobility.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Paradipation Agreement and any provisions of the collective bargaining agreement that Paradipation Agreement shall control.

lueLinx Corporation (fo	or Ypsilanti Location)	Local Union No. 247
Redacted by	U.S. Department	Redacted by U.S.
of the Treasur	ry	Department of the
		Treasury
Printed Name and Tale		riedsury
10.30.13		<u>/C</u> 30-13
Date 10300 Wildwood Parkwa	у	Date
Atlanta, GA 30039		
Complete Address of Em	ployer	
[770] 221-27C9	(770) 221-8015	
Telephone Number	Fax Mx mber	
ederal Employer Identifi		
s the Employer an dinera	ant construct on company working on a j	cate the name of such Contract:
s the Employer an dinera	ent construct on company working on a p	oroject or on a seasonal basis? Yes No
s the Employer an dinera	ant construct on company working on a p	
s the Employer an dinera	ant construct on company working on a p	oroject or on a seasonal basis? Yes No
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CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUNDHEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 600184938
PHONE: (847) 518-9800

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	Effective Date: July 13, 2008	Rate:	\$94.81	
	Effective Date July 12, 2009	Rate:	\$99 10	_
	Effective Date July 16, 2010	ıtale	\$107.00	
	Effective Date: July 17, 2011	Rale	\$115.60	
	Effective Date: July 15, 2012	Rate	\$124 80	
	Ethecheit lite: July 14, 2013	Robe: B	132.30	
J. for each Cove	The Employer shall confirm to to the Fleat ered Employee at the following rates:	ih and Weltere Fund pe	ir week (the	"Contribution Period")
	Effective Date:	Rater	•	_
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sinke unless obligation to p provide writte statute to con Department a reason why t Pension Fund	This agreement and the obligation to place a collective bargaining agreement and during the Union and the Employer mutually agree pay contributions shall not terminate until either notice of her decision to the Employer or dribute to the Fund(s) and the Fund(s) have not the address specified above sent by contribute to the Employer is no longer obligated to contrible Employer is no longer obligated and the leasths and Weigers Fund and the leasths and Weigers Fund and the leasths shall remain in effect with respect to the	ng a strike except no c in writing otherwise. T er a) the Frustees deck r b) the Employer is no eceived a writien notice ad mail with return field ibute. In the event the emmation referred to #	confinentions is Agreemed to terminal t	shall be due during a int and the Employer's ite the Agreement and galed by a contract or the Fund(s) Comfracts of which describes the or icipates in both the

- 6. When a new collective bargaining agreement is expect or the Employer and the Union agree to the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modecation to the Fund(s) Contracts Department by codded may (return receipt requested) at the eddless specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.
- 7. For purposes of this Agraciant the term Covered Employees shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managenal or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

  37.10.230

- The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, co-speciation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or itness pay, layoff-severance pay, vacation pay or the payment of weges which are the result of any National Labor Recitions Board proceeding. Grievance/sixthstation proceeding or other legal proceeding or settlement in the collective hargening agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employees to the Equition to the applicable collective barg, rung agreement, contributions shall also be made to the Furdis) on behalf of any Covered Employee who is not working due to almess or thjury even it the Covered Employee is not entitled to comprehension. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee service member or former service member but for his or her absence during a period of uniformed services defined at 10 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee work force (including, but not firmed to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a deintquency, a), we Employer shall be obligated to pay interest on the montes due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with nil expenses of collection included by the Fund(s), including but not limited to, althorneys' fees and costs and h) at the option of the Trustees or their delegated representative, the payment of contributious that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed foil each calendar week (Sunday through Saturday) shall be due on the following Manday. If the Employer falls to report changes in the covered work force on time, the Employer duest pay the contributions bitted by the Health and Weifard Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the work force. The Trustees reserve the right to terminate the participation of any Employer that taits to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other portinent records when requested by the Fundis). If frigation is required to althor obtain access to the Employer's records in to collect additional bittings that result from the review of the records, all chest incurred by the Fund(\$) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employers obligation to pay contributions to any gnevance/arbitration procedure set forth in any collective bargaining agreement. To the extent there exists any conflict between any provisions of the Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
- The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not effect into any agreement that violates the adverse selection rules.
- 10. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the illiness ten year written contract statute of timestions shall apply. The Employer agrees that the stallage of limitations shall not begin to account with respect to any impact contributions until such lime as the Fund(s) receive actual written notice or the existence of the Employers liability.
  - This Agreement may not be orally modified or terminated.

IN WITNESS WHEREOF, said Emptoyer and Union have caused this instrument to be executed by their duty authorized representatives, this day and year high above wholen

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Redacted by U.S.	Redacted by U.S. Department
Department	of the Treasury
of the Treasury	
Printed Methic Sint Little	<u> </u>
8175 Jefferson Hwy.,	B. 1114
Maple Grove, MN 35369	
Complete Address of Employer	RECEIVED
Talephone Number	•
	OCT 2 7 2008
Federal Employer Number	CONTRACT DEPARTMENT
If the Employer is signatory to a National	or Group Contract, Indicate the name of such Contract
	<del></del>
is 16 Employer an itinerant construction	company working on a project or on a seasonal basis; Yes 🔲 No 🛄



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

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ACCOUNT NUMBER:	

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Southwest Area	se Pension Fund (*Pe	ension Fund") a accordance wit	nd/or the Cent th its collective	ral States. S	Southeast and	d Southwest A	al States, Southeast and reas Health and Welfare covering the following job
and any other j	ob classification cover	ed by the collec	tive bargaining	agreement		<del>-</del>	
1. Welfare Fund a adopted by the	and all amendments s Trustees of the Fund(	subsequently acts) and accept the	dopted as well ne respective E	as all rules Employer an	and regulati d Employee T	ions presently Trust <del>ee</del> s and th	
2.	The Employer shall	contribute to the	e Pension Fun	d for each C		oyec at the folk	owing rates:
	Effective Date:	6/1/2012		Rate:	\$259.00		
	Effective Date:	6/1/2013		Rate:	\$269.40		
	Effective Date:	6/1/2014		Rate:	\$280.20		<del></del>
	Effective Date:			Rate:			
	Effective Date:			Rate:			
<b>3</b> .	The Employer shall	contribute to th	e Health and V	Velfare Fund	I for each Co	vered Employe	e at the following rates:
Effective Date:	6/3/2012	Rate:	\$289.70				
Effective Date:	6/2/2013	Rate:	\$304.20				
Effective Date:	6/1/2014	Rate:	\$328.50				
Effective Date:	_	Rate:					
Effective Date:		Rate:					

- Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of Interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become definquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

OSCAR J. BOLDT CON	STRUCTION	Local Union No. 662			
Redacted by U.S. Depa of the Treasury	artment	Redacted by U.S. Department of the Treasury			
Printed Name and Title		Printed Name and Title			
6-5-12		6/5/12			
Date		Date			
2525 N. ROEMER RD		_			
APPLETON, WI 54912-0	9419	RECEIVED			
Complete Address of Empl 920-225-6196	loyer 920-739-4363	JUN 1 8 2012			
Telephone Number	Fax Number	CONTRACT			
39-017419	0	DEPARTMENT			
Federal Employer Identification	ation Number	<del></del>			
If the Employer is signator	y to a National or Group Contract,	indicate the name of such Contract:			
Is the Employer an itinerar	nt construction company working o	n a project or on a seasonal basis? Yes No			



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDHEALTH AND WELFARE FUND 9377 WEST HIGGY & FORD BOSENONT, ILLUNO'S 60018-4935 PHONE: (847) 518-9803

ACCOUNT	NUMBER:	

THIS AGREENENT sets forth the terms under which the Employer will participate in the Central States, Southeast	tand
Southwest Areas Pension Pund ("Pension Fund") and/or the Central States. Southeast and Southwest Areas Health and W	citare
Fund ("freath and Worfare Fund") in accordance with its collective bargaining agreement with the Union covering, he following	g job
classification(s):	• .

and any other job classification covered by the collective bargaining agreement.

- The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and
   Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.
  - 2. The Employer shell contribute to the Pension Fund for each Covered Employee at the following rates:

Effective Date:	Ø1)/13	Rate;	355.10 daily
Effective Dates	6/1/14	Pate:	\$57,30 delty
Effective Date:	6°V1\$	Rate:	\$59.60 daily
Effective Date:	6/1/16	Plate:	\$52.00 daily
Effective Date.	6'1/17	Plate:	864.50 daily

The Employer shall commodute to the Health and Welfare Fund for each Covered Employee at the fotowing rates.

Effective Date:	not applicable	Hale:	
Effective Date:		Rate:	
Effective Date:		Hate:	
Effective Date;		Flake:	
Effective Date:		Plate:	

- 4. Contribution rate changes after the last Effective Date set form in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new concerve bargaining agreement in the termination or this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit pan or dispan.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying he date of termination of participation or b) the Employer is no tonger obligated by a contract or stabile to contribute to the Fund(s) and the Fund(s) later received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mail with return receipt requested which deciribes the reads why the Employer is no tonger obligated to contribute or of the date the NLRB certifies the result of an election that terminates the Union's representative status terminates through a valid disciplinary of interest. In the event the Employer participates in both the Pension Fund and the Health and Vielfare Fund and the tormination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the obsergaining unit, this Agreement shall remain in effect with respect to the pargaining unit,

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Francisco de marco y

- 6. When a new cotocsive bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the acciness specified above. Any agreement or understanding which sheets the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be variet all an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the Contribut on rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the dwg to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or partitine employee dovered by a colective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertainty or irregular duration) except a casual employee shall not be a Covered Employee shall not be a Covered Employee shall not be a Covered Employee shall not be accorded to the Health and Welfare Fund If the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund Covered Firmforpia shall not include any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she incovers, on its entitled to receive, compensation (regardess of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability of hiness pay, layed/feverance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement, if the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified wailing period, in contributions shall be due until the Covered Employee of the proceed wailing period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to timess or improvement if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or farmer service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. § 194.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fundist any change in the Covered Employee workforce (notiding, but not limited to now hires, layer's or terminations) which occurred during the prior month and must pay all contributions would be the prior month. In the event of a se inquincy, a) the Employer shas be obtigated to pay interest on the months out to the Fundist from the date when payment was due to the date when the payment is made, together with all exponses of collection incurred by the Fundist, including, but not limited to, attorneys' fees and costs and b) at the oppoint of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions weed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the constitutions balled by the Health and Welfare Fund regardless of actual terminations, forces of assence, tayefts or other changes in the workforce. The Trustacs reserve the right to terminate the participation of any Employer that tags to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If legation is required to either obtain access to the Employer's records or to collect and tional billings that result from the review of the records, at costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall buy any allomeys' fees and costs incurred by the Fund(s).
- 1. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Butletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates he adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the tirve of the United States, to all actions taken by the Trustees to entorce the terms of this Agreement, including actions to coffect definedent constitutions on to conduct audits, the lithrois ten year written contract statuse of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unique discribitions until such time as the Fund(s) recover actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the witten consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duty authorized represents less, the day and year first above written.

Boone & Darr, Inc.		Locat Union No. 247
Redacted by U.	S.	Redacted by U.S. Department
Department		of the Treasury
of the Treasury		or and respond
Printed Name and Tide		Printed Name and Title
12.2-13		
Dafe	_	Oate
P.O. Box 1718		
Ann Arbor, MI		
Complete Address of Em	plcyer	<del>_</del>
(734) 665-6643	(734) 665-9731	
Tetephone Number	Fax Number	<del>_</del>
38-15442	62	
Federal Employer Identific	cation Number	<del></del>
If the Employer is signator	ry to a National or Group Contract	. Indicate the name of such Contract:
AGC of Michigan, Non-ar	ssociated Employer	

RECEIVED

DEC 0 6 2013

CONTHACT DEPARTMENT

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-3-



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUNDMEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLANOIS 60018-4938

PHONE: (847) 518-9800

black E AO 410 Cring ES Y MISSINGS TEMES T ARESITES TEMES ADMINISTRE ENER OF CHARLES

EMPLOYER FRUSTEES HOWARD MEDOUGHE ATHEMITE SERIES, AR HOW A YEMPURA GARY F. GALDWELL CHRISTOPHEN A LANGUA

EXECUTIVE DIRECTOR THOMAS & PROVIN

THIS AGREEMENT sets forth the ternts under which	the Employer will participate in the Central States. Southeast and
Southwest Areas Pension Fund ("Pension Fund") and/or the C	entral States, Southoast and Southwast Areas Health and Welface
Fund ("Health and Wellere Fund") in accordance with its collect	the bargaining agreement with the Union covering the following job
classification(s). DRIVER	And the same as a second to the control of the southward lob
other job classification covered by the collective bargabiling ag	reament, end any

- I. The Union and Employer agree to be bound by the Trust Agreement(s) of the Peneton Fund and/or the feedth and Welfare Fund and an amendments subsequently adopted as well as all rules and regulations presently a effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.
  - The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

Effec .ve Date:10/01/09	Raio: \$33.60 a day
Effective Date:10/01/10	Rate: \$36,00 a day
Effective Date:10/01/11_	Rate: \$38,20 a_day
Effective Date:	Rate;
Effective Date.	Raie:

The Employer shall contribute to the Health and Welfare Fund for each Covered Employer at the tollowing rates:

## MICHGAN CONFERENCE OF TEAMSTERS

Héalth and Waltate

- 4. Con libution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be accorporated into this Agreement. The parties may execute an intering agreement establishing contribution rates during the periods when a new collective halp a rung agreement is being negonated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement after termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to rather benefit levels if the contribution rate is or becomes less than the five her product rate for the applicable therefit plan in class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective barganiles agreement except no contributions shall be due during a strike unless the Union and the Eurologe mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not forminate unit. a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer's pecifying the date of termination of purpolation or to the Employer is no burger obligated by a contract or statute to contribute to the Fend(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the advices specified above sentity certified melt with return receipt requested which describes the reason why the Employer is no longer obligated to continue or c) the date the FILRB certifies the result of an election that reminates the Union's representative status settiments through a valid disclaimer of interest. In the event the Employer participates whoth the Persun termination reflect with respect to the other Find, in the event at NLRB statumer of the bargaining unit, this Agreement shall remain an effect with respect to the bargaining unit, this Agreement shall remain in effect with respect to the bargaining unit.
- When a new collective tragalning agreement is signed or the Employer and the Union agree to change the collective barg liming agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requester) at the address specified above. Any agreement or understanding which affects the Employer's cultiflution obspalling which has not been submitted to the Fund(s) as required by this paragraph, at all not be Uniding on the Trustess and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall ellone remain enforceable. The following agreements shall not be valid, at an egreement that purports to retroactively eliminate or tediacs the Employer's sectuory or confluctual thirty to conflucte to the Fund(s); b) an agreement that purports to prospectively reduce the Contribution rate physicis to the Pe sion Fund or c) an agreement that imports to prospectively eliminate the duty to Contribute to the Perision Fund during the Stated term of a collective bargaining agreement that has been accepted by the Perision Fund.
- For purposes of this Agreement, the term "Covered Employee" shall mean any full time or per-limit employee, covered by a collective bargaining agreement requiring contibutions to the Fund(s) and includes casual employees (i.e. short remembly/ses who work for inscretain or irregular direction) except a casual employee shall not be a Covered Employee with respect to the Health and Welfard Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Flexible and Welfard Fund. Govered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

- B. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment rate onstitle is tentimated), including snow up links pay, overtime pay, holiday pay, disability or illness pay, tayotifseverance pay, vecation pay or the payment of wages which are the result of any National Labor Relations Board torceeding, grievance/arbitration proceeding or rather legisl proceeding or settlement, if the collective transaming agreement states that contributions shall not be due on newly hitsed Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes like specifier waiting period, no contributions shall be due until the Covered Employee completes like specifier waiting period. If reguland by the applicable collective bargaring agreement contributions shall so be made to the Fund(s) on behalf of any Covered Employee who is not entitled to compensation. The Employee shall pay any contributions that would have introvise been paid on any Covered Employee who is a recompleyed service member or former service member but for his or her absence during a period of uniformal service as defined at 32 C.F.R. § 104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, tayofts or terminations) which occurred during the prior month and must pay all contributions away for the prior month. In the event of a delinquancy, a) the Employer shall be obligated to pay interest on the months due to the Fund(s) from the date when hayment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, atternays" less and costs and b) at the option of the Fund(s) including, but not limited to, atternays" less and costs and b) at the option of the Fund(s) including, but not limited to, atternays" less and costs and b) at the option of the payment of contributions that eccens after the Employer has become definitional stage be accelerated so that the contributions made for each calendar week (Sunday through Saturday) shall be due on the following Literalay. If the Employer falls to report changes in the covered workforce on time, the Employer must pay the contributions build by the Health and Wolfars Fund regardless of solvel terminations, leaves of absence, layoffs or other changes in the workforce. The Linetees testing the right to terminate the participation of any Employer that fails to limitly pay required contributions.
- 10. The Employer shall provide the Trustees will access to its payroll records and other pertinent records when requested by thin Fund(s). If I ligation is required to either obtain access to the Employer's records onto Chilect additional billings that result from the review of the records, all costs incurred by the Fund(s) in controlling the review shall be paid by the Employer end the Employer shall pay any attorneys' less and costs incurred by the Fund(s).
- 11. The Trustees shall not be redained to submit any dispute concerning the Employer's obligation to pay contribute as to any greenest.
- 12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Shecial Hullerin 90-7) and agrees that white this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to entorce the terms of this Agreement, including actions to collect definiquent contributions or to conduct audies, the times ten year written contract statute of firmitations shall apply. The Employer agrees that the statute of firmitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) accrive actual written notice of the existence of the Employer's itability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of the collective bargaining agreement, this Participation Agreement shaft control.

IN WITNESS WHEREOF, said Employer and U ion have caused this instrument to be executed by their duly authorized representatives, the day and year first above witten.

Boones Express Employer Name	Lacat Union No. 614
Redacted by U.S.	Redacted by U.S. Department
Department	of the Treasury
of the Treasury	
Sept 22/09	9-/7-09_
Date	Date
P.O Box 444 Clawson, MI 48017	RECII;:ID
reaubigg vagges: or Emblohat	<b>0</b> C 1 1 2 2009
248 627-4185	451 1 2 2003
	CONTRACT Department
38-1987012 Federal Employer Iden Tication Number	
il the Employer is signatory to a National or Group Contract, in	ndicate the name of such Con. act:
is the Employer on theorem Construction Company working on	i a project ur on a seesona basis: Yes No

to a control Miller treatment of the Control of th

Fax:847-518-9773

Dec 12 2012 15:28

P. 04



# PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDAMEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

		account i	NUMBER: 0935	00-0100	-00523A		
THIS Southwest An Fund ("Health dassification(s	AGREEMENT sets frees Pension Fund (P and Welfare Fund') is s):	orth the terms ension Fund") n accordance o	under which the E and/or the Cantral with its collective be	mployer States, Pgaining	will participa Southeast br agreement	to in the Central St nd Southwest Areas with the Union cover	ates, Southeast and Health and Westan ing the following joi
and any other	job classification cove	red by the coll	ective bargoining ag	reement			
1. Welfare Fund adopted by the	The Union and Em and all amendments Trustees of the Fund	ployer agree to Subsequently : (s) and accept	be bound by the Tadopted as well as the respective Emp	rust Agri ali rules lioyer <b>ar</b> i	emont(s) of and regulat d Employee	I LINEAR SECOND THE P. S.	eci or subsequently coessors.
2.	The Employer shall	contribute to t	he Pension Fund to	reach C	overed Empl	byee at the following	rates:
	Effective Date:	June 3, 2012	<u> </u>	Rate:	\$70,60		
	Effective Date:	June 2, 2013	<u> </u>	Rate:	573.40	· · · · · · · · · · · · · · · · · · ·	• '
	Effective Date:	June 1, 2014		Rate:	\$76,30	*	•
	Effective Date:	May 31, 2015		Rate:	\$79.40		•
	Effective Date:			Rate:			•
3.	The Employer shall	contribute to #		re Fund	for each Cov	rered Employee at th	te following rates:
	5 <b>4. 00.0</b>		Member	. n 10	s <b>h</b> 型点	Mamber+Spouse	Family
Effective Date:	June 3, 2012	Rate:	\$101.30	\$133.5	<b>20</b>	\$223,50	\$281,30
	June 2, 2013	Rato:	\$109.50	<b>\$143.4</b>	10°	\$225.50	\$309.60*
Moctive Date:	Jone 1, 2014	Rate:	\$121,80*	\$159,1	0".	\$251,10°	\$350.60*
Effective Date: Effective Date:	May 24, 2015	Rate:	Hate to maintain plan	Plante De	maintain plan	Rate to matricial plac	Rate to metricale plan
HIGHWAY DEW!		Rosto:					

Contribution rate changes after the test Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an Interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining component or the termination of this Agreement, shall be the rates in offect on the last day of the terminated ocliective bergaining agreement. However, the Trustoes reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable

" Not to Exceed

This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing officewise. This Agreement and the Employer's obtained by pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(e)' Contracts Department at the address specified above sent by cartified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative startus terminates through a valid disclaimer of interest. In the event the Employer participatos in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disciplinar of interest referred to in c) or d) relates to only part of the bargeining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

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- 6. When a new collective bargaining agreement its signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts. Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid; a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bergaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay disability or itiness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Linbor Relations Board proceeding, griovance/arbitration proceeding or other legal proceeding or settlement if the collective bargaining agreement states that contributions shall not be due on newly hard Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (Including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, ettorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturcay) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of estual terminations, leaves of absence, tayoffs or other changes in the workforce. The Trustees reserve the fight to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If limitation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneye' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)! adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accure with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

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IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Local Union No.
Redacted by U.S. Department of the Treasury
<u>/2 - /2 - /2</u> Oste
e name of such Contract:

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDHIEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60013-49381 PHONE: (847) 518-9800 EUPLOVES TRUETESS SECTION TOUNDER CHARLES A WHODIST CHARLES A WHODIST CHARLES A WHODIST

EMPLOYER TRUSTEES
HENGING MECOTICALL
HAT HEN HEMETE, FR.
TOM I SENTLINA
LOWER OF, CO., COULL
COMISTOR (ER CANSUM

STEEDING DIRECTOR

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· THIS	AGREENENT sets forth the terms und	er which the Employer w	ill participate in the Cantral States.	Southeast
and Southwes	st Areas Pension Fund ("Pension Fund")	and/or the Central States	s, Southeast and Southwest Areas	Health and
Welfare Fund	("Health and Welfare Fund") in accorda	rice with its collective bary	gaining agreement with the <b>Unio</b> n G	overing the
following job t	("Health and Whitere Fund") in Recordar classification(s):	S AT CUFFY	CREEK POWER FLOW	and any
	s (ication covered by the collective bard			

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

The Employer sh	8-10-08		19360	_
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Elective Date:				•
* ** Effective Paris*	•	Data.	•	
Successa rate.	<del></del>	. Rate	_ <del></del>	
The Employer st	nall continguite to the Hea	ith and Welfare Fur	d for each Coive	_
. The Employer st following rates:	•	ith and Welfare Fur	• _	_
The Employer st following rates: Effective Oste:	nall continguite to the Hea	lith and Welfare Fur Pate:	d for each Coive	red Employee at t
The Employer st following rates: Effective Date: Effective Date:	8-10-08	Rate;	d for each Coive	red Employee at t
The Employer st following rates: Effective Date: Effective Date:	8-10-08	Rate:	a for each Coive	red Employee at t

- Contribution rate changes after the test Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new could be bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of selective bargaining agreement and prior to either the execution of a new controlline agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated or lective bargaining agreement. However, the Trustees reserve the right to reduce benefit levers if the contribution rate is of percomes, as than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike excepting contributions shall be dire during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or o), the date the NLR® certifies the result of an election that terminates the Union's representative status terminates through a valid discipliner of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination reterred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event and NLR® election or disclarmer of interest referred to an c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the oargaining unit.
- When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the antire agreement or modification to the Fund(s). Contracts Department by certified mail (return receipt requested) at the add use specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) ob required by this paragraph, shall not be binding on the Trusteen and this Agreement and the wolten agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that ourports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

COVERED BY A COLORUSE DRIGHTHING OF FRANKER I Equality Communicates to take I offers a time accords cases. Financy i term employees who wolk for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Weltare I- and if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Func(s).

- The Employer agrees to remit contributions on beneif of each Covered Employee for any period he/she receives, or is untitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, he day pay, disability or itiness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions and I not be due on newly filled Covered Employees for a specified walting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bergaining agreement, contributions shall also be made to the Fund(s) on pehalt of any Covered Employee who is not working due to Illiness or arjury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, tayoffs or terminations) which occurred during the prior month and must pay all contributions gwed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the mon as due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not timited to, attorneys' fees and costs and b) at the cot on of the Trustees or the "delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the confricutions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, ayoffs or other changes in the workforce. The Trustees reserve the right to termin ito the participation of any Employer that fails to timely pay required contributions. .
- The Employer shall provide the Trustees with access to its Payroll records and other pertinent records when " requested by the Fund(s). If litigation is rugulled to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Func(s).
- The Trustees shall not be required to submit any dispute concerning the Employer's ob gallon to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- The Employer ack, owiedges that it is aware of the Fund(s)" adverse selection to a (including Special Bultetin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practica that Violates the adverse selection rule.
- This Agreement shablin all respects be construed according to the laws of the United States, in all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect definquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Frind(s) receive actual written notice of the existence of the Emptoyer's liability, ...
- This Agreement may not be medified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective pargaining agreement, this Participation Agreement shall control.

RECEIVED

authorized representatives, the day and year first above written	n. <u>Local Hobo No</u> 89	NOV 1 4 20r3
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury	RACT FMENT
10/3//08 Date/	10/21/08.	65.644.7
Complete Address of Jmp over 16 03 32 FISHERS	TO THE CLIFTY CREEK	Power2
37:843-2:16 3h 8764/118 Telephone Number Fax Number 35/13/995 Federal Employer Identification Number	PROJECT PERFORMED I	( <i>×らさ</i> た 77 <del>日</del> 7
If the Employer is signatory to a National or Group Contract, in		Адрагнем



2.

# PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD . ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER: 0986000-0102-120-A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States. Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Contral States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job dassification(s): All froduction and maintenance employees

and any other job classification covered by the collective bargaining agreement.

The Union and Employer agree to be hound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

\$91.80/WK\_

- Effective Date: March 2, 2008 Rate: Effective Date: Rate: Effoctive Date: Rate: Effective Date: Rate: Effective Date: The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates: 3. \$216.60 Rate: Effective Date: Effective Date: Rate: Effective Date: Rate: Effective Date: Rate: Effective Date:
- Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the pariods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate to the applicable benefit plan of C.889.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trusters decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified shove sent by certified mall with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB pertifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in o) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit,

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address agreement above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid; a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively climinate the duty to contribute to the Pension Fund or c) an agreement that purports to prospectively the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, evertime pay, holiday pay, disability or illness pay, ayoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement, if the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(6) on behalf of any Covered Employee applicable collective bargaining agreement, contributions shall also be made to the Fund(6) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay who is not working due to illness or injury even if the Covered Employee who is a re-employed service member or former any contributions that would have otherwise been paid on any Covered Employee as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of conflection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the expenses of conflection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer falls to report changes in the covered workforce on time, the Employer must pay the contributions billed by Monday. If the Employer falls to report changes in the covered workforce, layoffs or off or changes in the workforce. The the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or off or changes in the workforce. The
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 1 t. The Trustaes shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievence/arbitration procedure set forth in any collective bergaining agreement.
- t2. The Employer ecknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that white this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall an all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall apply to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Brancak Todystries, Inc.	Local Union No
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
6-25-2008 Date	Date
Faran, NO 58103 Complete Address of Employer	
701 - 281 - 8888 701 - 281 - 5900 Telephone Number Fax Number 45 - 0375791	
Federal Employer Identification Number  If the Employer is signatory to a National or Group Contract, Indication	ate the name of such Contract:
Is the Employer an itinerant construction company working on a p	project or on a seasonal basis? Yes No

37.10.247

-3-



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 600184938
PHONE: (847) 518-9800

EMPLOYEE TRUSTEES
RAY CASH
JOE ORRIE
JERRY YOUNGER
GEORGE J WESTLEY
PHILIP E YOUNG

EMPLOYER TRUSTEES HOWARD McDOUGALL ARTHUR H BUNTE JR DAVID F MORRISON TOM J VENTURA DANIEL J BRUTTO

EXECUTIVE DIRECTOR RONALD J KUBALANSA

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States. Southeast, and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States. Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification (s) of: Convention Workers

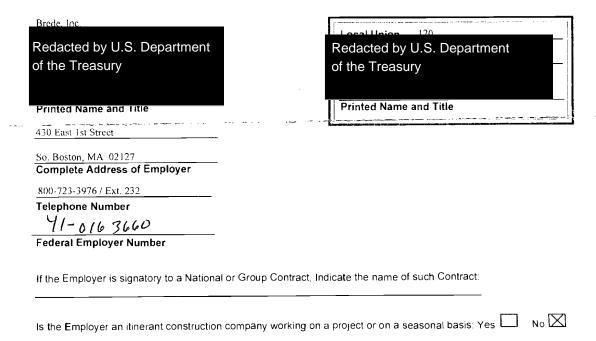
job classification	n (s) of: Convention Workers			
1. the Health and	The Union and Employer agree to be bound by the Welfare Fund, all rules and regulations present accept the respective Employer and Employee Tru	ntly in effect or subs	sequently adopted by the Tru	stees of
2.	The Employer shall contribute to the Pension Futribution Period") for each Covered Employee at the	ınd per Week	week/day/hou	r (choose
	Effective Date: July 01, 2004	Rate:	\$166.00	
	Effective Date: July 01, 2005	Rate:	\$166.00	
	Effective Date: July 01, 2006	Rate:	\$166.00	
	Effective Date: July 01, 2007	Rate:	\$166.00	
	Effective Date: July 01, 2008	Rate:		
3. for each Cove	The Employer shall contribute to the Health ared Employee at the following rates:  Effective Date: N/A  Effective Date:	and Welfare Fund	per week (the "Contribution"	eriod")
	Effective Date: N/A	Rate:		t
	Effective Date:	Rate:	- 150 2 0 cm	CT -
	Effective Date:	Rate:		I LIZIL
	Effective Date:	Rate:	- Contract	
	Effective Date:	Rate:		
4.	Contribution rate changes after the last E	ffective Date set fo	orth in paragraphs 2 and 3	shall be

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.
- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.
- 7. For purposes of this Agreement, the term Covered Employees shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

  37.10.248

- 8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a reemployed service member or former service member but for his or her absence during a period of uniformed services defined at 10 C.F.R. §104 3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee work force (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered work force on time, the Employer must pay the contributions billed by the Health and Weifare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the work force. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employers obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement that violates the adverse selection rules.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employers liability.
  - This Agreement may not be orally modified or terminated.

**IN WITNESS WHEREOF**, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, this day and year first above written.





CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

[	<b>L</b> J	CCOUNT NUMBER:	1002700	0-0202
Southwest	t Areas Pension Fund ("Pe patth and Welfare Fund") in	nsion Fund") and/or the C	entral State	yer will participate in the Central States, Southeast and so, Southeast and Southwest Areas Health and Weifare ling agreement with the Union covering the following job
and any o	ther job classification cover	ed by the collective bargain	ning agreem	ibnt.
	und and all amendments s	ubsequently adopted as i	well as all ru	Agreement(s) of the Pension Fund and/or the Health and ules and regulations presently in effect or subsequently rland Employee Trustees and their successors
2		contribute to the Pension F 8/1/13		th Covered Employee at the following rates.
	Effective Date:	6/1/14	Rate	A PART A A LEGISLATION OF THE PART OF THE
	Effective Date:	6/1/15	Rate	
	Effective Date:	6/1/16	Rati	400.00 1 15
	Effective Date: Effective Date:	6/1/17	Rate	
3	The Employer shall	contribute to the Health an	d Welfare Fi	und for each Covered Employee at the following rates:
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	Effective Date:	No. of the control of	Rati	CONTRACT DEPARTMENT

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Weifare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit

- When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund
- For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period heishe receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement, if the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions called by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-7, and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shell not begin to accrue with respect to any unpaid contributions until such time as the Funds) receive actual written notice of the existence of the Employer's liability.
- This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

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<u>Brencal Contracto</u> EmoloyerName	ors, mc.	Redacted by U.S. Department	
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of the Treasury			
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4/11/13		4/15/13	
Date		Dete	
26079 Schoenherr		1	
Warren, MI 48089	)		
Complete Address of Emp	loyer	\$ \$	
586-758-6000	(586)758-6006	;	
Telephone Number	Fax Number	:	
38-1627846			
Federal Employer Identific	ation Number		
If the Employer is signator	y to a National or Group Contract, ind	sicate the name of such Contract:	
In the Employer on itingral	nt construction company working on a	s project or or a seasonal basis? Yes	No X

# RECEIVED

APR 1 5 2013

CONTRACT DEPARTMENT



Effective Date:

Effective Date: \_\_\_\_\_

Effective Date: \_\_\_\_

Effective Date: \_\_\_\_\_

#### PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

EMPLOYEE TRUSTEES
RAY CASH
JOE ORRIE
JERRY YOUNGER
GEORGE J. WESTLEY
PHILIP E. YOUNG

EMPLOYER TRUSTEES HOWARD McDOUGALL ARTHUR H. BUNTE, JR. DAVID F. MORRISON TOM J. VENTURA DANIEL J. BRUTTO

EXECUTIVE DIRECTOR

CONTRACT <u>d</u>epartment

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of: <a href="Truck Driver/warehouse Employees">Truck Driver/warehouse Employees</a>, Warehousemen, Mechancis any other job classification covered by the collective bargaining agreement.

The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors. The Employer shall contribute to the Pension Fund per week week/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates: Rate: \$124.00 Effective Date: January 8, 2005 Rate: \$124.00 Effective Date: July 1, 2005 Rate: \$124.00 Effective Date: July 1, 2006 Effective Date: \_\_\_\_\_ Effective Date: \_ The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

Effective Date: \_\_ Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

Rate: \_

- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and the obligation to pay contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.
- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.
- For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

- 8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

edacted by U.S. Department the Treasury	Redacted by U.S.  Department of the  Treasury
P.O. Box 444	
Butler, WI 53007 Complete Address of Employer	The Car have & V King &
262-252-3550 Telephone Number	APR 0 8 2005
Federal Employer Number	CONTRACT DEPARTMENT
If the Employer is signatory to a National or Group C	Contract, indicate the name of such Contract:



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER:	

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and
Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare
Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job
classification(s): PENSION ONLY
and any other ich classification covered by the collective hargaining surgement

and any other job classification covered by the collective bargaining agreement.

- 1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Weifare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.
  - The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

Effective Date:	5/1/11	Rate:	\$5.70/HOUR
Effective Date:	5/1/12	Rate:	\$6.00/HOUR
Effective Date:		Rate:	
Effective Date:		Rate:	
Effective Date:		Rate:	

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

Effective Date:	N/A	Rate:	N/A
Effective Date:		Rate:	

2010-2013 - Ohio Highway-Heavy State Agreemente

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

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Repre	of the Treasury
Printe	nted Name and Title
8/26/2011	8/26/2011
Date	Date
3899 SCOTSFIELD DRIVE	
GAHANNA, OHIO 43230	
Complete Address of Employer	
614-306-7442	
Telephone Number Fax Number	SEP 1 4 2011
Federal Employer Identification Number	COSS. RACT DEPARTMENT
If the Employer is signatory to a National or Group Contract, ind 2010-2013 OHIO HIGHWAY-HEAVY STATE AGREEMENT	icate the name of such Contract:
Is the Employer an itinerant construction company working on a	project or on a seasonal basis? Yes No



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER: 102 7590-0201-00135A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States. Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): TRACY MIX DIVERS

and any other job classification covered by the collective bargaining agreement.

- The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and
  Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently
  adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.
  - The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates: Rate: \$ 99.00 Effective Date: 10/1/2013 Effective Date: 10 \$103.00 Effective Date: 10/11 7015 Effective Date: 16/1/2016 Rate: Effective Date: The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates: Effective Date: Rate: - 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the bargaining unit, this Agreement shall remain in effect with respect to fithe bargaining unit, this Agreement shall remain in effect with respect to fithe bargaining unit,

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- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written. Redacted by U.S. Department 135 of the Treasury Redacted by U.S. Department of the Treasury Represe Printed N 11/12/13 11-5-13 Date Complete Address of Employer Telephone Number Fax Number Federal Employer Identification Number If the Employer is signatory to a National or Group Contract, indicate the name of such Contract: Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes \_\_\_\_\_\_ No \_\_\_

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CONTRACT DEPARYMENT

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CENTRAL STATES. SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER.

	•	ACCOUNT NO	MDEK:			
Southwest An Fund ("Health	eas Pension Fund ("Pe	ension Fund") an accordance with	d/or the Cent	ral States,	Southeast and South	Central States, Southeast and west Areas Health and Welfare Union covering the following job
and any other	job classification cover	ed by the collecti	ve bargaining	agreemen'		
1. Welfare Fund adopted by the	The Union and Emp and all amendments s e Trustees of the Fund(	subsequently add	pted as well	as all rules	and regulations pres	sion Fund and/or the Health and sentty in effect or subsequently and their successors.
2.	The Employer shall	contribute to the	Pension Fund	for each C	overed Employee at t	he following rates:
	Effective Date:	March 31,	2009	Rate:	\$91.80	
	Effective Date:	March 31,	2010	Rate:	\$99.10	
	Effective Date:	March 31,	2011	Rate:	\$107.00	
	Effective Date:	March 31,	2012	Rate:	\$115.60	
	Effective Date:	March 31,		Rate:	\$124.80	
3.	The Employer shall	March 31, contribute to the	2014 Health and W	elfare Fund	\$134.78 I for each Covered Em	nployee at the following rates:
	Effective Date:			Rate:		
	Effective Date:			Rate:		
	Effective Date:			Rate:		<del>~</del>
	Effective Date:			Rate:		
	Effective Date:			Rate:		

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid dischalmer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the pagaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

· . 3	LOCAL UNION NO.	135 317-639-3384 >> 17652845703 P 3/3
IN WITNESS WI representatives, the day a	HEREOF, said Employer and year first above writte	r and Union have caused this Instrument to be executed by their duly authorized en.
Broadway Tr	ucking, Inc.	Local Union No135
octed by U.S. Departme Treasury	ent	Redacted by U.S. Department of the Treasury
91.4.9		Printed Name and Title
7/15/09 Date		8/21/05 Date
4301 N. Broadway	y Ave., Muncie,	1ndiana 47303 RECEIVED
·	-	SEP 0 8 2009
(765) 747-0088 Telephone Number	Fax Number	CONTRACT
Federal Employer Identific	Stion Number	DEPARTMENT
If the Employer is signator	V to a National or Group I	Contract indicate the name of such Contract
<u>Highway, Heavy,</u>	Ra <u>ilroad and U</u>	Contract, indicate the name of such Contract:  Inderground Utility Contracting  working on a project or on a seasonal basis? Yes NoX
<u>Highway, Heavy,</u>	Ra <u>ilroad and U</u>	nderground Utility Contracting
<u>Highway, Heavy,</u>	Ra <u>ilroad and U</u>	nderground Utility Contracting
<u>Highway, Heavy,</u>	Ra <u>ilroad and U</u>	nderground Utility Contracting
<u>Highway, Heavy,</u>	Ra <u>ilroad and U</u>	nderground Utility Contracting



# CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER: 1045750-0101-00050A

THIS AGREEMENT sets Southwest Areas Pension Fund (" Fund ("Health and Welfare Fund") classification(s): <u>Unit 1</u>	Dancian Fund") and/or the	i Central States, 3	KOHMBESK ENU OU	the Central States, Southeast and uthwest Areas Health and Welfare ne Union covering the following job
and any other job classification cov	ered by the collective barg	gaining agreement.		
The Union and En Welfare Fund and all amendment adopted by the Trustees of the Fun	s subsequently adopted a	is well as all tules	and regulations (	ension Fund and/or the Health and presently in effect or subsequently ees and their successors.
2. The Employer sha	all contribute to the Pensio	n Fund for each C	overed Employee	at the following rates:
Effective Date	12/01/2006	Rate:	\$ 91.80	
Effective Date	: 12/02/2007	Rate:	\$ 99.10	RECEIV
Effective Date	: _11/30/2008	Rate:	\$107.00	
Effective Date	11/29/2009	Rate:	\$124.80	1 17 A .
: Effective Date	<u></u>	 Rate:		CO. 8 2008
3. The Employer sh	all contribute to the Health	and Welfare Fund	for each Covered	CONTRACTES:
Effective Date:	Rate:			
Effective Date:	Rate:			
Effective Date:	Rate:			
Effective Date:	Rate:			
Effective Date:	Rate:			
new collective bargaining agreeme interim agreement establishing conegotiated. In the absence of an bargaining agreement and prior Agreement, shall be the rates in easerve the right to reduce benefit benefit plan or class.	nt and such rate changes contribution rates during in interim agreement, the to either the execution of ffect on the last day of the levels if the contribution rate and the obligation to pay except no contributions shad agreement and the Employer is written notice directed to the requested which describe result of an election that the rough a valid disclaimer of Fund and the termination to the other Fund. In the	shall be incorporated the periods when contribution rate of a new collective eterminated collective terminated collective is or becomes a contributions to tell be due during a coyer's obligation to and provide written longer obligatene Fund(s)' Contrates the reason why erminates the Union interest. In the corporate of in a) covent an NLRB elections when the second in a covert an NLRB elections when the second in a covert an NLRB election in a contract the second in a covert an NLRB elections are contracted to a covert and cove	ted into this Agree a new collective anew collective required to be paid a bargaining agree tive bargaining a less than the the strike unless the pay contribution an notice of their od by a contract or cts Department at the Employer is non's representative event the Employer by relates to onection or disclaims	e bargaining agreement is being id after termination of a collective element or the termination of this greement. However, the Trustees in published rate for the applicable continue after the termination of a Union and the Employer mutually is shall not terminate until a) the decision to the Employer specifying statute to contribute to the Fund(s) the address specified above sent to longer obligated to contribute or e status or d) the date the Union's er participates in both the Pension ally one Fund, then this Agreement er of interest referred to in c) or d)

- When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short ferm employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

THE WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

presentatives, the day and year first above winter.	
ob Brockland Pontiac	Redacted by U.S. Department
dacted by U.S. Department ne Treasury	of the Treasury
rinted Name and Title	
2-25-08	
Date	Date
1699 Pontiac Lane Complete Address of Employer	
	"ECE
Cahokia, IL 62206 Telephone Number Fax Number	RECEIVED  APR 0 8 2008  DEPARTMENT
37- 0990983	
Federal Employer Identification Number	CONT. 6 <008
If the Employer is signatory to a National or Group Con	ntract, indicate the name of such Contract:
ls the Employer an itinerant construction company work	
Is the Employer an itinerant construction company work	King on a project of on a constant
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CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 600184938 PHONE: (847) 518-9800

EMPLOYEE TRUSTEES RAY CASH JOE ORRIE JERRY YOUNGER GEORGE J. WESTLEY PHILIP E YOUNG

EMPLOYER TRUSTEES HOWARD McDOUGALL ARTHUR H. BUNTE JR. DAVID F. MORRISON TOM J. VENTURA DANIEL J. BRUTTO

EXECUTIVE DIRECTOR RONALD J. KUBALANSA

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast,
and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and
Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the
job classification (s) of: Drivers and Warehouse

Welfare Fund ("	Health and Welfare Fund") in accordance with its of the state of the s	collective bargaining a	agreement with	the Union covering the
1.	The Union and Employer agree to be bound by the	he Trust Agreement(s	) of the Pensio	n Fund and/or
the Health and the Fund(s) and	Welfare Fund, all rules and regulations presen accept the respective Employer and Employee Trus	itly in effect or subs stees and their succes	equently adop ssors.	oted by the Trustees of
2. one) (the " Cont	The Employer shall contribute to the Pension Fu ribution Period") for each Covered Employee at the			week/day/hour (choose
	Effective Date: April 27, 2008	Rate:	\$179.30	_
	Effective Date: June 01, 2009	Rate:	\$193.60	_
	Effective Date: June 01, 2010	Rate:	\$209.10	
	Effective Date:	Rate:		<u> </u>
	Effective Date:	Rate:		<u> </u>
3. for each Cover	The Employer shall contribute to the Health red Employee at the following rates:	and Welfare Fund	per week (the	"Contribution Period")
	Effective Date:	Rate:		
	Effective Date:	Rate:		_ <del>_</del>
	Effective Date:	Rate:		
	Effective Date:	Rate:		
	Effective Date:	Rate:		
				L 2 1 2 aball bo

- Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- This agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.
- When a new collective bargaining agreement is signed or the Employer and the Union agree to the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.
- For purposes of this Agreement, the term Covered Employees shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

- 8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered IEmployee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a reemployed service member or former service member but for his or her absence during a period of uniformed services defined at 10 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee work force (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered work force on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the work force. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employers obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement that violates the adverse selection rules.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employers liability.
  - This Agreement may not be orally modified or terminated.

**IN WITNESS WHEREOF**, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, this day and year first above written.

H. Brooks and Company	
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
600 Lakeview Point Drive	
New Brighton, MN 55112 Complete Address of Employer	RECEIVED
651.635.0126	SEP 0 8 2008
Telephone Number A1-1997377	CONTRACT DEPARTMENT
Federal Employer Number	DELL
If the Employer is signatory to a National or Group N/A	Contract, Indicate the name of such Contract:
Is the Employer an itinerant construction company	working on a project or on a seasonal basis: Yes No 🔀



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 600184938
PHONE: (847) 518-9800

EMPLOYEE TRUSTEES RAY CASH JOE ORRIE JERRY YOUNGER GEORGE J WESTLEY PHILIP E YOUNG

EMPLOYER TRUSTEES HOWARD McDOUGALL ARTHUR H. BUNTE JR. DAVID F MORRISON TOM J VENTURA DANIEL J. BRUTTO

EXECUTIVE DIRECTOR RONALD J. KUBALANSA

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast, and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification (s) of: Sand & Gravel/Drivers

	(s) of: Sand & Gravel/Drivers	This collective bargaining agreement with	
1.	The Union and Employer agree to be bound	d by the Trust Agreement(s) of the Pension	n Fund and/or
the Health and the Fund(s) and	Welfare Fund, all rules and regulations placept the respective Employer and Employee	resently in effect or subsequently adop e Trustees and their successors.	ted by the Trustees of
2. one) (the " Conti	The Employer shall contribute to the Pensic ribution Period") for each Covered Employee a		week/day/hour (choose
	Effective Date: May 01, 2007	Rate:\$179.30	
	Effective Date: May 01, 2008	Rate:\$193.60	
	Effective Date: May 01, 2009	Rate:\$209.10	
	Effective Date:	Rate:	
	Effective Date:	Rate:	
3. for each Cover	The Employer shall contribute to the Hered Employee at the following rates:	ealth and Welfare Fund per week (the	"Contribution Period")
	Effective Date:	Rate:	
4.	Contribution rate changes after the la	st Effective Date set forth in paragra	aphs 2 and 3 shall be

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contractor Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer-participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.
- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.
- 7. For purposes of this Agreement, the term Covered Employees shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

- 8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a reemployed service member or former service member but for his or her absence during a period of uniformed services defined at 10 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee work force (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered work force on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the work force. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employers obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement that violates the adverse selection rules.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employers liability.
  - This Agreement may not be orally modified or terminated.

**IN WITNESS WHEREOF**, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, this day and year first above written.

Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
P.O. Box 215	Printed Name and Title
Shakopee, MÑ 55379  Complete Address of Employer	RECEIVED
952-445-3960 Telephone Number	AUG 2 4 2007
<u>HI-065733</u> Federal Employer Number	CONTRACT DEPARTMENT
If the Employer is signatory to a National or Group C	ontract, Indicate the name of such Contract:
Is the Employer an itinerant construction company w	orking on a project or on a seasonal basis: Yes No No



# CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE (847)518-9800

P\*UPE YOUNG
\*PLOYER TRUSTEE\*

CARY F. CALENYMEL. CHRETCHIER LANGAR EXECUTIVE DRECTOR THOMAS C. NYHAN

THIS AGREEMENT sets forth the terms under which the Ermologer will participate in the Central States, Southeast and Southwest Areas Pension Fund" and/or the Central States, South cast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

<u>Driver</u> and any other job classification covered by the collective bargaining agreement

- 1. The Union and Employer agree to be bound by the Trust Agreements) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.
  - The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

Effective Date: 3/2/10 Rate: \$168.70 per week
Effective Date: Rate:

Effective Date: Rate:

Effective Date: Rate:

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

Effective Date: Rate: Effective Date: Rate: Effective Date: Rate: Effective Date: Rate:

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the their published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the carticipation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status terminates through a valid disclaimer of interest in the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event and in effect with respect to the remainder of the bargaining unit.
- When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's committed on which has not been submitted to the Fund(s) as required by this paragraph shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall atone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's station rate payable to the Pension Fund or c) an agreement that purports to prospectively reduce the contribute to the Pension Fund or c) an agreement that purports to prospectively efficient the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other logal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period if required by the applicable due to the fund(s) on behalf of any Covered Employee who is not working due to illness or ligiury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R §104.3.

- 9. On an before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the montes due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions II at accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer lails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Weifare Fund regardloss of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States, in all actions taken by the Trustees to enforce the terms of this Agreement, including actions to do tect delinquent contributions or to conduct audits, the illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Employer Name: Building Products Corporation Local Union No: 50

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

Date:  $\sqrt{4/10}$ 

Complete Address of Employer: 950 Freeburg Ave. Belleville, IL 62220 RECENTO

SEP 2 0 2010

Telephone Number 618-233-4427 Fax Number

CONTRACT

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract: is the Employer an itinerant construction company working on a project or on a seasonal basis: Yes X No ....



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EWLOYER TRUSTES HOWING MEDICALL IN TOWN VENTURA GATYRE ON TOWELL CHECKEY P CALCHELL CHECKEY P CALCHELL CARGANIAN CARGINER LANGANIAN CARGINER LANGA

EXECUTIVE GMEDICE

#### **PARTICIPATION**

CENTRAL STATES, SOUTHEAST AND EOUTHWEST AREAS PENSION FUNDMEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 80018-4938 PHONE: (847) 518-9800

covering the	EMENT sate forth the terms under whit following job classification(s):Or in sification covered by the collective bar		
1. Health and V Fund(s) and	feliare Fund, 🌬 fules and regulations p	be bound by the Trust Agreement(s) of the Pension Fund a executify in effect or subsequently adopted by the Trustees apployed Trustees and their successors.	nd/or the cof the
2.	The Employer shall contribute to the	e Pension Fund for each Covered Employee at the followin	g rates:
	Effective Date: 4/1/13	Rate: 347,65 per week	
	Effective Date: 4/1/14	Rate: \$51.40 per week	
	Effective Date: 4/1/15	Rote. \$54.50 per week	
	Effective Date: 4/1/16	Rato: <u>\$56 70 per week</u>	
	Effective Date: 4/1/17	Hate: \$59.00 per week	
3.	The Employer shall contribute to the following rains:	e Health and Welfare Fund for each Covered Employee at	the
	Effective Date: N/A	Rote:N/A	
	Effective Date:	Rate:	
	Effective Date:	Rate:	
	Effective Date.	Rate:	
	Effective Date:	Rate:	

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the parties, when a new collective bargaining agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer's colligation to pay contributions shall not terminate until a) the Trustient decide to terminate the participation of the Employer's not provide written notice of their decision to the Employer's specifying the data of termination of participation or b) the Employer's no tonger obligated by a control of stability to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the adoptives specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLR8 certifies the result of an election that terminates the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Highth and Weitere Fund and the termination referred to in a) or b) relates to only part of the termination referred to an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit. It's Agreement shall remise in offect with respect to the comminder of the bargaining unit.



enployed this tere page decame Jerich for rock? George & Westley Charles A Westley

EMPLOYER TRUSTERS
SECONDARY SECTIONS
ARTISES A SERVIC AS
TOMA VENTURA
GARY F. CALENDRI
CARRIED A DOLLAR
CARRIED A DOLLAR
CHEROLOGICAL
ADDITIONS

EXECUTIVE DIA ECTOR THOUGH G. MINUS

#### **PARTICIPATION**

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDMEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILL:NOIS 80018-4938 PHONE: (847) 618-9800

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been authorited to the Fund(s) as required by this paragraph, shall not be blinding on the Trustress and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain empropable. The following agreements shall not be valid: a) an agreement that purports to recognitively effectively reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining egreement requiring contributions to the Fund(s) and Includes casual employees (i.e. short term employees with work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Wolfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 6. The Employer agrees to remit contributions on behalf of each Covered Employee for any period ha/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overfirme pay, holiday pay, disability or lishess pay, layoft/severence pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grevance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall be due until the Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee examples that specified waiting period. If required by the applicable obtective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to liness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member out for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employed workforce (including, but not I mited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a traininguency, a) the Employer shall be obligated to pay interest on the immines due to the Fund(s) from the date when payment was due to the Employer shall be appreciated to the fund(s), including, but not limited to, submeys' fees and costs and b) at the aption of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each caterdar week (Sunday through Saturday) shall be due on the following Monday. If the Employer felts to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual forminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that falls to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional bluings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustess shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any codective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special fluificity 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

- 13. This Agreement shall in all respects be construed according to the taws of the United States. In an actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delimptent contributions of to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the season of limitations shall not begin to account with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent those exists any conflict between any provisions of this Participation Agreement and any provisions of the collective begaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duty authorized representatives, the day and year first above written.

Remier Mechanised

Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
/ 8/22/13 Date	8.23.13 Date
8260 18 1/2 Mile Road Sterling Hots. MI 48314 Complete Address of Employer	- HECEIVED
(586) 731-0028 (596) 731-70 Telephone Number Fax Number	
20-1252207 Federal Employer Identification Number	CONTRACT DEPARTMENT Froup Contract Indicate the name of such Contract

ヤーロ ハインファー・ハンファーウン (からべん)



### PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS FENSION FUNDATEATTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800 EMPLOYER THUSINES HAY CASH JOE CREEK JERTY YOUNGE RECORDE I AN STREY PHILP E YOUNG PHILP E YOUNG

EMPLOTED PROSPESS HOW IND MEDICALE ALBAIN METALE, AL GLAND FINDHASSIAL BING JI YENGUA DANIG, JI YENGTO DANIG, JI YENGTO

EXECUTOR CHECTOR ROBALLY AMERICAN

THIS AGREEMENT sets foun the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pérsour Fund (Trenslon Fund ) and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund (Trenslon Fund ) in accordance with its conscience bargaining opening with the Union covering the job classification(s) of Drivers. Helpers, Warehousement & Mechanicand any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Wolfere Fund, all rides and regulations presently in cities or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employer Frustees and their successors.

2. one) (the 'Con	The Employer shall contribute to the Pension Fun tribution Period') for each Covered Employee at (	d prz_week the tollowing rates:
	Effective Date, January 1, 2000	Rate: \$ 91.00 per week
	Effective Date: January 1, 2001	Rate: \$100.00 per week
	Effective Date: January 1 2002	Rate: \$110.00 per week
	Effective Date:	Rale: <u>\$124_00_per_veek</u>
	Effective Date:	Raie: <u>\$124.00 per we</u> ck
3. for each Cove	The Employer shall continute to the Health and red Employee at the following rates:	Welfare Final purweek (the "Contribution" silod")
	Effective Date: N/A	Raio:
	Effective Date:	Rate:
	Effective Date: N/A	Rate:
	Effective Date: N/A	Rate:
	Effective Date:	Rate*

- 4. Contribution rate changes after the tast Effective Date sol faith in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The panies may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination at a collective bargaining agreement, and pour to other the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective burgaining agreement. However, the Tailsheet renerve the right to reduce herefit tevels if the contribution rate is or becomes less than the tiren published rate for the applicable benefit plan or class.
- 5. This Agreement and the otaga ion to pay contributions to the Fund(s) will continue after the termination of a collective bargarning agreement and during a strike except no contributions shall be dire during a strike unless the timon and the Employer materially agree in writing efficiency. This Agreement and the Employer's obligation to pay contributions shall not terminate with either s) the Tradicis decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the if wid(s) have received a written notice directed to the Fund(s) Contracts Oppartment at the address specified above sent by certified mail with return receipt requested with describes the reason why the timphoyer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Wetfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.
- 8. When a new collective bargaining agreement is signed or the Employer and the Union agree to charge the collective bargaining agreement, the Employer small promptly authoritithe entire agreement or modification to the Fund(s) Contracts Department by certified mail freturn receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be hinding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.
- 7. For purposes of his Agreement, the term "Corered Emplayee" shall mean any full-time or part-time employee covered by a confective bargaining agreement requiring contributions to the Fruid(s) and includes casual employees (i.e. short term employees who work for incertain or imagetar duration) antotal the collective bargaining agreement explicitly excludes a contributions on exclude employees. Covers I Samboyee shall not include any person employed in a managerial or supervisory capacity or any person employed for the practical purpose of obtaining trendits from the Fund(s).



- 8. The Employer a grees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whethat the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, reachilly or illness pay, tayoffseverance pay, vacation pay or the payment of wages which are the result of any National Latter Relations Board proceeding, offerancerablication proceeding or other tegal proceeding or softened. If the collective taggarding agreement states that a publishing short teal be due on mostly fixed Covered family seas for a specified waiting petiod, no contributions should be due until the Covered Employee campletes the opecified waiting period if required by the applicable collective bargaining agreement, contributions shall also be made to the Find(s) on behalf of only povered Employee who is not vorking due to illustrate in the Covered Employee who is not vorking due to illustrate in the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that reput there is otherwise been paid for any Covered Employee who is a re-employed service member to former service member by for his or her elisence during a period of uniformed service as defined at 10 C.F.R. \$404.3.
- On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employed workforch (including, but not tribled to now thies, tayoffs or terminations) which occured familia the prior month and must pay all contributions could far the prior month. In the event his at change event his expenses that the date when payment was due, to the date when the payment is tribula, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' (sees and costs and b) at the upition of the finitees or their delegated expresentative, the payment of contributions that accure oner the Employer has become delinquent shall be accelerated so that the contributions would far each collection and the Employer has become delinquent shall be accelerated so that the Employer fails to report changes in the covered workforce on time, the Employer most pay the contributions tailed by the feath and Welfare Fund regardless of actual terminations, toaves of absence, tay-offs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Tarstees with access to its payrolifectorids and other pertinent records when requested by the Fund(s). If litigation is required to eather obtain access to the Employer's records of to collect additional billings that result from the evolve of the records, all costs meaned by the Fund(s) in consticting the review shall be paid by the Employer and this Employer shall pay any attendeys' tess and costs incurred by the Fund(s).
- 11. The Trustees shall not be implied to submit any dispute concerning the Employer's obligation to pay contributions to any gifevence/arbitishor procedure set forth in may collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse substrict rides (endeding Special Bulletin 90-7) and agrees that value this Agreement remains in offers, it will not enter into any agreement or engage in any practice that violates the adverse selection rates.
- 13. It is agreement that in all respects by construed examiling to the taxes of the United States. In all autions taken by the Trustees to enforce the terms of this Agreement, including serior, to collect delinquent contributions or to conduct multis, the litinoisted year written contract statute of limitalians shall not begin to accord with respect to any expaid contributions unfit such time as the Fund(s) receive autiful within notice of the existence of the Employer's torbidly.
- 14. This Agreement may not be mally innulacit or terminated. To the extent there exists any exhibit between any provisions of this Participation Agreement and any provisions of the collective harganing agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written

Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Madford, NA 02155 Complete Address of Employer  (781) 396-4100 Telephone Number Fax the	inter
Federal Employer Number  If the Employer is signatury to a Halional or Group Contract, in	
/s the Employer as itinerall construction company working on a	
fev. 08/99	in the second of the second o



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

PHONE: (847) 518-9800

ACCOUNT NUMBER: 1174760-0106-006624

TI	HIS AGREEMEN	T sets forth the	terms unde	r which the	Employer	will participate	in the Centra	States, So	utheast and
Southwest	Areas Pension I	Fund ("Pension	Fund") and/o	or the Centr	al States, S	Southeast and	Southwest Ar	eas Health a	and Welfare
Fund ("He	aith and Welfare	Fund") in accor	dance with it	s collective	bargaining	agreement wit	h the Union co	overing the f	ollowing job
classification	on(s): DRIVERS								

and any other job classification covered by the collective bargaining agreement.

- 1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.
  - 2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

Effective Date:	7/1/2012	_ Rate:	\$25850
Effective Date:	6/30/2013	Rate:	\$268.80
Effective Date:	6/29/2014	_ Rate:	\$279.60
Effective Date:	6/28/2015	Rate:	\$290.80
Effective Date:	6/27/2016	_ Rate:	\$302.40

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

Effective Date:	7/1/2012	Rate:	\$241.50	 	
Effective Date:	6/30/2013	Rate:	\$255.90	 	
Effective Date:	6/29/2014	Rate:	\$279.40	 -	
Effective Date:		Rate:		 	
Effective Date:		Rate:		 	<del></del>

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustee's to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

BUTEYN PETERSON C	OMPANY	Local Union No.
Redacted by U.S. Department of the Treasury		Redacted by U.S. Department of the Treasury
Trinted Name and Title	Janes -	Printed Name and Title
Date	20/0	Date
N7337 DAIRYLAND DE	RIVE	
SHEBOYGAN, WI 5308	3	
Complete Address of Em	ployer	
920-565-6200	920-565-6203	RECEIVED
Telephone Number	Fax Number	AUG 1 2 2012
39-19566	31	Aug I & Zoiz
Federal Employer Identific		CONTRACT DEPARTMENT
If the Employer is signato	ry to a National or Group Contract,	Indicate the name of such Contract:
Is the Employer an itinera	int construction company working c	on a project or on a seasonal basis? Yes No



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

1196550-0105-007164

EMPLOYEE TRUSTEES FRED GEGA 'E JERRY YOUNGER GEORGE J WESTLEY CHARLES J MANGGERY

EMPLOYER TRUSTEES HOW! RD MIDDUGALL ARTHUR M. BUNTE, JR. TOM J. VENTURA GARY F. CALDWELL

EXECUTIVE DIRECTOR THOMAS C. NYHAN

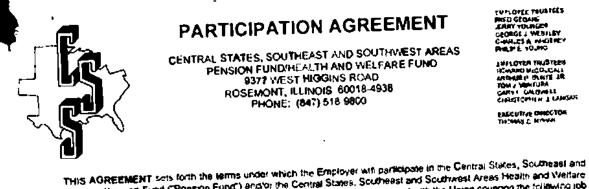
in accordance	ri mension mulici Tantoorithe Central Sta	er which the Employer will participate in the Cer les, Southeast and Southwest Areas Health an It with the Union covering the following job cla aining agreement.	dissipate and this pale and traffice to any
1. Fund and all a of the Fund(s)	michanients sabseanently saabtea as w	be be bound by the Trust Agreement(s) of the Pe ell as all rules and regulations presently in effe d Employee Trustees and their successors.	ension Fund and/or the Health and Welfare ect or subsequently adopted by the Trustees
2.	The Employer shall contribute to the	e Pension Fund for each Covered Employee	at the following rates:
	Effective Date: 04/01/08		
	Effective Date: 04/27/08	Rate: \$ 91.80	
	Effective Date: 04/01/09	Rate: \$ 99.10	
	Effective Date: 04/01/10	Rate:\$107.00	- PECEIVED
	Effective Date: 04/01/11	Rate:\$115.60	D V
	Effective Date: <u>04/01/12</u>	Rate:\$124.80	MAR
	Effective Date: 04/01/13	Rate: \$134.78	MAR 0 3 CONTRACTOR
3.	The Employer shall contribute to the	e Health and Welfare Fund for each Covered	
	Effective Date: N/A		-
	Effective Date:		
	Effective Date:	Rate:	

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the esult of an election that term nates the Union's representative status or d) the date the Union's representative status terminates through a valid disc aimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from partic pation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she\_receives, or is entitled to receive, compensation (regardless of whether the employment relationship is term nated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall as to be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee with a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Emp oyer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with a Lexpenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, tayoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions,
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year unpaid contributions shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

CC+I Construction Co, hie.	7116
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Date  5051 Prospect St.  NWS IN 46203  Complete Address of Employer  (31) 356-6385 (317 356-2175)  Telephone Number Fax Number  35-1773157  Federal Employer Identification Number	Date  PECERVED  MAR 0 3 2009  CONTRACT  DEPARTMENT
If the Employer is signatory to a National or Group Contract, indicate	the name of such Contract; Heavy, Highway, Railroad, and Underground
Utility Contracting Agreement between Highway, Heavy, and Utility Di	vision - ICA, Inc. and Teamsters Joint Council No. 69
Is the Employer an itinerant construction company working on a project	



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDINEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938

PHONE: (847) 518 9800

Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare - Fund ("Health and Wettare Fund") in accordance with its collective bargs rung agreement with the Union covering the following job

Clencal.

other yob classification covered by the collective bergaining agreement

TUPLOPEE TOUSTEES
PIED GEOME
LEAN TOURGES
GEOMET I WESTEN
COMMENT WHITS A HADINEY

CHRELCAMIN T FINZING CWA-1 CHEMOTT WINNESS GIVE TE INCOME CO'CUT TREFOLEM MITCHES

EXECUTIVE CHIECTOR

Other Job classific	taplou constant by the constitute any arrival	a Commenter the Health SCO		
1. We are Fund at adopted by the T	ed all amendments subsequently accept the resi	d by the Trust Agreement(s) of the Pension Fund andfor the Health and as well as all rules and regulations presently in effect or subsequently pactive Employer and Employee Trustoes and their successors		
2.	to the Penting In the Penting Fund for each Covered Employee at the rollowing rolls.			
	Effective Date: 0/02/06	Rate. \$118.00 weekly		
	Effective Date:	Rate		
	Effective Date:	Rate		
	Effective Date	Rata:		
	Effective Date	Rate		
3.	The Employer shall contribute to the Hea	ith and Vivilare Fund for each Covered Employee at the		
following rates				
	Effective Date	Rate		
	Effective Date:	Rate		
	Effective Dale:	Rate:		
	Effective Date	Rate		
	Effective Date:	Rain' to a set 2 shall be determined by each		
an interim agr negotiated in	bargaining agreement and such tare of the sement establishing continbution rates of the table of the absence of an interim agreement, the element and prior to extrem the execution of a test in effect on the last day of the terrainated and required in the contribution rate is or become	Effective Date set forth in paragraphs 2 and 3 shall be determined by each ges shall be incorporated into this Agreement. The parties may execute using the periods when a new collective bargaming agreement is being so contribution rate required to be paid after termination of a collective contribution rate required to be paid after termination of this Agreement, inew collective bargaining agreement or the termination of this Agreement, collective bargaining agreement. However, the Trustees reserve the right estimates that the then published rate for the applicable benefit plan or class.		
collective bary agree in writte Trustees decribe date of ter and the Fund- by certified m c) the date the representative	This Agreement and the obligation to gaining agreement except no contributions in gotherwise. This Agreement and the Ende to terminate the participation of the Employed is have received a winter notice directed as with return received a winter notice directed as with return received recuested which deal e. NLRB cerofies the result of an election the status terminates through a valid disclaim Health and Western Fund and the terminates of with respect to the other Fund. In the excellent the paraginary unduling Agreement shall the paraginary unduling Agreement shall	pey contributions to the Fund(s) will continue after the termination of a state unity of shall be due during a stake unless the Union and the Employer mutually appropers of state of the state of the Employer specifying toyer and provide written notice of their decision to the Employer specifying is no longer of the provide of the Fund(s). Contracts Department at the address specified above sent to the Fund(s). Contracts Department at the address specified above sent to the Fund(s). Contracts Department at the address specified above sent of the reason why the Employer is no longer obligated to contribute or critical the Union's representative status or of the date the Union's natification of interest in the event the Employer participates in both the Pension on referred to in a) or b) relates to only one Fund, then this Agreement shall remain in offect with respect to the remainder of the bargaining unit,		
B.	When a new objective bargaining againing agreement, the Employer shall probe certified mail (return receipt requested)	greement is signed or the Employer and the Union agree to change the mostly submit the entire agreement or modification to the Fundisy Contracts at the address specified above. Any agreement or understanding which not been submitted to the Fund(s) as required by this peragraph, shall along a written agreement so that has been submitted to the Fund(s) shall along a written agreement is that has been submitted to the Fund(s) shall along a written agreement so that has been submitted to the Fund(s) shall along a written agreement so that has been submitted to the Fund(s) shall along a written agreement so that has been submitted to the Fund(s) shall along a written agreement so that the same of the fund of t		

be binding on the Trustoes and this Agreement and the wildten agreements) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid, a) an agree new that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s), b) an agreement shall purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated form of a collective bargaining agreement that has been accepted by the Pension Fund

covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees like short term employees who work for uncertain or irregular oursbon) except a casual employee shall not be a Covered Employee with respect to the Hearm and Vietfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare F vd. Covered Employee shall not include any person employed in a managerial or supervisory capacity of any

For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee

- The Employer agrees to remit contributions on behalf of each Covered Employee for any period heishelfreceives, or is entitled to receive, compensation (regardless of whether the employment relationship is terministed), including show up time pay, overtime pay, hot day pay disability or finess pay, layoff severance pay, vacation pay or the payment of wages which are the payment of any National Labor Relations Board proceeding, gnerance arbitration proceeding or other legal proceeding or settlement result of any National Labor Relations Board proceeding, gnerance arbitration proceeding or other legal proceeding or settlement the collective bargaining agreement states that comflictions shall not be due on newly fived Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the waiting period, no contributions shall be due until the Covered Employee completes the specified match of any Covered Employee who applicable collective bargaining agreement contributions shall also be made to the fund(s) on behalf of any Covered Employee who is a re-employed sensice member or former contributions that would have otherwise been paid on any Covered Employee who is a re-employed sensice member or former sense.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not "imited to new hires, layoffs of terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a detinquency, a) the Employer shall be obtigated to pay interest on pay all contributions owed for the prior month. In the event of a detinquency, a) the Employer shall be acceptable to the Fund(s) from the date when payment was due to the date when the payment is made, together with all the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all russees or meir delegated representative, the payment of contributions that accrue after the Employer has become treinquent shall russees or meir delegated representative, the payment of contributions that accrue after the Employer has become treinquent shall be due and the forcesting the acceptable to that the contributions awed for each calendar week. (Sunday through Saturday) shall be due and the forcesting the acceptable to the Employer must pay the exhibituations billed Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the exhibituations by the Health and Weffere Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce by the Health and Weffere Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the contributions.
- The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If Migation is required to either obtain access to the Employer's records or to cohect additional billings that result from the renew of the records all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any saterneys' tees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any gnevance/erbitst on procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledge: that this aware of the Fund(s) edverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect. It will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall fit all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect definitions on the conduct audits, the by the Trustees to enforce the terms of this Agreement, including actions to collect definitions on the statute of first attacks and first attacks of first attacks of first attacks of first attacks of the existence of the baccure with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement Shati control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their dufy authorized representatives, the day and year first above where.

tocal Union No.
Representative Signature
Printed Name and Title
Date
- <del></del>
Acets the came of such Contract. No.
dicate the name of such Contract. NoNo



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGIYS ROAD ROSEMONT, ILLINOIS 80018-4938 PHONE: (847) 518 9800 PART AND THE STATE OF THE STATE OF COMMENT OF THE STATE O

THE CAME STREETS OF THE CONTROL OF THE CAME STREETS OF THE CONTROL 
DESCRIPTION OF THE PROPERTY OF

THIS AGREEMENT sets forth the terms under which the Employer will puritiplete in the Central States. Southwest and Southwest Penalon Fund ("Penaton Fund") and/or the Central States, Southwest and Southwest Areas Health and Westers Fund ("Hamilt and Westers Fund") in recordence with the collective barrance agreement with the Union covering the following loo classification covered by the collective barrance.

Agreement and any other job classification covered by the collective barrance.

	Edicates a	19 Evident to many and the control of the control o	<b>a.</b>
	custons D1#: 11	snuary 1, 200 les: \$4.95 per hour worked	
	Effective Date 11	anuary 1, 2008 to: \$5.20 per hour worked	
	Effective Date:	Rete:	
	Effective Date:	Rate:	_
	Effective Date:	Race:	-
١,	The Employer shae instanting rates:	contribute to the Health and Wellere Fund for each Covered Employee at the	
	Effective Date	N/A - COVERED UNDER LOCAL 714 HEALTH & WELH	ARE PUND
	Etjecam Data:		
		Rate:	
	Etjecane Data:	Rate	
	Ettective Date:	Rate:	

- 4. Contribution rate changes after the lost Effective Date set forth in paragraphs 2 and 3 shall be detamined by each new contention any suggestions agreement and such rate changes shall be incorporated too this Agreement. The parties may assent an enterin operament establishming contribution rate during the pelistic whigh a new collective bargaving direction agost and, in the absence off on interim agreement, the contribution rate measures the mountain parties and after remainded in contribution of a contri
- 6. The Agreement and the obegation to pay contributions to the Fund(s) will continue after the termination of a collective bargelining agreement ascept no contributions and the duration as ainho unders the Linking and the Employer's collection to pay communities and the Employer's collection to pay communities and the Employer's collection to pay communities and the Employer and the Employer's collection to pay communities and the Employer and the Employer's collection to pay communities and the Employer and the dead under dead and the Employer's and the fairful and the particular as the Caption and the Fund(s) that is contributed as written notice directed to the Fund(s) Contribute the particular aspectives are the particular aspectives are the fairful and the particular aspectives are the particular aspectives are the particular aspectives are the particular aspectives are the contributed of the particular aspective and the particular aspective aspective aspective aspective aspective a
- 8. When a new collective bargatring agreement is signed or the Employer and the Union agree to change the collective bargatring agraement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)\* Contracts affects the Employer's contribution objection which has not been partially as required by the Employer's contribution objection which has post been supermed by the Fund(s) as required by this pregraph, shall not be binding on the Trustees and this Agreement and the written agreement that his bean submitted to the Fund(s) shall not remains refloresable. The following agreements shall not be vaid(s) an agreement that purports be respectively elements or reduce the Employer's a technique or controlled duty to controlled to the Fund(s); b) an agreement that purports to prospectively reduce the the Peaston Fund or c) an agreement that purports to prospectively elements the Peaston Fund or c) an agreement that purports to prospectively elements the Cuty to controlle to the Peaston Fund or c) an agreement that has been accepted by the Peaston Fund.
- 7. For purposes of this Agreement, the form "Covered Employee" shall make any full-time or partitime employee covered by a extentive between the requiring contributions to the Fund(s) and Includes casual employees (i.e. about term to the Meath and Walter Fund if the collective bergaining agreement explicitly extra about as Covered Employee with respect today, and Walter Fund. Covered Employee shall not include any person employees for supervisory capacity or any person employed for the principal purpose of abbitning benefits from the Fund(s).

- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period hashe receives, or is entitled to receive, compensation (regardless of whether the amployment relationship is terminated), including show up time pay, everywhether pay, holday pay, disebility or times pay, layor/herealance pay, vacation pay or the payment of wilges which are the if the collective bargaining algorithm states that complications is all not be due on namely from the payment for appropriate the state of contributions shall be due until the Covered Employee demployee for a specified applicable collective bargaining agreement, contributions shall be due to ithere or name it is not working due to ithere or name years for a specified withing some of required by the is not working due to ithere or name years for a specified withing due to ithere or name years for a specified withing any overed Employee is not entitled to be monitored. The Employee who contributions that would have otherwise been paid on any Covered Employee who is a manifest to be employed service member but for his or her absence during a parted of unformed service as defined at 32 C.F.R. § 104 3.
- On or sclore the 15th day of each month, the Employer must report to the Fund(s) any change in the Converce Employee workforce (including, out not emited to new larve, layoffs or terminations) which occurred during the prior month, in the event of a delinquency, e) the Employer shall be playested to pay all contributions owed for the prior month, in the event of a delinquency, e) the Employer shall be playested to pay interest on expensers of collection incurred by the Fund(s) including, but not united to assumely fees and dolp limit to payment in shall be accurrated so that the contributions owed for each calendar week (Sunday through Sabintary) shall be during the be accurrated so that the contributions owed for each calendar week (Sunday through Sabintary) shall be due on the following by the Register that to report changes in the contributions, leaves of absence, layoffs or other changes in the workforce. The Trustess reserve the right to term the workforce on time, the Employer must be contributions.
- 10 The Employer shall provide the Trustees with access to its payroll receids and other pertinent records when required by the Fund(s). If illigation is required to either obtain access to the Employer's records or its collect adultional bisings and the Employer shall pay any asomeys' tees and costs incurred by the Fund(s).
- 11. The Tructions shall not be required to submir any dispute concerning the Employer's obagation to pay contributions to any grievanceus/DJ/ation procedure set forth in any collective harpsining agreement.
- 12 The Employer ecknowledges that his aware of the Fund(s) adverse actionton rule (including Special Bullotin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that visibable the adverse palaction rule
- 13. This Agreement shall in all respects be considered according to the lens of the United Status. In all ections taken by the Trushess to enfance the terms of this Agreement, including ections to collect delinquent control conduct audits, the innote that year written contract statute of tentations shall apply. The Employer agrees that the statute of tentations shall not begin to accord with respect to any unperiod contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's flethilly.
- This Agreement may not be modified or terminated without the written content of the Fund(s). To the extent there shall any centect between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement she I control.

MI WITHESS WHEREOF, and Employer and Union have caused this instrument to be executed by their duty authorized representatives. See day and votar first above written

Redacted by U.S.	
Department	Redacted by U.S. Department
of the Treasury	of the Treasury
Printed Assess and Title Drive, Suite	150
Deta Lincolnshire, IL 60069	Deta
Complete Address 8 Cmelong 59-27	1-50771
1	<u>)                                    </u>
_	Number
dept po 1960 Feb	Number

RECEIVED

MAR 2 7 2007

CONTRACT DEPARTMENT

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CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER:

Southwest Area Fund ("Health a	as Pension Fund ("Pe	nsion Fund") and/or the accordance with its colle	Central States.	will participate in the Central States, Southeast and Southeast and Southwest Areas Health and Welfare agreement with the Union covering the following job
and any other jo	ob classification cover	ed by the collective barga	aining agreement	
1. Welfare Fund a adopted by the	and all amondments s	uhsenuentiv adonted as	well as all rules	eement(s) of the Pension Fund and/or the Health and and regulations presently in effect or subsequently d Employee Trustees and their successors.
2.	The Employer shall	contribute to the Pension	Fund for each C	overed Employee at the following rates:
	Effective Date:	5/1/2012	Rale:	\$39.90 PER DAY
	Effective Date:	5/1/2013	Rate:	\$41.50 PER DAY
	Effective Date:	5/1/2014	Rate:	\$43.20 PER DAY
	Effective Date:		Rate:	
	Effective Date:			
3.  Effective Date: Effective Date: Effective Date: Effective Date: Effective Date:	The Employer shall	Rate: Rate: Rate:		
interim agreen negotiated. In bargaining agr	bargaining agreement nent establishing cor i the absence of an i eement and prior to all be the rates in effi ht to reduce benefit le	and such rate changes stribution rates during to nterim agreement, the either the execution of the last day of the	shall be incorpora the periods when contribution rate if a new collective terminated colle	th in paragraphs 2 and 3 shall be determined by each sted into this Agreement. The parties may execute an a new collective bargaining agreement is being required to be paid after termination of a collective bargaining agreement or the termination of this ective bargaining agreement. However, the Trustees is less than the then published rate for the applicable
agree in writin Trustees decid	aining agreement exc g otherwise. This Ag e to terminate the par mination of participation	ept no contributions sha greement and the Employer dicipation of the Employer is	Il be due during byer's obligation and provide write no longer obligat the Fund(s)' Control	the Fund(s) will continue after the termination of a a strike unless the Union and the Employer mutually to pay contributions shall not terminate until a) the ten notice of their decision to the Employer specifying ed by a contract or statute to contribute to the Fund(s) acts Department at the address specified above sent

by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The T ustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (Including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

CALNIN & GOSS		Local Union No. 662		
Redacted by U.S. Dep of the Treasury	artment	Redacted by U.S. Department of the Treasury		
Printed Name and Title		Printed Name and Title		
11-12-12		10/18/12		
Date		Date //		
505 W EDGEWOOD		<u> </u>		
APPLETON, WI 54913	-9714			
Complete Address of Em	ployer	RECENTO		
920-733-4229	920-733-4117	DEC 1 0 2010		
Telephone Number	Fax Number	— DEC 1 0 2012		
		CONTRACT		
Federal Employer Identifi	cation Number	DEPARTMENT		
If the Employer is signato	ery to a National or Group Contract,	indicate the name of such Contract:		
Is the Employer an itinera	ant construction company working or	n a project or on a seasonal basis? Yes No		



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 1302900-0101-00697A

Fund ("i	dealth a	nd Welfare Fund") in	accordance with	Its collective b	argaining	agreement wi	th the Union cove	Health and Welfare ring the following job
and any	other jo	b classification covere	ed by the collective	ve bargaining,	greement			
Welfare adopted	1. Fund a by the	The Union and Empi nd all amendments s Irustees of the Fund(	ubsequently ado	pted as well a	s all rules	and regulation	ons presently in e	and/or the Health and ffect or subsequently successors.
	2.	The Employer shall	contribute to the l	Pension Fund	for each C	cvered Emplo	yee at the following	ng rates:
		Effective Date:	July 31, 2011		Rate:	\$182.20		<u> </u>
		Effective Date:	July 29, 2012		Rate:	\$193.10		_
		Effective Date:	August 4, 201	3	Rate:	\$200.80		<del>_</del>
		Effective Date:			Rete:		·	_
		Effective Date:			Rate:			_
	3.	The Employer shall	contribute to the	Health and We	lfare Fund	for each Cov	ered Employee at	the following rates:
Effective	Date:	July 31, 2 <u>011</u>	Rate: _	<b>\$24</b> 0.70				<u> </u>
Effective	Date:	July 29, 2012	Rate:	\$25 <u>8.7</u> 0*				
Effective	Date:	August 4, 2013	Rate: _	\$273.70*				
Effective	Date:		Rate:					
	Date:		Rate:					

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the pariods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable banefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that falls to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Carenbauer Wholesale Corporation	Local Union No. 697
Employer Name	Redacted by U.S. Department
Redacted by U.S. Department of the Treasury	of the Treasury
7/28/20((	July 28, 2011
1900 JACOB St.	<del></del>
Wheeling, WV 26003  Complete Address of Employer	
304-232-363 Telephone Number Fax Number	30
55-0123320 Federal Employer Identification Number	<del></del>
If the Employer is signatory to a National or Group Contract, N/A	, indicate the name of such Contract:
Is the Employer an kinerant construction company working o	on a project or on a seasonal basis? Yes No X



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938

PHONE: (847) 518-9800

ACCOUNT NUMBER: 1304500-0200-00247A

		11	ining parcoment	
and any other	r job classification covere			
1. Welfare Fund adopted by the	d and all amendments s ne Trustees of the Fund(	ubsequently adopted s) and accept the rest	as well as all rules pective Employer an	eement(s) of the Pension Fund and/or the Health and and regulations presently in effect or subsequently d Employee Trustees and their successors.
2.	The Employer shall	contribute to the Pens	sion Fund for each C	overed Employee at the following rates:
	Effective Date:	2/1/10	Rate:	\$22.40/day - max \$112.00/week
	Effective Date:	6/1/10	Rate:	\$24.20/day - max \$121.00/week
	Effective Date:	2/1/11	Rate:	\$26.10/day - max \$130.05/week
	Effective Date:	2/1/12	Rate:	\$27.70/day - max \$138.50/week
	Effective Date:	<u>.                               </u>	Rate:	
3.	The Employer shall	contribute to the Heal	th and Welfare Fund	for each Covered Employee at the following rates:
	Effective Date:		Rate:	
	Effective Date:		Rate:	
	Effective Date:		Rate:	
	Effective Date:		Rate:	
	Effective Date:		Rate:	

- Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective pargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mall with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit,

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, tayoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Carlesimo Products, Inc.		Local Union No.
Redacted by U.S. Dep of the Treasury	artment	Redacted by U.S. Department of the Treasury
Times Name and The		Printed Name and Title
* <u> </u>		<u> </u>
Date	,	Date
29800 W. Eight Mile		
Farmington, MI 48024		
Complete Address of Em	ployer	
248-474-0415	248-474-5199	
Telephone Number	Fax Number	
38-1598514		
Federal Employer Identifi	cation Number	<del></del>
If the Employer is signato	ory to a National or Group Contra	act, indicate the name of such Contract:
Is the Employer an itinera	ant construction company werking	ng on a project or on a seasonal basis? Yes No

RECEIVED

JAN 2 1 2011

CONTRACT DEPARTMENT



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 1312915-0100-00247A

Fund ("Healt	h and Welfare Fund")	n accordance with its col	e Central States, Nective barostaios	will participate In the Centr Southeast and Southwest A agreement with the Union	Areas Health and Welfar
and any othe	r job classification cove	red by the collective bar	gaining agreemen		
	e Truslees of the Fund	(s) and accept the respe	clive Employer an	eement(s) of the Pension Fusion Fusion Fusion Fusion Fusions presently demoloyee Trustees and the	in effect or subsequently nelr successors.
2.		contribute to the Pensio.	n Fund for each C	overed Employee at the folk	owing rates:
	Effective Date:		Rale:	\$186.20 weekly	<del></del>
	Effective Date:	4/1/14	Rate:	\$193.60 weakly	
	Effective Date:	4/1/15	Rale:	\$201.30 weakly	
	Effective Date:		Rate:		
	Effective Date:	·	Rate:		
<b>3</b> .	The Employer shall	contribute to the Health	and Welfare Fund	for each Covered Employee	at the following rates:
	Effective Date:	not applicable	Rate:		
	Effective Date:		. Rate:		
	Effective Date:		Rate:		
	Effective Date:		Rate:		
	Effective Date:				<del></del>

- 4. Contribution rate changes after the tast Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the fast day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no tonger obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with roturn receipt requested which describes the reason why the Employer is no tonger obligated to contribute or c) the date the NRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the bargaining unit, this Agreement shall remain in effect with respect to the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mall (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, tayoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions bilted by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other perlinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any ettorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of Ilmitations shall apply. The Employer agrees that the statute of Ilmitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Carmeuse Lline, Inc.		Loçal Union No. 247
Redacted by U.S. De	epartment	
of the Treasury		Redacted by U.S. Department
		of the Treasury
		· ····································
2.8.2015		4-30-13
Dale		Date
11 Stanwix Street Pittsbu	urgh, Pennsylvania 15222	_
Pittsburgh, PA 1522		•
Complete Address of Em	ployer	RECEIVED
(412) 995 5401	(412) 995 5505	· · · · · · · · · · · · · · · · · · ·
Telephone Number	Fax Number	MAY 1 0 2013
ederal Employer Identific	cation Number	CONTRACT DEPARTMENT
f the Employer is signator	ry to a National or Group Contract, in	dicate the name of such Contract:

Effective Date: Effective Date:



# PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

#### ACCOUNT NUMBER:

		110	MDLN.		
This Southwest A Fund ("Healt classification	AGREEMENT sets (Areas Pension Fund (F) th and Welfare Fund () in (s). Mechanics	forth the terms und Pension Fund") and in accordance with	der which the Employed for the Central States its collective bergaining	r will participate in Southeast and S y agreement with	n the Central States, Southeast and outhwest Areas Health and Welfare the Union covering the following job
and any other	er job classification cove	red by the rollectiv	e bargaining agreemer	71	
1. Welfare Fund adopted by (I	The Union and Em	ployer agree to be	bound by the Trust Age	reement(s) of the G	Pension Fund and/or the Health and presently in effect or subsequently ees and their successors.
2.	The Employer shall	contribute to the P	ension Fund for cach (	Overed Employee	of the fellowing
	Effective Date.	5/1/2010	Rate:	\$119.30	at the tollowing rates:
	Effective Date:	5/1/2011	Rate:	\$126.50	<del></del>
	Effective Date:	5/1/2012	Rate:	\$132.80	
	Effective Date:	5/1/2013	Rate:	\$138.10	<del></del>
	Effective Date:	5/1/2014	Rate:	\$143.60	
3,	The Employer shall o	contribute to the He		for each Covered	Employee at the following rates.
	Effective Date.	N/A	Rate:		<b>5</b> - 41.007
	Effective Date:		Rate:		
	Effective Date:		Rate:		

Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 choll be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the lates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the thon published rate for the applicable

Rate:

This Agreement and the obligation to pay contributions to the Fund(s) will continue effer the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the recult of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

08/20/2010 09:43

- When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(6) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective baryaining agreement that has been accepted by the Pension Fund.
- For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employed shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives. or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective pargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a pe jou of uniformed service as defined at 32 C.F.R. §104.3.
- On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, tayoffs o terminations) which occurred during the prio month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(a), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails in report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfa e Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions
- The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, Including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the
- This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Carr Brothers, Inc.		004
Redacted by U.S. De	partment	Local Union No. 964
of the Treasury	'	Redacted by U.S. Department
		of the Treasury
·		
Printed Name and Title		Destad Al
7-2	-10	Printed Name and Title
Date		7-6-2010
7177 Northfield Rd.		Oate
Walton Hills, OH 44146		<del>-</del> -
Complete Address of Em	ployer	<del></del>
440-232-3700	<b>440-</b> 786-77 <b>57</b>	
elephone Number	Fax Number	<del>-</del> -
34-070/190		
ederal Employer Identific	ation Number	_
	y to a National or Group Contract, in	ndicate the name of such Contract:
the Employer an itinerar	it construction company working on	a project or on a seasonal basis? Yes



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER: 1360800-0105-00135A

and any oth	er job classification covere	ed by the collective barg	jaining agreement.		
adopted by	nd and all amendments s the Trustees of the Fund(	ubsequently adopted a s) and accept the respense	s well as all rules ctive Employer and	ement(s) of the Pension Fund and/or the Health and regulations presently in effect or subsequed Employee Trustees and their successors.	and ntly
2.	The Employer shall •  Effective Date:	contribute to the Pensio 03/30/2013	n Fund for each Co Rate:	overed Employee at the following rates: \$105.40 per week	
	Effective Date:	03/30/2014	Rate:	\$109.60 per week	
	Enective Date:				
	Effective Date:	03/30/2015	Rate:	\$114.00 per week	
	Effective Date:		Rate:		
	Effective Date:		Rate:		
3.	The Employer shall	contribute to the Health	and Welfare Fund	for each Covered Employee at the following rate	s:
	Effective Date:	03/31/2013	Rate:	\$265.70 per week	
	E# - N - D-A-	02/20/2044	Rate:	\$291.90 per week Not to Exceed Amount	
	Effective Date:	03/30/2014		\$3'0.70 per week Not to	
	Effective Date:	03/29/2015	Rate:	Exceed Amount	
	Effective Date:	_	Rate:		
	Effective Date:			······································	

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement

shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment retationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following V onday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Cash Concrete Products	8	Local Union No. 135
Redacted by U.S. Departure of the Treasury	artment	Redacted by U.S. Department of the Treasury
03/30/20 Date	13	4/10/13 Date
1541 So. County Road 4	50 East	
Greencastle, Indiana 4	6135	
Complete Address of Emp	ployer	RECEIVED
765-653-6533	765-653-4007 Fax Number	MAY 1 0 2013
Telephone Number	rax Number	CONTRACT
Federal Employer Identific	cation Number	DEPARTMENT
If the Employer is signato	ry to a National or Group Contract	; indicate the name of such Contract:
Is the Employer an itinera	nt construction company working	on a project or on a seasonal basis? YesNo _XX





CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

**ACCOUNT NUMBER:** 

	s): Parts Unit	red by the collective berg	aining agreemen	L	
Yelfare Fund Idopted by the	and all amendments e Trustees of the Fund	aubsequently adopted as (s) and accept the respec	s well as all rules tive Employer an	eement(s) of the Pension Fu s and regulations presently id Employee Trustees and th	in effect of subsequently left successors.
2.				Covered Employee at the folk \$138.10 per wk	owing rates:
	Effective Date:	12/01/2013	Rata:		<del></del>
	Effective Date:	12/01/2014	Rate:	\$143.60 per wk	
	Effective Date:	12/01/2015	Rate:	• \$149.30 per wk	
	Effective Date:		Rato:		
	Effective Date:		Rate:		
3.	The Employer shall	contribute to the Health a	und Welfare Fund	for each Covered Employee	at the following rates:
		09/01/2013	Rate:	\$276.50 per wk	
	Effective Date:			\$303.70 per wk	<del></del>
		09/01/2014	Rate:		
	Effective Date:  Effective Date:  Effective Date:	09/01/2014 09/01/2015	Rate:	\$333.70 per wk	
	Effective Date:	<u> </u>			

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the test day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 6. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be dual during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees devide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed in the Fund(s). Contracts Department at the address specified above sent by cartified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status terminates through a valid discialmer of interest. In the avent the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the bargaining unit, this Agreement shall remain in effect with respect to the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any gyreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate psyable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee the the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period haishe receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or liness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/artitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, the contributions shall be due until the Covered Employees completes this specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not exciting due to liness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for fulls or her absence during a partial of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workdood (including, but not limited to new hires, isyoffs or terminations) which occurred during the prior month and must pay all contributions dweld for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the montes due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but fait limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of combinations little scorue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Weifare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bengaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's Bability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

St Clair - Madison Automobile Dealers

Parts Unit	Local Union No. Teamsters Local Union 50
Employer Name	
Redacted by U.S. Department	Redacted by U.S. Department
of the Treasury	of the Treasury
or the frededity	,
P	
4-21-14	4-16-14
Date	Date
2225. Centre	
St. Laus wo 63105  Complete Address of Employer	•
•	:
314-746-4800 314-746-4846 Telephone Number Fax Number	•
1 Sichione Manage. Lay Mounts.	
Federal Employer Identification Number	
	<b>1</b>
If the Employer is signatory to a National or Group Contract, Indicate th NO	e name of such Contract
	or on a seasonal basis? Yes No X
is the Employer an lunerant construction company working on a project	or on a seasonal basis? Yes No

RECEIVED

MAY 0 7 2014

CONTRACT C TEMENT



Effective Date:

Effective Date: Effective Date: Effective Date:

#### PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER: 1365300-1104-449A THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job c.assification(s): and any other job classification covered by the collective bargaining agreement. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates: 2. \$54,40 includes \$1.20 401H 07/28/08 Rate: **Effective Date:** Will follow National Rate: Effective Date: **Automobile Transporters** Rale: Effective Date: Agreement once ratified Rate: Effective Date: Rate: Effective Date: The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates: 3. Effective Date:

Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargain ng agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

Rate:

Rate:

This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation o b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) The date the NLRB cerufies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit,

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Collective bargaining agreement or understanding which Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binoing on the Trustices and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Punsion Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or iffness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement, if the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to iflness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, togethe with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the expenses or their delegated representative, the payment of contributions that accrue after the Employer has become deling ent shall be accelerated so that the contributions owed for each catendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that falls to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duty authorized representatives, the day and year first above written.

Cassens Transport	Local Union No.
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Printed Name and Title	Printed Name and Title
9-25-08	September 22, 2008
145 North Kansas St.	
Fdwardsville IL 62025	RECEIVED
Complete Address of Employer  618-656-3006  Complete Address of Employer  618-653-7316  Telephone Number  Fax Number	OCT - 3 2008
Telephone Number Fax Number	CONTRACT DEPARTMENT
Federal Employer Identification Number	
If the Employer is signatory to a National or Group Contract, indicate	the name of such Contract:
Is the Employer an itinerant construction company working on a proje	ect or on a seasonal basis? Yes No



benefit plan or class.

#### **PARTICIPATION AGREEMENT**

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER:

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their succe  2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rate  Effective Date:  Effective Date:  Effective Date:  Rate:  Rate:	or subsequently ssors.
Effective Date: June 27, 2010 Rate: \$5.20  Effective Date: Rate:	es:
Effective Date: Rate: Rate:	
Effective Date: Rate:	
Effective Date: Rate:	
Effective Date: Rate:	
3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the fo	ollowing rates:
Effective Date: June 27, 2010 Rate: \$8.04	
Effective Date: Rate:	

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

4

- 7. For purposes of this Agreement, the term "Covered Employec" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- The Employer agrees to remit contributions on behalf of each Covered Employee for any period hc/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified walting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attomeys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duty authorized representatives, the day and year first above written.

locted by II S. Donartment	Local Union No.
acted by U.S. Department ne Treasury	Redacted by U.S. Department
	of the Treasury
Printed Name and Title	Printed Name and Title
1/20/2010	August 24, 2010
3/30/2010	Date
214 Washington Road	
Canonsburg, PA 15317	REG D
Complete Address of Employer	<b></b>
724-745-6430 724-745-7778	SEP 0 7 2010
Celephone Number Fax Number	CCNTHACT_
:5–1428005	DEPARTMENT



2.

#### **PARTICIPATION AGREEMENT**

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER: 1385500-0100-00120 (Columbus)

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Drivers

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

 Effective Date:
 07/01/2011
 Rate:
 \$20.00/day

 Effective Date:
 08/01/2012
 Rate:
 \$21.60/day

 Effective Date:
 08/01/2013
 Rate:
 \$22.90/day

Effective Date: 08/01/2014 Rate: \$24.30/day

Effective Date: Rate:

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

 Effective Date:
 Rate:

  4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status terminates through a valid disc'aimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the bargaining unit, this Agreement shall remain in effect with respect to the bargaining unit,

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covored Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with rospect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or ether changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that white this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duty authorized representatives, the day and year first above written.

CEMSTONE PRODUCTS COMPANY	Local Union No
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
	-
Date	Date
2025 Centre Pointe Blud	
Men do ta Heights MN 55120 Complete Address of Employer	
(51 - 658 - 929) (51 - 658 - 0124) Telephone Number Fax Number	
41-018 28 50 Federal Employer Identification Number	
If the Employer is signatory to a National or Group Contract, Indicate	e the name of such Contract:
Is the Employer an itinerant construction company working on a pro	ject or un a seasonal basis? Yes NoX



Effective **Date**: \_\_\_\_5/1/2010

Effective Date: \_

Effective Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Effective Date:

5/1/2011

## PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

CHELOYEE TRUSTEES EMPLOYEE INDITIES
FINED G. GARE
FRENY YOUNGER
GEORGE A WESTLEY
CHARLES A WHOBREY
PHILIPE YOUNG

EMPLOYER TRUSTEES HOWARD MODULGALL ARTHUR H. BLINTE JR. CHRISTOPHER ALANGAN

EXECUTIVE DIRECTOR

Eund ("Health 3	GREEMENT sets forth the terms under is Pension Fund ("Pension Fund") and/ond Weifare Fund") in accordance with its it.  Drivers  fication covered by the collective bargain	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	5			and any
1	The Union and Employer agree to be be and all amendments subsequently adoptions to the Fund(s) and accept the	ound by the T ted as well at respective Er	rust Agreeme all rules and aployer and t	Employ	ce Trust	lees and their successors.
2.	The Employer shall contrib to to the F	Pension Fund	for each Cov	ner	dav	at the whomas
	Effective Date: 5/1/2010	Rate: _	30.00	PC1	<u> </u>	
	Effective Date: 5/1/2011	Rate: _	36.00 38.20	ber	Cay	
	Effective Date:	Rate: _				
	Effective Date:	•				
	Effective Date:	_				
3.	The Employer shall contribute to the i	Health <b>and</b> W	eitare Fund fo	each	Covered	Employee at the following rates,

Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective pargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an infirm agreement estab ishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement. shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

Rate: \_

Rate: \_ \_

Rate: \_

Rate: \_\_\_\_\_

9.05 per hour 9.05 per hour

- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strake unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate Until a) the Trusters decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or by the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)" Contracts Department at the address specified above sent by certified it all with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the lermination referred to in a) or b) retailes to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
- When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit 1 e entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the , und(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be vaild, a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and included casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund, Covered Employee \$nall not include any person employed in a manageriator supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

- B. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overfiline pay, holiday pay, disability or illness pay, layoff/reveranth pay, vacation pay or the payment of wages which are the result of any Nafional Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the waiting period, no contributions shall also be made to the Fund(s) on behalf of any Covered Employee who applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, tayoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all exponses of collection incurred by the Fund(s), including, but not limited to attorneys' fees and costs and b) at the option of the exponses of their delegated representative, the payment of contributions that accrue after the Employer has become definquent shall rustees or their delegated representative, the payment of contributions that accrue after the Employer has become definquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that falls to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If fitigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or ongage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect deanquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the ex ent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

th WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

representatives, including	
Central Illinois Tile Co.	Redacted by U.S. Department
Redacted by U.S. Department	
	of the Treasury
of the Treasury	
	Printed Name and Thie
Printed Name and Tale	8 20-10
s 8/9/10	8.50-10
Date	Date
10 Box 3755	
	Gentle Good Land
- hampagn 1 L 61826	<del>-</del>
Complete Address of Employer	SEP 2 0 2010
Complete Address of Employer  217-359-9683  Telephone Number  Fax Number	SEP Z C LON
Telephone Number Fax Number	TO A Com-
	CHNTRACT DEPARTMENT
3/1-0/8/943	DELYMIN
Federal Employer Identification Number	A . A Constructi
If the Employer is signatory to a National or Group Contract, indicate t	rie name of such Contract:
Articles of Construction	
le the Employer an itinerant construction company working on a proje	ct or on a seasonal basis: Yes NO



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938

PHONE: (847) 518-9800

JOE CHUVE

EMPLOYER TRUMPERS PAVARD NADOUGALL ARTHUR H. BILING JR. DAVO F. HIGHERON TOM J. VENTURA

EXECUTIVE ORBITCA

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health smill Melfare Fund") in accordance with its collective bargaining agreement with the Union covering the lob classification(s) or
with the Union covering the job classification(s) of:

2. one) (the *Contr	The Employer shall contribute to the Pension Fibration Period") for each Covered Employee a	und per UNI (chock the following rates:
•	Effective Date: 4-37-3008	Rate: 191.80 pu week
	Effective Date: 4-1-2009	Rate: 494.10
	Effective Dale: 4-/-2010	Rate: <u>107.00</u>
-	Effective Date: 4-1-2011	Rate: 4/15.60
	Effective Date: 4-1-8012	Raie: 124.80
3. 3. for each Covered	The Employer shall contribute to the Health and Employee at the following rates:	d Weltare Fund per week (the "Contribution Period
I	Effective Dale:	Rate:
ı	Effective Date:	Rale:
i	Effective Date:	Rate:
E	Effective Date:	Rate:
E	iffective Date:	Rate:

- Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective baryaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on it ellast day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer inidually egree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mail with ration receipt requested which describes the reason vitry the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.
- When a new collective bargaining agreement is signed or the Employer and the Union agree to change. the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mall (return receipt requester) at the address specified above. Any agreement or understanding which effects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustoes and this Agreement and the written agrooment(s) that has been submitted to the Fund(s) shall alone remain enforceable.
- For purposes of this Agrosment, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any porson employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits

- The Employer agrees to remit contributions on behalf of each Covered Employee who acceives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is ferminated); including show up time, pay, overtime pay, holiday pay, disability or Bloess pay, layoff/several co pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, griavance/arbitration proceeding or other legal proceeding or settlement. If the collective barg, ining agreement states that contributions shall not be due on newly litted Govered Employees for a specified waiting period; no contributions shall be due until the Covered Employee completes the specified waiting ported. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pary contributions that would have otherwise been paid on any Covered Employee who is a reemployed service member or former service member but for his or her absence during a period of uniformed serviceas defined at 10 C.F.R. §104.3.
- On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new three, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become definquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) នាំនុះ þa dua on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions bitled by the Health and Welfare. Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Truslees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- The Employer shall provide the Trustees with access to its payroff records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect edditional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustoes shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any unevance/arbitration procedure set forthin any collective bargaining agreement. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
- The Employer acknowledges that it is aware of the Fund(s)' advorse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement that violates, the adverse selection rules.
- This Agreement shall in all respects be construed according to the laws of the United States, in all actions taken by the Trustees to enforce the terms of this Agraement, including actions to collect delinquent contributions or to conduct audits, the Minols ten year written contract statute of limitations strall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's Rability:
  - 14. This Agreement may not be orally modified or terminated,

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CENTRAL ILLINOIS TILE CO.			
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# CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD RECEIVED

ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER:

JUL 2 8 2014

COLTRACT

	,	TOO ON HOMBER.		OCPARTMENT
Fund ("Heal	weas Pension Fung ("P	ension Fund") and/or the Ca	entral States	will participate in the Central States, Southeast ar Southeast and Southwest Areas Health and Welfar agreement with the Union covering the following in
and any other	er job classification cove	red by the collective bargain	ing agreemen	l
1. Welfare Fun adopted by ti	o and all amendments :	SUDSequently adopted as w	ell as all rule:	eement(s) of the Pension Fund and/or the Health an s and regulations presently in effect or subsequentled id Employee Trustees and their successors.
2.				overed Employee at the following rates:
	Effective Date:	04/01/14	_ Rate:	\$142.90 PER WEEK
	Effective Date:	04/01/15	Rate:	\$151.50 PER WEEK
	Effective Date:	04/01/16	_ Rate:	\$157.60 PER WEEK
	Effective Date:		_ Rate:	
	Effective Date:		_ Rate:	
3.	The Employer shall of	contribute to the Health and	Welfare Fund	for each Covered Employee at the following rates:
	Effective Date:		Rate:	
	Effective Date:		- Rate:	
	Effective Date:		Rate:	
	Effective Date:		Rate:	

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

Central Paris	ave caused this Instrument to be executed by their duly authorized Local Union No.
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
2403 S. CR 150 E  LOCANTORT, IN 46947	5-29-14 Date
Complete Address of Employer  S74-722-4727 S74-753-6335  Telephone Number Fax Number  35-1621-699	
Federal Employer Identification Number  If the Employer is signatory to a National or Group Contract, indicate	e the name of such Contract:
Is the Employer an itinerant construction company working on a proj	ect or on a seasonal basis? Yes No XX

# RECEIVED

'JUL 2 8 2014

CONTRACT DEPARTMENT 04/24/2006 10:16 FAX 1 262 603 6412 TERMSTES LOCOL 40 Apr-21-2006 03:43 PM Central Storage and Warehouse 715-834-0428 02/07/2006 11:68 FAX 1 282 803 8412 TERMSTES LOCOL 40 2002/003

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PARTICIPATION AGREEMENT CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDHEALTH AND WELFARE FUND 1977 WEST HIGHIER ROAD NOSEMONT, ILLINOIS 600164933 PHONE (847) 518-9900

CHAPTERS CONTROL

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THIS AGREEMENT sets form the turns under which the first type goals, pasts on the Cust set Settler, Southeast and Country the Southeast and Indian Southeast Annual Indian Southeast Indian Ind

 The Union and Employer ables to be bound by the Trust Agreement of the Parison Fund and/or the mount and where fund, as rules and refutebours presently in effect or subsequently advised by the Trustees of the Agricultural empty the respective Employer and Employer and Employer and Employer and Employer.

2.	The Employer and considers is the Ponso	f Fund for each Covered Employee at the tolewing toler
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Э	The Employer shall contribute to the Homen following rates:	and Wetare Fund for earth Covered Smalloyee at the
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- 4. Contribution rate characts that the tist Laterthe Date seaform in paregraphs 2 and 3 stables de crimited by each new collective bargaining agreement and such rate changes shat be incorporated into this Agreement. The period shat of such as the properties on this in a contribution rate during the periods when a new collective bargaining agreement is distinct proposed. In the absence of an interim agreement in a contribution rate required to be paintable throughout of the paintable of the proposed part of the paintable of t
- 5. This Agreement entering and the abbiguists to pay constitutions to the Frencia) will convince a that the tarretance of a coverency aring agreement and during a policy except to contributions actual or one of coverency aring agreement and during a policy except to contributions actual or one of coverency aring agreement and during a strain of the Employer analysis of the contributions of the Employer analysis of the contribution of the Employer and the provide which agree at the except and the provide which agree at the contribution of the Employer analysis of the contribution of the Employer analysis of the Employer and the Employer analysis of the Employer an
- Ovine the vary colon we bergenning symagement is stoned or the Engigerer and the turner agree to change one objective barge thing it is adment, the Employer shall provide yearment the chairs opponent or meditarion to the Employer shall provide yearment the chairs opponent or meditarion to the Employer shall provide years operated by the oddrate space on above. Any agreement or understanting which affects the timely parts contributed outgiater which note not been substanted to the Fundiar sea shall be under the chair provided on the Fundiar sea shall be under the chair provided to the Fundiar shall extend the maintaining on the Topicses outgiater which agreements after the william agreement(s) that has been combined to the Fundiar shall extend the agreement after the contribute to the Fundiar shall extend the contribute to the Fundiar shall extend the contribute to the Fundiar shall purpose the prospectively reside the contribution of the provided the contribute to the Position Fund during the shall extend the agreement that purpose the prospect with a shall be shall be the following the shall be agreed that agreement that purpose the prospect with a shall be shall be shall be prospected by the Fandiar Fund during the shall be shall be prospected by the Fandiar Fund during the shall be shall be prospected by the Fandiar Fund during the shall be shall be prospected by the Fandiar Fund during the shall be shall be prospected by the Fandiar Fund during the shall be sh

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- 7. Por praiposes of this Activement, the term "Covered Empinyees" with maken siny for thire or partitime early types covered by a collective backbaring agreement including to the Europe's and includes to take ancionees (at the Secretary and Secretary) and Visiting Fund of the collective barget in outside simpleyees that nexit 8 Covered Employee with the Health and Visiting Fund of the collective barget ing agreement explosing excludes execute smultiples. Some partitioning in the Health and Visiting Fund of Covered Employees and not include any partition or complete in a characteristic processor controlled in an employee shall not include any partition of any person employees for the principal outpool of sectioning benefits from the Fundish.
- 3. The Employer agross is called an installed of each Covered Employee to any portion referse or is unified to receive, compensation (regarding of whether the employers are relevant as a count work work work would be able to a relevant property of the collective begaining agreement stated and protective relevant of the collective begaining agreement stated being operated entirely on any other legal control employers for a specific working period, no contributions shall be due thing the Covered Employee completes the secured employers of a majorite working period, and entirely the state in the first Covered Employee completes the secured war or pretty of the pretty entire the property of the
- 9. On or before the 15th day of each month, the Employer must report to the Funding way change in the Covered Employee workshore (including, but not limited to new hites, seyons or liarmonations) which occurred during the proor month and make pay to early feet of a determination of the first player and be expected in any hiterest on the months due to the first player and be expected in any together with an expenses of codection nouncing by the funding, but not limited to, submody free darked coursed by the funding, including, but not limited to, submody free darked coursed and selected and the payor of the first selected and the selected and
- 10. The Pine eyer shar provide the Trimines with access to its payre proposed on the agreement teness when requirested by the Function. It discribes is required to either about 10 the timp eyer's records or to codect additional attents that require the review of the record (a) at code about 20 the Function to continuously the review has be paid by the Employer and the Employer and pay any assembly these and note insured by the Function.
- 11. The Trublets shall not be required to enable any dispute concerning the Employer's bougation to pay control-wine to any grand-near-th-instant procedure as forthis any collective payments and payments.
- 12. The Employer advisowardiges that I me sware of the Funding advance valention rule (including Special Bulletin 90-7) and agrees find white this Agreement force he alson, it will not enter this any agreement or engage in any precise that violates the advance acceptant rule.
- 13. This Agreement shot in all respects be construed potenting to the level of the third States in all extensions by the Trainnes to enforce the terms of the Agreement, including actions to proceed constitutions of its agreement, including actions to proceed constitutions of its sense interest terms of the terms of the first actions of the Employees that the action of the latter as an inscription procedure with respect to any unused country unit such that us the Pointigi receive action notice of the appliance of the Employees Falsity.
- 14. This Aprounded may not be modified or terminated without the arther consent of the Fundis). To pelexisting any conflict between any provisions of the Awardscatten Agreement and any provision and line or leaded bargaining agreement, this Perfectivation Agreement and control

ON WITHESS WHEREOF, and Employer and Union have deused this instrument to be decouted by their only submitted representatives, the day and year first above without.

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390173764	
Federal Employer Identification Number	
If the Employer is signatory to a National or Oroup Contract, Industry	the name of such Contract
is the Employer an illnerent construction opening weeking on a project	ect or on a sepagnel trape. Yes No No



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGG NS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

EMPLOYEE TRUSTEES
RAY CASH
JOE ORRE
JOE ORRE
JOENSON
JOENSON
GEORGE J. WESTLEY
PHUP E. WOLAG

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EXECUTIVE DIRECTOR

			ROXALO J. KUBALAHZA
Southeast an Areas Health with the Unio	S AGREEMENT sets forth the terms under vid Southwest Areas Pension Fund ("Pension Fill and Welfare Fund ("Health and Welfare Fund in covering the job classification(s) of	und") and/or the Central S I") in accordance with its of EVERS/WAREHOUSE	tates, Southeast and Southwest
1. the Hoalth ar of the Fund(s	The Union and Employer agree to be bound Welfare Fund, all rules and regulations press) and accept the respective Employer and Er	Sentiv in effect or aubsen	Henfly adopted by the Teletope
2. one) (the *Co	The Employer shall contribute to the Pens ontribution Period") for each Covered Employe	ion Fund	per weeddayhour (choose
	Effective Date:		<del>-</del>
	Effective Date:JULY_1_ 2014	Rate: \$116.30	· —
_	Effective Date:JULY 1, 2015	Rate: \$121.00	·
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3. *Contribution	The Employer shall contribute to the Heat Period") for each Covered Employee at the f	eilh and Weifare Fund po ollowing rates:	r week/hour (choose one) (the
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- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new corrective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually and writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate unterities a time Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Wolfaro Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.
- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contribilitions to the Furid(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular systetion) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

- 8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not wenting due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay at contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obtigated to pay interest on the monles due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attempts' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions on of for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Flexith and Welfare Fund regardless of actual terminations, leaves of absence, tayoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay redured contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If fitigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Bilnois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's Bability.
- 14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

mployer Name	Redacted by U.S. Department
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Department of the	
Treasury	Prinsed Name and Title
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INDIA-APOUS IN YELLS	JUL 2 2 2013
omplete Address of Employer	CONTRACT
317 899-6421 1317 899-6421	DEPARTMENT
elephone Number Fax Number	-
35-1358205	
ederal Employer Number	



### PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER:

-	
THIS AGREEMENT sets for	orth the terms under which the Employer will participate in the Central States, Southeast and
Southwest Areas Pension Fund ("Pe	ension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare
	accordance with its collective bargaining agreement with the Union covering the following job
classification(s): Warehouse Facility	
and any other job classification cover	red by the collective bargaining agreement.

- The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.
  - 2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

Effective Date:	2/3 // 13	Rate:	<del>\$09.40</del>
Effective Date:	5/31/16	Rate:	\$71.40
Effective Date:	5/31/17	Rate:	\$73.40
Effective Date:	5/31/18	Rate:	\$75.40
Effective Date:		Rate:	

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

Effective Date:	Rate:	<del></del>
Effective Date:	 Rate:	

- Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Central Warehouse Operations, Inc.	406	
Redacted by U.S. Department of the Treasury	Redacted by U.S. of the Treasury	Department
9/16/14 Date 2207 KIMBRLL RD SE	Printed Name and Title	14
COMPlete Address of Employer		RECEIVED
330 453 3709 330 453 57 Telephone Number Fax Number	20	OCT 3 1 2014
38-1784598 Federal Employer Identification Number	,	CONTRACT DEPARTMENT
If the Employer is signatory to a National or Group Contract, indicate the	name of such Contract:	
Is the Employer an itinerant construction company working on a project of	or on a seasonal basis?	Yes NoX



Effective Date:

Effective Date:

#### PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDMEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

		£	CCOUNT NUMBER	:	<del></del>	
Southwe Fund (*)	esi Are Hoalih	es Pension Fund ("Pe and Welfare Fund") in	nsion Fund") and/or the	Central Stales, sective bargaining	Southeast and Southwe agreement with the Ur	Central States, Southeast and est Areas Heatth and Welfare mion covering the following job
and any	other,	job classification cover	ed by the collective barg	aining agreement	•	
		and all amendments s		well as all rules	and regulations prese	on Fund and/or the Health and inity in effect or subsequently ind their successors.
	2.	The Employer shall	contribute to the Pension	Fund for each C	overed Employee at the	e following rates:
		Effective Date:	6/1/13	Rate:	\$52.90 daily	
		Effective Date:	6/1/14	Rate:	\$56.10 daily	,
		Effective Date:	6/1/55	Rate:	\$59.50 daily	
		Effective Date:		Raie:		
		Effective Date:	· /	Rale:		
	3.	The Employer shall	contribute to the Health a	ind Welfare Fund	for each Covered Emp	Hoyee at the following rates:
		Effective Date:	not applicable	Rate:		
		Effective Date:		Rate:		
		Effective Date:		Rale:		

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

Rate:

Rate:

This Agreement and the obligation to pay complotitions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mall with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status terminates through a valid discialment of interest. In the event the Employer participates in both the Pension Fund and the Health and We fare Fund and the termination refer ed to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest reterred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the other Fund.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement. The Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution oblication which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall adone remain enforceable. The following agreement shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertaint or megular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund it the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment retationship is terminated), including show up time pay, overtime pay, holiday pay, disability or itiness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, gnevance/arbitration proceeding or other legal proceeding or settlement, if the collective bargaining agreement states that contributions shill not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specifier waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illnoss or injury even if the Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. § 104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, tayoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, altomeys' fees and costs and b) at the option of the Trustees or their delegated representative the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday, if the Employer falls to report changes in the covered workforce on time, the Employer must pay the contributions based by the Health and Welfare Fund regardless of actual terminations, leaves of absence, tayoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees wit access to its payroli records and other pertinent records when requested by the Fund(s). If ligation is required to either obtain access to the Employer's records or to collect additional bittings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be puld by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any gnevance/arbitra ion procedure set forth in any collective bargaining agreement.
- The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Butletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the taws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the tillhois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall apply a to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liably y.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Perticipation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Century Cement Compa	any .	Local Horo No. 247
Repre of the Trea	by U.S. Department asury	Redacted by U.S. Department of the Treasury
Printe		Printed Name and Tible
x 9-30-	13	9-18-13
Date	<del></del>	Date
12600 Sibley		RECEIVED
Riverview, 14 48192		HECEIVED
Complete Address of En	nployer	OCT <b>0 7</b> 2013
(734) 284-8770	(734) 284-9790	•
Telephone Number	Fax Number	CONTRACT DEPARTMENT
Federal Employer Identil	ication Number	_
If the Employer is signate	ory to a National or Group Contract. i	ndicate the name of such Contract:
Is the Employer an itiner	ant construction company working on	a project or on a seasonal basis? YesNo

G. KaroupoFundsFoamy CNEN PA (Nov. doc - 01/25/2008



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER: 1454310-0100 THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): drivers and any other job classification covered by the collective bargaining agreement. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors. 2 The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates: Effective Date: 05/01/2012 Rate: \$24.80 PER DAY Effective Date: 05/01/2011 Rate: \$26.30 PERDAY Effective Date: 05/01/2012 Rate: \$27.60 PERDAY Effective Date: 05/01/2013 Rate: \$28.70 PERDAY Effective Date: Rate: 3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates: Effective Date: 05/01/2010 \$9.05 PER HOUR Rate: Effective Date: 05/01/2011 Rate: \$9.05 PER HOUR Effective Date: 05/01/2012 Rate: \$9.30 PER HOUR Effective Date: 05/01/2013 Rate: \$9.70 PER HOUR Effective Date: Rate:

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received e written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been pald on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monles due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not timited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that eccrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

CHANDAGO ACRUALS	COMPANY	Local Union No. 136
Redacted by U.S. De	epartment	Redacted by U.S. Department
of the Treasury		of the Treasury
		-
Printed Name and Title		
04/30/2013		Slasla
Date		Date
1414 WEST ANTHONY	DRIVE	
		RECEIVED
URBANA, ILLINOIS 61		
Complete Address of Em	ployer	JUN 0 3 2013
217/ 356-7288	217/ 356-1539	3014 0 3 2013
Telephone Number	Fax Number	COLLIGGT DEPARTMENT
20-3014751		
Federal Employer Identifi	cation Number	<del></del>
	ry to a National or Group Contra	ect, indicate the name of such Contract:
Illinois Heavy/Highway		
	-	
Is the Employer an itinera	int construction company working	g on a project or on a seasonal basis? Yes XX No



Effective Date:

# **PARTICIPATION AGREEMENT**

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ر		CCOUNT NUMBER:			
Southwest A Fund ("Healt	reas Pension Fund ('Pe th and Welfare Fund") in	nsion Fund") and/or the	Central States, Sociling	will participate in the Centr Southeast and Southwest A agreement with the Union of	reas Health and Welfare
and any other	er job classification cover	ed by the collective barga	ining agreement		
1. Welfare Fun adopted by t	d and all amendments s	ubsequently adopted as	well as all rules	eement(s) of the Pension Fu and regulations presently d Employee Trustees and th	in effect or subsequently
2.	The Employer shall		Fund for each C	overed Employee at the foil	owing rates:
	Effective Date:	4/1/12	Rate:	\$193.50	
	Effective Date:	4/1/13	Rate:	\$201.20	
	Effective Date:	4/1/14	Rate:	\$209.20	
	Effective Date:	4/1/15	Rate:	\$217.60	
	Effective Date:		Rate:		
3.	The Employer shall	contribute to the Health a	nd Welfare Fund	I for each Covered Employe	e at the following rates:
	Effective Date:		Rate:		
	Effective Date:		Rate:		
	Effective Date:		Rate:		
	Effective Date:		Rate:		

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

Rate:

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

UNIVAR USA INC.	Local Union No.
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
## 10/2012  Date  17425 NE UNION HU Rd.  Redmand, WA 98052-3375  Complete Address of Employer  425-889-4174	APR 1 7 2012
If the Employer Identification Number  If the Employer is signatory to a National or Group Contract, indicate  Is the Employer an itinerant construction company working on a projection.	



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUNDMEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
... ROSEMONT, ILLINOIS 60016-4936
PHONE: 18471 518-9800

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HINTARO HEDDISALL ARTHUR HISUNTE JA TOM I VANTURA GARYP, CILDWBLL CHUSTOPHER J. LANGAY

EXECUTIVE DIRECTOR

THIS AGREEMENT sets forth the lerms under which the Er D'Oy	yer will participa	te in the Central Stat	cs, Scuttinast and
Southwest Arens Pension Fund ("Pension Fund") and/or the Cantrol State	ing agreement v	nd Soutiwest Areas n with the Union Coverin	g the following job
Fund [Health and Welfare Fund] in accordance with its collect ve bargain classification(s): Drivers/Warehousemen			and any.
other job classification covered by the collective bargaining agreement.	•	•	• .•

1. The Union and Employer agms to be bound by the Trust Agreement(s) of the Principal Fund and/or the Health and Welfare Fund and a? smoothments subsequently adopted as well as nit rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the religious Employer and Employee Trustees and their successors.

2.	The Employer shall contribute to the Per	USION FUND IOI BROU COARLED Embioxes of him immerial 1918s.	•
•	Effective Date: 4/1/2007	Rate: \$133.90 per week	
	Effective Date:4/1/2008	Rate: -\$144.60 per week	
	Effective Date: <u>4/1/200</u> 9	Rab: <u>\$156.20 per wee</u> k	
	Effective Date: 4/1/2010	Rate: \$168.70 per week	
	Effective Date:	Rate:	
3.	The Employer shall contribute to the Her	th and Wellare Fund for each Covered Employee at the following	RECEIVED
	Effectivu Date: N/A	Rate:	
	Ellectivu Cale:	Rate:	MAY 2 3 200/
	Effective Date:	Rate:	CONTRACT
	Effective Oate:	Rate: *	DEPARTMENT
	Effective Date:	Rale:	

- A. Controllion rate changes after the last Effective Date sot torth in paregraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into its Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, we contribution rate required to be paid after termination of a collective bargaining agreement and phon to either the execution of a new collective bargaining agreement or the termination of this Agreement, who were the rates in effection the last day of the termination of social store bargaining agreement. However, the Trustees reserve the right to reduce bonefit levels it the contribution rate is of bocomes tose than the then published rate for the applicable bishall pain or class.
- 5. This Agreement and the doligation to pey contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer in study agree in writing otherwise. This Agreement and the Employer's obtgetion to pay contributions shall not reminate until a) the Trusteeg decide to terminate the participation of the Employer's no longer obtgetion to pay contributions in the Employer specifying the date of terminate the participation or b) the Employer's no longer obtgetied by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the indices specified above sent-by certified mail with return receipt requested which describes the "asson why the Employer's no longer obtigated to contribute or c) the date the NLRB certities the result of an election that terminates the Union's representative status or d) she date the Union's representative status or d) she date the Union's representative status and what me the date of the terminates the Union's representative status or d) she date the Union's representative status and what me the termination reterred to in a) or b) relates to only one Fund than the Agreement shall remain in official with respect to the other Fund. If the event on NLRB election or disclaimer of interest reterred to in c) or b) relates to only one Fund then the Agreement shall remain in official with respect to the tremainder of the bargaining unit.
- 6. When a new collective parasining agreement is signed or the Employer and the Union agree to change the collective bergaming agreement. The Employer shall promptly submit the entire agreement or modification to the Fund(s) Cor tracts. Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employers contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Thistock and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain entorcable. The following agreement shall not be valid; a) an agreement that purports to retroctively eliminate of reduce the Employer's statutory or contractual buty to contribute to the Fund(s), b) an agreement that purports to prospectively reduce the contribution fate payable to the Panasin Fund uno; an agreement that purports to prospect voly eliminate the duty to contribute to the Penasion Fund during the stated term of a collective pagaining agreement that has been accepted by the Penasion Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaming agreement fequiting contributions to the Fund(s) and includes casual employees (i.e. short term) employees who work for uncertain or irregular duration; exhall a casual employee shall not be a Covered Employee with respect to the friedth and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any participation in phonogenial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

- 8. The Employer agrics to remit contributions on behalf of each Covered Employee for any period height receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, holiday pay, disability or diness pay, layoft/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board produceding, grievance/arbitration promoding or other legal proceeding or additional fit the collective bargaining agricultures is at contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who should due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise born paid on any Covered Employee who is a re-employed service member or former sorvice member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9: On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not amised to new hires, layorts or terminations) which occurred outing the prior month and must pay all contributions owed for the prior month. In the exert of a delinquancy, a) the Employer shall be obligated to pay interest on the montes due to the Fund(s) from the date when Payment was due to the date when the payment is made, logither with all expenses of collection incurred by the Fund(s), including, but not find to, altotheys tees and costs and b) at the uplion of the expenses of their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each celerator wask (Sunday through Saturday) that be due on the following becomes the Employer falls to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absonce, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that this to the pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all coets incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys fees and costs incurred by the Fund(s).
- 11. The Instees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grind an example of the first payons and the second procedure set forth in any collective be guinning agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s) edverse selection rule (including Special Bulatin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be constitued according to the lews of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions and conduct audits, the limits ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid-contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement. This Participation Agreement shall colored.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duty authorized representatives, the day and year hist above written.

CHENCENIRAL Midwest Corporation Redacted	by U.S. Department
Redacted by U.S. Department of the Trea	sury
of the Treasury	
Printed Name	age Title
X 5/11/57 Date	0/
Date 7:56-W-7125-S-	
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70f -325 -2502 70f -514-6356  Telephone Number Fax Number	CONTRACT DEPARTMENT
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### PARTICIPATION AGREEMENT

CANTRAL STATER SOUTHEAST AND SOUTHWEST AREAS PENSION FURIOHEALTH AND WELFARE FUND SSTT WEST HIS 2915 ROAD ROSEMONT. ILLINOIS 60010-9230 PHONE (647) 516-6800 ing i / E Thursell Activity of Joseph Activity of Joseph Activity of the Company Activity of The Company

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1. The Union and Employee agree in be bound by the Trust Agreement (4) of the Pention Fund affiliar the Health and weaters Fund, oil rules and requisitions presently in affect or subsequently apopted by the Trustime of the Fundate) and appropriate response Employee and Employee Trustices and their subsections.

2. The Employee shall contribute to the Pension Fund ppr week (the "Costalbusion Period") for 63011 Contribute Employee at the federating rates:

Ethicitys Date: 11 Dazzes	Rate: <u>åss. 00</u>
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The Employer small contribute to the Hostin and Welfays Fund per weepith our (change one) (train "Contribution") for each Covered Employer study to the incount rate;

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5. This agreement and the obligation to pay contributions to the Fund(s) will continue often the termination of a collective disreptiving agreement and during a other assess on contributions shall be due during a strike unless the Union and the Employer's obligation to pay contributions, and the Employer's obligation to pay contributions that the foreign contribution to pay contribution to the Employer's obligation to pay contribution to the Employer's obligation to pay contribution to contribute to the Employer and provides and the Employer of the Employer and provides and the Employer's to no trages abujulate to contribute, in the employer with making received and the Employer's to no trages abujulate to contribute, in the employer and trages abujulate to contribute, in the employer and the Employer participation in the Provides and the Health and Welfare Fund and the imministent reduced to the Employer participation in the Employer participation in the Employer participation in the Employer participation in the Employer and the Employer participation in the Employer participation in the Employer and the Health and Welfare Fund and the Employer participation referred to an all or employers.

6. When a new collective bargering agreement is argued in the Employer and the Union agree to change the collective bargering agreement, the Employer shall promptly submit the tentire agreement of modification to the Funcion Contracts Described which we carried new features required as the address specified above. Any agreement or understanding which effects the Employer's contribution obligation, when has not been submitted to the Funcion as the trunces and this Agreement and the unition agreement(s) and test been submitted to the Funcion shall alone partial or the remains when the Funcion shall alone partial or the remains and the Funcion shall alone partial or the remains and the Funcion agreement(s) and when the remains and the funcion of the remains of the remains and the funcion of the funcion o

7. For Durposes of this Agrachteck, the term "Curraries Englished" shall mean any bastatina or assertina amployees covered by a selectival between the particular or processed by a selectival between the particular or bring portrollers on the particular between the calculation or brings on the particular duration; unless the calculate between the particular duration or brings of the particular duration of the particular duration of the particular duration of the particular duration of the particular purpose of assessing despites from the first one.

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6. The Employer across to remal contributions on earnied math Coustral Employee who receives, or is sufficient to receive, comparison for any part of the Contribution Penned (regardient of whithout this employment) part on the Contribution Penned (regardient of whithout this employment) part or the contribution, according to the up with pay, eventure pay, noticely pay, disability of lighter pay, legislations may pay, receive pay or the payment of whose which are the team of any Particular Labor Penneture, Board preceding, grisylations are the contributions of any payment or other legislations of the contributions of the payment of the contributions of

- 9. On or seriors the 1½th day of each month, the Employer must report to the flying(s) any change in the Correct Employer suchtories (including, sur northwest to free month in the secret of a delinearing, a) the Employer shall be to the provincement. In the secret of a delinearing, a) the Employer shall be to be the provincement. In the secret of a delinearing, a) the Employer shall be to be the provincement. In the secret of a delinearing, a) the Employer shall be obtained to a the secret of a delinearing that the Employer shall be considered to the best of the payment are secret that the provincement of a delinear shall be sometimed to the payment of a delinear shall be sometimed at the Employer has became delinearing and the payment of a delinearing that the Employer has became delinearing that the employer fails to report changes in the delinear shall be sometimed to that the controller of actual extremel architects on lines, the Employer must pay the controller of actual extremel architects on lines, the Employer must pay the controller of actual extremely activities of actual extremely of absence, laying or other controllers in the workshore. The Trustees recome the right to terminate the participation of any Employer that (this is
- (i). The displayer analignment by Trustees with scalars to the payron receive and other periment receive system requested by the Fund(s). It is payron is required to early obtain accepts to the Employer's receive or to policy additional before the received of the received and the received by the Fund(s) in conducting the review shall be poid by the Employer and the Employer shall pay the superior of the Employer shall pay the superior flow and costs incurred by the Fund(s).
- 11. The Trustess ared not be required to a brid any depute concerning the Employer's deligation to pay convenies to any provence whiteful providing the forth in any openior to payaring agreement.
- 12. The Employer sulvivirulaces that it is entered the functory others ordered subsidiary (including agencial Bulletian 30-7) and agrees that while this Agridament minister in effect, it will not enter into any agreement or engage in any practice that yiu date the environ settles in any include that yiu date the environ settles in any include.
- 13. This Agreement ships in all response to construct especial to the limit of the United State. In all scripts to an expectage of the United State. In all scripts to the Agreement, including agreement according to the Agreement, including agreement according to the Agreement of the Agreement, including agreement according to the Agreement of t
- 14. This Agreement method be easily modified or luminated. To the extent grare exists any conflict between any provisions of the Participation Agreement, and any provisions of the collective bargaining agreement, and Participation Agreement and control.

ML WITHESS WHENEXUP, baid Employer and Union have caused this instrument to be executed by shor duy outhorized representatives, one day link year firm shows written.

CHICAGO BAIGHG ECHI Englines Name	PANY	Redacted by U.S. Department
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MEAST GARFIELD ACU	LEVARD	•
CHICAGO R COME		
Complete Address of Brigh	oyer .	
(77.0 536-7700		
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Is the Employer an illinorant	construction company working an a	protect or on a sessonal basis: Yes teo
rev. 09/00		· :



Effective Date

### PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDMEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE (847) 518-9800

PHILOYEE TOUSTERS en-Cotte thus Ray Cabh Joe Oppe Jerry Youngen GLONGE J WESTLEY

EUPLOTER TRUSTERS JANDUCCIA CHANCH PLATE H PUNTEA PORTINA OVAC DANIOT MONEYO TON J VENTURA DANEL J BRUTTO

POFESHIO SVITUOSAS ASPANGUM L'OLANGR

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States. Southeast and Southwest Areas Health and Waters Fund ("Health and Welfere Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of <u>transport drivers / sales drivers / mechanics</u> and any other job classification covered by the collective bargaining agreement

1. Weitere Fund. : respective Emp	The Union and Employer agree to be bound by the Tr all rules and regulations presently in effect or subsequent sloyer and Employee Trustages and their successors.	nutry adopted by the Trustees of the Fund(s) and accept the
2.	The Employer shat contribute to the Pension Fund	per week/day/hour (choose one) (the
"Contabution P	eriod") for each Covered Employee at the following rate	<sup>m.</sup> 끄
	Effective Date: 4/1/2000	Rate 91.00
	Effective Date: 4/1/2001	Rate. 65.00 00 NOV
	Effective Date: 4/1/2002	Rate 100.00 CONTRACCI Rate 118.00 PM 72
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	Effective Date 4/1/2004	Rate 118.00
3. Covered Empl	The Employer shall contribute to the Health and V loyee at the following relea:	Watare Fund per week (the "Contribution Periodicial of Sch
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- Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being fragilitated In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to other the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the termir ated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes jess than the then published rate for the applicable benefit plan or class
- The Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a colective beigaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not lemmate und either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer a no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the lesson why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Wettare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.
- When a new collective bargaining agreement is signed or the Employer and the Urson agree to change the collective bargaining agreement, the Employer shall promptly submit the antire agreement or modification to the Fund(s)" Contracts Department by cerefied mail (return recent requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall elone remain enforceable.
- For purposes of this Agreement, the term "Covered Eniployee" shall mean any full time or part time employee covered by a nullective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual simplifyees. Covered Employee shall not include any person employed in a managenal or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

- 8. The Employer agrees to rent contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (tegerdiess of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or times pay, layoff/severence pay, vacation pay or the payment of wages which are the result of any Netional Labor Relations Board proceeding, giverance/arbitation proceeding or other legal proceeding or settlement. "The collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, to contributions shall be due until the Covered Employee completes the specified waiting period. To contributions shall see that the Fund(s) on behalf of any period. Trequired by the applicable collective bergaining agreement, contributions shall see to be made to the Fund(s) on behalf of any period. The Covered Employee who is not working due to liness or injury even if the Covered Employee is not entitled to compensation. The Employee shall pay any contributions that would have otherwise been paid on any Coveted Employee who is a re-employed zervice member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. § 104.3.
- g. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to now hites, layoffs or terminations) which occurred during the prior month and must pay at contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the montes due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, afformery flees and costs and b) at the option of the finities of their delegated representative, the payment of confinitions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fals to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Werfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to be eye pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroli records and other pertinent records when requested by the Fund(s). If this access to the Employer's records or to corect additional billings that result from the review of the records, at costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11: The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any greyance/architetion procedure sat forth in any collective bargaring agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rules (including Special Bulletin 50.7) and agrees that while this Agreement remains at effect, it will not enter into any agraement or engage in any practice that violates the adverse selection rules.
- This Agreement shall in all respects be construed according to the laws of the United States, in all actions taken by the Trustoes to enforce the terms of the Agreement, including actions to collect definitions for the contract statute of limitations. Tall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any Unpaid contributions until such time as the Fund(s) receive actual written hobbe of the existence of the Employer's liability.
- 14. The Agreement may not be orally modified or terminated. To the extent there exists any condict between any provisions of the Participation Agreement and any provisions of the cobectve bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Umon have caused this instrument to be executed by their duty authorized representatives, the day and year first above writen.

Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
VSCO PRESIDENT HOMOMESOURIES  40 EAST GONTILLO SLUG CALCOLO TE 60618  Complete Address of Employer  773.536.7700  Telephone Number  36-411786	OO NO
# the Employer is signatory to a National or Group Contract, indicate of a the Employer in signatory to a National or Group Contract, indicate of a the Employer an itinerant construction company working on a pro-	The name of such Contract  W 28 PH 121 3

37.10.345



CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND HEALTH AND WE FARE FUND

ROSEMONT, ILLINOIS 600 1 186 E UV E PHONE (847) 518-98-05 NOV 0 7 2005

SWELDTER THILFTERS FORE GEGANT JAMEY TOURISET SETTION A WASTERY CHARLES A WASTERY THE TOURISE OF THE

CHESCHOOLS TWICH CHESCHOOLS TO 
EXECUTIVE CONCTUS THOUGH & ANNIAN

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification (s): Route Sales Representatives. Mechanics Pull United Loaders and any other job classification covered by the collective bargaining agreement. Swing Men

- 1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Ponsion Fund and/or the Health and Welfard Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and imployee Trustees and their successors.
  - The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates.

	Effective Date 8/8/04	Rate <u>\$124.00 per week</u>	-
	Effective Deter 8/8/05	Rate: <u>\$124.00 per week</u>	_
	Effective Date: 8/8/06	Rate: \$124.00 per week	_
	Effective Date: <u>8/8/07</u>	Rate: \$124.00 per week	_
	Effective Date: _8/8/08	Rate: \$124.00 per week	<b>-</b>
3.	The Employer shall contribute to the Health following rates	and Wettare Fund for each Covered	Employee at the
	Effective Date:	Rate.	5. mar
	Effective Date:	Rate	EIVED
	Effective Date:	Rate: NOV	_1 6 2005
	Effective Date;	Rate CO	NTRACT ARTMENT
	Effect re-Date:	Rate'	HIMENT

- Contribution rate changes after the last Effective Date sel forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of an exocutive bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obtigation to pay contributions to the Fund(s) will continue after the leftmation of a collective bargaring agreement and during a strike except no contributions shall be due during a strike unless the kinon and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obtigation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obtigated by a contract of statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by cert field mail with return receipt requested which dasor best the reason why the Employer is no longer obtigated to contribute or of the date the NLBB certifies the result of an election that terminates. The Union's representative status or d) the date the Union's representative status forminates through a valid discisimer of interesting the main the Health and Welfare Fund and the termination reterred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or discisimer of interest reterred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.
- 8. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement. The Employer shall promptly submit the entire agreement or modification to the Fund(s). Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obtigation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) as required submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid, a) an agreement that purports to retroactively claiminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively reduce the contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

- For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Heath and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial of supervisory aspecity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- The Employer agrees to remit contributions on behalf of each Covered Employee for any period helaha receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or ifness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, gnevanceraronration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly nited Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to itness or injury even if the Covered Employee is not entated to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence outing a period of uniformed service as defined at 32 C F.R. §104.3.
- On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred owing the prior month and must pay all contributions-owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the mories due to the Fund(s) from the date when payment was due to the date when the payment is made. together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys fees end costs and b) at the collon of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer shall be due on the following Monday. or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer than fails to timely pay required contributions.
- The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If lingation is required to either obtain access to the Employer's records or to collect additional. billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shart be paid by the Employer and the Employer shall pay any attorneys' less and costs incurred by the Fund(s).
- The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Butetin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- This Agreement shall in all respects be construed according to the taxs of the United States, in all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect definquent contributions or to conduct sudits, the lithous ten year written contract stanute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's Fablity.
- This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Pamicipation Agreement shall confid.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly

IN WITNESS WHEREOF, said Employer and ornitron suthorized representatives the day and year first above written	916
	Redacted by U.S. Department
Redacted by U.S. Department  of the Treasury	of the Treasury
·	Printed Name and Tibe
Printed Name and Title	
Date	Date
4101 N. Saint Joseph Ave.	RECEIVED
Evansville, IN. 47720-1206 Complete Address of Employer	NOV 1 6 2905
(6/2) 1725-1/642 (6/2) 423-463/ Telephone Number Fax Number	CONTRACT DEPARTMENT
35-6816879 Federal Em Toyer Idenascation Number	
If the Employer is signatory to a National or Group Contract, India	
Is the Employer an itinerant construction company working on a p	roject or on a sessonal basis. Yes No
Is the Futbrolat art average and are	37 10 347

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# PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

EMPLOYEE TRUSTEES

EMPLOYER TRUSTRES
HOWARD MEDOUGALIR
ARTHUR H BUNTE, JR
TOM I VENTURA
DANIEL I BRUTTO
GARY F. CALDWILL

EXECUTIVE DERECTOR THOMAS C. NYHAN

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfere Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of: \_\_\_ and any

1. Welfere Fund, a respective Emplo	The Union and Employer agree to be bould rules and regulations presently in effect over and Employee Trustees and their successions.	and by the Trust Agreement(s) of the Pension Fund and/or the Health and or subsequently adopted by the Trustees of the Fund(s) and accept the essors.
2. "Contribution Per	The Employer shall contribute to the Pens riod") for each Covered Employee at the foll	
	Effective Date: January 1, 2008	Rate: \$5.20 per hour worked
	Effective Date:	Rate:
•	Effective Date:	Rate:
	Effective Date:	Rate:
	Effective Date:	Rate:
3. for each Covered	The Employer shall contribute to the Health Employee at the following rates:	and Welfare Fund per week/hour (choose one) (the "Contribution Period")
	Effective Date:	Rate:
	Effective Date:	Rate:
	Effective Date:	Rate:
I	Effective Date:	Rate:
4.	Contribution rate changes after the total Effect	

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shell be determined by each new collective bargaining agreement and such rate changes shell be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is bring negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to affect the averaging agreement of the termination of the Agreement shall be the material and prior to affect the paragraph and prior to the termination of the Agreement shall be the material and the contribution agreement of the termination of the Agreement shall be the material and the contribution agreement of the termination of the Agreement shall be the material and the contribution agreement of the termination of the Agreement shall be the material and the contribution agreement of the termination of the contribution agreement and prior to the termination of the contribution agreement and prior to the termination of the contribution agreement and prior to the termination of the contribution agreement and prior to the termination of the contribution agreement and prior to the termination of the contribution agreement and prior to the termination of the contribution agreement and prior to the termination of the contribution agreement and the contribution agreement agreement and the contribution agreement to either the execution of a new collective bargaining agreement or the temphation of this Agreement, shall be the rates in effect on the to either the execution of a new consider to paragramman of the temperature of the temperature of the last day of the temperature bargaining agreement. Health and Welfare contribution rate changes after the last effective date shall be determined by the Board of Trustees in order to maintain the same level of benefits. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer padicipates in both the Pendon Fund and the Health and the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Heelth and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect
- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration). Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

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8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severence pay, vecation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, griavance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to obtigation greenest, constitutions shall also be thad to the number of central of any covered Employee who is not working due to librors or injury even if the Covered Employee is not entitled to compansation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (Including, but not limited to new hires, tayoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monles due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, atturneys' fees and costs and b) at the option of the Trustess or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the stability of each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report representative, the payment of contributions that accure after the chipayer has become definitions died for each calendar week (Sunday through Saturday) shell be due on the following Monday. If the Employer falls to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the perticipation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other partinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargeining agreement.

The Employer acknowledges that it is aware of the Fund(s) adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse salection rules.

This Agreement shell in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the illinois ten year written contract statute of milations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's Ilability.

This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their

dacted by LLS. Department	lacted by U.S. Department ne Treasury
11- 26.03 Date	Name and Title
1315 N. NORTH BRAWER ST CHILAGO, ILL 6064Z	RECEIVED
Complete Address of Employer \$12,274 9900 \$12,274-990/	DEC 0 5 ZUUS
Telephone Number Fax Number 35 - 299 4871	CONTRACT Department.
Federal Employer Number  If the Employer is signatory to a National or Group Contract, indicate the name of suc	ch Contract:

rev. 12/03



benefit plan or class.

### PARTICIPATION AGREEMENT

### CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938

PHONE: (847) 518-9800

ACCOUNT NUMBER: 1513800-0106-00200-A

RECEIVED

JUN 0 3 2015

CONTRACT DEPARTMENT

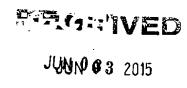
1. Welfare For adopted by	und and all amendments	subsequently a	dopted as well	as all rules	eement(s) of the Pension Fu and regulations presently d Employee Trustees and th	in effect or subsequently
2.	The Employer shall	contribute to th	e Pension Fun	d for each C	overed Employee at the folk	owing rates:
	Effective Date:	06/01/2015		Rate:	\$290.60 / week	
	Effective Date:	06/01/2016		Rate:	\$302.00 / week	
_	Effective Date:			Rate:		<del></del>
	Effective Date:			Rate:		
	Effective Date:			Rate:		
3.	The Employer shall	contribute to th	e Health and W	/elfare Fund	for each Covered Employee	
Effective Da	ate: Not Fund Participan	t Rate:	N/A			
		Raie;				
	ate:					
Effective Da	44.	LC SOLIS :				
Effective Da Effective Da Effective Da Effective Da	nte:	Rate:				

This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no tonger obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mall (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or Illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or har absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) eny change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If Iltigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-7) and agrees that white this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of Ilmitations shall apply. The Employer agrees that the statute of Ilmitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duty authorized

the december	the same from the same with	٦.	
Redacted by U.S. Dep of the Treasury	artment	Local Union No. 200	
		Redacted by U.S. Departmen of the Treasury	t
5-22-15 Date		S 15 15 Date	
Complete Address of Emple	руег		·
Telephone Number	Fax Number		
Federal Employer Identifica	tion Number		
If the Employer is signatory	to a National or Group	Contract, indicate the name of such Contract:	
Is the Employer an itinerant	construction company	working on a project or on a seasonal basis? Yes	No





CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800



ACCOUNT NUMBER: \_\_\_1528004-0107-00449B\_\_

21.22 02.17 0 0 10.17	ob classification covered				and and the Moolth and
1. Welfare Fund a adopted by the		aaanaati, adaalad oo u	Aniin ile se ilan	and regulations presently i Employee Trustees and	und and/or the Health and in effect or subsequently their successors.
2.	The Employer shall co	ntribute to the Pension F	und for each C	overed Employee at the fo	Nowing rates:
	Effective Date: Ju	ane 30, 2013	Rate:	\$295.00	<u> </u>
	Effective Date: J	m <u>e 29, 201</u> 4	Rate:	-\$313-80	/ <i>).</i>
		ine 28 2015	_	-\$332-60 -	<u> </u>
		ıly 3, 2016		_\$338_00	
		uly 2; 2017		_\$338.00	
3.	The Employer shall ∞	ontribute to the Health at	nd Wellare Fund	i for each Covered Employ	ice at the rollowing locas.
Effective Date:	_N/A				
Effective Date:	<u>N/A</u>				
CM-stille Doller		Rate: Rate:			
Effective Date:		Rate:			
Effective Date:					
	<u>N/A</u>				
Effective Date:		Barry 1 Cillon	the Data and Co	dh lo nacobranhe 2 and 3 (	shall he determined by eac
Effective Date: Effective Date:	Contribution rate cha	and much esta changae é	hall be involved	aled into this Adjabinish.	shall be determined by eac The parties may execute a aining agreement is bein

5. This Agreement and the obtigation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutuall agree in writing otherwise. This Agreement and the Employer's obtigation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifyin the date of termination of participation or b) the Employer is no longer obtigated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above set by certified mail with return received requested which describes the reason why the Employer is no longer obligated to contribute to the date the NLRB certifies the result of an election that is minates the Union's representative status or d) the date the Union representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pensic Fund and the Heatth and Welliare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the pargaining unit, this Agreement shall remain in effect with respect to the pargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be blinding on the True eas and this Agreement and the writtin agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or partitime employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective barg sining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee (or any period ha/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or iffness pay, layoff/sevarance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states tha curl utions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable co-ective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to Tiness or Injury even if the Covered Employee is not entitude to compensation. The Employer shall pay eny contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service membe, but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (Including, but not limited to new hires, tayoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a definquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contribitions that accrus after the Employer has become definquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer falls to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, loaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If faigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unperiod contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and U ion have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

E Redected by LL	Corp.	Local Union No. 449
Redacted by U.S	5.	Redacted by U.S. Department
Department		of the Treasury
of the Treasury		,
P		
Photo riano ana rina		
(0/11/1)	•	10/21/2013
Date		Date
2421 Main Street	·	<u>_</u>
Buffalo, NY 1421	4	RECEIVED
Complete Address of Empl	oyer	- NECEIVED
716-855-1200	716-854-6655	
Telephone Number	Fax Number	
16-0850628		CONTRACT DEPARTMENT
Federal Employer Identifica	ation Number	DEPAR: MENT
If the Employer is signator,	y to a National or Group Contract,	indicate the name of such Contract:
Is the Employer an itinerar	it construction company working o	n a project or on a seasonal basis? Yes NoX

QNORSEPERATE CONSCINCT PAGES - CHIACECE

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### CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER: 1552300-0109-00406A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and

and any only	job classification covered	by the collect	ive bargaining	agreement.		
	and all amendments sub	osequently ad	opted as well:	as all rules		Fund and/or the Health and y in effect or subsequently their successors.
2.	The Employer shall co	ntribute to the	Pension Fund	for each Co	overed Employee at the fo	llowing rates:
	Effective Date: D	ECEMBER	<u>29, 201</u> 3	Rate:	\$114.00	
	Effective Date: J	ANUARY 4	, 2015	Rate:	\$120.80	
	Effective Date:	ANUARY 3	, 2016	. Rate;	\$125.60	
	Effective Date: _			Rate:	<u></u>	
	Effective Date:			Rate:		
3.	The Employer shall con	ntribute to the	Health and Wo	afare Fund	for each Covered Employ	ee at the following rates:
Effective Date:	N/A	Rate:	N/A			
Effective Date:		Rate:				
Effective Date:		Rate: _ Rate:				<del></del> -
		naie.			_ <del>_</del>	<del></del>
Effective Date: Effective Date:	·	Rate:				

Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit,

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- /. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's ilability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

CITY OF HANCOCK	Local Union No. 406
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department
· ·	Re of the Treasury
12-19-13	12-26-13
Date	Date
399 QUINCY STREET, HANCOCK, MI 49930 Complete Address of Employer	
906-482+1121 906-482-7910	
Telephone Number Fax Number .	
386004557	
Federal Employer Identification Number	
If the Employer is signatory to a National or Group Contract, indicate	e the name of such Contract:
Is the Employer an itinerant construction company working on a pro	fect or on a seasonal basis? Yes No X

JAN 0 2 2014



# WISCONSIN MUNICIPALITIES PARTICIPATION AGREEMENT

# BARGAINING UNIT EMPLOYEES ACCOUNT NUMBER: 1557800-0108-00662-A

THIS AGREEMENT between the Employer and the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") sets forth the terms under which the Employer will participate in the Health and Welfare Fund on behalf of Employees covered by its collective bargaining agreement with a Local Union affiliated with the International Brotherhood of Teamsters (the "Union") covering the following job classification(s)							
and any other job classification  1. The Employe Welfare Fund and all amenopresently in effect or subsequence accepts the respective Employeement.	r agrees to be bound by dments subsequently ado uently adopted by the Trus	the Trust pted as w	Agreement of ell as all rules ellealth and W	and regulation	ns		
·	er shall contribute to th			Fund for ea	ch		
Effective Date:	12/28/14	Rate:	\$347.70_	_			
Effective Date: Class 16 Pension	12/28/14	Rate:	\$1 <u>53.70</u>	_			

- 3. The contribution rate beginning twelve months after the last Effective Date set forth in paragraphs 2 shall be the rate determined by the Trustees to maintain the existing benefit plan and such rate changes shall be incorporated into this Agreement.
- 4. This Agreement and the Employer's obligation to pay contributions shall continue in effect until three years after the initial "Effective Date" set forth in paragraph 2 and will continue thereafter for three year terms absent a written notice of termination served by certified mail (return receipt requested) that is mailed at least 60 days before the initial termination date or extended termination date. Any notice directed to the Health and Welfare Fund shall be sent to the above address and shall be directed to the Contracts Department. Any notice to the Employer shall be sent to the address set forth below or the address to which monthly contribution bills are sent. Notwithstanding the foregoing, this Participation Agreement shall terminate a) on the date selected by the Trustees in the event they decide to terminate participation under Article IV, Section 20 of the Trust Agreement because they determine that this Agreement is unlawful and/or inconsistent with any rule or requirement for participation by Employers in the Fund and/or that the Employer is engaged in one or more practices or arrangements that threaten to cause economic harm to, and/or impairment of the actuarial soundness of the Fund, or b) the date of the certification of the result of an election that

terminates the Union's status as representative of the Employees, or c) the date the Union's representative status terminates through a valid disclaimer of interest. In the event an election certification or disclaimer of interest referred to in b) or c) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 5. For purposes of this Agreement, the term "Employee" shall mean any full-time employee performing work in a classification covered by a collective bargaining agreement between the Employer and the Union or represented by the Union. Temporary and casual (i.e. short term employees who work for uncertain or irregular duration) are excluded. Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Health and Welfare Fund.
- 6. The Employer agrees to remit contributions on behalf of each Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement.
- 7. On or before the 15th day of each month, the Employer must report to the Health and Welfare Fund any change in the Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Health and Welfare Fund from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Health and Welfare Fund, including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 8. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Health and Welfare Fund. If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Health and Welfare Fund in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Health and Welfare Fund.
- 9. The Employer acknowledges that it is aware of the Health and Welfare Fund 's adverse selection rule and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 10. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Health and Welfare Fund receive actual written notice of the existence of the Employer's liability.

Southwest

CITY OF PESHTIGO Central States Southeast and Southwest Areas Pension Fund and Central States Redacted by U.S. Department Redacted by U.S. Department of the Treasury of the Treasury 8/23/17 Printed Name and Title Date August 15, 2014 Date 331 French St., Ste. A Peshtigo, WI 54157-1219 Complete Address of Employer (715) 582-3041 (715) 582-4322 Telephone Number Fax Number

## RECEIVED

AUG 1 9 2014

COSTRACT BEPARTMENT



#### PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHÊAST AND SOUTHWEST AREAS
PENSION FUNDIMICALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518.9800

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#MPLOSEN TRUTTE FE MONARD BEDCUCAL ATTHE H. B. L. R. P. CARME CALINGL CARME CALINGLE CARME CALINGLE

BIGOVINA DIRECTOR THOMAS CAMMAN

THIS AGREEMENT sets	forth the terms under which the Employer will participate !	in the Central States, Southwest
and Southwest Areas Pension Fur	nd ("Pension Fund") and/or the Central States, Southeast a	ind Southwest Areas Heath and
Waltere Fund ("Health and Weller	e Funciji in accordance with its collective bargaining agrees	ment with the Union covering the
foliowing job classification(s)	Construction Truck Drivers	and any
other job classification covered by	the collective bargaining agreement and the Agreement b	etween the Health and Welfare
	of Teamsters and Employers Welfare Fund both of which	

- 1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Weltare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.
  - The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

Ellection Dave.	<u> </u>	n 000,	V132.70 PCL 101.	
Effective Date:	3/01/07	Rate:	142.00 per week	
Effective Date:	5/01/08	Rate:	151.90 per week	
Effective Date:	5/01/09	Retei	162.50 per veek	
Effective Data.	·	Rate:		
The Employer sh following rates:	to Contribute to the Health and	l Wellard	Fund for each Covered Emp	lloyee at the
Errective Date:	5/01/06	Rate:	\$7,25 per hour.	
Effective Date:	5/01/07	Rate:	7.90 pcz hour	
Effective Oate:	5/01/08	Rate:	8.60 per hour	ECEIVED
Effective Oate:	5/01/09			SEP % 5 2006
Effective Date:	· <del></del>	Rate		CONTRACT
	Effective Date: Effective Date: Effective Date: The Employer stroitowing rates: Effective Date: Effective Date: Effective Date: Effective Date: Effective Oate:	Effective Date: 5/01/06  Effective Date: 5/01/07  Effective Oate: 5/01/08  Effective Oate: 5/01/09	Effective Date: \$\frac{5/01/02}{01/03}\$ Rate:  Effective Date: \$\frac{5/01/08}{01/09}\$ Rete:  Effective Date: \$\frac{5/01/09}{01/09}\$ Rete:  The Employer shall contribute to the Health and Walters following rates:  Effective Date: \$\frac{5/01/06}{01/07}\$ Rate:  Effective Date: \$\frac{5/01/07}{01/08}\$ Rate:  Effective Oate: \$\frac{5/01/08}{01/09}\$ Rate:	Effective Date: 5/01/02 Rate: 142,00 per usex  Effective Date: 5/01/08 Rate: 153,90 per usex  Effective Date: 5/01/09 Rete: 162,50 per usex  Effective Date: 162,50 per usex  Effective Date: 162,50 per usex  Rate: 162,50 per usex  Rate: 162,50 per usex  Effective Date: 162,50 per usex  Effective D

Date: \$132.20 per usely

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 strained distanced by each new collective bargaining agreement and such rate Changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bergalining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the tast day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce bare it levels if any contribution rate is or becomes less than the their published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a conscilve bargaining agreement and during a strike except no con robutions shall be due during a strike unless the Union and the Employer mutually agree in writing ethemise. This Agreement and the Employer's obligation to pay contributions shall not terminate unlife to the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or it? the Employer is no tonger obligated by a control of statute to contribute to the Fund(s) and the Fund(s) have received a wirden notice directed to the Fund(s). Control Department at the address specified above sent by certified mail with result requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an Coction that terminates the Union's representative status or d) the date the Union's representative status of an Coction that terminates the Union's representative status or d) the date the Union's representative status of an Coction that terminates the Union's representative status or d) the date the Union's representative status of an Coction that terminates the Union's representative status or d) the date the Union's representative status forminates through a valid discial military of interest, in the event the Employer; participates in both the Pension Fund and the Health and Werfare Fund and the termination referred to in a) or b) relates to only any to the other Fund. In the event an NLRB election or discialment of interest referred to in a) or d) relates to only part of the bargaining unit, this Agreement show remain in effect with respect to the effect to the Pension fund.
- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly should be entire agreement or modification to the Fund(s). Contracts Oppariment by cerdinal mail (return receipt requested) at the address specified above. Any agreement or understanding which a lects the Employer's contribution obtain in which has not been submitted to the Fund(s) as required by this paragraph, she not be binding on the Trueleds and this Agreement and this written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid; a) an agreement that purports to re pactively eliminate or reduce the Employer's statutory or contraction duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribute to the Pension Fund or c) an agreement that purports to prospectively esminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any fut-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. a fortiterm employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement expecting excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining bonefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period hershe receives, or is showed to receive, compensation (regeroless of whether the employment relationship is terminated), including show up time pay, overtime pay holiday pay, disability or itnoss pay, layoff/severance pay vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding unother egail proceeding or settlement. If the objective bargaining agreement states that contributions shall not be due on nearly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period, if required by the applicable colective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to timess or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise begin paid on any Covered Employee, who is not working the Employee who is not working the first would have otherwise begin paid on any Covered Employee.
- 9. On or before the \$5th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, tayoffs or terminations) which occurred during the prior month and must pay all contributions dived for the prior month. In the event of a definquency, a) the Employer shall be obligated to pay interest on the montes due to the Fund(s) from the date when payment was due to the date when the payment is made, together with at expenses of collection incurred by the Fund(s), including, but not limited to, willo mays feels and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions the accure after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday, the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions oilled by the Health individual reminations, leaves of absonce, layoffs or other changes in the workforce. The inusteed reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- The Employer shall provide the Truslees with access to its payroll records and other pertinent records when requested by the Fund(s). If Irigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' ress and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any gnewance/arbitration procedure set forth in any collective bargaining agreement.
- 13. This Agreement shall in all respects be construed according to the taxes of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect definquent contributions or to conduct sudits, the Illinois ten year written contract statute of amitations shall apply. The Employer agrees that the statute of timitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive active active and the existence of the Employer's liability.
- 14. This Agreement may not be modified or term mated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

Civil Constructors, Inc. of IL	Local Money as 127
Redacted by U.S. Department	Redacted by U.S. Department
of the Treasury	of the Treasury
of the freastry	of the freastry
• • • • • • • • • • • • • • • • • •	- · ·
Suprember 14, 2006	- Sept 18- Joob
Date	Date
2283 Route 20 East - P.O. Box 750	
Freeport, Il 61032	RECEIVED
Complete Address of Employer	ME TO TO SERVE
(819_235-2200 (815)235-2219	SEP 2: 5: 2016
Telephone Number Fax Number	2Eh X a Mari
36-2116734	CONTRACT
Federal Employer Identification Number	- DEPARTMENT
It the Employer is signatory to a National or Group Contract, indi	
Arricles of Construction between the A.C.C. and	IL Conference of Teamsters
is the Employer an idingrant construction company working on a (	37.10.363
and a supplied of a l	Project of on a seasonal casis: Yes XX No



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938

PHONE: (847) 518-9800 1575700-

	<b>A</b> 1	CCOUNT NUMBER:	175 <b>5700-</b> 01 <u>02</u> -	UU247 D
Southwest Are Fund ("Health classification(s	AGREEMENT sets for eas Pension Fund ('Per and Welfare Fund'') in sets:	th the terms under which the terms under which is and/or the accordance with its collection.	ch the Employer v Central States, S ective bargaining	will participate in the Central States, Southeast and Southeast Areas Health and Welfare agreement with the Union covering the following job
and any other	job classification covere	ed by the collective barg	aining agreement	
1. Welfare Fund adopted by the	and all amendments s e Trustees of the Fund(s	ubsequently adopted as s) and accept the respec	s well as all fules ctive Employer an	eement(s) of the Pension Fund and/or the Health and and regulations presently in effect or subsequently d Employee Trustees and their successors.
2.		contribute to the Pension 6/1/11	n Fund for each C Rate:	overed Employee at the following rates: \$168.70 per week
	Effective Date:	6/1/12	Rate:	\$182.20 per week
	Effective Date:	6/1/13	Rate:	\$193.10 per week
	Effective Date:	6/1/14	Rate:	\$204.70 per week
	Effective Date: Effective Date:		Rate:	
3.		contribute to the Health	and Welfare Fund	d for each Covered Employee at the following rates:
	Effective Date:	not applicable	Rate:	
	Effective Date:		Rate:	
	Effective Date:		Rate.	
	Effective Date:		Rate:	
	Effective Date:		Rate:	

- Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90 7) 12. and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken 13. by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

H. L. Claeys & Company		Local Union No.
edacted by U.S. Departi	ment	Redacted by U.S. Department
the Treasury		of the Treasury
Printed Name and Title		Printed Name and Title
10-3-2011		9-29-11
Date		Date
31239 Mound Road		<u> </u>
Warren, MI 48092		
Complete Address of Emp	oloyer	_
(586) 264-2561	(586) 264-4250	
Telephone Number	Fax Number	<del></del>
38-0424170	<b>9</b>	
Federal Employer Identific		<del>_</del>
If the Employer is signate	ry to a National or Group Contrac	ct, indicate the name of such Contract:
	, 10 a	

RECEIVED

OCT 1 1 2011

CONTRACT DEPARTMENT



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4936 PHONE: (847) 518-9800

ACCOUNT NUMBER: 1577100-0107-00245A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Walfare Fund") in accordance with its collective perpenning agreement with the Union occurring the following job classification(s): WAREHOUSEMEN AND PRODUCTION EMPLOYEES

and any other job classification covered by the collective bargaining agreement.

- 1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.
  - 2. The Employer shall contribute to the Penalon Fund for each Covered Employee at the following rates:

Effective Date:	08-17-2011	Rale:	5125.50	
Effective Date;	09-17-2012	Rais:	\$192.60	
Effective Date;	09-16-2013	Rale:	\$138,10	
Effective Date:	08-15-2014	Rate:	\$143.80	
Effective Date:	09-14-2015	Rate:	£14 <u>8.30</u>	····
Effective Date:	09-19-2018	Reie:	\$144.30	

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the Tolkowing rates:

Effective Date:	 Rate:	 	
Effective Date:	 Rule:	 	
Effective Date:	 Rate:	 	
Effective Date:	 Rele:	 	
Effective Date:	 Rete:	 	

- 4. Contribution rate changes after the last Effective Date act forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agraement. The parties may execute an interim agreement celebilishing contribution rates during the periods when a new collective bargaining agreement is being negatiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to other the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to radice benefit layers if the contribution rate is or bacches less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustoes decide to terminate the participation of the Employer's obligated by a contribution of participation or b) the Employer is no tenger obligated by a contribute or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by cartified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or o) the date the NLRB cartifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminate through a valid disclaimer of interest. In the avent the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in affect with respect to the other Fund. In the event an NLRB election or discissioner of interest referred to in c) or d) relates to only pan of the bargaining unit, this Agreement shall remain in effect with respect to the bargaining unit,

- 6. When a new collective bargaining agreement is eighed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this peragraph, shall not be binding on the Trustass and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall stone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statisticity of contribute do the Fund(s); b) an agreement that purpors to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purpors to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term amployees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfere Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfere Fund. Covered Employee shall not include any paraon employed in a managerial or supervisory capability or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 6. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, of is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, eventime pay, heliday pay, disability or illness pay, layoff-severance pay, vecation pay or the paymont of wages which are the result of any National Labor Relations Based proceeding, grisvance/srbitistion proceeding or other legal proceeding or estimant. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to lithess or injury syen if the Covered Employee is not antilled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or fermer service member out for his of her ebsence during a pariod of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to now hites, layoffs of terminations) which occurred during the prior month and exest pay all contributions award for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with eit expenses of collection incurred by the Fund(s), including, but not limited to, stromeys tees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions award for each calendar week (quadey through Beturday) shall be due on the following Manday. If the Employer fails to report changes in the covered workforce, the Employer must pay the contributions bited by the Health and Westers Fund regardless of extual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If ittigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grisvance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' advance selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not emer into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to caffect delinquent contributions or is conduct audits, the illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall centrol.

ARCHIMICA, INC.	Local Union No. 245
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
12 Jun 2012	6-8-12 Date
2460 W15+ Bannett Street	Springfield, MO 65807
47-866-7291 417-868. Talephone Number Fax Number	•
51-0390470 Federal Employer Identification Number	<del></del>
If the Employer is signatory to a Neticea) or Group C	contract, indicate the name of such Contract:
is the Employer an itinerant construction company w	orking on a project or o'va sensonal basis? ( ) ba
	JUL 1 1 2012
	CONTRACT DEPARTMENT

C. Ormorif uncerfame Concer Paren - 81/14/2006

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CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

EMPLOYER TRUSTEDS
INTO GEOARE
IERRY YOUNGER
IERRY YOUNGER
CHARLIS A WYOBREY
PHI P I YOUNG

EMPLOYER TRUSTUTS
HOWARD MEDCAGALL
ARTHUR H. BUNTE, JR.
TON J. VENTURA
CHIS TOPPER J. LANGAN

EXECUTIVE DIRECTOR

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast are Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfar Fund") in accordance with its collective bargaining agreement with the Union covering the following ic Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following ic
classification(s): Drivers other job classification covered by the collective bargaining agreement.
other IOD Classification Covered by the consoling objection

 The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in offect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

	5/1/2010	_	36.00 per day
	Effective Date: 5/1/2010	Rate: _	36.00 per day
	Effective Date: 5/1/2011	Rale: _	38.20 per day
	Effective Date:	Rate: _	
	Effective Date:	Rale: _	
	Effective Date:	_	
3.	The Employer shall contribute to the He	ealth and We	Ifare Fund for each Covered Employee at the following rates:
	Effective Date:	_	9.05 per hour
	Effective Date: 5/1/2011	Rate: _	9.05 per hour
	Effective Date:	Rate: _	
	Effective Date:	Rate: _	<del></del>
	Effective Date:	Rat <b>e:</b> _	·

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing at tribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an 1-terim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to effect the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate untill a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above vent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB cartifies the result of an election that terminates the Union's representative status terminates through a valid disclaimer of Interest. In the event the Employer participates in both the Pension representative status terminates through a valid disclaimer of Interest. In the event the Employer participates in both the Pension fund and the Health and Wetfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an N-LRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the bargaining unit.
- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mall (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall atone be inding on the Trustees and this Agreement and the written agreement that purports to retractively eliminate or reduce remain enforceable. The following agreements shall not be valid; a) an agreement that purports to prospectively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively eliminate the duty to contribute to contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund,
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or inlegular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if this collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, houday pay, dissebility or litness pay tayoft/severance pay vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arp tration proviseding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to litness or injury even if the Covered Employee is not ellited to compensation. The Employee shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (Including, but not limited to new hires, layotts or term nations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the mones due to the Fund(s) from the date whan payment was due to the date when the payment is maile, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the expenses or their delegated representative the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following by the Employer has to report changes in the covered workforce on time, the Employer must pay the contributions blind by the Health and Welfare Fund regardless of actual terminations, leaves of absence layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to limitly pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund's). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Butletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the liftinois ten year written contract stailule of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's Rability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

Clevenger Contractors, Inc.	Local Union No. 50
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
173 8 16 10 Date 355 Naples Rd., P.D. Box 19	8-20-10 Date
Complete Address of Employer	SEP 2 0 2010
Telephone Number Fax Number  ea:a 37-11 7980  Federal Employer Identification Number	COMM. SOT DEPARTMENT
If the Employer is signatory to a National or Group Contract, indi Articles of Construction	cate the name of such Contract.
If the Employer is signatory to a National or Group Contract, indi	l



Effective Date:

#### **PARTICIPATION AGREEMENT**

## RECEIVED

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

FEB 1 1 2014

CONTRACT

_	A	CCOUNT NUMBER:	1636950-0108	-00247A	
Southwest A Fund ("Heal	Areas Pension Fund ("Pe th and Welfare Fund") in	ension Fund") and/or the C	Central States, ctive bargaining	will participate in the Central Southeast and Southwest Area agreement with the Union cov	as Health and Welfare
and any other	er job classification cover	ed by the collective bargain	ning agreemen		
1. Welfare Fur adopted by t	nd and all amendments s	subsequently adopted as v	well as all rules	eement(s) of the Pension Fund s and regulations presently in d Employee Trustees and their	effect or subsequently
2.	The Employer shall	contribute to the Pension F	Fund for each C	overed Employee at the follow	ing rates:
	Effective Date:	8/1/12	Rate:	\$95.20	_
	Effective Date:	8/1/13	Rate:	\$99.00	<u></u>
	Effective Date:	8/1/14	Rate:	\$103.00	
	Effective Date:	8/1/15	Rate:	\$107.10	
	Effective Date:	8/1/16	Rate:	\$111.40	<u> </u>
3.	The Employer shall	contribute to the Health an	d Welfare Fund	i for each Covered Employee a	t the following rates:
	Effective Date:	not applicable	Rate:		<del>_</del>
	Effective Date:		Rate:		_
	Effective Date:		Rate:		_
	Effective Date:		Rate:		

Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

Rate:

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an etection that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund or c) an agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timety pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

Co-Freight, Inc.		Local Un <b>ion</b> No
edacted by U.S. Depa the Treasury	artment	Redacted by U.S. Department of the Treasury
rimited <b>Name</b> and Tible		/· 2 9 / 4
Date		Date
20501 Goddard Rd.	•	
Taylor, Mi 48180		<del></del>
Complete Address of Em	ployer	<del></del>
(313) 287-2070		
Telephone Number	Fax Number	<del></del>
Federal Employer Identifi	ication Number	<del></del>
		, indicate the name of such Contract:

## RECEIVED

FEB 1 1 2014

CONTRACT DEPARTMENT



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER: 1637000-0100-00247A

Southwest Are Fund ("Health	eas Pension Fund ("Pe and Welfare Fund") in	neion Fund'h and/or the t	Central States, S ctive bargaining	Southeast and Sou	he Central States, Southeast and thwest Areas Health and Welfare a Union covering the following job
and any other	job classification cover	ed by the collective barga	ining agreement	•	
1. <b>Welfare</b> Fund adopted by the	and all amendments s e Trustees of the Fund(	subsequently adopted as s) and accept the respect	well as all rules ive Employer and	and regulations p Employee Truste	
2.	The Employer shall	contribute to the Pension	Fund for each C		at the following rates:
	Effective Date:	12/1/12	Rate:	\$109.50	
	Effective Date:	11/21/13	Rate:	\$111.80	
·	Effective Date:	11/21/14	Rate:	\$116.30	
	Effective Date:	11/21/15	Rate:	\$121.00	<del></del>
	Effective Date:	11/21/16	Rate:	\$125.80	
<b>3</b> .	The Employer shall	contribute to the Health a	and Welfare Fund	for each Covered	Employee at the following rates:
	Effective Date:	not applicable	Rate:		
	Effective Date:		Rate:		
	Effective Date:		Rate:		<del></del> .
	Effective Date:		Rate:		<del>_</del> _
	Effective Date:		Rate:		

- Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an intenim agreement, the contribution rate required to be paid after termination of a coilective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone, remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monles due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

Co-Pipe Products, Inc.	Local Union No.
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Printed Name and Title	Printed Name and Title
	1.29.14
Date	Date
20501 Goddard Rd.	
Taylor, MI 48180	
Complete Address of Employer	
(313) 287-2070	
Telephone Number Fax Number	<del>_</del>
Federal Employer Identification Number	<del>_</del>
If the Employer is signatory to a National or Group Contract,	indicate the name of such Contract:
Is the Employer an itinerant construction company working of	on a project or on a seasonal basis? Yes No



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CONTRACT DEPARTMENT



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER: 1659300-0307-00243A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Warehousemen, Drivers and Helpers

and any other job classification covered by the collective bargaining agreement.

- 1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.
  - The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

	Effective Date:	June 1, 2015	Rate:	\$291.40	
	Effective Date:	June 1, 2016	Rate:	\$303.10	
	Effective Date:	June 1, 2017	 Rate:	\$315.20	
	Effective Date:		Rate:		<del></del>
	Effective Date:		Rate:		
3.	The Employer shall  Effective Date:	contribute to the Health	and Welfare Fund Rate:	for each Covered Em	ployee at the following rates
	Effective Date:		Rate:		•
	Effective Date:		Rate:		
	Effective Date:		Rate:		
	Effective Date:		Rate:		

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or Injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's flability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

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	Printed Name and Title		
	6/3/15		
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(313) 921- 0625	JUL 0 6 2015		
Fax Number			
	CONTRACT DEPARTMENT		
n Number	·•		
a National or Group Contract, in	ndicate the name of such Contract:		
	(313) 921- 0625  Fax Number		



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUNDMEALTH AND WELFARE FUNDING 0 2 20 9377 WEST HIGGINS ROAD

ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800 Distance increases of the control of

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THIS AGREEMENT sets forth the torms under which the Employer will participate in the Central Status, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Similarian Small west Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with the collective baselication (s) of:

and any other job classification covered by the collective bargaining agreement.

1. the Health and the Fund(s) an	The Union and Employer agree to be bound Welfare Fund, all rules and regulations present id accept the respective Employer and Employe	ly in etroct or subseq conty a or Trustees and their success	Bors.
2. one) (the "Cor	The Employer shall contribute to the Pension F dribution Period*) for each Covered Employee a	und per <u>week</u> If the following rates:	week/day/hour (choose
	Effective Date: 11/01/2000	Rate: _\$124.00	
	Effective Date:11/01/2001	Rale: _\$136.00	CEIVED OI APR
	Effective Date: 11/01/2902	Rule: \$150.00	fe- s
	Effective Date: 11/01/2003	Rate: <u>\$158.00</u>	AH AH
	Ellective Date: 11/01/2004	Rale: \$160.00	OI APR -9 AHII: 33
3, for each Cow	The Employer shall contribute to the Health ered Employee at the following rates:	and Welfare Fund per week	(the "Contribution Period)
	Effective Date:	Rale:	<del></del>
	Effective Date: V/A	Rate:	
	Effective Date:	Rale:	
1	Effective Date: V/A	Rafe:	
	Effective Dalo:	Rate:	
4.	Contribution rate changes after the last E	ffective Date set forth in pa	ragraphs 2 and 3 shall be

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective baryaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. If the absence of an interim agreement the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class,
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of reir decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which directibes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to the all remains in effect with respect to this other Fund.
- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s). Contracts Department by certified mail (return reneipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular doration) unless the collect to bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed to the purpose of obtaining benefits from the Fund(s).

- 8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, evertire pay, holiday pay, disability or lithress pay, layoff-severance pay, value to pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievinco/srbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable conceive bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to filtness or injury event the Covered Employee is not entitled to compensation. The Employee who is not working due to filtness or injury event the Covered Employee is not entitled to compensation. The Employee shall pay any contributions that would have otherwise been paid on any Covered Employee who is a resemployed service member or former service member but for his or her absonce during a period of uniformed service as defined at 10 C.F.R. § 104.3.
- On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or termin. Dots) which encented desing the prior month, and must be an all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obtigated to pay interest on the montes due to the Fund(s) from the date when payment was due, to the date when payment was due, to the date when payment is made, together with all expenses of collection incurred by the Fund(s), bothding, but not limited to, alternays' fees and costs and b) at the option of the Trustees or their delegated representative. The payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions week (Sunday through Setunday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Linatti and Welfare Fund regardless of actual terminations, teaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payrott records and other perbneut records when required by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any alterneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concentring the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that white this Agreement remains in offect, it will not enter into any agreement or engage in any practice that wolates the adverse selection rules.
- 13. T is Agreement shall in all respects be construed according to the taws of the United States, in all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect definitional contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

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CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDMEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

DAMEL & BHILLID HOWARD MICHGRIN TOM T AENLINY DAME & ROBERTON TOM T AENLINY T AENL

RAY CASH JOE DRINE

FREQUENT DRECTOR RONALD J INDIALANZA

EMPLOYER TRUSTEES

THIS AGREEMENT sets forth the large.	
Southeast and Southwest Areas Province Sund Co.	ander which the Employer will participate in the Central States
Areas Health and Wolfers Front City and	ander which the Employer will participate in the Central States ission Fund?) and/or the Central Status, Southeast and Southwest to Fund? In accordance with the Status of Southeast and Southwest
with the Union services in the Fund ( Mealth and Welfa	re Fund) in accordance with its collective bargaining agreement
man the Union covering the job classification(s) of	re Fund in accordance with its co lective bargaining agreement
•	- Drivers

	The state of the long classification (s) of	np Truck Drivers
1. the Health an the Fund(s) a	The Union and Employer agree to be bound by a d Welfare Fund, all rules and regulations presently in and accept the respective Employer and Employee T	the Trust Agreement(s) of the Pension Fund and/or
2.	The Employer shall contribute to the Pension Func ontribution Period") for each Covered Employee at the	L
	Effective Date:	Rate:
	Effective Date: BPFil 1, 2001	Rate:85
	Effective Dale: APC 1 1 2002	Rate: 85 5 5
	Effective Date: A-P	Rate: 85 2
	Effective Date: MANCh 3/2004	Rate: 85 ENJOF ZBA
3. for each Cove	The Employer shall contribute to the Health and vired Employee at the following rates:	Welfare Fund per week (the "Contribution Period")
	Effective Date:	Rate
	Effective Date:	Rate:
	Effective Date:	Rate:
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	Effective Date:	Rate:
4.	Contribution rate changes after the last Effective	Date set forth in personals 2 - 4 5

- determined by each new collective bargaining agreement and such rate changes shall be incorporated into this after the last Effective Date set forth in paragraphs 2 and 3 shall be Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negociated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written nutice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute in the avent the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.
- When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.
- For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits

- 8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Penod (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, indicaty pay, disability or aliness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly lated Covered Employees for a specified waiting penod, no combibutions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employee shall pay any contributions that would have otherwise been paid on any Covered Employee who is a reemployed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys fass and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become definquent shall be accelerated so that the contributions owed for each calendar week. Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employor that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If trigation is required to either obtain access to the Employer's records or to collect additional ballings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect. It will not enter into any agreement that violates the adverse selection rules.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
  - This Agreement may not be orally modified or terminated.

Columbus Transport (NC. Employer Name  Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
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(-8/2) 23/6-D53 2	22 S
35. /7/6753 Federal Employer Number	Pire of the
If the Employer is signatory to a National or Group Contract, ind  // I (a H way ) Heavy Rai Road  (IN DEAN A)	icals the name of such Carbook
is the Employer an itinerant construction company working on a	project or on a seasonal basis: Yes V No



Effective Date:

#### PARTICIPATION AGREEMENT

## RECEIVED

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938

PHONE: (847) 518-9800

1718200-0100-00135A

CCOUNT NUMBER

MAR 2 8 2014

CONTRACT

		A	CCOUNT HOMBEN	1110200	100 0010071
Southwe Fund ("H	est Area fealth a	- Dansian Eural ("Dai	acion Eund") and/or th	e Central States S	vill participate in the Central States, Southeast and coutheast and Southwest Areas Health and Welfare agreement with the Union covering the following job
and any	other jo	b classification covere	ed by the collective bar	gaining agreement.	
W <b>e</b> lfare adopted	1. Fund a by the	nd all amendments s Trustees of the Fund(s	ubsequently adopted a s) and accept the respe	as well as all fules ective Employer and	ement(s) of the Pension Fund and/or the Health and and regulations presently in effect or subsequently temployee Trustees and their successors.
	2.	The Employer shall of	contribute to the Pensic	on Fund for each Co	overed Employee at the following rates:
		Effective Date:	1/1/2014	Rate:	\$84.30 per week
		Effective Date:	1/1/2015	Rate:	\$89.40 per week
		Effective Date:	1/1/2016	Rate:	\$93.00 per week
		Effective Date:		Rate:	
		Effective Date:		Rate:	
	3.	The Employer shall of	contribute to the Health	and Welfare Fund	for each Covered Employee at the following rates:
		Effective Date:	12/29/13	Rate:	\$283.20 per week \$311.10 not to exceed per
		Effective Date;	01/04/15	Rate:	week 341.80 not to exceed per
		Effective Date:	01/03/16	Rate:	week
		Effective Date:		Rate:	

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an Interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

Rate:

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement

shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managenal or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or itlness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

Holdings AKA TRIBUNE STAR	Local Union No. 135
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cation Number	
ry to a National or Group Contract, indic	ate the name of such Contract:
	Sloyer  812/231/4347  Fax Number  Sation Number



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CONTRACT



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 VIEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-1938
PHONE (847) 518-8800

PARTONEE TRUSTEES
RAY CASH
TOE ORIGE
ARRY YOUNGER
GEORGE J WEETLEY
FILLY E. YOUNG

EMPLOYER TRUETEES
MOYMAD MODUSALL
ARTIGIR IN BUTTE, JR
TON J. VIPITIMA
DWORL J. BEUTTO
GARY K. CALDWILL

EXECUTIVE AMECTOR

THIS AGREEMENT sets forth the ter	rms under wi	ich the Employ	re: will	Darticipate in U	na Cantral Clates
Southeast and Southwest Areas Pension Fund	("Pentiun Fu	nd") and/or the t	Central	States Souther	ast and Southwast
Areas I lealth and Wellare Fund ("Trealth and We	ellare Fund'i li	l accordance wi	th ds co	Tective bargain	ing agraement with
ine Union develing the job classification(s) of:	Drivers,	Warehouse	& Ma	intenance	netto vac bire
job classification covered by the collective barg	athing agreen	nent.			

2, one) (the "Co	The Employer's htribution Period') f	half contribute to the Peni or each Covered Employs	Hon Fund per WEI se at the following rai	SK cs:	_week/day/hour (choose
	Effective Date:	04/01/04	Rate:	\$21.00	
	Effective Date:	04/01/05	Rale: _	\$30.00	<del></del>
	Effective Date:	04/01/06	Rate: _	\$40.00	
	Effective Date:	04/01/07	Rate:	\$49.00	
	Effective Date:		Rate:		
3. Contribution	The Employer : Period") for each C	shall contribute to the He lovered Employee at the f	selth and Welfore Fu	ind per week	Thour (choose one) (the
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	Effective Date:		Rete: - Rete: _		_
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4. Contribution rate changes effer the last Effective Date set forth in peragraphs 2 and 3 shall be determined by each new collective bergaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes eas than the then published rate for the applicable benefit plan or class.

Rate.

Effective Date:

- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike in a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer of the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the eddress specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.
- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s). Contracts Department by certified ma. (return receipt requested) at the address specified above. Any agreement or under standing which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall along remain enforceable.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes cesual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

- entitled to recen, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grisvance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hared Covered Employees for a specified waiting period, no combinations shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a reemployed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. 5104.3.
- On or before the 15th day of each month, the Employer must report to this Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, taypils of terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer's hall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expanses of collection incurred by the Fund(e), including, but not limited to, attorneys' fees and costs and b) at the unition of this frustees or their delegated representative, the payment of contributions that accrue after the Emphysic has become delinquent shall be accolerated so that the contributions ower! for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer falls to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, teaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional binings that result from the review of the records, all costs bearing by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' (see and costs incurred by the Fund(s).
- The Trustess shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievence/arbitration procedure set forth in any collective bargaining agreement.
- The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulketin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.
- This Agreement shall in all respects be construed according to the laws of the United States. In all, actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect definquent contributions or to conduct sudds, the litinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of ilmitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employers Labridy.
- This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agraement shall control.

Canteen Vending Service	es .	
Employer Name		Local Union No.
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of the Treasury		Redacted by U.S. Department
		of the Treasury
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OMALA NE 68	127	
Complete Address of Employer		•
( 402) 572-3150 Telephone Number	(402) 592 - 207 Fax Number	
Federal Employer Number 56-	1874931	
<del></del>		
If the Employer is signatory to a Nat	ional or Group Contract, Indic	ale the name of such Confract:
le the Employer on Rinerant constru	clion company working on a c	roject or on a seasonal basis: Yes No
rev. 09/00		



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ACCOUNT NUMBER: 1721630-0602-0200-A

THIS AGREEM	ENT sets forth the terms	under which the Employe	er will participate in the Centra	al States, Southeast and
			, Southeast and Southwest A	
Fund ("Health and Welfa	ire Fund") in accordance	with its collective bargaining	ng agreement with the Union o	covering the following Job
classification(s): Service	e and service utility, main	tenance and maintenance	utility and stock room employ	ees

and any other job classification covered by the collective bargaining agreement.

- 1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.
  - 2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

Effective Date:	09/01/2011	Rate:	\$128.50
Effective Date:	09/01/2012	Rate:	\$132.80
Effective Date:	09/01/2013	Rate:	\$13B.10
Effective Date:	09/01/2014	Rate:	\$143.60
Effective Date:	09/01/2015	Rato:	\$149.30

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

Effective Date:	09/04/2011	Rate:	\$237,00		
Effective Date:	09/02/2012	Rate:	\$255,00	 	
Effective Date:	09/01/2013	Rate:	\$270.00	 	
Effective Date:		Rate:		 	
Effective Date:		Rate:		 	

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) rolates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remaining unit.

When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively climinate the duty to contribute to the Pension Fund during the stated term of a collective bargsining agreement that has been accepted by the Pension Fund.

Fax: 847-518-9773

- For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the montes due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining egreement.
- The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

CENTRAL STATES

Fax: 847-518-9773

Jun 8 2012 8:39

P. 04

MAY/14/20:2/MON 02:26 PM Teamsters LOCAL 200 CENTRAL STATES Fax:847-518-9773

FAX No. 414 771 5850 Nay 9 2012 14:02

IN WITHESS WHEREOF, said Employer and Union have caused this instrument to be executed by their it, by authorized representatives, the day and year first above written.

	700	
Department	Redacted by U.S. Department of the Treasury	
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ication Number		
	Department  2012  Tax Number	Department  Redacted by U.S. Department of the Treasury  2 18, 2012  Date  Fax Number



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

DEC 1 9 2011

COMYFACT DEPARTMENT

ACCOUNT NUMBER: 1721630-0602-00075/00200-A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Service and service utility, maintenance and maintenance utility and stock room employees.

and any other job classification covered by the collective bargaining agreement.

- 1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.
  - The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

Effective Date:	9/1/2011	Rate:	\$126.50
Effective Date:	9/1/2012	Rate:	\$132.80
Effective Date:	9/1/2013	Rate:	\$138.10
	9/1/2014	Rate:	\$143.60
Effective Date:		Rate:	\$149.30
Effective Date:	9/1/2015	Mate.	

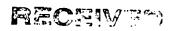
The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

Effective Date:	9/4/2011	Rate: \$237.00	 	
Effective Date:	9/2/2012	Rate: \$255.00	 	
Effective Date:	9/1/2013	Rate: \$270.00	 	
Effective Date:		Rate:		·
Effective Date:		Rate:	 	

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, s'rall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time err ployee covered by a collective bargaining agreement requiring contributions to the Fund(s) and Includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

CANTEEN VENDING	Local Union No.
edacted by U.S. Department f the Treasury	Redacted by U.S. Department of the Treasury
12/5/11	11/1/2011
Date	Date
1009 S MAIN ST	
OSHKOSH, WI 54903	
Complete Address of Employer	
Telephone Number Fax Number	<del></del>
Federal Emp'oyer Identification Number	<del>_</del>
If the Employer is signatory to a National or Group Contract	, indicate the name of such Contract:
	No. X
Is the Employer an itinerant construction company working	on a project or on a seasonal basis? Yes No



DEC 1 9 2011

CCRI Depan: .....t

# PARTICIPATION AGREEMENT CENTRAL STATES, SOUTHEAST AND SOUTHWASTER PENSION FUND 29 RAST MADISON ST. ROOM 401 CHICAGO, ILLINOIS 60602 TELEPHONE ST 2-8705

day of 1966 by and between the employer and the Union signatory hereto by their duly authorized representatives.

#### WITNESSETH:

WHEREAS, the Union and the Employer have entered into an Agreement which provides for participation in the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND in order to obtain retirement benefits for employees represented by the Union and employed by the Employer.

NOW, THEREFORE, For and in consideration of the premises and mutual covenants herein contained, and the acceptance of the parties as participants by said Trust Fund, the Union and the Employer hereby agree as follows:

- 1. The Union and the Employer agree to be bound by, and hereby assent to, all of the terms of the Trust Agreement creating said CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION PUND, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and rules adopted.
- 2. The Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under said Trust Agresment and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.
- 3. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.
- 5. The Employer agrees to make contributions as required of all other contributory Employers as follows:

The Employer shall contribute to the Central States
SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of \$ 2.4 per
week for each employee covered by the collective bargaining agreement, said sum to be increased to \$, effective, increased
to \$, effective, increased to \$ effective
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IN WITNESS WHEREOF said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above writtan.

SAMMY DAIRERS Suc

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Menomonie, Wisconsin

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# CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938

PHONE: (847) 518-9800

	A	CCOUNT NUMBER: _		
Southwest Are Fund ("Health	eas Pension Fund ("Pei and Welfare Fund") in	nsion Fund") and/or the Ce accordance with its collective	ntral States, \$ /e bargaining	will participate in the Central States, Southeast and Southeast and Southwest Areas Health and Welfare agreement with the Union covering the following job
and any other	job classification covere	d by the collective bargaining	ng agreement	
Welfare Fund adopted by the	and all amendments si	ubsequently adopted as we	il as all rules	ement(s) of the Pension Fund and/or the Health and and regulations presently in effect or subsequently Employee Trustees and their successors.
2.	The Employer shall c	ontribute to the Pension Fu	nd for each Co	overed Employee at the following rates:
	Effective Date:	9-4-2014	Rate:	43.40 per Day
	Effective Date:		Rate:	
	Effective Date:		Rate:	
	Effective Date:		Rate:	
	Effective Date:		Rate:	
3.	The Employer shall co	ontribute to the Health and I	Nelfare Fund	for each Covered Employee at the following rates:
	Effective Date:	9-4-2014	Rate:	10.10 per Hour
	Effective Date:		Rate:	
	Effective Date:		Rate:	
	Effective Date:		Rate:	<del></del>
	Effective Date:		Rate:	

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels If the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of Interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even If the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the pnor month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

Conduit Constructors LLC	Local Union No. 525
Redacted by U.S. Department	
of the Treasury	
	Representative Signature
	Printed Name and Title
Dec 3.2014	
Date	Date
11704 Reames Road_	
Charlotte, NC 28269 Complete Address of Employer	
704-598-5684 704-598-5683 Telephone Number Fax Number	
Federal Employer Identification Number	
If the Employer is signatory to a National or Group Contract, indi	icate the name of such Contract:
Is the Employer an itlnerant construction company working on a	project or on a seasonal basis? Yes No

# RECEIVED

JAN 1 5 2015

CONTRACT DEPARTMENT



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

EMPLOYEE TRUSTEES FRED GEGARE JERRY YOUNGER GEORGE J. WESTLEY CHARLES A. WHOBREY

EMPLOYER TRUSTEES HOWARD MEDOUGALL ARTHUR H. BUNTE, JR. TOM & VENTURA GARY F. CALDIVELL

EXECUTIVE DIRECTOR THOMAS C. NYHAN

in accordance w	AGREEMENT sets forth the terms under Pension Fund") and/or the Central State rith its collective bargaining agreement ication covered by the collective bargain	with the Linear course	will participate in the Cent uthwest Areas Health and ring the following job clas	ral States, Southeast and Southwest Melfare Fund ("Health and Welfare F sification(s):ani	Areas Fund") d any
1. Fund and all amo of the Fund(s) a	The Union and Employer agree to be endments subsequently adopted as well nd accept the respective Employer and	bound by the Trus as all rules and reg Employee Trustees	t Agreement(s) of the Per ulations presently in effec and their successors.	nsion Fund and/or the Health and W t or subsequently adopted by the Tru	'elfare Is <b>tee</b> s
2.	The Employer shall contribute to the			t the following rates:	
	Effective Date: 04/01/08		\$ 85.00		
	Effective Date: 04/27/08	_ Rate:	\$ 91.80		
	Effective Date: 04/01/09	_ Rate:	\$ 99.10	_	
	Effective Date: 04/01/10	Rate:	\$107.00		
	Effective Date: 04/01/11	_ Rate:	<b>\$</b> 11 <u>5.60</u>	<del>_</del> _	
	Effective Date: 04/01/12		\$124.80		
	Effective Date: 04/01/13	Rate:	\$134.78	<del></del>	
3.	The Employer shall contribute to the I	Health and Welfare	Fund for each Covered E	imployoo at the fallencia	
	Effective Date: <u>N/A</u>		and for each covered E	·	
	Effective Date:			_	
	Effective Date:	<del></del>			
	_			-,	
agreement, the conew collective bar bargaining agreen	Contribution rate changes after the laing agreement and such rate changes shibut on rates during the periods when a portribution rate required to be paid after gaining agreement or the termination of nent. However, the Trustees reserve the the applicable benefit plan or class.	new collective bargatemination of a coll	ining agreement is being ective bargaining agreem	parties may execute an interim agreen negotiated. In the absence of an inte ent and prior to either the execution	nent erim of a
of the Employer ar is no longer obliga Contracts Departn Employer is no lon status or d) the da in both the Pension	This Agreement and the obligation to ment except no contributions shall be due and the Employer's obligation to pay contribute of their decision ted by a contract or statute to contribute ment at the address specified above seger obligated to contribute or c) the date te the Union's representative status term a Fund and the Health and Welfare Fund. In the city with respect to the other Fund. In the lind unit this Agreement shall remain in	ributions shall not te to the Employer spe to the Fund(s) and to the Fund(s) and to the NLRB certifies the NLRB certifies a minates through a va-	ss the Union and the Empleminate until a) the Trust ecifying the date of termin the Fund(s) have received with return receipt request the result of an election the alid disclaimer of interest	loyer mutually agree in writing otherwises decide to terminate the participal ation of participation or b) the Employal a written notice directed to the Functed which describes the reason why at terminates the Union's representation the event the Employer participal	vise. ation byer d(s)' the ative sites

accepted by the Pension Fund.

part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s). Contracts Department by certified mail (return). receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been

- For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes cast all employees (r.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s). The Employer agrees to remit contributions on behalf of each Covered Employee for all y period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting penod. If required by the applicable collective bargaining agreement, contributions shall also be made
- On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following N onday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

- The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- The Trustees shall not be required to submit any d'spute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

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the day and year first above written.	sed this Instrument to be executed by their duly authorized representatives,
CONDON TRACKING LLC	T ( 10 9
Redacted by U.S. Department	Redacted by U.S. Department
F of the Treasury	of the Treasury
Printed yearne and True	P
21+109	3130109
Date	Date
18245 AMfely In	
South fund and 46637	received
Complete Address of Employer	
574 271-8984 S14 271-8984 Telephone Number Fax Number	APR 1 5 2009
4 W- 11 11 297	CONTRACT
Federal Employer Identification Number	DEPART ANT
If the Employer is signatory to a National or Group Contract, indicate the	e name of such Contract Heavy, Highway, Railroad, and Underground
Utility Contracting Agreement between Highway, Heavy, and Utility Div	
Is the Employer an itinerant construction company working on a project	tor on a seasonal basis: Yes No



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

		ACCOUNT NUMBER:	1785500-0105	-00580A		_		
Fund ("Health classification(s	as Pension Fund ("Pe and Welfare Fund") in ): <u>Driver - Yard - Ope</u>	Şec	Central States, ective bargaining to A to A to T	Southeast an agreement was reight of cb	id So vith t T	outhwe the Uni	st Areas on cover	Health and Welfare
and any other j	ob classification cover	ed by the collective barga	nining agreemen					
1. Welfare Fund adopted by the	and all amendments s	oloyer agree to be bound subsequently adopted as s) and accept the respect	well as all rules	and regulati	ons	preser	ntly in eff	fect or subsequently
2.	The Employer shall	contribute to the Pension	Fund for each C	overed Empir	oyee	at the	following	g rates:
	Effective Date:	07/18/2011	Rate:	\$38.20/day	5	dav	max	
	Effective Date:	07/16/2012	Rate:	\$40.10/day			max	_
	Effective Date:	07/15/2013	Rate:	\$41.70/day	5	day	max	_
	Effective Date:		Rate:					_
	Effective Date:	<del></del>	Rate:					
3.	The Employer shall	contribute to the Health a	nd Welfare Fund	for each Cov	rerec	d Empk	oyec at t	he following rates:
Effective Date:		Rate:						
Effective Date:		Date						
Effective Date:								-
Effective Date:		Date						
Effective Date:		Date						
4.		anges after the last Effect and such rate changes st						

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an Interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the bargaining unit.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

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- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

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9/19/11	
	8-11-11
P.O. Box 2229	eate
Kalamazoo, MI 49003	Barren Ally
269.342.0136 269.384.0974	SEP 0 7 2011
Telephone Number Fax Number  38-1282031	OLEGATMENT
Federal Employer Identification Number	

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CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER:

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other job classification covered by the collective bargaining agreement.

- 1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.
  - The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

Effective Date:	March 31, 2010	Rate:	\$59.80 per week	
Effective Date:	March 31, 2011	Rate:	\$64.60 per week	_
Effective Date:	March 31, 2012	Rate:	\$68.50 per week	_
Effective Date:		Rate:		
Effective Date:		Rate:		

3. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

Effective Date:	 Rate:	
Effective Date:	 _ Rate:	
Effective Date:	Rate:	
Effective Date:	 Rate:	
Effective Date:	 Rate:	

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until—a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's Ilability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

Contractors Ready MZ	916 Local Union No.	
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury	
Rej Prij		
- t/22/2010	4/21/10 4-22-10	
Po Box 56	Date	
10 00% 3.0		
Lincoln, U. 62656		
Complete Address of Employer		
217-735-2565 217-735-1099		
Telephone Number Fax Number		
37-1088682		
Federal Employer Identification Number		
If the Employer is signatory to a National or Group Contract, India	cate the name of such Contract:	
Is the Employer an itinerant construction company working on a	project or on a seasonal basis? Yes	No X

RECEIVED

APR 2 7 2010

CONTF ACT DEPARTMENT

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CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

CONVENTION DISTRIBUTION

	,	ACCOUNT N	UMBER: .18	2 <u>7025</u> -	-0102-00600A	_
OUGUIWESI ARE	eas Pension Fund ("Pe and Welfare Fund") in	ension Eutod'i :	lested') ant 30/000	States	Southeret and Co.	he Central States, Southeast and this state of the state
and any other	job classification cover	red by the colle	ctive bargaining a	reemen	t.	
t. Welfare Fund adopted by the	ano an amendmen s	subsequently a	idopied as well as	ali ruie:	s and reculations o	ension Fund and/or the Health and resently in effect or subsequently es and their successors.
2.	The Employer shall	contribute to th	e Pension Fund fo	и евсь С	lovered Employed a	at the following rates:
	Effective Date:	April 1, 2008		Rate.	5 36.70	
	Effective Date:	April 1, 2009	·	Rate:	\$ 39.60	
	Effective Date:	April 1, 2010		Rate:	\$ 42.80	
	Effective Date:	April 1, 2011	<del></del> _	Rate:	\$ 46.20	
	Effective Date:	April 1, 2012		Rate:	\$ 49.90	<del></del>
3.	The Employer shat!	contribute to th	e <b>Hea</b> lth an <b>d We</b> f	are Fund	for each Covered (	Employee at the following rates:
Eñective Date:	April 1, 2008	Rate:	\$ 237.70			
Effective Date:	April 1, 2009	Rate:	\$ 251.70			
Effective Date:	April 1, 2010	Rate:	\$ 265.70			
Effective Date:	April 1, 2011	Rate:	Rate to Maintain C6			
Effective Date:	April 1, 2012		Rate to Maintain C6			

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective pargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Func(s); b) an agreement that purports to prespectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective pargaining agreement explicitly excudes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managenal or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtune pay, hol'day pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to litness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (Including, but not limited to new bires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a definquency, a) the Employer shall be obligated to pay interest on the monles due to the Fund(s) from the nate when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not Ilmited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer thal fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's flability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.



CENTRAL STATES, SOUTHEAS I AND SOUTHIVEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINGIS 20018-4935 PHONE: (947) 513-7500

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THIS S uprivest Ar job clasbifon	ACREEMENT se eas Parsion Fund onts) ofSoc	is forth die terms unda (Perwina Fund) haar 194 - 299 - Expr <sub>12</sub>	r work the Co Sissing with its ( <u>fion lig</u> t	oloyar wili pi collective en 소울기다.	ample to the Central States, States are not the action observed the
		Greed by the collect in t			• • • • • • • • • • • • • • • • • • • •
1. Subjectionally accept the res	TOUR TOUR DESCRIPTION OF THE	F Euroloyes equee to be 27 roms and ingulations ind Euroployee Trustees a		MC1 MC	ent of the Pyrision Fund, and all surverditients about of the Fried and and adopted by the Trustage of the Fried and
2.	The Employers	shall contribute to the Pe	ssion Fund for e	ar 5 Covered (	Employee at the following rates:
	Effective Stating	6-1-14	Kare	12.60	Regular Employees
		6-1-14	ltat	3.60	Casual Employees
absence of an prior to either ton the last day the contribution	bushing contribution interim agreement, the execution of a month terminated or rate is or becomes	on rates during the perion rates during the perion rate recontribution rate recommendation of the participant of the perion and the objection is not the perion of the per	all be incorporated when a new quired to be pa a signerment or seenent. However the district of the control of	of the first of the Arrocal of the termination ver, the Truste applicable of the Frederick	all and the second second
a) the Trustees longer obligated	in writing otherwise date de to terminate to contract or contract	a Salke except no circ b. This Agreement and to the Agricement and pro statute to contribute in the	ir truions shari the Employar's rvide written not he Euch and th	Produce String obligation to p ace of their dec or French has m	an continue after the terministics of a collective is a still e unless the Union and the Employer ay contributions shall not terminate unit a major pasion to the Employer or b) the Employer is no received a written notice directed to the Fund's receipt requested which describes the reason

When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund's Contracts Department by certified mail (return receipt inducested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been sexwritted to the Fund as induced by this paragraph, shall not be binding on the Trustees and this Agreement and the whitein agreement(s) that has both submitted to the Fund shall alone remain enforceable. The following agreements shall not be valid, a) an agreement that purposts to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund; b) an agreement that purposts to prospectively reduce the contribution rate payable to the Pension Fund or collective bargaining agreement that has been accepted by the Pension Fund.

why the Employer is no longer obligated to contribute or o) the date the NLRB certifies the result of an election that terminales the Union's representative status terminates through a value disclaimer of interest.

- 6. For curposes of this Agreement, the term "Covered Employee" shall mean any full-time or port-time employee covered by a collective fundanting agreement requiring corp occurrent to the Fund and thirden casual employees (i.e., short term employees who work for understand to fregular duration). Occurred Employee shall not include they be become employed in a manuscript of supervision capacity of any person employed for the principal purpose of stitating benefits from the Fund.
- The Employer agrees to remit combitions on belief of each Covered Employee for any bornd the the received, or a control to importation (regardless of whicher the engloyment relationship is terminated), including above the pay, overtime pay, heliday has, disability or illness pay toyoffises erance dogs vecation pay or the payment of wayer which are the result of any Mational Lot or Relations. Beard proceeding, innevented urbitation proceeding or other logal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hited Covered Employees for a specified working period, no contributions shall be due with the Covered Employee combletes the specified working period. If required to the applicable received by mining agreement, contributions shall be also be added to the Fund on beautiful any Covered Employee who is not workles.

due to Unessist injury over if the Concred Employee is not ended to compensation. The Firstoyer shall play any continuous a that would have otherwise been paid on any Occared Employee who is a re-employee service in employee or fear or varyer mention but for his cardisence outfind a period of uniformed service as distinct at 10 C.F.F. §10.13.

- On in defere the 15th day of each month, the amployer must report to the Ford axis change in the Covered Europeys weakforce (including, but not limited to new tires, layer's or tern nations) which encoursed being the province and must pay all contribution, would for the pion month. In the event of a deliminating, a) the Employer shift he obligated to pay interest on the another due to the forms the date when payment was due, to the date when the payment is made, tripeties with all shariness of collection in sured to the Fund, including, but not imfield to, estermiyet fees and costs and till be the option of the tripeties or that decigated topies charities, the payment of contibutions that another after the Employer has become delinquent shall be authorized that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. The tripeties reserve the right to reminate the participation of any Employer that takes to the cypa; required contributions.
- 9. The Employer shall provide the Trunkes with access to its payroll records and other pertnent records with observable by the Find. If eightion is required in other obtain access to the Employer's records on to obtain a little satisfact being the fund in conducting the review of the conduction, officests incurred by the Fund in conducting the review shall be and by the Employer and the Employer and the transfer access to the Fund.
- 10. The Builtimes and the Bersald residence submit may discuss concenting the Employer's obligation to pay committee any gridwards extraction procedure sectors in any collective bargain as presented.
- 11. The Employer asknowledges that it is aware of the Fund's adverse struction roles (including Special Balletin 50-7) as diagraps that while this Aprendent removal in effect it will not enter into only agreen enter engage in any promise that wolnes the control enforcement are notice.
- 12. It is Agreement shall in all respects tie construed a upmany to the laws of the United States. In all actions tuned by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contract or to conduct audits, the lundicated with respect to any propriet contributions shall supply. The Employer agrees that the statute of limitations shall not begin to accrue that the propriet in any propriet contributions until such tare as the Fund receives actual written notice of the existence of the employer's liability.
- 13. This Agreement may not be modified or tarminated victious too aritten consent of the Fund. To the extent there exists any conflict between any provisions of this Participation Agreement and any provision of the collective bargaining agreement in a Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

CONVENTION AND	SHOW SERVICES, INC.	299	
Redacted by U.S. Depart of the Treasury	ment	Redacted by U.S. Department of the Treasury	
Date		Pare	
1250 John A. Papalas Lincoln Park, MI 431		RECEIVED	
Complete Audress of Employer 313 386-5555	313 386-2048	AUG 0 8 2014	
Te ephone Number 28-2482434	Fax Number	CORTRACT DEPARTMENT	
Finderal Employer Mumber of the Employer is selectory to a fi	ial ortal or Group Contrast, Indeposes	the name of such Congress	
is the Entacyer a construction of const	nictics, symbany warang on a page	precional seasonal basiating en 🔀 200	



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

		į.	ACCOUNT N	UMBER:	1843200-0501	<u>-41-B ·                                     </u>	
THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast an Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfar Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following jo classification(s): Shop Employees							
and any	i terllo	ob classification cover	ed by the collec	ctive bargai	ning agreement		
Welfare adopted	1. Fund a l by the	and all amendments to Trustees of the Fund(	subsequently a (s) and accept t	dopted as he respecti	well as all rules ve Employer an	sement(s) of the Pension Fund an s and regulations presently in effe d Employee Trustees and their su	ccessors.
	2.	The Employer shall	contribute to th	e Pension l	Fund for each C	lovered Employee at the following	rates:
		Effective Date:	07/27/08		Rate:	\$57.40/day + \$1.20/day 401H	
		Effective Date:	08/02/09		Rate:	\$61.80/day + \$1_20/day 401H	
		Effective Date:	08/01/10		Rate:	\$66.60/day + \$1.20/day 401H	-
		Effective Date:			Rate:		
		Effective Date:			Rate:		
-	3.	The Employer shall	contribute to th	e H <b>eal</b> th an	id Welfare Fund	I for each Covered Employee at th	e following rates:
Effective	Date:	08/03/08	Rate:	\$251.70 / v	veek		
Effective	Date:	08/02/09	Rate:	\$265.79/w	veek		
Effective	Date:	08/01/10	Røte:	\$279.70 / w	veck	·	<u> </u>
	Date:		Rate:				
Effective							

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status er d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the bargaining unit, this Agreement shall remain in effect with respect to the bargaining unit.

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- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mall (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trusteer and this Agreement and the written agreements) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or finess pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to attempts' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bufletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the liftings ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accure with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

Redacted by U.S. Department of the Treasury

2/5/09

Date

2345 GRAND # 400

XANSAS C'TY MD 64/08

Complete Address of Employer

816-983-5000

Telephone Number Fax Number

73-09340//
Federal Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes No X

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CONTRACT



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938

PHONE: (847) 518-9500

ACCOUNT NUMBER: 1843200-0601-89-C

Southwest Areas Pension Fund ("Pension Fund") and Fund ("Health and Welfare Fund") in accordance with i	er which the Employer will participate in the Central States, Southeast and for the Central States, Southeast and Southwest Areas Health and Welfare its collective bargaining agreement with the Union covering the following job
classification(s): Office/Clerical	

and any other job classification covered by the collective bargaining agreement.

- The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.
  - The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates: 2.

Effective Date:	06/01/08	Rate:	\$85.00 per week
Effective Date:	08/03/08	Rate:	\$91.80 per week
Effective Date:	08/02/09	Rate:	\$99.10 per week
	08/01/10	Rate:	\$107.00 per week
Effective Date:	06/01/10		
Effective Date:		Rate:	

The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates: 3.

Effective Date:	06/01/0B	Rate:	\$237.70 per week	 	
Effective Date:	08/03/08	Rate:	\$251.70 per week	 	
Effective Date:	08/02/09	Rate:	\$265.70 per week	 	
Effective Date:	08/01/10	Rate:	\$279.70 per week	 	
Effective Date:		_ Rate:		 	

- Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer falls to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If Iltigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

CENTRAL STATES Fax:847-518-9773 Feb 6 2009 13:40 P. 02 CENTRAL STATES Fem: 847-518-9773 Feb 6 2009 9:13 P. 10 IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written. Jack Cooper Transport Company Redacted by U.S. Department Redacted by U.S. Department of the Treasury of the Treasury Complete Address of Employer Telephone Number Fax Number If the Employer is signatory to a National or Group Contract, Indicate the name of such Contract:

NATIONAL MASTER ACTOMOBILE IRANSPORTERS AGRICLANCE

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes

GTORREST WILLIAM CONTINUES FA COLC - 01/7/97/898

-3- P10 :



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER: 1843200-0801-00364A

Fund ("Health	as Pension Fund ("Pi	ension Fund") : n accordance w	and/or the Centra rith its collective t	al States, bargaining	will participate in the Central St. Southeast and Southwest Areas agreement with the Union cover	Liealth and Walfara
and any other j	ob class'fication cove	red by the colle	ctive bargaining	agreemen	i.	<u> </u>
1. Welfare Fund a adopted by the	and all amendments:	subsequently a	idopted as well a	as all rule:	eement(s) of the Pension Fund ar s and regulations presently in eff id Employce Trustees and their si	ect or subsequently
2.	The Employer shall	contribute to th	e Pension Fund	for each C	overed Employee at the following	rates:
	Effective Date:	07/20/2014		Rate:	\$68.40/day = \$1.20/day 401H	
	Effective Date:			Rate:		
	Effective Date:			Rate:		•
	Effective Date:		<del></del>	Rate:		•
	Effective Date:			Rate:		•
3.	The Employer shall	contribute to th	e Health and We	lfare Fund	for each Covered Employee at the	ne following rates:
Effective Date:	07/20/2014	Rate:	\$305.70/week			
Effective Date:	08/03/2014	Rate:	\$325.70/wook			<del></del>
Effective Date:	08/02/2015	Rate:	*\$345.70/week			
Effective Date:		Rate:				
Effective Date:		Rate:				
* Not to Exceed	·					

- .
- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively oliminate the duty to contribute to the Pension Fund during the stated term of a collective bargalning agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquont shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

Jack Cooper Transport Co Inc	Local Union No.
lacted by U.S. Department ne Treasury	Redacted by U.S. Department of the Treasury
Printed Name and Little	Printed Name and Title
8-25-14	8-18-2014
Date	Date
1100 Walnut St. Stc 2400	
Kansas City MO 104106 Complete Address of Employer	
816-983-4000 816-983-5000	
Telephone Number Fax Number	
73-0493030	
Federal Employer Identification Number	
	e the name of such Contract:



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDMEALTH AND WELFARE FUND 9377 IVEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

DU D. J MINTO

EXECUTATE DIFECT DE

employee trustees
fray cath
Joe orbit
Jerry Touncer
Georife L'aterey
Prepé Word

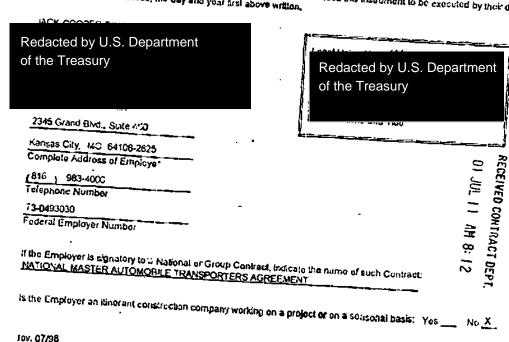
EMPLOYER TAUSTS US HOWARD IN DOUGHE

THIS AGREEMENT sots forth the terms under which the Employer will participate in the Central States. Southeast and Southwest Areas Pension Fund

1. The Union and Employer the Heath and Wolfare Fund, all rules and like Fund(s) and accept the respective Em	spired to be bound by the Trust Ag.	reemant(s) of the Persion Fund and/or obsequently adopted by the Trustaes of their successors
2. The Employer shall contribution Period") for each C	outs to the Pension Fund per On Covered Employee at the following re	=
Effectivo Date:June 4, :	2004	\$35.20
Effective Date: June 1, 1	2002 Rate:	\$36,80 -
Effective Date:		
Effective Date:	_	
Effective Date:	•	
<ol> <li>The Employer shall contrit if each Covered Employee at the following</li> </ol>	handhan a	1 per week (the "Contribution Period")
Effoctive Date: June 4, 20		\$175.70
Effective Date:June 1, 20	199	To Be Determined
Effective Date:		
Effective Date:	<del>-</del>	
Effective Date:	<del></del> -	<del></del>

- bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interm agreement instablishing contribution rates during the periods when a new cofective bargaining agreement is being negotated. In the absence of an Interim agreement, the contribution rate required to be paid after termina on of a cullective bargaining agreement and prior to eithor the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the forminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer multivally agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate unit ether a) the Trustees dockle to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer opligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Wolfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in
- Which a new collective hargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly sulveit the entire appearant or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address epecified above. Any agreement or understanding which affects the Employer's contribution obsigation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trusters and this Agreement and the written agreement(s) that has been submitted to the Fund(8) shall alone remain enforceable.
- For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short lerm employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits

- 5. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holitay pay, disability or illness pay, proceeding, grevance/arbitration proceeding or other kegas proceeding or selflement. If the cathetine Board agreement states that combitations shall not be due on newly fixed Covered Employees for a specified waiting period, no contributions shall be due on the endough of the contributions shall be due on the endough of the specified waiting period. If required by the Employee who is not working agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to litness or kijury even if the Covered Employee is not entitled to compensation. The employer shalf pay any contributions that would have otherwise been paid on any Covered Employee who is a re-
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee worldorce (including, kut not limited to new hires, tayofts or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a definquency, a) the Employee shall be obligated to pay interest on the intended due to the Fund(s) from the date when payment was due, to the temployee when the payment is made, together with all expones of collection incurred by the Fund(s), including, but not funited to, alterneys' togs and costs and b) at the option of the Trustees or their delegated representative, the payment of the dath according after the Employer has become delinquent shall be accelerated so that the contributions owed that calcular week (Sunday through "aburday, shall be due on the following Morday. If the Employer falls to report fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other persinent records when requested by the Fund(s). If libgation is required to either obtain access to the Employer's records or to collect additional billings that result from the renew of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any atterneys' less and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any gnovance/artitration procedure set forth in any collective bargaining agreement. To the extent there exists any conflict between any provisions of this Participation Agreement, this Participation Agreement shall control.
- 12. The Employer acknowledges that it is aware of the Fund(s)" adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not entir rule any agreement that violates
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to codect definquent contributions or to conduct audits, the Illinois ten year written contract statute of funitations shall apply. The Employer ogrees that the statute of funitations shall not bogin to accrue with respect to any unpaid contributions until such time. Fund(s) receive actual written notice of the existence of the Employer's tubinty.
  - 14. This Agreement may not be orally modified or terminated.





CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUNDMEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT. ILLINOIS 60018-4938
PHONE: (847) 518-9800

EMPLOYEE TRUSTEE: RAY CASH JOE ORNE! JERRY YOUNGER GEORGE! WESTLEY

EMPLOYER TRUSTEES HOWARD MEDOUGALI ARTHUR H BUNTE, JR DAVID F, MORRISON TOWN VENTURA DAMEL & 22, JTC

EXECUTIVE DIRECTOR

The Union and e Health and Wolfare Fund, all e Fund(s) and accept the resp.	Employer agree to be bou rules and regulations pres active Employer and Empl	ently in effect or su	ibsequently ado	pled by the Trustees of
The Employer st e) (the "Contribution Period") t	nall contribute to the Pensio for each Covered Employe	n Fund per <u>da</u> e at the following r	Yvates:	week/day/hour (choose
Effective Date:	4/9/01	Rate:	\$33.60*	
Effective Date:	6/1/01	Rate:	35.20*	<u> </u>
Effective Date:	6/1/02	Rate:	36.80*	<del>_</del>
Effective Date:		Rate:		_
Effective Date:		Rate:		
each Covered Emp oyee at th Effective Date:	4/9/01	Rate.	\$167.70	
Cuecase Date.			\$175.70	<del></del>
Effective Date:	6/1/01	Dala•		
	6/1/01	_		to match the
Effective Date:	6/1/02	Rate: _	Increase	to match the master Preight.
Effective Date:		Rate: _		
Effective Date: _	6/1/02	Rate: _	Increase	for 2002

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which effects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.

effect with respect to the other Fund.

contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no tonger obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managenal or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

- The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or liness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period. no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a reemployed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.
- On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions awad for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(a), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions award for each calendar week (Sunday through Saturday) shall be due on the following Munday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If libgation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/artitration procedure set forth in any collective bargaining agreement. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.
- The Employer acknowledges that it is aware of the Fund(s) adverse selection rules (including Special Bullotin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement that wolates the adverse selection rules.
- This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including account to collect definquent contributions or to conduct audits, the Ulinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's flability.
  - This Agreement may not be orally modified or terminated.

JACK COOPER TRANSPORT CO., INC.

Redacted by U.S. Department of the Treasury

Printed Name and Tree JACK COOPER TRANSPORT CC., INC. 2345 GRAND BLVD. SUITE 400

- KANSAS CITY Ro 64108 - 2625 Complete Address of Employer

(916) 983-4000 Talephona Number

73 - 049 30 30 Federal Employer Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract; NATIONAL MASTER AUTOMOBILE TRANSPORTERS AGREEMENT

Redacted by U.S. Department of the Treasury

Printed Name and Title

RECEIVED CONTRACT DEPT. 01 MAY 22 PM 12: 34

is the Employer an itinerant construction company working on a project or on a seasonal basis: Yes \_\_\_\_ No \_X



Effective Date:

#### PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938

PHONE: (847) 518-9800

<u> </u>	A	CCOUNT NUMBER:		
Southwest	Areas Possion Fund ("Pe	nsion Fund") and/or the Cer accordance with its collectiv	ntral States, S	will participate in the Central States, Southeast and Southeast and Southwest Areas Health and Welfare agreement with the Union covering the following job
and any of	ther job classification cover	ed by the collective bargaining	ng agreement	
1. Welfare Fl adopted b	und and all amendments s y the Trustees of the Fund(	subsequently adopted as we s) and accept the respective	II as all rules Employer and	ement(s) of the Pension Fund and/or the Health and and regulations presently in effect or subsequently d Employee Trustees and their successors.
2.	The Employer shall			overed Employee at the following rates: \$232.70
	Effective Date:	July 1, 2010	_ Rate:	
	Effective Date:	July 1, 2011	_ Rate:	\$246.70
	Effective Date:	July 1, 2012	_ Rate:	\$259.00
	Effective Date:	July 1, 2013	Rate:	\$269,40
	Effective Date:	July 1, 2014	Rate:	\$280.20
3	. The Employer shall	contribute to the Health and	Welfare Fund	for each Covered Employee at the following rates:
	Effective Date:		_ Rate:	
	Effective Date:		_ Rate:	
	Effective Date:		_ Rate:	<del>_</del>
	Effective Date:		Rate:	

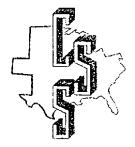
4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the pands when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

Rate:

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of term nation of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mall (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys! fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute conceming the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

Country Fresh, L.L.C.		406
Employer Name		Redacted by U.S. Department
Redacted by U.S. Dep	artment	of the Treasury
of the Treasury		-
Printed Name and Title		Printed Name and Title
•		8/27/10
//-2-20/0 Date		Date
3600 River Road		<u> </u>
Franklin Park, Illinois 6	0131-2185	
Complete Address of Emp	loyer	f the waster
(847) 233-5498	(847) 233-5505	— NOV 1 6 2010
Telephone Number	Fax Number	— 340A × 9 5010
		CUMTMACT — Part minimum
Federal Employer Identific	ation Number	— Facility makes
		indicate the name of such Contract:
Is the Employer an itineral	nt construction company working or	n a project or on a seasonal basis? Yes No



# CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER: 1899700-0206-00449A

	. ′	COOCIAL KOMBEK	. 1033700-0200-	00443A	
Fund ("Health:	as Pension Fund ("Pe	nsion Fund") and/or the accordance with its coll	: Central S.ates, : ective bargaining	Southeast and Sout	e Central States, Southeast and hwest Areas Health and Welfare Union covering the following job
and any other j	ob classification cover	ed by the collective barg	aining agreement	,	
adopted by the	and all amendments t Trustees of the Fund	subsequently adopted as (s) and accept the respec	s well as all rules dive Employer an	and regulations pr d Employee Trustee	
` 2.		contribute to the Pension	Fund for each C	overed Employee a	t the following rates:
	Effective Date:	7/1/2015 - 6/30/16	Rate:	\$148.80 (4%)	· · · · · · · · · · · · · · · · · · ·
	Effective Date:		Rate:		
	Effective Date:		Rate:		<del>-</del>
	Effective Date:		Rate:		
	Effective Date:		Rate:		
3.	The Employer shall	contribute to the Health	and Welfare Fund	for each Covered E	Employee at the following rates:
Effective Date:		Rate:			
Effective Date:		Date			
Effective Date:	<del></del>	Data			
Effective Date:					
Effective Date:		Rate:			

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mall with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Wetfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that vio ates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

Coyne Textile Service	\$	Local Holon No. Truck Drivers Local #449			
Redacted by U.S. De of the Treasury	epartment	Redacted by U.S. Department of the Treasury			
Printed Name and Title		Printed Name and Title			
June 26, 2015 Date		- gover 2015			
111 James E. Casey D Complete Address of Em 716-827-1500	ployer 716-827-1510	_ RECEIVED			
Telephone Number 16-6040758	Fax Number	JUL 0 6 2015			
Federal Employer Identifi	cation Number	CONTRACT DEPARTMENT			
If the Employer is signato	bry to a National or Group Contract,	indicate the name of such Contract:			
Is the Employer an itinera	ant construction company working o	n a project or on a seasonal basis? Yes NoX			



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HUGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

ENPLOYEE TRUSTEES FRED GFG. RE JERRY YOUNGER GFORGE J WESTLEY CHARLES A WHOHREY PRILIP E. YOUNG

EMPLOYER TRUSTEES HOWARD MEDICEGALL ARTHUR H, BLINTE, IR TOM A VENTURA GARY F. CALDWELL CHRISTOPHER J. LANGAN

EXECUTIVE DIRECTOR THOMAS C. NYMAN

 The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2.	The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:		
	Effective Date:	Rate: 91,00)	——
	Effective Date:	Rate: <u>97.40</u>	RECEIVED
	Effective Date: 1-1-08	Rate: 104,20	— маr 1 5 2006
	Effective Date:	Rate:	
	Effective Date:	Rate:	CONTRACT
3.	The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:		
	Effective Date:	Rate:	<u></u>
	Effective Date:	Rate:	<del></del>
	Effective Date:	Rate:	
	Effective Date:	Rate:	
	Effective Dato:	Rate:	<u> </u>

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the "rustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status terminates through a valid disclaimer of Interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this

Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution ob igation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the I lealth and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated) including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Crandell Brothers Trucking	Local Union No. 5
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
X 3-6-06	2-13-06
Complete Address of Emphyer	Date
577 5-13- 2930 577 5-13-7010 Telephone Number Fax Number	
Federal Employer Identification Number	
If the Employer is signatory to a National or Group Contract, ind	ficate the name of such Contract:
Is the Employer an itinerant construction company working on a	project or on a seasonal basis: Yes No

RECEIVED

MAR 1 5 2006

CONTRACT DEPARTMENT



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDMEALTH AND WELFARE FUND 9377 WEST MIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9600 NUMBER OF ACTIONS CHARLES IN MINISTRA CHARLES IN MINISTRA CECHOS TO ACCUSE ENTO GEOTHER ENTO GEOTHER

ENPLOYER PRINTERS INCHARD MECHANIC INCHAR & BINTE IR TOM I YENTURA CANTO CALOMELL CHOISTOM PRINTERS

SHECKLING DISECTOR

THIS AGREEMENT sots forth the terms under which the Employer will participate in the Central States. Southeast and Southwest Areas Persion Fund ("Pension Fund") and/or the Central States. Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s). Think Drivers - Crossett Inc. and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2.	The Employer shall contribute to the	Pension Fund for each Covered Emo	OVER HECEIVED
	Effective Date 12/4/05		<del></del> -
	Effective Date: 12/3/06	Rate <u>64.60</u>	NOV 1 6 2005
	Effective Date 12/2/07	Rate66.40	CONTRACT ——— DEPARTMENT
	Effective Date. 11/30/08		
	Effective Date: 12/6/09	Rate: 70.00 .	
3		Health and Welfare Fund for each Co	overed Employee at the
	Effective Date	Rale	
	Effective Date:		
	Effective Date:	Rate:	
	Effective Oate	Rate:	
•	Effective Date:	Rate:	

- 4. Contribution rate changes after the tast Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interm agreement establishing contribution rates during the periods when a new collective bargaining agreement as being negotiated. In the absence of an interm agreement, the contribution rate required to be pard after termination of a collective bargaining agreement and prior to office the execution of a new collective bargaining agreement, or the termination of this Agreement, shall be the rates in effect on the tast day of the reminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a skrille except no contributions shall be due during a strike unless the Union and the Employer mutbally agree in writing otherwise. This Agreement and the Employer and provide written notice of their decision to the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or ib) the Employer is no longer obligated by a contract or stall to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts stall to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status terminates through a valid disclaimer of interest in the event the Employer participates in both the Penson Fund and the Health and Werfard Fund and the termination referred to the givent the Employer participates in both the Penson Fund and the Health and Werfard Fund and the termination referred to the placetion or disclaimer of interest referred to in C) or diretates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
- 5. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s). Contracts Department by cost field mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the virtical agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid, a) an agreement that purposts to retractively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s), b) an agreement that purposts to prospectively reduce the contribution rate payable to the Pension Fund of c) an agreement that purposts to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

covered by a collective trangelining agreement requiring commutations to the Fund(s) and includes casual emptoyees (i.e. short term employees who work for uncertain or irregular duration) except a casual employees shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective pargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managemal or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period horshal receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overame pay, haliday pay, disability or liness pay, tayoritiseverance pay, vacation pay or the payment of wages which are the result of any National Eabor Relations Board proceeding, grievance/arbitration proceeding or other legat proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly filled Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If reduied by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to liness or Injury even If the Covered Employee who is not working due to liness or Injury even If the Covered Employee who is not working due to liness or Injury even If the Covered Employee shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employee who is a re-employee and the service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C F R. § 104.3.
- On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not smitted to new three layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the phor month. In the event of a desirquency, a) the Employer shall be obligated to pay interest on the months due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not similar to attorneys less and costs and b) at the option of the Trustees or their delegated representative, this payment of contributions that accrue after the Employer has become definiquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Salurday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer shall be pay the contribution in bised by the Health and Welfaro Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that tails to timely pay required contributions.
- The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If frigation is required to aither obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to lay commoutions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Butletin 90-7) and agrees that white this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the taws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to cortect deinquent contributions or to conduct audits, the Illinois ten year written contract statute of imitations shall apply. The Employer agrees that the statute of imitations shall not begin to accrue with respect to any unpaid combutions until such time as the Fund(s) receive actual written notice of the existence of the Employer's Tability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there musts any confect between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duty authorized representatives, the day and year first above written.

m,
Local Lines No. 749
Redacted by U.S. Department
of the Treasury
· · · · · · · · · · · · · · · · · · ·
11/7/05
Date
,
RECEIVED
NOV 1 6 2005
CONTRACT
ndicate the PShie of such Contract.



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER: 1942300-0107-00512A/B

Welfare Fund and a adopted by the Trust	Union and Employed amendments subsections of the Fund(s) a	er agree to be I	_	_		and the fact of
Welfare Fund and a adopted by the Trust	l amendments subs ees of the Fund(s) a	er agree to be I sequently adop	bound by the T	Touch Aara		
o The		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	respective Em	ployer and	d Employee Trustees a	on Fund and/or the Health ar ently in effect or subsequent and their successors.
Z. 1110	Employer shall con	tribute to the P	ension Fund f	or each C	overed Employee at th	e following rates:
<del>-</del> .		February 27, 2		Rate:	\$246.70	<u> </u>
	_	March 4, 2012		Rate:	\$259.00	
		March 3, 2013		Rate:	\$269.40	
				Rate:		
	Effective Date:			Rate:		
	Effective Date: _				_	
3. Th	e Employer shall co	ntribute to the I	Health and We	Ifare Futho	d for each Covered En	nployee at the following rates
Effective Date: Fe	bruary 27, 2011	Rate: _	\$281.70			
	arch 4, 2012	Rate	\$295.70*			
	arch 3, 2013	Rate:	\$309.70°			
Effective Date:		Rate:				
Effective Date:	N PLAN; NOT TO E	Rate: _				

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees Agreement shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the night to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) that Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or by certified to the Fund(s).

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the pay, not pay not pay a settlement. The collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay Interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

CROWLEY LINER SERV. INC.	
Redacted by U.S.  Department of the Treasury  R	Redacted by U.S. Department of the Treasury Re
Printed Name and Title	Printed Name and Title
8 19 11 Date	Date
Complete Address of Employer	AUG 3 0 2011
Telephone Number Fax Number	CONTRACT Department
Federal Employer Identification Number	_ <del></del>
If the Employer is signatory to a National or Group Contract N/A	t, indicate the name of such Contract:
Is the Employer an itinerant construction company working	on a project or on a seasonal basis? Yes No X





CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDMEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800 CHARLES T ANGLES WALLES WALLES ANGLES WALLES 
Canal Cydness Congra Suria C

ENICY FAT PRECTOR

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States.
Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest
Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement
with the Union covering the job classification(s) of: Trade Show Employers and any
other job d'assilication covered by the collective bargaining agreement.

- 1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Weifare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.
- 2. The Employer shall contribute to the Pansion Fund per Hour week/duy/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates.

Effective Date: Jan 1, 2004

Effective Date: Janl, 2005

Effective Date: Jan 1, 2006 Effective Date: Jan 1, 2007

Effective Date: Jpd. 2008

Raise: \$390

ate: \$4,70

Raier \$4,95

3. The Employer shall contribute to the Health and Welfare Fund per weekthour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

Effective Date:

Effective Date:

Effective Date:

Effective Date:

Rate: Rate: Rate:

- determined by each new corrective bargaining agreement and such rate changes static a determined by each new corrective bargaining agreement and such rate changes static a determined by each new corrective bargaining agreement and such rate changes static a determinant. The parties may execute an interim agreement establishing contribution rate required to be paid after termination of a collective bargaining agreement the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in affect by her agreement, and the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels of the contribution rate is or becomes less than the then published rate for the applicable benefit claim or class.
- This Agreement and the obligation to pay contributors to the Fund(s) The Contribution the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Urion and the Employer mutually agree in willing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either at the Trustees deade to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified about a sent by certified mail with return receipt requested which classifies the Pension why the Employer is no longer obligated to contribute. In the event the Employer pancipates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.
- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)" Contracts Department by certified in lift (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

- The Employer agrees to romat contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due an newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period, no contributions shall be due until the Covered Employee who is not the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay alt contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, alterneys' fees and costs and b) at the op on of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer falls to report changes in the coverad workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, teaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records twhen requested by the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/artitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Suitetin 90-7) and agrees that write this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.
- 13. This Agreement shall in all respects be constitued according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to corect detinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apoly. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's trability.
- 14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duty authorized representatives, the day and year first above written.

#### CZARNOWSKI DISPLAY SERVICE, INC.

rev 09/00

of uniformed service as defined at 10 C.F.R. §104.3.

Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
ZZAKNUNSKE EXHIBITS 2287 S. GLUE ISLAND AVE	
CHICAGO. 1. 60608	<b>-</b>
Complete Address of Employer	RECEIVED
1131 241-1500 1731 241-3790 Telephone Number Fax Number 21 - 21 0 2 3 426	MAY 1 4 2004
36-2695389 Federal Employer Number	CONTRACT DEPARTMENT

is the Employer an itinerant construction company working on a project or on a seasonal basis: Yes No X



## CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938

PHONE: (847) 518-9800

ACCOUNT NUMBER:

Southwest A Fund ("Healt	reas Pension Fund ("Pe	ension Fund") and/or	the Central States, !	will participate in the Central S Southeast and Southwest Area agreement with the Union cove	s Health and Welfare
nd any othe	er job classification cover	ed by the collective b	pargaining agreement		
dopted by the	d and all amendments s he Trustees of the Fund(	subsequently adopted s) and accept the res	d as well as all rules pective Employer and	ement(s) of the Pension Fund a and regulations presently in e d Employee Trustees and their s	ffect or subsequently successors.
2.				overed Employee at the following	ng rates:
	Effective Date:	04/01/14	Rate:	\$142.90 PER WEEK	
	Effective Date:	04/01/15	Rate:	\$151.50 PER WEEK	_
	Effective Date:	04/01/16	Rate:	\$157.60 PER WEEK	_
	Effective Date:	·	Rate:		
	Effective Date:		Rate:		_
3.	The Employer shall	contribute to the Heal	ith and Welfare Fund	for each Covered Employee at	the following rates:
	Effective Date:		Rate:		_
	Effective Date:		Rate:		
	Effective Date:		Rate:		
	Effective Date:		Rate:		
	Effective Date:		Rate:		<del>-</del>

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R, §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Dŧ	B Trucking	Local Union No. 135
Redacted by U.S of the Treasury	S. Department	Redacted by U.S. Department of the Treasury
Repr		
Printeg warne and made		Fillited Natile and This
7/14/14		7/22/14
Date		Date
Complete Address of Emp	Ployer	
Telephone Number	Fax Number	
Federal Employer Identific	cation Number	
If the Employer is signato	ry to a National or Group Con	ntract, indicate the name of such Contract:
Is the Employer an itinera	ant construction company work	king on a project or on a seasonal basis? Yes No XX



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER: 2005450-0107-00407-A

Southwest Are Fund ("Health classification(s	,	ension Fund") a accordance w	and/or the Central ith its collective ba	States, argaining	Southeast and agreement with	Southwest Area	is Health and Welfare
and any other j	job classification cover	ed by the colle	ctive bargaining a	greemen	i.,		
adopted by the	and all amendments of Trustees of the Fund	subsequently a (s) and accept t	dopted as well as he respective Em	all rules ployer an	and regulation d Employee Tru	ns presently in eastees and their	successors.
2.	The Employer shall		e Pension Fund fo	or each C	, ,	ee at the following	ng rates:
	Effective Date:	<u>April 1, 2013</u>		Rate:	\$59.30		
	Effective Date:	April 1, 2014		Rate:	\$61.70		
	Effective Date:	April 1, 2015	<u></u>	Rate:	\$64.20		
	Effective Date:	April 1, 2016		Rate:	\$66.80		_
	Effective Date:	April 1, 2017		Rate:	\$68.40	<u> </u>	
3.	The Employer shall	contribute to th	e Health and Welf	are Fund	for each Cover	ed Employee at	the following rates:
Effective Date:	April 1, 2013	Rate:	\$309.70	_			
Effective Date:	April 1, 2014	Rate:	\$340.70*				
Effective Date:	April 1, 2015	Rate:	\$374 80*				
Effective Date:	April 1, 2016	Rate:	Rate-to-maintain				
Effective Date:	April 1, 2017	Rate:	Rate-to-maintain				

- \* Not to exceed.
- Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit,

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and We fare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

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4/29/20/3	7/25/13
Date	Date
PC Box 33036	1920 KENSTINGTON
01	6410
Cleveland OH 44133	OAK BROOK
Complete Address of Employer	Complete Address of Employer
\$49 237-0500 (448) 237-7360	847347270 ( )
Telephone Number Fax Number	Telephoné Number Fax Number
Federal Employer Number	Federal Employer Number

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CONTRACT DEPARTMENT



Fax: 847-518-9773

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER: 2008401-0201-600-A

and any other j	ob classification covere	ed by the colle	ctive bargaining	agreemen	l	
1. Welfare Fund a adopted by the	and all amendments s	ubsequently a	idopted as well	as all rules	and regulations	Pension Fund and/or the Health and presently in effect or subsequently tees and their successors.
2,	The Employer shall o	contribute to th	e Pension Fund	d for each C	overed Employee	at the following rates:
	Effective Date:	01/01/09	·	Rate:	\$35.70	
	Effective Date:	01/01/10		Rate:	\$39.60	<del>- Re</del> ceive
	Effective Date:	01/01/11		Rate:	\$42.80	JAN <b>2</b> 9 2009
	Effective Date:	01/01/12		Rate:	\$46.20	JAN 2 9 2003
•	Effective Date:	01/01/13		Rate:	\$49.90	CONTRACT ————————————————————————————————————
3.	The Employer shall of	contribute to th	e Health and W	/elføre Fund	for each Covered	d Employee at the following rates:
Effective Date;	Not Fund Participent	Rate:	N/A			
Effective Date:		Rate:	11			
Effective Date:		Rate:				
Effective Date:	• •	Rate:				
Effective Date:	· ·	Rate:	<u> </u>			

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the other Fund.

- When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

Jan 5 2009 03:48pm Jan 5 2009 14:52

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury	-
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	Trododry	
FIRITED Name and This		
1/20/09	1/21/09	
Date	Date	
#5 Southlink Dr	,	
Washington Mo 63096 Complete Address of Employer		
636 239 5433 6362391749		
Telephone Number Fax Number		
43 - 1273455		
Federal Employer Identification Number	·	
If the Employer is signatory to a National or Group Contract, indicate the	name of such Contract:	
If the Employer is signatory to a National or Group Contract, indicate the  Is the Employer an itinerant construction company working on a project of		No No

RECEIVED

JAN 2 9 2009

CONTRACT DEPARTMENT

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# PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/MEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 80018-4938 PHONE: (847) 518-9800 IMPLOYEN PRUBEBBA MONARO MIDOUGALE NOTHLIS HI OUNTE, JEL NOW J. VENTUMA GARY F. CALDINELL CHILLY OF MEN LANDAN

EXELUTIVE CINECTOR

THIS AGREEMENT sets forth the terms under which the Employer will participate in the CENTRAL Statest Southeast and South east Areas Health and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States. Southeast and South east Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the 16b clussification(s) as indicated in your collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension and end/or the Health and Weitare Fund, all rules and regulations presently in effect or subsequently adopted by the Trust established b

2. The Employer will contribute at the rates set forth in the collective bargaining agreement. Pension Contribution rate changes after the last effective Date shall be determined by each new collective bargaining egreement in the last effective Date shall be determined by each new collective bargaining egreement in the specific personal personal transfer of the periods when a new collective, personaling agreement is being negatiated. In the absence of an interim agreement, the contribution rate required to be performed in the absence of an interim agreement, the contribution of a new collective bargaining egree. It is not the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining. Intertwent. Month and this Agreement, shall be the rates in effect on the last day of the terminated by the Board of Truffillies in order to maintain the same tever of benefits. However, the Trustees reserve the right to reduce benefit levels if the contribution rate changes after the tast effective date shall be determined by the Board of Truffillies in order to maintain the same tever of benefits. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.

3. This Agrinment and the obligation to pay contributions to the Fund(s) will continue of critic termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strik! unless the Union and the Employer's abligation to the Employer and provide written motice of their terminate unit alther a) the Trustees decide to termination of participation or the Employer and provide written motice of their decision to the Employer epacifying the date of termination of participation or b) the Employer is the independent of the Employer epacifying the date of termination of participation or b) the Employer is the independent of the Employer epacifying the date of termination of participation or b) the Employer is the independent of the Fund(s) and the Fund(s) have received a written notice directed the fund(s). Contracts contract or statute to confit that to the Fund(s) and the Fund(s) have received a written notice directed the Employer participated to contribute or c) the date the NLRB centiles the result of an eligible fund discipance of interest in the event the Employer participates to both the Pension Fund the Health and Wulfare Fund and the fund. In the event in the event the Employer participates to both the Pension Fund the Health and Wulfare Fund and the Fund. In the event in the event the Employer participates to both the Pension Fund the Health and Wulfare Fund and the Fund. In the event in the event the Employer participates to both the Pension Fund the Health and Wulfare Fund and the Fund. In the event in the event with respect to the calciliner of Interest referred to in c) or d) relates to only part of the bargaining unit.

when a new collective birgaining agreement is signed or the Employer and the ULT agree to change the collective bargaining agreement, the Employer shall promptly publik the antitre agreement or motification to the Fund(s). Contracts Department by certified mail (return receipt requested) at the address specified about. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to tip Fund(s) as required by this peragraph, shall not be binding on the Trustees and this Agreement and the written agriff hent(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be value; a) an exceement that ourports to retroactively eliminate or reduce the Employer's statutory or contraction duty to contribute, to the Fund(s); b) an undersement that purports to prospectively roduce the contribution rate payable to the Pension Fund...; c) an agreement that purports to prospectively eliminate the duty to contribute in the Pension Fund duting the stated term in accepted by the Pension Fund.

5. For purposes of this Agreement, the term "Covered Employee" shall mean any full-digit or part time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes cash amployees (i.e. short term employees who work for uncertain or irregular duration) except a cesual employee shall not be a particular to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes a particular an employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in an appearance apparation of any person employed for the principal purposis of obtaining benefits from the participal purposis of obtaining benefits.

6. The Employer agroup to remit contributions on behalf of each Covered Employed for any period he/she necetives, or is entitled to receive, comparisation (regardless of whether the employment relationship to errorished). Including above up time pay, overtime pay, holiday pay, disability or filmed pay, layott/severance pay, vacation pay or time payment of wedes which are the result of any national Labor Relation Board proceeding, grievance/erbitrations of each did not on new yinked proceeding or settlement. If the collective bargaining agroument states that contributions shall not one on new yinked Covered Employees for a specified waiting period, no contributions what he does not the Covered Ethiopies complotes the Specified waiting period. If required by the applicable collective bargaining agreement, contributions if the collective bargaining agreement, contributions. The collective who is not working due to literate or injury even if the collective bargaining agreement by the contributions of the collective bargaining agreement by the process of the collective bargaining agreement and the collective bargaining agreement and the collective bargaining agreement and the collective bargaining agreement agreement.

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- On or before the 15th day of each month, the Employer must report to the Fund(s) at it change in the Covered 7. On or before the 15th day or each month, the Employer must report to the Fund(s) at Inchange in the Covered Employer workforce (including, but not limited to new fires, loyoffs or terminations) which occurred Employer that be obligated to pay inust pay all contributions owed for the prior month. In the event of a deling ency, a) the Employer all be obligated to pay interest on the months due to the Fund(s) from the date when payment was due, to the date why the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, afford the Employer has bit the option of the Trustees or their delegated representative, the payment of contributions that accreditate the Employer has but one delinquent shall be accelerated so that the contributions owed for each as ender week (SIT) but nough Saturday; but one the tollowed Monday, if the Employer falls to report contribution to the covered workforth on lines, the Employer lines are the tollowed Monday. Discome delanquent shall be accelerated so that the contributions owed for each delender wenk (attract inlined seturday) until be due on the following Monday. If the Employer falls to report changes in the covered workforth on likite, the Employer hall be due on the following Monday. If the Employer falls to report changes in the contributions blind by the Health and Walfare Fund regardless of actual terminations, The following the Health and Walfare Fund regardless of actual terminations of Type Employer that tells to other classifiers in the workforce. The Trusteen reserve the fight to terminate the participation of Type Employer that tells to timely pay required contributions.
- The Employer shall provide the Trustees with access to its payroll records and other jerthiert records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's recording to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the paid by billings that result from the review of the records, all costs incurred by the Fund(s) the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- The Invertible shall not be required to submit any dispute concurring the Emilifer's obligation to pay contributions to any griovance/arbitret on procedure set forth in any collective bargaining agreems.
- 10. The Employer acknowledges that it is aware of the Fund(s) adverse selection rate [1] luding Special Bulletin 90-7) and agrees that white this Agreement femalits in affect, it will not anterinto any agreement or attailing in any practice that violates the adverse selection rule.
- 11. This Agreement shall in all respects be construed according to the laws of the Until States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent (III) is statute or including actions to collect delinquent (III) is statute of limitations about apply. The Employer agrees the (I) is statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) record written notice of the existence of the Employer's liability. of the existence of the Employer's Rability.
- 12. This Agreement may not be modified or terminated without the written consent of the Functs). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining

sgreement, this Participation Agreement shall control. If the Employer is signatory to a National or Group Contract, Indicate the name of such Contract: 15 the Employer an itinerant construction company working on a project of on a seasonal basis; পুরু 11 CEIVED 5 N 3 0 700s INTRACI PARTMENT · 17 10 V 02/05 R:WPWIN&Ncontract dept forms\PA 02-06 (no rate tines-multi-local) wpd

IN WITNESS WHEREOF, Said Employer and Union have caused this Instrument to by Theodied by their duty authorized representatives, the day and year first above written.

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PAGE 05/85

CENTRAL STATES Fex: 847-518-3773

Feb 2 2006 11:11

P. 04

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be Traculad by their duly sed representatives, the day and year first above written. aumorized representatives, the day and year first above written. DHL EXPRESS (USA), INC. Redacted by U.S. Department of the Treasury 1200 S. LINE BLAND

LANGATON FL 33124

Complete Address of Employer 754888-5718 754888-7287 Telephone Number Fax Number Federal Employer Number Local Union No. \_ Representative Signature Local union No Printed ≀turne/∏tte \_ Representative Signature Printed Name/Title Bied Local Union No. \_ Representative Signature Printed Name/fille Local Union No Representative Signature Local Union No. \_\_\_\_ Printed Name/Title Representative Signature Printed Nema(This \_ Local Union No. 390 Representative Signature REMEIVED Redacted by U.S. Department of the Treasury J 3 0 2006 Date 2-6:06 MINTRACT R.W-PW NB0/contract depritoms PA 02-05 (no rate fines-mart-local) wpd rev. 02/03

PAGE 84/85

CENTRAL STATES

FAX:847-518-9773

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P. 33

On or before the 15th day of each month, the Employer must report to the Fund(s) engage in the Couered Employee workforce (including, but not imited to new hines, tayoffs or terminations) which occurred duft to the prior medith and must pay all contributions award for the prior month. In the event of a definquency, a) the Employer sit to be obligated to pay sherest on the monted due to the Fund(s) from the date when payment was due, to the date wheth to payment a made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, afformationate send costs and b) at the against of the Trustees or their delegated representative, the payment of contributions that setup. The Employer has become delineant shall be accelerated so that the corridous swood for each calendar wask (SULT) withough Saturday) shall be due on the totioning Monday. If the Employer falls to report changes in the covered workford printing, the Employer of other changes in the workforce. The Trustees reserve the right to terminate the participation of engineering little to time yorkforce. The Trustees reserve the right to terminate the participation of engineering little to time yorkforce.

B. The Employer shall provide the Trustees with access to its payroll records and offing trinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records, if to cortect additional billings that rosult from the review of the records, all costs incurred by the Fund(s) in conducting trials about the Employer and the Employer shall be applied by the Employer and the Employer shall be applied to each office and costs incurred by the Fund(s).

9. The Trusiaes shall not be required to submit any dispute concerning the Empliffirs obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement it.

10 The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (FT) ding Special Butefin 90-7) and agrees that while this agreement remains in offect, it will not only agreement or entity to imany precises that violates the adverse selection rule

1.1. This Agreement shall in all respects be construed according to the lews of the Uning States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent of Trustees to conflict evides, the Illinois tan year written contract statute of time attors shall apply. The Employer agrees the [1]() statute of terminations shall not begin to account with respect to any unperdictabilities until such time as the Fund(s) rectain actual written notice of the existence of the Employer's liability.

12. The Agreement may not be modified or terralized without the writion consent of the jund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and only provisions of the Control agreement, this Participation Agreement shall control.

With Employer is signatory to a National or Group Contract, inclinate the name of such Contract: 🔀 is the Employer an itinerant construction company working on a project or on a seasonal basis. Yati, Nο RECEIVED · It N 3 0 Mills INTRACT R WPMINSOlogistrate dept formel/PA 02-05 (no rate finan-multi-local) was: 1174-02/05

Fax: 847-518-9773

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#### PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE. (847) 518-9800

EMPLOYEE TRUETERS
FIELD BLOCK

P. 02

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ACCURAGE DIRECTOR

THIS AGREEMENT sets forth the terms under which the Employer will perflip pate in the Cryffal States. Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Control States. Southeast and Southwest areas Health and Welfare Fund") in accordance with its collective her paining agreement with the Union covering the job clear received in your corrective bargaining agreement.

- The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Wolfare Fund, all rules and requisitors presently in effect or subsequently adopted by the Trust his of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.
- The Employer will contribute at the rates set forth in the collective bargaining agreement. Pension Contribution rate changes after the test Effective Date shall be determined by each new collective bergaining agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective fraggining agreement after the entering agreement and prior to either the execution of a new collective bargaining agreement and prior to either the execution of a new collective bargaining agreement, the termination of a this Agreement, shall be the rates in effect on the last day of the ferminated to tective bergaining in period. Health and welfare contribution rate changes after the last effective date shall be determined by the Board of Trust as a rate of maintain the name level of benefits. However, the Trustees reserve the right to receive benefit levels if it? Contribution rate is or becomes less than the liver published rate for the applicable benefit plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue Title the termination of a conceive bargaining agreement and during a strike except no contributions shall be due during a strift funces the Union and the Employer mutually egree in writing otherwise. This Agreement and the Employer's obligation to paths british notice of their reminate units either a) the Trustees decide to learning to the employer and proving writish notice of their decision to the Employer specifying that delete of termination of participation of the Employer is (f) learning obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed the Fund(s). Contracts Department at the address specified above sent by certifying mail with return receipt requested which is pripes if a teason why the Employer is no origin obligated to contribute or c), he date the NLRB certifies the result of an exit on that terminates the Union's representative status terminates through a viril declaimer of interest in the event the Employer participates in both the Pennion hund and the Health and Weltere fund any figure fund, then this Agreements shall remain in effect with respect to the little Fund, in the event entered to in c) or by relates to only part of the bergaining [1]. This Agreement shall remain in effect with respect to the name amander of the bargaining [1].
- 4. When a new collective bergatning agreement is signed or the Employer and like U(T) agree to change the collective bergaining agreement, the Employer shall promptly submit the entire agreement or midiffication to the Fund(s). Contracts Department by certified mail (raitum receipt requested) at the address specified with. Any agreement or understanding which affacts the Employer's contribution obligation which has not been submitted to The Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written optionant(s) that has been submitted to the Fund(s) shall along remain enforceable. The following agreements shall not be valid a) an agreement that purports to reproscrively eliminate or reduce the Employer's statutory or contractual duty of contract) in the Fund(s), b) an agreement that purports to prospectively eliminate or reduce the contribution rate payable to the Pension Fund term (T) a collective bergaining egreement that has been accepted by the Ponston Fund.
- 5. For purposes of this Agrislment, the term "Covered Employee" shall mean any full-lift for part-time employee covered by a collective banquarity experient requiring contributions to the Fund(s) and includes callege employees (rie, short term employees who work for uncertain or image at duration) except a casual employee shall not be to invered Employee with respect to the Health and Welfare Fund if the collective bangaining agreement explicitly excluded fill yous employees from participation in the Health and Welfare Fund. Covered Employees shall not unclude any person employed in a managental or supervisory departly or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 6. The Employer agrees to remit contributions on behalf of each Covered Employ. For any period he she receives, or is entitled to receive, compensation (regardless of whether the employment relationship permineted), including show up time pay, event me pay, heading pay, deablify or illness pay, leyoff/severence pay, vection the payment of water which are the result of any National Labor Relation Bloard proceeding, grevance/arbitration in beeding of other legal proceeding or settlement. If the collective bargaining agreement states that combutions what not be described on heavity hard Covered Employees for a specified waiting period, no contributions shall be due until the Covered If playee completes the specified waiting period. If required by the applicable collective bargaining agreement, portification of the fruid(s) on behalf of any Covered Employees who is not working due to illness or him by dwin it the Trivered Employee as not entitled to compensation. The Employer shall pay any contributions their would have obtained as the paid on any Covered Employees who is a re-employed service member or former service member but for his other states of the particle unitgraped agreement agreement and or any Covered Employees as a service member or former service member out for his other states of the particle unitgraped agreement and or the Employees who is a re-employed service member or former service member or former service member or former services.

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## PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNCHEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSENONT ALMOIS 60018-4938 PHONE (647) 516-9800

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THIS AGREEMENT sets forth the terms Loder which the Employer will perceipald in the 🐧 jiral State L. South est and Southwest Aleas Pension Fund ["Pension Fund"] and/or the Central States, Southeast and Southeast Areas Health the Freitage Fund ("Hearth and Welfare Fund") in accordance with its coincilive bargaining agreement will the Union covering the the dipstification(s) as indicated in your collective pargaming agreement

- The Union and Employer agree to de bound by the Trust Agreement as of the Penss, I fund and/or the Helenin and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trigities of the Fund(s) is at accept the respective Employer and Employee Trustees and their successors
- The Employer will contribute to the rates set form in the por ective on ign ninglagreen. 1. Pensysh Convious or rate changes after the last Effective Dale shall be determined by each new collective pargaining agrid pent. The perbes may execute an interim egreement establishing contribution rates during the pannas writing an alrew collect 🗓 barcaining agreement. a being negotiated. In the absence of an interim agreement, the contribution rate resource to be 38.1 after terminal on (1.6) collective pargaining agreement and prior to either the execution of a new collective nergaining agricult and or the terminer on of the Agreement, shall be the cales in effect on the last day of the leiminating collective being air ing. Frement, Health sing At extract contribution rain changes after the last effective data shall be determined by the Board of Trigitizes in drow to maintain the same level of banafes. However, the Trustees reserve the right to reduce per efficiency if the contribution rate is or decomes less than the when published rate for the applicable deneral plan or class.
- This Agreement and the obligation to day contributions to the Funds, will continue, it er the termination of a collective bargaining agreement and during a strike exceptino contributions shall be que dufing a silly unless the lurion and the Employer mutually agree in willing a nerwise. This Agreement and the Employer's obligation to put contributions shall the reminate until either a) the Trustees decide to imminate the past-oper on of the Employer and promits written notice of mean decision to the Employer specifying the date of termination of participation or up the Employer Is a tonger on gared on a contraction are ute to contribute to the Funds) and the Funds) have received a written notice directed. The Funds Cuntribute Constituent of the appress specified above sent by certified him, with return recoder equalities which I just bes the reason with, The Employer is no longer obligated to contribute or c) the pate the NLRG certifies the result of an eta., on that terminates he umon stapresamative status or of the date the union's representative status form makes two dupon and the date the union's representative status form makes two dupon and the date the union's representative status form makes the date of the date of the contractive status form makes the date of the date of the contractive status form makes the date of the date of the contractive status for the date of the date of the contractive status for the date of the date this eleven, the Emprayer paracipates in both the Pension Fund and the mealth and swellare fund acid, betermination referred io in a) or o) middles to only one Fund then this Agreement of all remain in effect with respect to the in ter Fund. In the ever an NLRB election or discipliner of interest referred to inic) or of relates to only part of the Bargaining of this Agreement small smain in effect with respect to the remaincer of the belgaining unit
- When a new collective bargaring acreament is signed or the Employer and the U. I his agree to change in a collective balgaining agreement, the Employer shall promptly syums the entire agreement or mit by callon to the Fund's Contracts. Department by certified mail (enturn receipt requested) at the address specified ab. I. Any agreement of understanding which differed the Employer's contribution on gallon which has not been submitted the perfund(s) as 1994 rate by this paragraph, shall not be sinding on the trustees and this Agreement and the written agrict nent(s) that has been at the media are (a " ) is de ligh Mark stremenge grawing in electronic erran error are a Fund(s) shall be vil purports in retroactively eliminate or reduce the Employer's statutory or confrectual duty to contrib it it to the Function of an acceptance that purports to prospectively reduce the control tion rate payable to the Pension Function of an agreement to at purports to prospectively eliminate the duty to control te to the Pension Fund during the stated term, july collective tis gaining agreement that has been accepted by the Pansion Fund
- For purposes of this Agreement, increme "Covered Employee" shall mean any full-tiles, or part-time employee covered by a co-active bangaining agreement requiring contributions to the Fundis) and includes causi Jampioyees (. 6. stion ter'n employees who work for uncertain or triegulat qui anont excépt à casuel employée anaenot per il overed Employee inspect to the Health and Welfale Fund if the coastive beigaining aginement explicitly excludes justical employees to is dertemption in the Health and scientare Fund. Covered Employee analynot include any person empty and in a management at supervisory capacity or any person employed for the principal outpose of obsarung penellig from \$ \text{\text{Fund(s)}}.
- The Employer agrees to termit contributions on behalf of each Correled Employee for any nation then't The Employal agrees to family controlled as of whether the employment it allonship. I turninates, tolling a receives, or is entired to receive, compensation flegated ession whether the employment it allonship. I turninates, tolling of the power of the snow up time pay, overtime pay, horiday pay, dispolity of stress pay, rayoffseverance pay, vacation wages which are the result of only Netional Labor Relator Board a poceeding, prievance/arthration [ ] coading of other is je proceeding or settlement. If the collective baryaning agreement states that contributions shall not like due (in new x 1/20) Covered Employees for a specified waiting setled, no contributions shall be due until the Covered Employees for a specified waiting setled, no contributions shall be due until the Covered [2] jployee complete; the specified wailing period, it required by the appetable collective pergaining agreement, contributions . All also be made to the fund(s) on period of any Covered Employee who is not working eize to ithough or withy evaluation of the fix letted Employee is not entitied to companisation. The Employer shall pay and contributions that include have otherwise by: \_ paid on any Cove est Employee who is a re-simployee service member or former service member not for a service as defined at 10 C F.R. § 104.3

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On or before the 15th day of each month, the Employer multiraport to the Fund(s) is change in the Dovered Employee workforce [Inclining, but not limited to have thes Tayoffs or terminations) which reductive of the promise the prediction of the end of th

B The Employer shall provide the Brustees with access to its payrob records and off. If terment records while requested by the Employer's incomit for to collect additional bings that result from the review of the records, as costs incurred by the Fund(s) in conducting the review of the records, as costs incurred by the Fund(s) in conducting the review of the records, as costs incurred by the Fund(s) in conducting the review of the records.

- The Trustees shall not be required to supmatiany dispute concerning the Emilityler's pullpaino. .0 20, continuities to any grievancevariorization procedure serior in any concerne to real plants.
- The Employer adknowledges this like aware of the Euro(a) adverse selection rule. [Juding Special Sci inc. 95.7] and agrees that write this Agreement remains in effect. Swith noticities into any agreement or (u), age then by practice that violates the adverse selection rule.
- 14 This Agreement shall in all respects the construed according to the days of the Unit! States I in at each 21 states by the Trustees to distorce the terms of this Agreement, including actions to collect delinquentials provides on the contract status of imitations shall apply. The Employer agrees this is a statute of time and the majority of the Employer agrees this is a statute of time and the provides and the advantage of the Employer's habitity.

This Agreement may not be modified or terminated without the written confect of the Fund(s). To the exicing the exists any confect between any provisions of this Panic pation Agreement and any provisions of the Paricipal on Agreement this Paricipal on Agreement shell control

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# PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE (847) 518-9800

ENDINGER

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THIS AGREEMENT sets forth the terms under which the Employer will perhapste in the Califral States. Southeast and Southwest Areas Pension Fund ("Penson Fund") and/or the Central States. Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement will be Union covering the job classification(s) as indicated in your collective bargaining agreement.

- The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Union and/or the Health and Worfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trust as of the Fund(s) and accept the respective Employer and Employee Trustees and their successors
- The Employer was contribute at the rates set forth in the collective bargaining agreement. Pension Centribution rate changes after the last Effective Date shall be determined by such now collective bargaining agreement. The parties may execute an interim egreement establishing contribution rates during the periods when a new polection? Dargaining agreement is being negotiated. In the absence of an interim egreement, the contribution rate required to be past pater tormination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement, the termination of this Agreement, shall be the rates in effect on the last day of this terminated collective bargaining agreement. Health and welfare contribution rate changes after the last effective dute shall be determined by the Board of Truck as in order to metatain the same level of benefits. However, the Trustinal reservo the right to reduce benefit levels if this point button rate is or decomas less than the then published rate for the applicable banefit plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue the termination of is collective bargaining agreement and during a strike excepting contributions shall be due during a strike united and the Employer mutually agree in writing otherwise. This Agreement aid the Employer and prove to obligation to gift contributions shall not terminate until exheria) the Trustees decide to terminate the participation of the Employer and prove to make the decision to the Employer specifying the data of termination of participation on by the Employer is gift longer obligated by a contract or stabute to contribute to the Fund(s) and the Fund(s) have received a written notice directed the Fund(s) Contracts. Department at the address specified above sent by centriad mall with refurence pt reduced writing the fine she reason why the Employer is no longer obligated to contribute or of the date the NLRB contribes the result of an exaction that terminates the Union's representative status or d) the date the Union's representative status for most status or of the date the Union's representative status for obligated above the Pension Fund and the threath and Violater Fund and LLB stemmentary of interest of the result of the philipper participates in both the Pension Fund and the threath and Violater Fund and LLB stemmentary of interest referred to in a) or b) relates to only one Pund, then this Agreement shall remain in effect with respect to the remainder of the bargaining unit.
- When a new collective bargaining agreement is signed or the Employer and the University of the Employer shall promote submit the entire agreement or modification to the Fund(s). Contracts Department by certified mail (return receipt requested) at the address specified about Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be beinding on the Trustees and this Agreement and the writing agreements) that has been submitted to the Fund(s) should alone remain enforceable. The following agreements shall not be walk to an agreement that purposts to retroactively eliminate or reduce to Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purposts to prospectively reduce the contribution rate payable to the Penalon Fund (s); collective bargaining agreement, that has been accepted by the Penalon Fund.
- For purposes of this Agreement, the term "Covered Employee" shall mean any furt-ting or part-time employee covered by a collective pargaining agreement requiring contributions to the Fund(s) and includes castly employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a contribution expect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes any person employees from part cipation in the Health and Welfare Fund. Covered Employee shall not include any person employed for the principal purpose of obtaining benefits from (tag) und(s).
- The Employer agrees to remit contributions on behalf of each Covered Employed or any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment religions high termineted), including show up time pay, overtime pay, holiday pay, disability or illness pay, tayoff/severance pay, vegation to any National Labor Relation Board proceeding, gneviprocal/arbitration of other legal proceeding or settlement of the collective bargaining agreement states that contributions shall indiffuse on newly hired proceeding or settlement of the collective bargaining agreement states that contributions shall indiffuse the covered Employee completes the covered Employees for a specified waiting period, in contributions shall be due until the Govered Employee who is not working due to illness or injury even if the Contributions in the contributions of the contributions of the contributions. The Employer shall pay any contributions that would have biharise but in particular to compensation. The Employer shall pay any contributions that would have biharise but in any covered employee who is not compensation. The Employer shall pay any contributions that would have biharise but in the contributions of the sould have believe by the pay of the payon of the sould have believe by the payon of the sould have believe

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- 7. On or before the 15th day of each month, the Employer must report to the Flyndis) and the Covered Employee workforce (Including, but not limited to new hires, layoffs or terminations) which occurred (1) in the prior month and Employee workforce (including, but not timited to new hires, tayoffs or terminations) which occumid (1) Ing the prior month and must pay a contributions award for the pnor month. In the event of a delinquency, a) the Employer It at be obtigated to day interest on the montes due to the Evro(s) from the date when payment was due, to the date with payment is made, together with as expenses of collection, incurred by the Fund(s), including, but not limited to lations. These and costs and b) at the option of the Trustees or their delegated representabilities, the payment of contributions that accomplisher the Employer has become delinquent shall be acceterated so that the tonth equions owed for each calendar treek (Succitary through Saturday) shell be due on the following Monday. If the Employer folls to report changes in the covered worldoof. Son time, the Employer must pay the contributions blied by the Health and Westere Fund regardless of actual terminations. Since of absence, layoffs or other Changes in the workforce. The Trustees reserve the right to terminate the participation of the Employer that falls to trust the required contributions. timely pay required contributions.
- 8. The Employer shall provide the Trustees with access to its payrol records and office, entirent records when requested by the Fund(s). If thigation is required to either obtain access to the Employer a record, for to collect additional brings that result from the review of the records, all costs accurred by the Fund(s) in conducting the seview shall be paid by the Employer and the Employer shall pay any attorneys fees and costs incurred by the Pued(s) 12
- The Trustees shall not be required to submit any dispute concerning the Emplicians obligation to pay contributions to any ghavence/ore tration procedure set torth in any collective beiggin ng agreeme
- The Employer acknowledges that it is aware of the Fund(s)" adverse selection rule The Uding Special Bulletin. 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or dillipse in any practice that violates the adverse selection rule
- This Agreement shall in all respects be construed according to the laws of the Un III States. In an actions taken by the Trustees to enforce the terms of this Agreement, including actions to do lect delinquent Git. Proutions or to conduct outlins, the Illinois ten year whiten contract a takute of fimiliations shell apply. The Employer agrees that The statute of fimiliations shall not begin to econe with respect to any unpaid contributions until such time as the Fund(s) regin actual written notice of the existence of the Employer's liability.
- 12. This Agreement may not be modified or terminated without the written consent of the fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the extent agreement, this Participation Agreement shall control.

if the Employer is signatory to a National or Group Contract, indicate the name of such Contract,  $\frac{1}{2}$ 

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IN WITNESS WHEREOF, said Employer and Umon have caused this instrument to be impouted by their duty 4 authorized representatives, the day and year first above written

OHLEXPRESS (USA), INC.

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Federal Employer Number

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CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

EMPLOYEE THUS WES FRED DECAME MARY YOUNGER GEORGE I, WESTLEY CHANGES A WHOOMEY DOWN OF YOUNGE

EMPLOYER FRASTEES HUMBED MODURAL AN HEIRI H BUNTE, JR TOM L WHITIMA GARY F. CALDWELL CHRISTOPHER LANGAM

EARCUTME DIRECTOR

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union collection classification covered by the collective bargaining agreement.	Southeast Health and overing the and any
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1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all fules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2.	The Employer shall contribute to the Pensi	on Fund for each Covered Employee at the following rates:
	Effective Date: JUNE 1, 2013	Rate \$41.50 PER DAY / MAX \$207.50 PER WK
	Effective Date: JUNE 1, 2014	Rate: \$43.20 PER DAY / MAX \$216.00 PER WK
	Effective Date: JUNE 1, 2015	Rate: \$44.90 PER DAY / MAX \$224.50 PER WK
	Effective Date: JUNE 1, 2016	Rate: \$46.70 PER DAY / MAX \$233.50 PER WK
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3.	The Employer shall contribute to the Health following rates:	and Welfare Fund for each Covered Employee at the
	Effective Date: JUNE 2, 2013	Rate: \$271.70 PER WEEK
	Effective Date: JUNE 1, 2014	Rate: \$303.00 PER WEEK *
	Effective Date: MAX 31, 2015	Rate: \$336.20 PER WEEK *
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	Effective Date:	Rate: *NOT TO EXCEED
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4. Contribution rate charges after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement and interim agreement, the contribution rate required to be paid after termination of this Agreement, shall be the rates in effect on the tast day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable banefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate unit, a) the Trissless decire to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or stabile to contribute to the Fund(s) and the Fund(s) have received a written statice directed to the Fund(s). Contracts Department at the address specified above sant by certified mail with return receipt requested which describes the trason why Union's representative status or d) the date the Union's representative status or d) the date the Union's representative status or d) the date the Union's representative status forminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event remain in effect with respect to the remainder of the bargaining unit.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s). Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trusters and this Agreement and the written agreements) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively eliminate the duty to contribution rate gayable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accopted by the Pension Fund.

- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective hargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- The Employer agrees to remit contributions this behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or itness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, gnevance/arbitration proceeding or other legal contributions shall not be due on newly hired proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired specified waiting period. If required by the applicable collective bargaining agreement, contributions shall slice be made to the Fitnid(s) on behalf of any Covered Employee who is not working due to iffness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee is not employee who is a re-amployed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, tayoffs or farminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attendingly less and costs and b) at the option of the Trusteins or their delegated representative, the payment of contributions that accurs after the Employer has become delinquent shall be accelerated so that the contributions gived for each calendar week (Sunday Brough Saturday) become delinquent shall be accelerated so that the contributions gived for each calendar week (Sunday Brough Saturday) must pay the contributions billed by the Health and Westers Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If flighting its required to either obtain access to the Employer's records or to collect additional the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, lackuding actions to collect delinquent contributions or to conduct shall not legin to accrese with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the entitlerior of the Employer's liability.
- 14. This Agreement may not be modified or terrimated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly ritten.

Redacted by U.S. Department of the Treasury Redacted by U.S. Department of the Treasury 4-29-13 ECEIVED 11013 122ND STREET PLEASANT PRAIRIE; WI 53158 Complete Address of Employer JUN 1 1 2013 <u>262 857-7414</u> **264 857-2927** Telephona Number CONTRACT Fax Number DEPARTMENT <u> 39-1581289</u> Federal Employer Identification Number If the Employer is algustory to a National or Group Contract, indicate the name of such Contract is the Employer an itinerant construction company working on a project or on a seasonal basis. Yes \_



## CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938

PHONE: (847) 518-9800

	AC	COUNT NUMBER:	2024170 0101 U	U245 B
Southwest Areas Pe Fund ("Health and V classification(s):	ension Fund ("Pen Velfare Fund") in a PRODUCTION/MAI	the terms under which sion Fund") and/or the coordance with its collection of the Content of the	the Emptoyer w Dentral States, Society bargaining a	nil participate in the Central States, Southeast and outheast and Southwest Areas Health and Welfard agreement with the Union covering the following job ARES DUSE Shipping
and any other jobel	assification covere	9 gà tµe-collective par∂ai	ining agreement.	
Welfare Fund and a adopted by the Trus	all amendments su stees of the Fund(s	) and accept the respect	ive Employer and	ement(s) of the Pension Fund and/or the Health and and regulations presently in effect or subsequently Employee Trustees and their successors.  Overed Employee at the following rates:
2. Th		APRIL 27, 2008	Rate:	\$ 95.00 PER WEEK
	Effective Date:	APRIL 26, 2009	Rate	\$ 105.00 PER WEEK
	Effective Date:	APRIL 25, 2010	 Rate:	\$ 115.00 PER WEEK
	Effective Date:	APRIL 24, 2011	Rate:	\$ 115.00 PER WEEK
	Effective Date:	APRIL 29, 2012	Rate:	\$ 124.80 PER WEEK
	Effective Date:			and the following rates:
3. TI	he Employer shall	contribute to the Health a	and Welfare Fund	for each Covered Employee at the following rates:
	Effective Date:		Rate:	
	Effective Date:		Rate:	
	Effective Date:		Rate:	
	Effective Date:		Rate:	
	Effective Date:		 Rate:	

- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this bargaining agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees Agreement is published rate for the applicable reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) witt continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the agree for writing otherwise. This Agreement and the Employer and provide written notice of their decision to the Employer specifying Trustees docide to termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) that the address specified above sent and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mail with return recept requested which describes the reason why the Employer is no longer obligated to contribute or by certified mail with return recept requested which describes the reason why the Employer is no longer obligated to contribute or by certified mail with return recept requested which describes the reason why the Employer is no longer obligated to contribute or by certified mail with return recept for an election that terminates the Union's representative status or d) the date the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension representative status terminates through a valid disclaimer of interest to only one Fund, then this Agreement shall remain in effect with respect to the bargaining unit, this Agreement shall remain in effect with respect to the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employee in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result or any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the waiting period, no contributions shall be due until the Covered Employee is not entitled to compensation. The Employer shall pay who is not working due to illness or njury even if the Covered Employee is not entitled to compensation. The Employer shall pay contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not tim'ted to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the expenses or their delegated representative the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report charges in the covered workforce on time, the Employer must pay the contributions billed by the Health and We fare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any altomeys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of irritations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

DAIRY FARMERS OF AMERICA - CABOOL, MISSOURI PLANT		Local Union No.	
Employer Name			
Redacted by U.S. Department of the Treasury		Redacted by U.S. Department of the Treasury	
10 08 08 Date		Dale Dale	
950 METRECAL TRACE			
CABOOL MO 65689	·	RECEIVED	
Complete Address of Em	ployer 417.962.4242	NOV 2 1 2008	
Telephone Number	Fax Number	CONTRACT DEPARTMENT	
Federal Employer Identifi	cation Number  ory to a National or Group Contract, Ind	icase the name of such Contract:	
If the Employer is signate N/A	bry to a National of Group Condact; inc	icate die telle de l'estate	
Is the Employer an itinera	ant construction company working on a	project or on a seaso al basis? Yes No	



CENTRAL STATES, SCUTHEAST AND SOU HWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE (847) 518-9800

	A	CCOUNT NUMBER:			
Southwest Are Fund ("Health classification(:	eas Pension Fund ("Pel and Welfare Fund") in s)	ision Fund ) and/or the Cell accordance with its collection	e bargaining		
one any other	job classification covere	ed by the collective bargains	ng agreement		
i Welfare Fund adopted by th	and all amendments s e Trustees of the Fund!	ubsequently adopted as we s) and accept the respective	Employer an	ement(s) of the Pension Fund anc/or and regulations presently in effect of Employee Trustees and their succes	ssors.
2.	The Employer shall o			overed Employee at the following rate \$55,90 day/\$264,50 max week	3
	Effective Date:	4/1/12	- Rate-		
	Effective Date:	4/1/13	_ Rate:	\$55.00 day/\$275.00 max week	
	Effective Date:	4/1/14	Rate	\$57.20 day/\$286.00 max week	
	Effective Date.	4/1/15	Rale:	\$59.50 day/\$297 50 max week	
	Effective Date:	4/1/16	Rate.	\$61.90 day/\$309.50 max week	
3	-	contribute to the Health and	Welfare Fund	i for each Covered Employee at the fo	ollowing rates
	Effective Date.	not applicable	Rate:		
	Effective Date:		Rate:		
	Effective Date	وجودوا والمنتصفيات المساحدة والمعادر والمناج والمناجعة والمناء والمناجعة والمناجعة والمناجعة والمناجعة والمناجعة والمناجعة وال	Rate		
	Effective Date:		Rate	A CONTRACTOR OF THE PROPERTY O	
	Effective Date		Raie.		

- Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement. However, the Trustees Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- This Agreement and the obtigation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mail with return receipt requested writion describes the reason why the Employer is no longer obligated to contribute or by certified mail with return receipt requested writion that terminates the Union's representative status or d) the date the Union's c) the date the NLRB certifies the result of a relection that terminates the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement Fund in the event an NLRB election or disclaimer of interest referred to in c) or of shall remain in effect with respect to the bargaining unit, this Agreement shall remain in effect with respect to the familiation of the bargaining unit.

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APR 2 4 2012

- When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement the Employer shall promptly submit the entire agreement or modification to the Fundisi Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fundis) as required by this paragraph, shall not be binding on the Trustees and Inis Agreement and the written agreement(s) that has been submitted to the Fundis; shall alone remain enforceable. The following agreements shall not be valid a) an agreement that purports to retroscrively eliminate or reduce the Employer's statutory or contractual duly to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective pargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective pargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managenal or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
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- 10. The Employer shall provide the Trustees with access to its payrolf records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not anter into any agreement or engage in any practice that violates the adverse selection rule.
- This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Redacted by U.S	S.	Local Linion No.
Department		Redacted by U.S. Department
of the Treasury		of the Treasury
Re		
Z.		
Printed Name and Title	<u> </u>	Printed Name and Title
1130.12	•	4/23/12
Date		Date
12955 23 Mile Rd.		
Shelby Twp., MI 48315	· ·	
Complete Address of Emp	ployer	- RECEIVED
(586) 254-2040	(586) 254-5840	•
Telephone Number	Fax Number	APR 2 4 2012
3 3 303633	۵	CONTRACT
Federal Employer Identific	cation Number	DEPARTMENT
If the Employer is signato	ry to a National or Group Contrac	at, indicate the name of such Contract:
MITA Underground, Ass	ociated Company	
Is the Employer an itinera	nt construction company working	on a project or on a seasonal basis? Yes No



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUNDHEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE (847) 518-9800

PROPERTY OF STREET

EMPLOYER THISTERS INCHANGE BLOCKER! VATINGER TRAITE, JR TOW I VENITARA STATE, CALLINGE CHRISTOFFIER LAUGAM

PROPERTY CONTRACTOR

THIS AGREEMENT sets torth the terms under which the Employer will participate in the Central States. Southeast
and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and
Welfare Fund ("Hearth and Vietfare Fund") in accordance with its collective bargaining agreement with the Union covering the
following job classification(s): and any
other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund und/or the Health and Welfare Fund, all —ee and requestions presently in effect or subsequency adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2	The Employer shall con	inbule to the Pens	an Fund for each	Covered Employee	at the ronowing rates:
	Effective Date. 4-01-	06	Rate: _51	77.60	_
	Effective Date: 4-02-	07	Rale _51	90.00	<del>-</del> .
	Effective Date: 4-01.	.08	Rate	201.10	_
	Effective Date: 4-01-	09 .	Rale _\$	217.50	- <del>-</del>
	Effective Date:	<u></u>	Rato:	<u> </u>	<u>-</u>
3.	The Employer shall contollowing raise:	Include to the Heal	th and Wettare Fu	nd for each Covered	Employee at the .
	Effective Date	:/a	Rate:	n/a	
	Effective Date:		Rate:	<del></del>	RECEIVEL
	Effective Cale				_
	Effective Date:	<u> </u>	Rate:		AUG 2 4 YMIR
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	Ca-a-huwaa sata ahung	-v -u the best Eff	lumum Dala sat for	th to payagenhe 2 ag	rd 7 shall be determined by

- 4. Contribution rate changes after the test Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a least obergaining agreement and prior to either the execution of a new collective bargaining agreement of the termination of this Agreement, shall be the rates in effect on the test day of the terminated collective bargaining agreement. However, the Trustees reserve the right to induce besiefs levels if the contribution rate is or becomes less than the non-published rate for the applicable benefit plan or class.
  - This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a cotective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in wrking otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the Jate of termination of participation or b) the Employer and provide written notice of their decision to the Employer and provide written notice of their decision to the Employer as no longer obligated by a connect or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified main with return receipt requested which describes the reason why the Employer is no longer obligated to contribute one) the date the NRRB certifies the result of an election that terminates the Union's representative status terminates through a valid disclaimer of interest in the event the Employer participates in both the Pension Fund and the Health and Welfark Fund and the termination referred to in a) or b) relates to only one Fund. In the event an NRRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the other Fund.
- 6. When a new collective bargarning agreement is signed or the Employer and the Union agree to change the collective bargarning agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s). Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's Contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid, a) an agreement that purports to retroactively eliminate or reduce the Employer's stautony or contractual duty to conflict to the Fund(s); b) an agreement that purports to prospectively reduce the Contribution rate payable to the Pension Fund or o) an agreement that purports to prospectively emitinate the duty to continue to the Pansion Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

A CONTRACTOR OF THE SECOND

- 1. Porpurposes of this Agreement, the term. Covered Employee, shall mean any rul-time or patt-time employees covered by a coefficient bargarning agreement requiring contractions to the Fund(a) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Weitere Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Weitere Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement strates that contributions shall not be due on newly hired. Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to thess or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered. Employee who is a re-employed service member or former service member but for his or her absence during a period of unitermed service as defined at 10 C F H § 104.3.
- 9. On or before the 15th day of each morn, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, tayoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month, in the event of a delinquency, a) the Employer shall be obligated to pay inferest on the montes due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not mitted to, altomeys' feet and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions award for each calendar week (Sunday thlough Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions brilled by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that faits to infer the pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to corect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be part by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bergaining agreement
- 12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 9B-7) and agrees that while this Agreement ratmains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct sudits, the limits ten year written contract stabute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accure with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consont of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control

IN WITHESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized reprosentatives, the day and year first above written.

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CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

ACCOUNT NUMBER: 2055000-0900-00135A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund") in accordance with its collective bargaking agreement with the Union covering the following job classification(s): TRUCK DRIVERS AND MECHANICS AT THE COMPANY'S INDIANAPOLIS, INDIANA AND PLYMOUTH, INDIANA FACILITIES

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and

- Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

  2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:
  - MAY 2, 2014 Effective Date: \$140.20 Rate: MAY 2, 2015 Effective Date: 148.60 Rate: Effective Date: Rate: Effective Date: Rate: Effective Date: Rate: The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates: 3, Effective Date: Rate: Effective Date: Effective Date: Rate: Effective Date: Rate: Effective Date: Rale:
- 4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike untess the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the pargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s): b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-timo employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period ho/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or itiness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievence/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to liness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employes workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accure after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Woltare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pentinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

DAILING INTERNATIONAL INC	Local Union No. 135
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
	Printed Name and Tibe
SEP 1 5 2014	9/8/14
Dale	Date
Complete Address of Employer	RECEIVED
	OCT 0 1 20i4
Telephone Number Fax Number	CONTRACT Department
Federal Employer Identification Number	
If the Employer is signatory to a National or Group Contract	I, indicate the name of such Contract:
s the Employer an itinerant construction company working	on a project or on a seasonal basis? Yes No

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

Southwest Are Fund ("Health	eas Pension Fund ("Pens	the terms under which the sion Fund") and/or the Centectordance with its collectives	itral States, South	neast and Southwest A	treas Health and Welfare
and any other	job classification covered	by the collective bargainin	g agreement.		
adopted by the	and all amendments sul	yer agree to be bound by the beguently adopted as well and accept the respective	ll as all rules and	regulations presently	in effect or subsequently
2.	The Employer shall co	ontribute to the Pension Fur	nd for each Cover	, <u>,</u>	lowing rates:
	Effective Date:	July 1, 2013	_ Rate:	\$46.20	
	Effective Date:	July 1, 2014	Rate:	\$49.00	
	Effective Date:	July 1, 2015	Rate:	\$5 <b>1.90</b>	
	Effective Date:	July 1, 2016	_ Rate:	\$54.00	
	Effective Date:	July 1; 2017	Rate:	\$56.20	
<b>3</b> .	The Employer shall co	ontribute to the Health and	Welfare Fund for	each Covered Employe	ee at the following rates:
Effective Date:	N/A	Rate:			
Effective Date:		Rate:			
Effective Date:		Rate:			
Effective Date:	N/A	Rate:		<del>_</del>	
Effective Date:	N/A	Rate:			

- new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an Interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not term nate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Wolfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit,

- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable: The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.
- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or Irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- 10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Herbert F. Darling, Inc.	Local Union No. 449
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
12 17 13 Date	September 12, 2013
131 California Drive	Date
Williamsville, NY 14221 Complete Address of Employer	
716-632-1125 716-632-0705 Telephone Number Fax Number	
16-0927953 Federal Employer Identification Number	
If the Employer is signatory to a National or Group Contract, ind  AGC Agreement - Heavy & Highway	licate the name of such Contract:
Is the Employer an itinerant construction company working on a	a project or on a seasonal basis? Yes NoX

02/03/2011

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CENTRAL STATES FIELD AUDIT + 19207256990

NO.482

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## **PARTICIPATION AGREEMENT**

CENTRÁL STATES. SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDMEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 80018-4938 PHONE: (847) 518-8600 EMPLOYEE THEISTELS FRED GROUNG JER-IY YOUNGER GRONOF J. WONTLEY

ENPLAYER TRUETISS HENNARD MICCUTALL ANTRUM H. BLEY'R JA OMRY F. CALDWELL ROBALLI DMITTERAND

LIBERTING BIRDS

### Account No. 2086000-0101-862-A

THIS AGRESISENT sets forth the terms under which the Employer will participate in the Central States, Southwest Areas Pension Fund ("Pension Fund") analor the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bergaining agreement with the Union covering Paul Sinioky Only.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pecialon Fund and/or the Health and Walfare Fund and all amendments subsequently adopted as wall as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employee and Employee Trustees and their successors.

The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

	Effective Date: 03/28/10		Rete:	\$168.70 per week	
	Effective Date: 03/27/11	•	Rate: _	\$182.20 per wool	
	Effective Date: 03/27/12		Rate.	\$193,10 per week	
	Effective Date:		Rate:		
	Effective Date:		Rete:		
3.	The Employer shall contribute to the He	with a	end Welfa	re Fund for each Covered Employee at the follow	wing rates:
	Effective Date: 05/30/10	:	Raja:	8236-70 per week	
•	Effective Date: 08/01/11	-	Rate:	\$262,50 per week	1
	Effective Date: 08/01/12		Role:	\$292,50 per week (Not-To-Exceed)	
	Effective Oats:		Refet		
	Effective Date:		Rete:		
	Charles are spender offer the loss		missa Bak	and forth in normal subs 2 and 3 about he does	and benime

4. Contribution rate changes after the last Effective Date set forth in peragraphs 2 and 3 shall be determined by each new collective bargathing agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an inform agreement assume shing contribution rates during the periods infrer a new collective bargathing agreement to being nagorised. In the absence of an inform agreement, this contribution rate during the periods after formulation of a collective bargathing agreement and prior to the termination of this Agreement, shall be the rates in effect on the last day of the formination of this Agreement, shall be the rates in effect on the last day of the formination of this Agreement, shall be the rates in effect on the last day of the formination of this Agreement, shall be the rates in effect on the last day of the formination of this Agreement, shall be the rates in effect on the last day of the formination of the formination of the shall be determined by the contribution rate is or becomes less than the their published rate for the applicable benefit plan or oldes.

5. This Agreement and the obligation to piry contributions to the Fund(s) will continue after the termination of a collective bargaining agreement except the contributions shall be the during a strice unless the Union and the Employer mutually agree in whiling otherwise. This Agreement and the Employer's obligation to pay contributions when not terminate until a) the Trustage decide to terminate the part 3 pation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation on b) the Employer is no longer obligated by a contribute at contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Continuets Department at the address aspectfied above sent by certified mail with return receipt requested which describes the resourch as a longer obligated to contribute at c) the date the NLRB certifies the result of an election that terminates the Turion's representative status or d) the date the Linich's representative status terminates through a vest disclarmer of interest. In the event the Employer perticipates in both the Panalon hund and the theory will be the status or d) the date the Linich's representative status terminates through a vest disclarmer of interest to only one Fund, then this Agreement shall remain in effect with respect to the remaining unit, this Agreement shall remain in effect with respect to the remaining unit.

8. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement. The Employer shall promptly submit the entire agreement of modification to the Fundia). Combiscio Department by certified mail (return receipt requested) at the address specified appear. Any agreement of understanding which effects the Employer's contribution obligation which has not been submitted to the Fundia) as the paragraph, shall not be binding on the Trustees and this Agreement and the writton agreement(s) that has been submitted to the Fundia) shall elicine remain enforceable. The following agreements shall not be vaid; a) an agreement that authors, to reproducely eliminate or regions the Employer's statutory or contribute to the Fundia) on agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

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CENTRAL STATES FIELD AUDIT + 19207256990

For purposes of this Agreement, the term "Covered Employee" whall mover Paul Sinicity. Covered Employee shall not include any parson amployed in a managerial or supervisory capacity or any parson amployed for the principal purpose of obtaining benefits from the

8. The Employer agrees to remit contributions on behalf of Paul Sinicity for any period he/she received, of is entitled to received compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or lithese pay, involved control Labor Relations Board proceeding, grisual reals interested proceeding or other legal proceeding or estimaters. If the categories bargaining agreement states that conditions shall not be due until the Covered Employees for a specified weiting period, no contributions also to due until the Covered Employees for a specified weiting period, no contributions also to due until the Covered Employees complished the applicable collective burgaining egreement, contributions also to be made to the Fundis) on behalf of any Covered Employees who is not writted to compensation. The Employer sholl pay any contributions that would have otherwise been paid on any Covered Employee who is not entitled to compensation. The Employer sholl pay any contributions that would have otherwise been paid on any Covered Employee who is not entitled to compensation. The Complete Stories member but for his or her absence during a particle of uniformed service as defined at 32 C.F.R. §104.3.

On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee 9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new livine, layeffe or terminations) which occurred during the prior month and must pay all contributions award for the prior month. In the event of a caliphonemy, a) the Employer shall be obligated to pay interest on the months due to the Fund(s) from the dise when payment was due to the when the payment is made, logather with all expenses of collection including, but not infilled to, attempted fees and coats and b) at the option of the Trustees or their delegated representative, the payment of contributions that each of the Employer has become set inquent what he excelerated so that the contributions eved for each calendar week (Sundisy through 6 sturday) shall be due on the following Monday. If the Employer tails to report changes in the covered workforce on time, the Employer this definitions billed by the Health and Welfam Fund regardless of actual terminations, leaves of absence, layers or other changes in the contributions billed by the Health and Welfam Fund regardless of any Employer that falls to timely pay required contributions.

10. The Employer shall provide the Trustees with success to its payrol) records and other pertinent records when requested by the Fund(s). If this title is a state of the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attentions fees. and couls incurred by the Fund(a).

The Truetees shall not be required to authors any dispute concerning the Employer's obligation to pay contributions to any grievance/emitration procedure set forth in any pollective pergeining agreement.

The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulliatin 90-7) and agrees that while this Agreement remerts in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including scalars to collect de inquent contributions or to conduct audits, the times ten year written contract statute of first attors what apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpeld contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or terministed without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITHERS WHEREOF, seld Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

W N Deul Transfer Lines	<del></del>	Local Union No. 682	
Redacted by U.S. Department of the Treasury		Redacted by U.S. Departm of the Treasury	nent
1/19/11		2/6/// Date	
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eaphone Number Fax Number	<del></del>	Ç.	•
ederal Employer Identification Number		t	
film Employer is signatory to a National or Group Con	tract, indicate the ri	emo of e.ch Contract	



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938

PHONE: (847) 518-9800

EMPLOYES TRUSTLES HAY CASH AFFO 30. SCONGE A WESTLEY

EMPLOYER TRUSTELS HOWARD MODULAND DAVID F MORREDN TOWN WENTERN DAVID F MORREDN TOWN WENTERN DAVID 1 BRUTTO

executing date for Rohad J Rubalaga

RECEIVED CONTRACT DEPT

THIS AGREEMENT sets form the terms under which the Employer will participate in the Central States. Southeast and Southwest and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of: Truck Drivers & Warehousemen.
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- The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulato is presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.
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	ontribution Period 7 for each Covered Empl  Effective Cato: 1/1/01	***	
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3.		Rate:	uţot
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	The Employer shall continues to the Envered Employee at the following rates.	sealth and Welfare Fund per week (the "Contrib Rate: \$2.10 per hour	uğarı
	The Employer shall continue to the Exercise Employee at the following rates.  Effective Date: 01/01/01	Rate: \$2.10 per hour	u <b>čo</b> ri
	The Employer shall combute to the Povered Employee at the following rates.  Effective Date: 01/01/01  Effective Date:	Rate: \$2.10 per hour  Rate:	-uğorı

- determined by each new collective bargaining egreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an Interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreem int and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class.
- This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in witting otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until other a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s)' Contracts Department at the address specified above cent by certified most with return receipt requested whitin describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to in ii) or b) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.
- When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mult (return receipt requested) at the address specified above. Any agreement or understanding which arrests the Entologier's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.
- For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short form employees who work for undertain or rregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

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- The Employer agrees to result contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment retationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, leyof-severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective pargaining agreement states that contributions shall not be due on newly lifted Covered Employees for a specified waiting period. no contributions shall be due until the Covered Empiryea completes the specified waiting period. If required by the applicable co. ective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or rejury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise buen paid on any Covered Employee who is a reemployed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §104.3.
- On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hites, layoffs or terminations) which occurred during the anor month and must pay all contributions owed for the prior month. Its the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expendes of collection incurred by the Fund(s), including, but not limited to, attornoys' lees and costs and b) at the option of the Trustees or their detegrated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- The Employer shall provide the Trustaes with access to its payroll records and other pertinent records when requested by the Fund(s) If itigation is required to either obtain access to the Employer's records or to collect addrons, billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' foes and costs incurred by the Fund(s).
- The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any governmentation procedure set forth to say collective bargaining agreement. To the extent there exists any conflict between any provisions of the Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control
- The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Buletin 90-7) and agrees that white this Agreement remains in offect, it will not enter into any agreement that violates the adverse selection rules
- This Agreement shall in all respects be construed according to the taws of the United States. In all actions taken by the Trustess to enforce the terms of this Agreement, including actions to collect delinquent combibutions or to conduct audits, the illinois ten year written contract statute of Linkations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written nobce of the existence of the Employers flability.
  - This Agreement may not be orally modified or terminated.

Redacted by U.S. Department of the Treasury	Redacted by U.S.  Department of the  Treasury		
1504 CWY HILL PIKE	Printed Name and Title	-	<del>-</del>
Noshylle TN 37210 Complete Address of Employer (615 782-2940		OI JAN	
Telephone Number  222490111 Federal Employer Number		23 PH	
the Employer is signatory to a National or Group C	iontract, <b>indicate the</b> name of such Contract:	<u>ا:</u> 46	



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION F.INDIHEALTH AND WY-LFARE FUND 93/1 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE (847) 518-9800 HINE ACTING CHINE BEY NASHEA CHINE BEY NASHEA MOTOR OF NASHEA THE CHINE HOTELED THE CHINE THE TELES

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THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeas and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Headth and Welfare Fund ("Mealth and Welfate Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): 10 - 14 - 15 and any other job classification covered by the collective bargaining agreement
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The Union and Employer agree to be bound by the Trust Agreement's) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and eccept the respective Employer and Employee Trustees and their successors.

2.	The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates				
	Effective Date May 30, 2005 - Pay 11, 2010	Rate _	<u>\$85.00,</u>	Week_	
	Effective Date: 💏	Rat€		RECEIVED	
	Effective Date:	Rate: _		Ent Ben American de de marcos	
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3	The Employer shall contribute to the Health and following rates				
	Effective Date may 30, 2005 - Descaber 31, 2	Rait -	\$ 1795	e/wkeK	
	Effective Date.				
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	Effective Date:	Rate: _			

- Contribution rate changes after the last Effective that set forth in peragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement and prior to either the execution of a new collective bargaining agreement. However, the other shall be the rates in effect on the tast day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit gian or class.
- 5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a concetive bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer sobligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation or ib) the Employer and drovide writen notice of their decision to the Employer specifying the date of termination of participation or ib) the Employer is no longer obligated by a contract or status to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Decontinent at the address specified above sent by certified multiwith return receipt requested which describes the maxion why the Employer is no longer obligated to continuously of the date the Union's representative status for an election that terminates the Union's representative status of d) the date the Union's representative status terminates through a valid disclaimer of interest in the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination referred to nice or by one Fund, then this Agreement shall remain in effect with respect to the creminder of the event remain in effect with respect to the remainder of the bargaining unit.
- 6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s). Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obtigation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone romain enforceable. The following agreements shall not be valid; a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively require the contribution race payable to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

- 7. For purposes of this Agreement, the term "Covered Employee" shall mean any run-ome or part-timb employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees the instort term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managefial or supprisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).
- 8. The Employer agrees to remit contributions on behalf of each Covered Employee for any pencil halfancecives, or is entitled to receive compensation (regardless of whether the employment relationship is terminated), including show up time day, overtime pay, holiday pay, disability or iffness pay algorithment pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding grievance/arbitration proceeding or containing proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting particle, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to almess or injury even if the Covered Employee is not entitled to compensation. The Employee shall pay any committened that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.
- 9. On or before the 15th day of each month, the Employer trust report to the Fund(s) any change in the Covered Engloyee wondorde (including Lutinot emited to new hires, tayoffs or terminations) which occurred during the phorimorth and must pay all contributions owed for the prior month. In the event of a definquency, s) the Employer shat be obligated to pay interest on the montes due to the Fund(s) from the date when payment was due to the date when the payment is mode, together with all exponses of collection incurred by the Fund(s), including, but not furthed to, attorneys less and costs and objective option of the Trustees or their delegated representative the payment of contributions that accrue after the Employer has become definquent shell be accelerated so that the contributions award for each catendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the Covered workforce on time, the Employer must pay the contributions bit ed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, tayoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.
- The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). It flogation is required to either obtain access to the Employer's records or to collect additional bitings that result from the review of the records, all dosts incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).
- 11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.
- 12. The Emproyer acknowledges that it is aware of the Fund(s)" adverse selection rule (including Special Bulletin 90-7) and agrees that white this Agrooment remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule
- 13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to cohect definitions on to conduct audits, the Bhoos ten year whiten contract statute of Imitations shall apply. The Employer agrees that the statute of finitiations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the expected of the Employer's habitity.
- 14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Peridipation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Desp Foods Conners (Dean	Foods North Central. Inc.	Laure Union No. 117a		
Redacted by U.S. Departrof the Treasury	nent	Redacted by U.S. Department of the Treasury		
August 22, 2005 Oate 3600 River Road	<u></u> .	S/IS/AUTO		
Franklin Park. 11. 60131 Complete Address of Employer (847) 233-5498	1 84% 233-5505	SEP 1 8 2005 CONTRACT		
Telephorie Number 75-2969189	Fax Number	DEPARTMENT -		
	National or Group Contract, indicat			