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

ITEM NO. 37 SECTION V FILE 2 of 5 Employer Name De De Beverage Inc Deig Brothers Lumber & Construction Co Inc **Delaurent Construction Co Inc** Louis Del Prince & Sons Inc Delta Gases Inc DeMaria Building Company Inc Dennis Trucking Company Inc De Witt Products Company The Dial Corporation JC Dillon Inc **DiPizio Construction Company Inc Distributors Terminal Corporation** Doan Companies **Dobson Industrial Inc** Double M Trucking Duffek Sand & Gravel Inc **Dump Trucks Inc Dunigan Brothers Inc** Dunn Company Dykstra Brothers Excavating Inc Eagle Drayage Warehouse Company East Side Jersey Dairy Inc Edgerton Trucking Inc Edge Industries Inc Ehret Inc Emerald Trucking LLC Employco USA H J Eppel & Company Inc Equipment Transfer LLC Erickson Transport Corporation Erickson Trucking Service Inc Event Media Inc **Event Productions Inc Exterior Interior Specialists** Factory Steel & Metal Supply Company C3 Presents LLC Federal Warehouse Company

Employer Name Feken Trucking & Excavting Fendt Builders Supply Inc Ferguson Block Company Ferguson Enterprises Inc Ferrellgas Inc Ferrous Processing & Trading Company Feutz Contractors Inc Fisher Sand & Gravel Company Georgetown Logistics Inc Flint Rail Services LLC Flint Welding Supply Company Florence Cement Company Floyd's Rigging & Machinery Movers Inc Flynn Paving Company Foremost Farms USA Forrer Business Interior Inc Fox Contractors Corporation Frantz Company Inc Freeman Expositions Inc Piggly Wiggly Midwest LLC Frisbie Moving & Storage Company Frye Williamson Press Inc Lou Fusz Motor Company **Global Experience Specialists Inc** G & L Corp G R P Mechanical Co G UB MK Constructors G T L Truck Lines Inc G V Cement Contracting Company Glass Management Services Inc **Dominic Gaglio Construction** Garbo Motor Sales Inc B Garcia Trucking Company Gardenscape Contractors Inc Gaunt & Son Asphalt Inc Gauthier & Sons Construction Inc General Hardwood Company Gensini Excavating Geodynamics Inc Georgewitz Contracting Company Ed Gersek Inc Gilmer Trucking LLC

Employer Name Goettle Equipment Company Gradex Inc Grady Brothers Inc Grand Blanc Cement Products Grand Rapids Gravel Company Graycor Industrial Graybar Electric Company Inc Great Lakes Export Company John E Green Company Inc Grossman Iron & Steel Company Grosso Construction Company M C Gutherie Lumber Company **H P Products Corporation** Haier Plumbing & Heating Hajoca Corporation Hall Engineering Company Hanks Excavating & Landscaping Inc Lehigh Hanson Harmon Farms Trucking Inc Harris Steel Company Hartford Bakery Inc Harvard Maintenance Joe Hatzer & Son Inc Hayward Baker Inc Heads Construction Inc Blueline Rental LLC R C Hendrick & Son Inc Hennes Services Inc Hi Way Paving Inc Highway Materials Transprort Inc Hiland Dairy Foods Co LLC Hoerr Construction Inc Holly Construction Company The Hoosier Company Inc Howell Paving Inc Hoyt Brumm & Link Inc CA Hull Co Inc Ben Hur Construction Company Hutchens Mortuary & Cremation Center Cemex Inc I M I South LLC I M I Southwest Inc

Employer Name Irving Materials Inc Angelo lafrate Construction Illini Excavation & Reclamation Inc Illinois Excavators Inc Imperial Construction Co Inc Consolidated Container Company Industrial Contractors Skanska Infrasource Construction Ingram Truck Lines Inc ICS Construction Services Ltd International Paper Company Interstate Erecting Inc Iroquois Paving Corporation J B Contracting Corporation Roger Jameson J R Jensen Construction Company Johnson Contractors Inc Johnson Controls Inc Johnstone Machinery Movers Inc George Jones Excavating LLC Earle M Jorgensen Co Leo Journagan Construction Company Inc K & M Equipment Inc K T Trucking Inc KS Energy Services LLC Kankakee Valley Construction Co Inc Karvo Paving Company Keller Transfer Line Inc MJ Kellner Co Inc Kellogg Sales Company Kemps LLC Kenosha Releasing Inc Kinney Contractors Inc Lee Kintner & Sons Inc Kirby-Smith Machinery Inc Kirscher Transport Inc Klance Staging Inc Kleiman Construction Inc Koenig Sand & Gravel LLC Koetting Ford Inc Kokosing Construction Company Inc Kraemer Mining & Materials Inc

Employer Name Kutis Funeral Home Inc LCK Trucking Lafarge North America Inc Ray Lafore Truck Services Lakeville Motor Express Land O Lakes Inc La Porte Transit Company Inc Laramie Inc Larson Danielson Construction Co Leicht Transfer & Storage Co LICA Construction Corp William Lonie Inc Liese Lumber Company Inc C J Link Lumber Company C F Long & Sons Inc Luburgh Inc

- Para	PARTICIPATION	AGREEMENT	RECEIVED
	CENTRAL STATES, SOUTHEAS PENSION FUND/HEALTH 9377 WEST HIG	AND WELFARE FUND	AUG 2 0 2014
L'AND	ROSEMONT, ILLING PHONE: (847	018 60018-4938	CONTRACT DEPASTMENT
	ACCOUNT NUMBER:	2141500-0100-554	

THIS AGREEMENT sets forth the terms under which the Employer will periologiste 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 Welfere Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

and any other jcb 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:	May 4, 2014	Rate:	\$204.70
Effective Date:	May 3, 2016	Rate:	\$217.00
Effective Date:	Nay 1, 2018	Rato:	\$225.70
Effective Date:		Rate:	
Effective Date:		Rate:	

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

Effective Date:	August 31, 2014	Rate:	\$256.50		
Effective Date:	May 3, 2015	Rata:	\$285.40*		
Effective Date:	May 1, 2016	Rale:	\$317,10*		
Effective Date:		Rate:			
Effective Date:		Rate:			

* rates required to maintain plan, not to axceed quoted rates

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective barcelining 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 bergaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after tormination of a collective bargaining agreement and prior to either the execution of a new 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 bargeining egreement 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 a obligation to pay contributions shall not terminate until a) the Trustees decide to termination of participation of the Employer and provide writien notice of their decision to the Employer specifying the date of termination of participation or b) the Employer and provide writien notice of their decision to the Employer specifying and the Fund(a) have received a written notice directed to the Fund(s) Contracts Department at the address specified by cardified mail with return receipt requested which describes the reason why the Employer participates to contribute to the Vinor's representative status terminates the result of an effection of interest. In the event the Employer participates is both the Pension representative status terminates funding and the termination referred to in a) or b) relates to analy one Fund, and Walfare Fund and the termination referred to in a) or b) relates to analy one Fund, then this Agreement shell remain in effect with respect to the other Fund. In the event an NLRB election or discipation 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 remein enforceable. The following agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone the Employer's tabulation of the contracted duty to contract a greement that purports to prespectively eliminate or reduce the contribution rate psychle to the Pension Fund or c) an agreement that purports to prespectively submits 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" shell 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 integrate duration) except a casual employee shell not be a Covered Employees 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 if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shell not include any person employed in a managorial or supervisory expactly or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to ramit 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, heliday pay, disability or filmass pay, havefilesverance 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 parlod, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, cantibutions shall also be made to the Fund(s) on behalf of any Covered Employee who is not waiting due to itness or injury evan if the Covered Employee is not enited to composation. The Employee shall pay any constitutions that are omployed 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, legotifs or terminations) which encurred during the prior month and must pay all contributions ewad for the prior month. In the event of a delinquency, e) 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 eli expenses of collection 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 representative, the payment of contributions that accurs after the Employer has become delinquent shall be accelerated so that the contributions over of one actin calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fault to report chainges 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, legits or other changes in the workforce. The Trustees means to report 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 payrol records and other pertinent records when requested by the Fund(s). If kitigation is required to either obtain access to the Employer's records or to collect additional bilings 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' feas 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 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 laws of the United States. In all socions 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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IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized reprosentatives, the day and year first above written.

MOLLANTAR (DEDEREVERAGE

Redacted by U.S. Department of the Treasury

18/2014 Data

2106 FRIST 3RAS Siwx Cuty TA. Complete Address d'Employer 5110

712-202-0 A-255-0163 Telephone Number Fax Number

H2-1430127 Federal Employer Identification Number Local Union No. 554

Redacted by U.S. Department of the Treasury

Printed Name and Title

08/18/14 Date

Date

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

is the Employer an Kinemant construction company working on a project or on a seasonal basis? Yes

____ No _____

RECEIVED

AUG 2 0 2014

CONTRACT DEPARTMENT

Cilliantinhate at CSTWINDOWNOWNOODEDE UNION PALADER 0 X14/2005

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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: 2149200-0202-00215A

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 bargaining agreement with the Union covering the following job classification(s): <u>Building Construction, Government defense projects and/or industrial projects</u>

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:	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:	- <u></u>	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 bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of a collective bargaining agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustces 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 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 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 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 legat 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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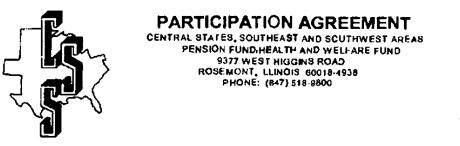
Deig Brothers	Lumber &	Construction
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Employer Name		Redacted by U.S. Department
Redacted by U.S. D	Department	of the Treasury
of the Treasury		
Printed Name and Title		
September 6,	2012	9/13/12
Date		Date Date
		_
P O Box 6429, Evansvi	ilie, IN 47719	_ RECEIVED
Complete Address of Em	ployer	
812-423-4201	812-421-5058	SEP 1 8 2012
Telephone Number	Fax Number	
35-1009310		CONTRACT DEPARTMENT
Federal Employer Identific	cation Number	
If the Employer is signator	ry to a National or Group Contract, ir	ndicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis?	Yes	NoX
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ELULOVE TRAFTER TRE GESAR ERV TOLEGA GEOREE A WESTLEY SAMEE A WOMEY PHILP E YOUNG

BORLOVER TRUSTERS HOWARD MEDCHSALL ARTHUR & BUINTE, JR. TOM J., UDATURA GARYE CALOWELL CHRISTOPHER LANCAR

EXECUTIVE DIRECTOR THOMAS C. NYHAN

THIS AGREEMENT sets forth the terms under which the Empioyer 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) <u>DTIVETS (Rel.</u> CLASS.) and any other job classification covered by the collective bargaining agreement and the Agreement between the Health and Welfare Fund and the Itinois Conference of Teamsters and Employers Westere Fund both of which are incorporated herem.

The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Wolfars 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 for each Covered Employee at the following rates:	× ۳۰3	<i>a</i>	7:3	<u>ر</u> ان	
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Effective Date:	Rate:	
Effective Date:	Raie;	rig 4 cont
Fffective Dele:	Rate:	AUG 4 2005
Effective Date:	Raio:	TOACTMEN
Effective Date:	Rate:	
The Employer shall contribute to the Heal following rates:	its and Welfure Fund for each Covered Err	ployee at the

Effective Date: <u>7/1/05</u>	Rate: <u>\$7.00 per hour</u>
Effective Date.	Rale:
Effective Dato:	Rate:
Effective Date:	Rale:
Effective Date:	Rate:

З.

4. Controlution rate changes after the ast Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaring agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an inform agreement estabilishing contribution rates duing the periods when a new collective bargaring agreement and profile on interim agreement, the contribution rate rousred in be paid after term netion of a collective bargaring agreement and profile on the execution of a new collective bargaring agreement or the term nation of a collective bargaring agreement and profile on the last day of the remainated collective bargaring agreement. However, the Trustees needs 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 Agroement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargailing agreement and during a strike exceptino contributions shall be due during e strike unless the Union and the Employer mutually agreement and during a strike exceptino contributions shall be due during e strike unless the Union and the Employer mutually agreement and during a strike exceptino contributions shall be due during e strike unless the Union and the Employer mutually agreement and the minimate until a) that Trustices decide to terminate the participation of the Employer's obligation to pay contributions shall not terminate until a) that Trustices decide to terminate the 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 sant by certified mail with return receipt requested which describes the reason why the Employer is no longer obligater to contribute or () 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 disclament of internation reterred to in a) or b) relates to only one Fund, then this Agreement shall remain the election or disclamer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain the 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 max (return receipt requested) at the address specified above. Any egreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shell not be bloding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shell e one remain enforceable. The following agreements shall not be vake; a) an agreement that purports to retroactive yie minate 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 lerm "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 (Lo, short term employees who work for uncertain or inregular duration) accept a casual employee shall not be a Covered Employee with respect to the Health and Weitere Fund if the corrective bargaining agreement explicitly excludes casual employees from participation in the Health and Weitere Fund. Covered Employee shall not include any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to reinit 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), individing show up time pay, overtime pay, haliday pay, disstillity or Eness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance rary, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance rary, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance rary, vacation proceeding or other legal proceeding or settlement. If the context bargeining 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, no contributions shall be due until the Covered Employee completes the fund[g] on behalf of any Covered Employee who is not working due to Laces or injury even if the Covered Employee is not untilled to compensation. The Employee shall pay any contributions that would have otherwise bean paid on any Covered Employee who is a re-employed service memoer 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 Covind Employee workforce (including, but not limited to new hires, layoffs or terminations) which becurred 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, togethor with all expenses of collection incurred by the Fund(s), including, but not i mited to, attorneys' rees and costs and by at the option of the Trustees or their de egaled heresentative, the payment of contributions that accrue after the Employer has become definquent shall be becaused so that the contributions owed for each calender week (Sunday through Saturday) shall be doe on the to towing Monday if the Employer fails to report changes in the covered workforce on time, the Employer for other changes in the workforce. The Trustees reserve the right to ferminate the participation of any Employer that fails to turney pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll fecords and other pertinent records when requested by the Fund(s). If Ittigution 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 up uponeys' 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.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Buildin 90-7) and agrees that while this Agreement remains in effect. Swill not enter into any agreement or engage in any practice that violates the adverse selection rule.

13. This Agreement shat in all respects be construed according to the laws of the Unded States. In all actions taken by the Trustiers to enforce the terms of this Agreement, including actions to control control to control the status of this Agreement, including actions to control control to control the status of this Agreement, including actions to control to control to conduct studies, the Illingts to year written contract statute of limitations shall apply. The Employer agrees that the statute of finitations shall not begin to accure with respect to any uncard control to such time as the Fund(s) receive actual written notice of the existence of the Employer agrees is able to be the existence of the Employer agrees.

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 Part clipation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shab 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.

DeLaurent Construction Co., Inc.	
Redacted by U.S. Department Red	lacted by U.S. Department
of the Treasury of the	ne Treasury
	· · ·
	ed Nama and Title
7/15/2005	1-17-03
Date	55 55 65 TO D 0 7 13 65
98 Gillespie St., P. O. Box 8	RECHIVED
Wilsonville, IL 62093	
Complete Address of Employer	ABG 4 2005
(217/835-4861 (217/835-6629	
Telephone Number Fax Number	CANTTART
37-0963650	0.000
Federal Employer Identification Number	DEPACTORINT
If the Employer is signatory to a National or Group Contract, indicate the na	me of such Contract:
Articles of Construction	······································

rev. 02/05



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 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): <u>Truck Drivers</u>

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:	July 1, 2012	Rate:	\$52.90 daily
Effective Date:	July 1, 2013	Rate:	\$55.00 daily
Effective Date:	July 1, 2014	Rate:	\$57.20 daily
Effective Date:	July 1, 2015	Rat e :	\$59.50 daily
Effective Date:	July 1, 2016	Rate:	\$61.90 daily

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 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 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 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 de egated 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 Agrocment 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.

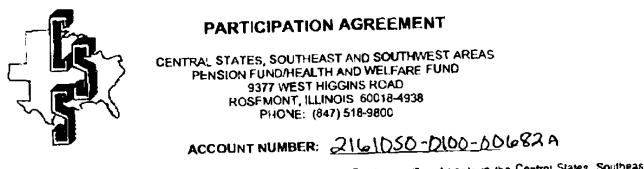
37**. 2**1.15

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.

Louis Del Prince & Sons, Inc.		449 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			
alution		1/16/2012			
Date	<u> </u>	Date			
580 Cayuga Road					
Cheektowaga, NY 1422	25	- RECTO			
Complete Address of Em	ployer				
(716) 633-1053	(716) 633-1053	5 2012			
Telephone Number	Fax Number				
16-0834389					
Federal Employer Identifi	cation Number				
	ry to a National or Group Contract, i ial Agreement	ndicate the name of such Contract:			
Is the Employer an itinera	int construction company working or	n a project or on a seasonal basis? Yes No			

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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") in accordance with its collective bargaining agreement with the Union covering the following job classification(s):

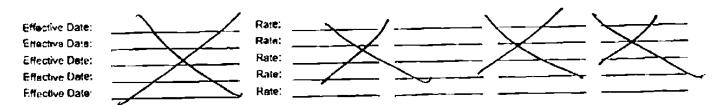
and any other job classification covered by the collective bargeining agreement.

1. The Union and Emoloyer agree to be bound by the Trust Agreement(a) 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 reles:

Effective Date:	Janvary 1, 2011	Rate:	- 43.10 per week
Effective Date:	January 1, 2012	Rate:	44.60 perweek
Effective Date:	January 1,2013	Rate;	46.80 perweek
Effective Date:		Rute:	
Effective Date:		Rate	

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



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 interm 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 formination of a collective bargaining agreement and prior to rather the execution of a new collective bargaining agreement or the fermination of this Agreement, shall be the rates in effect on the tast 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 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 and provide written notice of their decision to the Employer specifying the date of 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 d) the date the Union's representative status terminates the union's representative status terminates through a valid disclation 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 e) 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 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 curing the stated torm 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 Imegular 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 ha/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overlime pay, holday 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 infury 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 relemployed 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 ell expenses of collection incurred by the Fund(s), including, but not kimited 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 Wielfare 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 Truslees with access to its payroll records and other pertinent records when requested by the Fund(s). If highbon 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 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 tillinois 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.

Delta Gasses Inc.

Redacted by U.S. Department of the Treasury

Printed Name and Title

1-18-11 Date

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2470 Pale Pd. Complete Address of Employer 103043 <u>314-567-7121</u> <u>314-567-7287</u> Telephone Number Fax Number

43-171-9246 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 dinerant construction company working on a project or on a seasonal basis? Yes ______ No _____

Tomators 1082 weal Lision No Redacted by U.S. Department of the Treasury

Printed Name and Tide

12011 Date

Fax# 847-518-9773 Att: Evelyn Guzman Or mail Central States Funds 9377 W. Higgins Kd Rosemont, IL. 60018

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NO.935

-P-	PARTICIPATION AGREEMENT
	CENTRAL STATES, SOUTHEAST AND GOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND
7	9377 WEGT MIGGING KOAD ROBEMONT, ILLINOIS 60018-4938
	PHONE: (847) 618-9800
	ACCOUNT NUMBER:

THIS AGREEMENT sale forth the terms under which the Employer will participate in the Cantral States, Bourheast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Wolfare Fund") In accordance with its collective bargaining agreement with the Union covering the following job dassification(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 an amandments 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 successore.

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

Egeptive Oats:	6/1/09	Rala:	\$44.50 per day
Effective Dete:	6/1/10	Rate:	647.80 per day
Effective Date:	6/1/11	Rate:	\$50.50 per dey
Effective Date:	6/1/12	Rate:	\$83.00 par day
Effective Dete:		Rate:	

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

Effective Dete:	not applicable	Rate:	#negative
Effective Date:		Roto:	
Effective Data:		Raio:	,
Effective Date:	- 	Rate:	
Effective Date:		Retai	

Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shat be determined by sech new collective pergeining agreement and such reto 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 abaence of an interim agreement, the contribution rate required to be paid efter termination of a collective bargaining agreement and prior to either the execution of a new collective bargeining spreament or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargelining agreement. However, the Trustees reserve the right to reduce benefit lovels if the contribution rate is or becames less then the then published rate for the applicable benefit plan of class.

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 urbers the Union and the Employer mutually agree in writing otherwise. The Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the periodeation 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 etabute to the Fund(s) and the Fund(e) have race yed a written notice directed to the Fund(s)' Contracte Department at the address specified above sent by certified mail with require receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB cartified the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates incough a velid declaimer of interest. In the event the Employer participates in both the Panalen Fund and the Health and Wallers 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 peri of the bargaliting unit, this Agreement shall remain in affect with respect to the remainder of the bergaining unit.

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0. When a new collective bergaining agreement is signed or the Employer and the Union agrees to change the collective bergaining agreement is maining agreement in an interfaction to the Fund(s) Contracts collective bergaining agreement, the Employer shall promptly submit the antire 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 attacts the Employer's contraction obligation which has not been submitted to the Fund(s) as required by this peragraph, shall alone the andires 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 wild; a) an agreement that purports to retractively eliminate or reduce the Employer's statutory or commentant duty to contribute to the Fund(s); b) an agreement that purports to prospectively eliminate 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 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 employee (i.e. short term employees who work for uncertain or tregular duration) except a casual employee shall not be a Govered Employee with respect to the Nexth and Walters Fund if the collective bargaining agreement expirities or part-time employees from participation in the Health and Walters Fund. Covered Employee shall not include any person employed in a managemal or supervisory depactly 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 holder receives, or is entitled to receive, compensation (regergices of whether the employment relationship is terminated), including show up time pay, overtime pay, holday pay, disability of illness pay, layoff/severance pay, vacation pay of the payment of wages which are the result of any National Labor Relations Board processing, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bergaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified withing period no contributions shall not be due on newly hired Covered Employees for a specified withing period no contributions shall be due until the Covered Employee completes the specified withing period. If required by the applicable collective bergaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is a re-employed service member or former service member bot for his or her absence during a period of uniformed earvice 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(e) any change in the Covered Employee workforce (Including, but not limited to new hires, tayoffs or terminations) which occurred during the arter manih and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employee shall be catigned to pay interast on the manies due to the Fund(e) 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(e), including, but not imited to contributione that expenses of collection incurred by the Fund(e), including, but not emited to a skorreys' has and costs and b) at the option of the fundses or their delegated representative, the payment of contributione that accrue after the Employer has became definitions at the following be accelerated so that the contributions owed for each colondar week (Sunday through Saturday) shell be due on the following the state of expenses of actual to report changes in the segment work force on time, the Employer must pay the contributions billed by the Health and Velfere Fund regardless of actual terminations, leaves of absence, leyoffs or other changes in the workforce. The Trustees rederve the right to terminate the participation of any Employer that fails to contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pattinent records when requested by the Fund(s). If Higstion is required to ether obtain access to the Employer's records of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the review shall be paid by the Employer and the Employer shall payrenty etherneys' tess 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 griavance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer ecknowledges that it is aware of the Fund(s)' adverse selection rule (individing Special Bulletin 60-7) and agrees that while the 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 Agr _ ...gent, including actions to collect delinquent contributions are to conduct audits, the lilingie to year written contract statute of knitetions 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 actual written notice of the existence of the Employer's factory.

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

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Date

1-15-10

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

Printed Name and Title

12/30/00

Dete

X Detroit, MI 48202 Complete Address of Employer

¥ 1031 West Grand Blvd.

X 313-870-2800 X 248-348-0226 Toluphone Number Fax Number

* 38-1915034 Federal Employer Identification Number

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

te the Employer an innerant construction compl	ny working on a project or on a essenal basis?	Yes	 No <u>×</u>

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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

RECEIVED

JUN 1 3 2014

CONTRACT

DEPARTMENT

ACCOUNT NUMBER: 2172600-0201

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southcast 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): <u>drivers</u>

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:	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 Health and Welfare Fund for each Covered Employee at the following rates:

Effective Date:		Rate:	
Effective Date:	<u></u>	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 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. 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, grevance/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 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 the Health and Wetfare Fund regardless of actuat 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 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 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 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.

DENDIS TRUCKING GETTIC	Local Union No. 135	
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury	
Printed Name and Title /		
Date J.D. B=x 9387 TEERE HAUTE, IN 47808	Date	
Complete Address of Employer $S_{12} - 444 - 4271$ $S_{12} - 444 - 4273$ Telephone NumberFax Number		
<u>35-1042866</u> Federal Employer Identification Number		
If the Employer is signatory to a National or Group Contract, indic	cate the name of such Contract:	

is the Employer an itinerant construction company working on a project or on a seasonal basis	? Yes	No XX
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RECEIVED

JUN 1 3 2014

CONTRACT DEPARTMENT

- Par	PARTICIPATION AGREEMENT
	CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938
	PHÓNE: (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 ("I-leatth and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following (ob 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.

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

Effective Date:	<i>5/</i> 1/15 .	Rate:	\$148.60 weakly
Effective Date:	5/1/16	Rate:	\$154.50 weekly
Effective Date:	.5/1/17	Rate:	\$160.70 weekiy
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:	not applicable	Rate:		<u> </u>
Effective Date:		Rate:	• • <u>• • •</u>	
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.

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.

-2-

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.

1

DeWitt Products Company	247
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Printed Name and The $6-23-75$	Date
5860 Plumer Avenue	
Complete Address of Employer	
(313) 554-0575 (313) 554-2171	RECEIVED
Telephone Number Fax Number	JUL 1 3 2015
38-1801806	
Federal Employer Identification Number	CONTRACT Department
If the Employer is signatory to a National or Group Contract, ind	
Is the Employer an itinerant construction company working on a	project or on, a seasonal basis? Yes No
G:\Group::\Funds\Forms\CN/CN PA.\Web.dcc = 01/25/2008	3-
C. 63 004.03 010097 01000 6474 7 7 7100 466 - y 1720/2000 74	

WITNESSETH:	•	PARTICIPATION AGREEMENT
BS50 VEST BRYN MANPA APPHUE CHICXGO, LLNOIS PHONE: [312] 683-6300 THIS AGREEMENT made and satered into on the		PENSION FUND/KEALTH AND WELFARE FUND
PHONE: [312] 693-6300 THIS AGREEMENT made and antimed by on the		8550 VEST BRYN MAWR AVENUE
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 5(c). If the Employer signs and enters into a new collective bargaining agreement with the Union, or modifies such current collect bargaining agreement, the Employer must notify the Trust Fund(s) of such contractual change, and further agrees that applicable Statute of Limitations shall begin to nu until such notice of contract change has been srint to the Fund(s). c. The Employer and Union represent to the Trustees that payments with be made only on behalf of Employees in the collect bargaining unit, exoluding, by way of example but not finitation, self-amployed persons and supervisors, among others. 7. This Agreement shall continue in full force and effect until such notice as the Employer notifies the Fund(s) by certified mail (with copy to the Local Union) that the Employer is no longer under a legal duty to make contributions to the Fund(s). The Employ expressive grees and hereby actince/edge by the signing of the Agreement that is defigibles to make contributions to the Fund(s) the specific basis upon which the Employer is rolying in terminating obligation to marke contributions to the Fund(s). The Employer expressive grees and hereby actince/edge by the signing of the Agreement theil its defigibles to make contributions to the Fund(s) and on the specific basis upon which the Employer is rolying in termination at the indice to the Fund(s) and the fund(s) and the fund(s) and the fund(s). 8. Payments of Employer contributions are to be mailed to the American National Bark and Trust Company of Chicago, LaSafe Weathingtion. Chicago, Liziots, 60590, or to such other depository as the Trustees may designate. 9. On or before the lifteenth (15th) day of the month after the date of a bill, the Employer state and and (s) the provid(s) within said period constitutes audomatic accegations of a teal trustee is a result of any changes of applyere status, regardises of actual termination saves at abaerso, sick layoes, (byoff) or obsich other depository as the Trustees may des		effective increased to \$
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 The Employer and Union represent to the Trustees that payments wit be made only on behalf of Employees in the collect bargaining unit, excluding, by way of example but not itnitation, self-employed persons and supervisors, among others. This Agreement shall continue in full force and effect until such time as the Employer notifies the Fund(s) by certified mail (wit copy to the Local Union) that this Employer is no longer under a legal duty to make contributions to the Fund(s). The Employer shall set forth in the required written notice to the Fund(s) the expressly agrees and hereby sciucwiedges by the signing of the Agreement theil (to deligation to make contributions to the Fund(s). The Employer expressly agrees and hereby sciucwiedges by the signing of the Agreement theil (to deligation to make contributions to the Fund(s) the termination is writing. Payments of Employer contributions are to be mailed to the American National Bark and Trust Company of Chicago, LaSalle Washingion. Chicagos, timols, displayed on the month after the date of a bill, the Employer must report to the Fund(s) any changes the attus of members that are placeble to the period billed. Fullure of an Employer to like a written report, on a furn provid by the Fund(s) within asid period constitutes automatic acceptance of and tability for the amounts billed. After said period the explice attractions and explicit and applicable at a rate in eccordance with the Trustees made applicable at a rate in accordance with the Trustees and the into the objective will be applied beamstore. Any subsequent payments on deingendes of a delighter and applicable at a rate in accordance with the Trustees and then to the objective barges have estimating balance. In the event of a delinquency on the part of the Employer, interest will be charged at a rate in accordance with the Trustees and then to the objective barges have estima and the respective Brages balance. In the event of a delinquency on		bargaming agreement, the Employer must notify the Trust Fund(s) of such contractual change, and further agrees that applicable Statute of Limitations shall begin to run until such notice of contract change has been srint to the Fund(s).
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		Agreement(s) per annum on the outstanding balance. Any subsequent payments on detrigüencies will be applied first to a interest due and then to the oldest unpaid balance.

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- 13. For purposes of this Agreement, the following definitions will govern:
 - (1) "Employer", as used herein, shall mean any Employer who is bound by a collective bargaining agreement with the Union and agrees to be bound by the Trust Agreement (Pension and/or Health and Weflare Fund), or any Employer not presently a party to such collective bargaining agreement who satisfies the requirements for participation as established by the Trustees and agrees to be bound by the Trust Agreement (Pension and /or Health and Welfare Fund).
 - (2) "Employee", as used herein, shall mean:
 - (a) A person (other then a person employed in a supervisory capacity) who has been on the payroll of an Employer for at least thirty (30) days who is employed under the terms and conditions of a collective bargaining agreement as entered into between an Employer and a Union, and on whose behalf contributions are required to be made to the Pension and/or Health and Welfere Fund by the Employer; or
 - (b) All persons employed by the Union, as herein defined, upon being proposed by the Union and after acceptance by the Trustees as hereinafter defined; and as to such Union paraonnel the Union shall be considered an Employer, sciely for the purpose of contributions, and shall, on behalf of such employees, make or be presently required to make contributions to the Pension and/or Health and Welfare Fund at the times and at the rate of payment equal to that required by any other Employer who participates in the Trust Fund for the same benefits; or
 - (C) All persons employed by CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, or CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND upon acceptance by the Trustees as herainafter defined; and as to such personnel the Trustees shall be deemed an Employer, solely for the purpose of contributions, within the meaning of the Agreement(s) and Declaration(s) of Trust and shall, on behalt of such personnel, make or be presently required to make contributions to the Trust(s) at the times and at the rate of payment equal to that required by any other Employer who participates in the Trust Fund(s) for the same benefits
 - (d) In all instances the common law test, or the applicable statutory definition of master-servant relationship shall control the Employee status.
 - (e) The continuation of Employee status once established shall be subject to such reasonable rules as the Trustees may adopt according to law.
 - (3) Hours worked, for purposes of this Agreement, shall mean time of employment for which an Employee is entitled to wages and includes, but is not limited to, show up lime, overtime and vacation time. Hours worked shall also include payment of wages which is the result of any National Labor Relations Board action, grievance procedure, or proceeding which resulted In the payment of back wages to an Employee by the Employer. Additionally, the hours worked shall also include any period for which the Fund(s) is (are) obligated under the Employee Retirement Income Security App of 3971 to award credited service to an Employee.
 - (4) Delinquent Employer, for purposes of this Agreement, shall mean an Employer whose contribution payment is not received on the fifteenth day of the month after the date of a bill.
- It is expressly agroed to by the Employer (its successors, administrators, executors and assigns) who is or may become a party 14. to the collective bargaining agreement (including all renewals and extensions thereof) referred to in the second paragraph of this Participation Agreement that any and all disputes arising between the Employer and the Fund(s) concerning the application and/or interpretation of the collective bargaining agreement's provision for contributions to said Trust Fund(s); this Participation Agreement; or the Fund(s) Trust Agreement as it relates to the Employer's obligations to submit contributions to the Fund(s) shall be submitted for resolution to the Trustees of the Fund(s) and need not be subject to the grievance-arbitration clause, or any other adjudicatory clause or clauses of the collective bargaining agreement. It is understood that in the event there remain any unresolved disputes between the parties to this Agreement after exhausting the procedure set forth in this paragraph, oither party is free to seek appropriate judicial relief.
- This Agreement is not binding upon the Fund(s) until accepted by the Trustees and confirmation of same is sent out over the 15. signature of an authorized Fund(s) representative, normally the Executive Director.

Purex Corporation	
6901 McKissock EMPLOYER St. Louis, MO 63147	Automotive, Petroleum and Allied Industries
COMPLETE ADDRESS OF EMPLOYER	UNION
86-0263175	
Redacted by U.S. Department	Redacted by U.S. Department
of the Treasury	of the Treasury
If Employer is signed to Group Contract, give name of such	Contract:
	See Ha 6:
	1 Map
	37.11.30

IN WITNESS WHEREOF said Employer and Union have equiped this look



3.

PARTICIPATION AGREEMENT CENTRAL STATES. SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST H.GGINS ROAD ROSEMONT. ILLINOIS 60018-4938

PHDNE: (847) 518-9800

ENPLOYET IRUSTOLS PHILO GEOME JOIRT YOUNGEN GEORGE & WESTLEY CHARLES & HHOGREY PHILIP & YOUNG

EMPLOYER TRAITES HOWARD MEDDUCAL ARTHUR H BUNTEL JR TOM J VENTURA GARTY FOLIOMELL CHRISTOPPENLANGAN

EXECUTIVE DIRECTOR THEMAS C. NYMAN

THIS AGREEMENT sets forth the terms under which the Entployer 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 confective bargaining agreement with the Union covering the lolowing job classification(s): <u>Drivers</u> and any other job classification covered by the collective bargaining agreement and the Agreement between the Health and Welfare Fund and the Linois Conference of Teamsters and Employurs Welfare Fund both of which are incorporated herein.

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 prescrilly 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	C Employee at the followin	o fates:
	The Employer shall contribute to the Pension			a na ka ka ka ka ka

Effective Date:		
Effective Date:	Rate:	
Effective Date:	Raie:	JUN 1 5 2005
Effective Date:		CONTRACT DEPARTMENT
Elfective Dale:	Rato;	
The Employer shall contribute to the Healt following rates:	h and Weifare Fund for	sach Covered Employee at the
	\$7.00	lhour

Effective Date: May 1, 2005	Rate: \$7.00/hour
Effective Date:	Rate:
Effective Dato:	Rate:
Effective Delet	Rate:
Effective Date:	Rate:

4. Contribution rate changes after the lest 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 penods when a 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 penods 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 Trustee reserve the right to raduce 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 Trustops declide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of 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 and provide written notice of their decision to the Employer specifying the date of terminate the participation or b) the Employer and provide written notice of their decision to the Employer specifying the date of terminates the Fund(s) have received a written notice directed to the Fund(s). Contracts Copartmental the address specifies above aent by certified mail with roturn 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 to only one Fund, then this Agreement and the Health and Welfare Fund and the fund is in both the Pension Fund and the Health and Welfare Fund and the fund. In the event an NLRB election or disclasmer of interest referred to in c) or d) relates to only part of the bargaining unit, his Agreement shall remain in effect with respect to the other Fund. In the event and NLRB election or disclasmer of interest referred to in c) or d) relates to only part 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) of Contracts Department by calified 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 Trusices and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The totlowing agreements shall not be valid; a) an agreement that purports to respectively educe the Employer's statutory or contribute to the Pension Fund or c) an agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively etiminate the duly 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 pert-time employee covered by a collective bargaining agreement requiring contributions to the Fund(a) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except in casual employees 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 manageriel or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(c).

8. The Employer egrees to remit contributions on behalf of each Coverod Employee for any particle herber receives, or is entitled to receive, compansation (repardless 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 weges which are the result of any National Labor Relations Board proneoling, grievance/arbitration proceeding or either regain or either regaining agreement states that contributions shall not be due on herby hired Covered Employees for a specified waiting period, no contributions shall be due unlit the Covered Employee do 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 of former service members 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 Covared 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 Indurred by the Fund(s). Including, but not limited to, attorneys' fees and costs and by at the option of the "rustees 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 Wolfston Fund regardless of actual terminations, leaves of ebsence 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 additionat 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' recent costs incurred by the Fund(s).

11. The Trustees shell not be required to subnit 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 Builetin 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 Trustops to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the flanois ten year written contract statute of flamations shall apply. The Employer agrees that the statute of film tations shall only 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 liebility.

14. This Agreement may not be multified 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	hion have caused this instrument to be executed by their duly itten.
of the Treasury	Redacted by U.S. Department of the Treasury
Date 5-21-05 <u>F.C. 3013590</u> Complete Address of Employer <u>201(R9-1596</u> <u>S9, 187)599</u> Ty ophone Number <u>Fax Number</u> <u>341-09169</u> <u>422</u> Federal Employer identification Number If the Employer is signatory to a National of Group Contract	CONTRACT Difartment

is the Employer an itinerant construction company working on a project or on a seasonal basis: Yes _____ No ___

ACCOUNT NUMBER: <u>2262050-0201-00449C</u>

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 Find 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 contibute to the Pension Fund for each Covered Employee at the following rates:

Effective Date:	July 1, 2013	Rate:	\$46.20
Effective Date:	July 1, 2014	_ Rate: _	\$49.00
Effective Date:	July 1, 2015	Rate:	\$51.90
Effective Date:	<u>July 1, 2016</u>	Rate:	\$54.00
Effective Date:	July 1, 2017	Rate:	\$56.20

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

Effective Date:	N/A	Rate:			
Effective Date:	N/A	Rate:			
Effe live Date:	N/A	Rate:	 		
Effective Date:	N/A	Rate:	 	.	
Effective Date:	N/4	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 exect te 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 terr ination 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 is no longer obligated by a contract or statute to contribute to the Fund(s) and the Ling or b' the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Ling or b' the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Ling or b' the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Ling or b' the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) is certified in ull with return receipt requested which describes the reason why the Employer is no onger 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) retates 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.

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6. When a new collective bargaining agreement is signed on 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 necept 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 controbution 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 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, or is entitled to receive, companiation (regardless of whether the employment relationship is terminated), including show up time pay, ovariante 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 bargatining 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 bargating 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 shall pay end on any Covered Employee who is a 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 terminarions) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) we Employee 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 attract the 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 dei nquent 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 Haath and Wetfare Fund regardless of actual terminations, traves 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).

 The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/artisitration procedure set forth in any collective bargathing 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 co⁹ect 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 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.

DiPizio Construction Co Inc	Local Union No449
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Lines twine and the	Printed Name and Title Secretary/Treasure
Oct. 11,2011	September 12, 2013
100 Stradtman Street	
Cheektowaga, NY 14206	
Complete Address of Employer	
716-892-1097 716-892-9354	
Telephone Number Fax Number	
16-1090139	
Federal Employer Identification Number	
If the Employer is signatory to a National or Group Cor	ntract, indicate the name of such Contract;
AGC Agreement - Heavy & Highway	
is the Employer an itinerant construction company wor	rking on a project or on a seasonal basis? Yes No
	RECEIVED
	OCT 3 0 2013

CONTRACT Department

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STGTREP/FORM/FORMADDICH FA.doc=#1-16/2008

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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

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CONTRACT C. CARTHENT

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ACCOUNT NUMBER: 2275201-0100-00135A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Permion 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 job classification(s): driver - warehouseman

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 Welfars 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 successore.

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

Effective Date.	7-17-2013	Rate:	\$132.30 per week	
Effective Date:	7-1-2014	Rate	\$132.30 per week	
Effective Date:	7-1-2015	Rate:	\$132.30 per week	
Effective Date:		Rate		
Effective Date:		Rate	·····	
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The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates: 3.

Effective Date:	6-30-2013	Rate	\$254.30 per week	
Effective Date:		Rate:	not to exceed 5312.70 per week	
Effective Date:	6-28-2015	Rate:	not to exceed \$344.00per week	
Effective Dete:	<u> </u>	Rele:		···· ·· ····
Effective Date:	<u>~</u>	Rate:		

Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargeting agreement and such rake charges shall be incorporated into this Agreement. The parties may objective agreement establishing contribution rates during the penode when a new collective bargetining agreement is being negociated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bergaling agreement and prior to exter 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 levois 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(a) 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 unbl. a) the Trustees decide to torminate 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(a) have required 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 Foresentative status terminates through a valid disclaimer of interest. 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

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shall remain in effect with respect to the other Fund I 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 entre agreement or modification to the Fund(s) Contracts. Department by certified mail (ristum 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 wnillen agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements shall not be valid: a) an agreement agreement that purports to prospectively 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 Pension Fund or c) an 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 barganing 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 barganing agreement includes any person employee (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 pend he/she receives, or is entitled to receive, comparisation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or it may pay provide the result of any National Labor Relations Board proceeding, grevance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaring agreement states that contributions shall hab to use an newly fund Covered Employee for a specified waiting period, no contributions shall be due on newly fund Covered Employees for a specified waiting period, no contributions shall be due to may be specified waiting period. If required by the explicitly be due to the specified waiting period, no contributions shall be due an advite the specified waiting period. If required by the explicitly be due to the specified waiting period. If required by the splicable co2ective bargaring agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or highly even if the Covered Employee is not entitled to compensation. The Employee shall per 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 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 posts 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 as that the contributions owed for azin calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the cavered workforce on time, the Employer must pay the contributions bled 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 itself and the stories of actual terminations.

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 env attorneys' fees and costs ancured 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 egrees 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 cotlect delinquent contributions or to conduct audits, the lamois 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 lability.

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

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DISTRIBUTORS TERMINAL CO	DRP	Local Union No. 135	
Redacted by U.S. De	epartment	Redacted by U.S. Department	
of the Treasury		of the Treasury	
		Printed Name and Tale	
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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: 2290600-0100-00247A

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.

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:	4/1/15	Rate:	\$57.20 day/\$286.00 week max
Effective Date:	6/1/15	Rate:	\$59.50 day/\$297.50 week max
Effective Date:	6/1/16	Rate:	\$61.90 day/\$309.50 week max
Effective Date:	£/1/17	Rate:	\$64.40 day/\$322.00 week max
Effective Date:		Rate:	

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

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.

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 blnding 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 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. If required by the applicable cellective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of 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 terrifice 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.

to: 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.

-2-37.11.40 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 Doan Companies		1 oct 1 (1 i i i i i i i i i i i i i i i i i
Employer Name		
Redacted by U.S. Dep of the Treasury	partment	Redacted by U.S. Department of the Treasury
of the fredoury		
Printed Name and Tille		Printed Name and Title
6/14/2	<u> </u>	_ Th- 10-15
Date		Date
3650 Carpenter Rd.		
Ypsilanti, Mi 48197		—
Complete Address of Em	ployer	<u>—</u>
(734) 971-4678	(734) 971-4415	
Telephone Number	Fax Number	
381909563	·	
Federal Employer Identifie	ation Number	
If the Employer is signator	y to a National or Group Contract, i	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

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AUG 1 3 2015

CONTRACT DEPARTMENT

	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 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 bargaining agreement with the Union covering the following job classification(s): <u>Doan Construction Co., Inc.</u>

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:

Effectiv Date:	01/01/2015	Rate:	\$13.00 per day
Effective Date:	12/15/2015	Rate:	\$14.00 per day
Effective Date:	12/15/2016	Rate:	\$15.10 per day
Effective Date:	N/A		\$16.30 per day
Effective Date:	N/A	Rate:	\$17.60 per day

The Employer shall contribute to the Health and Welfare Fund 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:		 	
Effective Date:		Rate:		 	<u> </u>
			<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 and the Fund(s) have received a written notice directed to 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 data the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension 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.

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

Doan Construction Co., I	nc.	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		
12/19	14	12-22-14		
Date	· · · · · · · · · · · · · · · · · · ·	Date		
3670 Carpenter Road				
Ypsillanti, Michigan 4819	7			
Complete Address of Emp	bloyer	—		
734-971-4678	734-971-4415			
Telephone Number	Fax Number			
38-1909563				
Federal Employer Identific	ation Number	—		
If the Employer is signator	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? Yes No		

JAN 0 2 2015

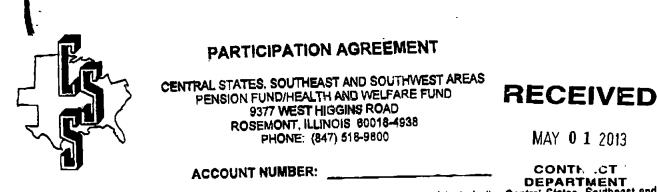
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THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health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

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:	4/1/13	Rate:	\$212.90
	4/1/14	Rate:	\$221.40
Effective Date:	4/1/15	Rate:	\$230.30
Effective Date:	4/1/15	Rate:	
Effective Date:			
Effective Date:		Rate:	

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 bay contributions shall not terminate until a) * Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specified date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the F and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified at by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to critic the NLRB certifies the result of an election that terminates the Union's representative status or d) the date fund and the Health and Welfare Fund and the termination referred to in a) or b) relates to only one Fund, the shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of the remainder of the remainder of the remainder of the spect to the other Fund. In the event an NLRB election or disclaimer of the spect to the remainder of the

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the sollective 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 agreets the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not been submitted to the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone termain enforceable. The following agreements shall not be valid: a) an agreement that purports to ratroactively 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 Fund(s); b) an 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 egreement 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 invy 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 shall pay 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 gervice 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 Employar must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminationa) 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(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 Weiffere Fund regardless of actual terminations, leaves of absence. Isyoffs or other changes in the workforce. The frustees 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 shell pay any attorneys' 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 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.

-2-

37.11.46

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.

Croot	alized Carriers	Local Union No. 406
Van Haaren Speci	allzeu carriers	Redacted by U.S. Department
Redacted by U.S. De	epartment	of the Treasury
of the Treasury		
Printed Name and Tille		
4-11-13		- 4/25/2013
Date		Date (/
P.O. Box 1368		-
	8706	
Complete Address of Emp	loyer	
989-684-7131	989-684-7141	-
Telephone Number	Fax Number	
38-1129460		
Federal Employar Identific	ation Number	
terre te standa	er to a National or Group Contract.	indicate the name of such Contract:
(f the Employer is signation		·
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is the Employer an Itinera	int construction company working i	on a project or on a seasonal basis? Yes NoX
	-	
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RECEIVED

MAY 0 1 2013

CONTRACT

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37.11.47

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1

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This Agreement and the obligation to pay contributions to the Fund(s) wit continue after the formination of a 5. collective bargaining agreement and during a strike excepting contributions shall be due during a strike unless the Union and the Employer multially agree in whiting othermile. 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 obigated 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 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) rate as 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 bargeining agreement is signed or the Employer and the Union agree to change the ê. collective bargaining agreement, the Employer shall 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 affects the Employer's convibution 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 wirden agreement(c) that has been submitted to the Fund(s) shall alone remain enforceable. The following agreements and that be valid: a) an agreement that purposts to retreactively 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 purpoits to prospecevely 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. 37.11.48

T. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective barge ning agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees whe work for uncertain or irregular outstion) except a casual employee shall not be a Covered Employee with respect to the Hearn and Wettare Fund if the cortective bargening agreement explicitly exc. des casual employees from participation in the Heath and Wettare Fund. Covered Employee Shall not include any person employees from supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

a. The Employer spress to remit contributions on banall of each Covered Employee for any period heirstie receives, or is enabled to receive, compensation (repardless of whether the employment relationship is terminated), including show up one pay, overtime pay holday pay, disability or liness pay, layoff/severance pay, racetion pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other regal proceeding or settlement. If the collective bargaining agreement states that contributions shell not be due on nowly nines covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the applicable collective bargaining agreement, contributions shall also be made to the specified waiting period, no contributions that log greement, contributions shall also be made to the specified waiting period, and working due to times or injury even if the Covered Employee is not entitled to complete the applicable collective bargains that would have otherwise been paid or any Covered Employee who is a telephone member of former service member but for his or hur obsence during a period of uniformer service member but for his or hur obsence 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 mited to new hires, tayoffs or terminations) which occurred during the promonth and must pay all contributions owed for the prior month. In the event of a delinquency, e) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when bayment was due to the date when the payment is made, together with all expenses of obtection incurred by the Fund(s), including, but not united to attorneys' fees and coats and b) at the option of the Trustees or their delegated representative the payment of contributions that accure after the Employer has been a delegated to report on other shall be accure after the Employer that be the date when the following Monday. If the Cmp over fails to report changes in the doverad workforce on time, the Employer that and Weltere 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 among pay required contributions.

t0. The Employer shall provide the Trustees with access to its payrob records and other perbinent records when requested by the Fund(s). If Hightion is required to either obtain access to the Employer's records or to coffect additional bitings 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 shall pay any attorneys' fees and costs incurred by the Fund(s).

17. The Trustees shall not be reduited to submit any dispute concerning the Employer's obligation to pay contributions to any grievance rabitration procedure set forth in any collective bargaining agreement

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

13. This Agreement shell in all respects be construed according to the laws of the Unded States. In all actions taken by the Trustees to enforce the terms of the Agreement, including actions to collect delinquent contributions or to conduct audits, the Illincis Len 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 lime as the Fund(e) receive actual written nonce of the existence of the Employer's liability.

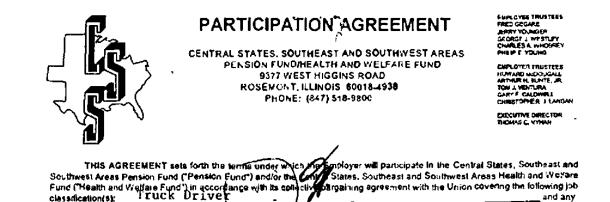
14. This Agreement may not be modified or terminated without the whiten consent of the Fund(s). To the extent there exists any do illustrations of this Participation Agreement and any provisions of the corrective bargaining agreement. If Participation Agreement shall control.

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

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Jan 2 4 2006
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and IL Conf. of Transtors

is the Employer an ninerant construction company working on a projection on a seasonal basis: Yes \underline{X} . Ho



The Union and Employer agree to be found by the Trust Agreement(s) of the Pension Fund and/or the Health and Wetfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Func(s) and accept the respective Employer and Employee Trustees and their successors.

and any

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

Effective Date: 9/2/07	Rate\$19.20/day
Effective Date: <u>8/31/08</u>	Rate: \$20.70/day
Effective Date: 8/29/09	Rate: \$22.40/day
Effective Date: 8/28/10	Rete: \$24.20/day
Effective Date: 8/27/11	Rake: \$26.10/day

other job classification covered by the collective bargaining/agreement.

3.

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

Effective Date: 3/25/07	Raie: \$178.00
Effective Date: 3/23/08	Rate:\$194.00
Effective Date: 3/22/09	Rate: \$213.00
Effective Date: Open	Raic: Open
Effective Date: Open	Ralo:Open

Contribution rate changes after the last Effective Data set forth in Persignaphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes that be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective hargaining agreement is being negotated. In the absence of an interm 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 5. collective bargaining agreement except no contributions shall be due during a strate unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate und a) the Trustees decide to terminate the participation of the Employer and provide written incline 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 Fundis) have received a written notice cirected to the Fundis) 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 leminates the Union's representative status or d) thin 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 Walfare 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 underest referred to in c) or d) relates to only part of the bargaining unit, this Agreen ent shall remain in effect with respect to the remainder of the bargaining unit.

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For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee novered by a collective bargalising agreement requiring contributions to the Fund(B) and includes casual employees (i.e. short term employees who work for uncertain of 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 and under caswel amployees 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 all 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, overtime pay, holday 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 legal proceeding or settlement. If the collocive bandshing 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 partod. If required by the applicable collective barganing agreement, con Lutions shall also be made to the Func(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not en tied to composition. The Employee shall pay any contributions that would have otherwise beard pied on any Covered Employee who is a re-employed service member or former service member out for his or her absence during a period of uniformed service as defined at 32 C.F.R. §104.3.

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11. The Trustees shall not be required to submit any dispute concoming the Employer's obligation to pay contributions to any griavance/arb tration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' advorse 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 Trustops 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 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 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 WITNESS WHEREOF, sald Employer and Union have caused this instrument to be executed by their culy authorized representatives, the day and year first above written._____

Redacted by U.S. Department	Redacted by U.S. Department
of the Treasury	of the Treasury
Printed Name and Tible	Printed Name and The
9-24-07	9/5/07
Cate	Date
Duffek Sund + Gravel	
Duffek Sund + Gravel PO Box 190, 908 Hicking. St Antigo Complete Address of Employer.	WI 54409
1715 623-7616 1715 627-7051 Telephone Number Fax Number	
39-0858918	
Federal Employer Identification Number	71 / A
It the Employer is signatory to a National or Group Contract, indic	ate the name of such Contract: <u>N/A</u>
· · · · · · · · · · · · · · · · · · ·	

Is the Employer an itinerant construction company working on a project or on a seasonal basis; Yes X No

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: 2288800 -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.

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:	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:	<u> </u>
Effective Date:	4	Rate:	

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

Effective Date:	 Rato:	
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 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 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 employees who work for uncertain or imegular duration) except a casual employee shall not be a Covered Employee (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 employeed 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 is not entitled to compensation. The Employer shall pay 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 pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the excelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other 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).

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.

Employer Name	Local Union No. 135
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
<u>6-7-14</u> Date	June 30, 2014
P.O. BOX326 1754 E ST Rd 163 Clinton, IN 41842 Complete Address of Employer	
<u>765-832-5102</u> 765-832-9321 Telephone Number Fax Number <u>35-1110508</u> Federal Employed Media	
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 component in	

and employer an interant construction company working on a project or on a seasonal basis?	Yes		No <u>XX</u>
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CONTRACT DEPARTMENT



PARTICIPATION AGREEMENT CENTRAL STATES. SOUTHEAST AND SOUTHWEST AREAS PENS ON FUND/HEALTH AND WELFARE FUND 9377 VIEST HIGGINS ROAD ROSEMON , ILLINOIS 60018-4938 PHONE (847) 518-9800

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ENECTIONE CONFECTOR

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): <u>Truck Drivers</u> 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 anc/or the Health and Weilare 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 Dare:	8/12/06	Raia: <u>\$27,40 per day</u>
Effective Date:	8/12/07	Rate <u>\$29.30 per day</u>
Effective Date:	8/12/08	Rater\$31.40 per day
Effective Date:	8/12/09	Rater
Effective Date:		Rale

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

Effective Date	Rater
Effective Dare:	Rate.
Effective Date	Rate:
Effective Date:	Rale
Effective Date:	Rate:

4. Controction rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargarning agreement and such rate changes shat be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargarning agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargarning agreement and prior to effect the execution of a new collective bargarning agreement of the formination of this Agreement, shall be the rates in affect on the last day of the terminated collective bargaring agreement. However, the Trustees reserve the fight to reduce banefic levels if the contribution rate is of 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 wraing otherwise. This Agreement and the Employer and provide written notice of their dockson to the Employer specifying the date of termination of cattopation of 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 received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return received requested which describes the reason why the Employer is no longer obligated to contract 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 or d) the date the Union's representative status for directed of vertices to representative status for election that termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain the feasith and Welfare Fund and the termination 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 event an NLRB election or discamer 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.

8. When a new collective bargaining agreement is signed or the Employer and the Urron agree to thange 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 onligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be under going on the Trustoes and this Agreement and the written agreement(s) that has been submitted to the Fund(s) as agreement into the Fund(s) as required by this paragraph, shall not be under remain enforceable. The following agreements shall not be valid, a) an agreement that purports to reduce the Employer's statutory or contractual duty to contribute to the Fund(s), b) are agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or is an equivalent that purports to prospectively eliminate to duty to contribute to the Pension Fund during the stated term of a collective Dargaining agreement that has been accepted by the Pension Fund.

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CONTRACT DEPARTMENT 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full " me or part-time employee covered by a coffective 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 unclude any person employed in a managerial or supervisiony capacity or any person employed for the principat purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalt of each Covered Employee for any period heisbe receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up true 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/arbitration proceeding or other tegal proceeding or settlement. If the collective barganing @greement states that contributions shall not be due on newly three covered Employees for a specified wating period, no contributions shall be due until the Covered Employee compares the specified wating period. If required by the applicable content/outling 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 mer being 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, 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 fire 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, inter does 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 mough Saturday) shall be due on the forowing Monday. If the Employer fails to report changes in the covered workforce on time, the Employer fails to report changes in the covered workforce. The Trustees reserve the right to terminate the participations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participations, is any Employer that fars to timely pay required contributions.

10. The Employed shaft provide the Trustees with access to its payrolf records and other pertinent records when requested by the Fund(s). If INgation 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 shaft be paid by the Employer and the Employer shaft pay any attorneys' tees 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 greevance/arctitration procedure set forth in any conjective 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 activits taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions are conduct audits, the Illinois ten year written contract statute of timitations 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 wir ten notice of the existence of the Employer's sabitity.

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

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

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Redacted by U.S.	Redacted by U.S. Department
Department of the Treasury	_ of the Treasury
	Printed Name and Title
<u>8-18-06</u>	- Dale
911 East South Street	RECEIVED
Jackson, Michigan 49203	- AECENED
Complete Address of Employer (517 787-4720 / 517) 787-3023	AUG 2 3 2005
Telephone Number Fax Number 361250837	CONTRACT Department
Federal Employer Identification Number	-
If the Employer is signatory to a National or Group Contra	act, indicate the name of such ContractBo
If the Employer is signatory to a National or Group Contra Is the Employer an innerant construction company working	

ENPLOYEE TRUSTEES RAY CASH JOE ORTHE JERRY YOUNGER OBORGE L WEDTLEY PHILIP C. YOUNG

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

PARTICIPATION AGREEMENT

PHILIP E. YOUNG ENPLOYER TRUSTEES HOWARD MEDOUGALL ARTHUR H. BUNTE JA. DANDP, MORRISON TOMI, VENTLAA COMIEL J. BRUTTO

EXECUTIVE DIRECTOR ROHALD J. KUBALANZA

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

1. The Union and Employer egree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Weifare Fund, e.I 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/day/hour
2.	The Employor shall contribute to the Polision of the Polision rates.	
choose one) (t	he "Contribution Period") for each Covered Employee at the following rates:	

Effective Date: <u>5-1- /2</u>	Rate: <u>79550</u>	-
Effective Date: $5 - (-1) 3$	Rate: 201.20	
Effective Date:	Rate:	
Effective Date:	Rate:	
Effective Date:	Rate:	-

3. The Employer shall contribute to the Health and Welfere Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

Effective Date: 5-1-12	Rolo: 930 per lour
Effective Date: 5-1-13	Rate: 9.70 per 2000
Effective Date:	Raie:
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 now 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 regotilated. In the absence of contribution rates during the periods when a collective bargaining agreement or the termination of a collective bargaining agreement, the contribution rate collective bargaining agreement or the terminet on 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 roduce 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 egreement and during a strike except no contributions shall be 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 slatute to contribute to the Fund(s) and the Fund(s) have received a written notice di ected 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 Pondish 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 promotily 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 gation 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 store remain enforceable.

7. For purposes of this Agreement, the term 'Covered Employee' shell mean any full-time or part-time employees covered by a collective bergaining 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 casuat employees. Covered Employee shall not include any person employed in a manageriat 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 egress to rentl contributions on behalf of each Covered Employee who receives, or is entitled to receive, comparation for any part of the Contributions Period (regardless of whether the employment relationship is termineted). Including show up time pay, overtime pay, holday pay, disability or liness pay, hypof/enverance pay, vecation pay or the payment of wages which are the result of any Netional Labor Relations Board proceeding, ellowance/faitburletion proceeding or other legal proceeding or estimated. If required by the covered Employees are applied, if required by the covered Employee who is not welling patiod, no contributions hall be due on heaving head of welling period. If required by the applicable collective bargaining agreement, contributions shall be for eached welling patiod. If required by the applicable collective bargaining agreement, contributions shall also be reacted to be reacted to be fundiation behalf of any Covered Employee who is not working due to liness or informance to a new the covered Employees is not ended by the applicable collective bargaining agreement, contributions shall also be reacted to Fundiation behalf of any Covered Employee who is not working due to lines or informations that even if the Covered Employees is not endedlined to compare the or informations that would have otherwise been paid on any Covered Employee who is not working a service member but for his or her absonce during a period of unifermed service as defined at 10 C.F.R. §104.3.

8. 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 new hites, layoffe or terminations) which occurred during the prior month and must pay of contributions owed for the prior month. In the event of a defined ency, a) the Employer shall be obligated to pay interest on the montals due to the Fund(s) from the date when payment was due, to the date when the payment was due, to the date when the payment was due, together with all expenses or collection incurred by the Fund(s), inducting, but not limited to extremely and costs and be at the option of the Trustees or their date gated to pay the contributions or ad an expense of the approximation incurred by the Fund(s), inducting, but not limited to contributions that accure after the explicit of the Trustees or their dategated representative, the payment of contributions that accure after the Employer has become definition the following Mondey. If the Employer fails to report phenome to representative after the Employer has become definition the following Mondey. If the Employer fails to report phenome to the following Mondey. If the Employer fails to report phenome the registration of the Employer must pay the contributions billed by the Health and Walfare Fund regarding a category fails to report phenome the registration termination to entributions, leaves of absence, layoffe or other changes in the contributions. The Trustees reverse the right to terminate the performance of accurate the registration of the registration of an experiment of the registration to terminate the performance of accurate the registration to terminate the performance of accurate the fails or the registration of the registration of an experiment of the registration of the registrating the registration of

10. The Employer shall provide the Trustees with scenes in its payroll records and other participant records when requested by the Fund(s). If Biggstion is required to other obtain against to Employer's records or to collect additional billings that require the review of the records; all posts incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer's relations.

11. The TAustone 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 bargelining agreement.

12. The Employet acknowledges that it is aware of the Fund(s) notees as action rules (including Special Bulletin S0-7) and agrees that while this Agreement remains in effect. It will not enter this any agreement or engage in any practice that violates the notwerne selection rules.

13. This Agroament shall in all rampeds be construed according to the term of the United States. In all called back and the States is enforce the terms of this Agroament, including actions to collect deir quantizations or to contact and tax the United States contract and the Agroament and the split. The Employer agrees that the statute of limits from shall explin. The Employer agrees that the statute of limits from shall not begin to access with respect to any upped contributions until such time as the Fund(s), receive actual written notice of the sucktance of the Employer's liability.

14 This Agreement may not be orally modified or terminated. To the extent throe exists any conflict between any provisions of this **Participation Agreement and** any provisions of the collective bergening agreement, this Participation Agreement shall control.

IN WITNERS WHEREOF, and Employer and Union have caused this instrument to be executed by their duty authorized representatives, the day and year (its) above written.

Dunn Company	Loost Union No. 622
Redacted by U.S. Department	Redacted by U.S.
of the Treasury	Department of the
	Treasury
124 N. Mercer St	RECEIVE
Decortur IL 42522	· · ·
	JUL 2 9 2013
(217) 429-4444 (217) 42 Telephone Number Fax Number	CONTRACT DEPARTMEN
37-090/663	

Is the Employer en Interent construction company working on a project or on a sessonal basis: Yee ____ No ____

IN CARGO

PARTICIPATION AGREEMENT CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENS ON F IND'H'FAL TH AND WELFARE FUND 9377 WEST H GGI'NS ROAD ROSEMONT, ILLINO S 60018-4938 PHONE: (8471 518-9800 ENPLOYER TRUSTORS TRED GROAMS ANXY YOUNGLE OFGROEL WESTLEY DHARLES & MODER THUR & MODER

CHILOYCH THUSTEES HOMAND 4-COLGAL ARTHUR HOMAN E, JR TON I VENTUNA GARY F, CALDAREL CHIRI TOMER LANSA

ERCUTTLE ORICITOR PHONASC VINLA

THIS AGREEMENT sets forth the ferms under which the Employer will participate in the Centrel States. Southeast and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States. Southeast and Southwest Areas Health and Wellars Fund ("Hi alth and Welfare Fund") in accordance with its collective bargaining agreement with the Union Covering the following job classification(s): <u>Construction Truck Drivers</u> and any other job classification covered by the collective bargaining agreement and the Agreement between the Heal is and Welfare Fund and the Illinois Conference of Teamsfers and Employers Welfare Fund both of which are incorporated hereen.

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

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

Effective Date:	Rato
Effective Date:	Rate: 142.00 per veek
Effective Date: 5/01/08	Rate:151.90 per veck
Enective Date: <u>5/01/09</u>	Raje: 162.50 per week
Effective Date:	Rate:

 The Employer shall contribute to the Hearth and Wellard Fund for each Coverad Employee at the following rates:

Effective Date:		Rale:
Effective Date: 7		Rete:7.90 per hour
Effective Date: _ 5,	/01/08	Rate: 8.60 per hour
Effective Date:		not to exceed Rate: <u>9.30 per hour</u>
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 term at on of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement. However, the final be the rates in effect on the terminated collective bargaining agreement. However, the final be the right to reduce benefit evels if the contribution rate is or becomes less than the then published rate for the applicative 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 bargalning agreement and during a strike excepting contributions shall be due during a strike unless the Union and the Employer mutually agree in antiting 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 to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide whitten notice of their decision to the Employer's pockying the date of terminate the participation of the Employer is no tonuer obligated by a contract or statule to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts the Employer is no tonger obligated by a contract or the Employer is no tonger obligated by a contract or statute the address specified above sent by cemfied medwith rebuilted in aquested which repsectives the relation the reaction that the Employer is no tonger obligated by a contract or the Employer is no longer obligated to contribute or e) the date the NLRB certifies the result of an election that terminates the Union's representative status terminates through a valid disclision error of interest. In the event the Employer participates in both the Pension Fund and the Health and Weitare Fund and the termination referred to in a) or b) relates to only one Fund, then the Agreement shall remain in effect with respect to the other Fund. In the event an NLRB erection or disclaimer of interest referred to in c) or d) relates to only one Fund, then the agreement shall remain in effect with respect to the remainder of the bargaming unit.

6 When a new collective bargaining agreement is signed or the Employer and the Union agree to change the optiactive bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s). Contracts Department by certified mail (return records requested) at the address specified above. Any agreement or understanding which attects the Employer's controution colligation 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 aubmitted to the Fund(s) and agreement that purports to represent the Employer's statutory or contractual duty to contribute to the Fund(s); b) 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 the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund ouring the stated term of a coffective bargaining agreement that has been accepted by the Pension Fund. 7. For purposes of this Agreement, the form "Covored Employee" shall mean any luk-lime or partitume employee covored 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 irregulat durabon) except a casual employee shall not be a Covered Employee with feapers to the Health and Welfare Fund # the collective bargaining agreement explosite a casual employee shall not be a Covered Employees tram participation in the Health and Welfare Fund. Covered Employee shall not include any person employees tram participation in the Health and Welfare Fund. Covered Employee shall not include any person employee in a managerial employee of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/shu rocaives, or is enteed to receive, compensation (regardless of whether the employment relationship is terminated), including show up time bay, ov@filme pay, holiday pay, disability of illness pay, layort/severance pay, vacation pay or the payment of wages which are the reduct of any Vational abor Relations Board proceeding, grisvance/arbitration proceeding or other legal proceeding or selfuement. If the collective bargening agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due un. The Covered Employee completes the specified waiting period, no contributions shall be due un. The Covered Employee completes the specified waiting period in required by the applicable collective bargening agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to differs or injury even if the Covered Employee is not entited 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 of formor 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 thust pay at contributions owed for the prior month. In the event of 8 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 at cusponses of collection incurred by the Fund(s), including, but not timited to attending free processing at the option of the Trustees or their delegated representative the payment of contributions that secrue after the Employer has become definition that be accelerated so that the contributions owed for each calencer week (Sunday though 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 oiled by the Health and Walfere Fund repardiess of actual term hashes, leaves of absence, tayoffs or other changes in the workforce. The Trustees reserve the right to lerminate the participation of any Employer that fails to timely pay reduired contributions.

t0. The Employer shall provide the Trustees with access to its payroll records and other pertnent records when requested by the Fund(s). If legation is required to e ther obtain access to the Employer's records or to correct additional billings that result from the raview of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer stud pay any attorneys' feel 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/amitration procedure sol forth th any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' advarse selection rule (including Special Bullean 90-7) and agrees that while this Agreement remains in effect. It will not only into any agreement or engage in any practice stat violates the advarse selection rule.

13. This Agreement shall in all respects be construed according to the lime of the United States. In all accord taken by the Trustees to enforce the terms of this Agreement, including actions to collect definition contributions or to conduct audits, the liting term year written contract statute of timetations shall apply. The Employer agrees that the statute of imitational 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 Paracipation Agreement shall control.

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

DUAR COMPONY Division of Turult, JAC.

Redacted by U.S. Department	
of the Treasury	

7-19-07

224 N Mercer St

Decatur 12 62522 Complete Address of Employer

1217) 439-4444 (217) 439-7917 Telephone Number Fax N. mber

Redacted by U.S. Department	
of the Treasury	

Printed Name and Tak

37-0901663

Federal Employer Identification Number

If the Employe is signalory to a National or Group Contract, indicate the name of such Contract: ____

Articles of Construction between the A.G.C. and IL Conference of Teamscers 37.11.60

ts the Emptoyer an itimerant construction company working on a project or on a seasonal basis: Yes XX No



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

EMPLOYEE TRUSTEES FRED GEGARE JERRY YOUNGER GEORGE J. WESTLEY CHARLES & WHOREY PHILLP E YOUNG

EMPLOYER TRUSTEES HOWING MEDCUGALL ARTHUR H BUNTE, JR TOM J VENTURA GARY F, CALDWELL CHRISTOPHER LANGAN

EXECUTIVE DISFCTOR 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): TRUCK DRIVERS & WAREHOUSEMEN, HELPERS & and any other job classification covered by the collective bargaining agreement MECHANIS – ALL CLASSIFICATIONS UNDER

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 shall contribute to the Pension Fund for each Covered Employee at the following rates.

Effective Date: 06/01/11	Rate:	\$49.90 PER DAY	\$249.50	PER	WEEK
Effective Date: 06/01/12	Rate:	\$52.90 PER DAY	\$264.50	PER	WEEK
Effective Date: 06/01/13		\$55.00 PER DAY			
Effective Date: 06/01/14		\$57.20 PER DAY			
Effective Date: 06/01/15		\$59.50 PER DAY			

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

Effective Date: 06/02/13 Effective Date: 06/01/14	Rate: <u>\$268.00 PER WEEK</u> Rate: <u>\$299.30 PER WEEK</u> *
Effective Date: 05/31/15	Rate: \$332.50 PER WEEK *
Effective Date:	Rale:
Effective Date:	Rate:

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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 or the termination of a new collective bargaining agreement or the termination of a new collective bargaining agreement or the termination of a new 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 ctass.

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 Trustoes decide to terminate the participation of the Employer and provide written notice of their decision to 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 folum receipt requested which describes the reason why union's representative status or d) the date the Union's representative status terminates in control the Employer participates in both the Pension's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pension's representative status terminates through a valid disclaimer of interest 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 mean in effect with respect to the other Fund. In the event 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) and 1 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 purports to prospectively eliminate the duty to contribution rate payable to the Pension Fund or c) an agreement that 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 unce tain 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 manageriat 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, '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 reling 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 pa'd 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 ob¹gated 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 Fmeloyer has become detinguent 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 so 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 99-7) 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 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.

43 Local Union No.
Redacted by U.S. Department
of the Treasury
Printed Name and Title
Date
received
-
SEP 1 3 2013
CONTRACT Department

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

ts the Employer an illinerant construction company working on a project or on a seasonal basis: Yes _____ No _____ 37.11.62

CENTRAL STATE	IS Fax: 847-518-9779	Apr 3 2008 13:11	P. 02
	PARTICIPATION	AGREEMENT	(CRICERIA)
5 37	CENTRAL STATES, SOUTHEAST PENSION FUND/HEALTH	AND WELFARE FUND	
	9377 WEST HIG ROSEMONT, ILLINO - PHONE: (847)	NS 60018-4938	
		Eagle Drayage 2430000-0203-00600A	

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.

3.

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 30, 2008	Rate:	\$49.20
Effective Date:	March 29, 2009	Rate:	\$53.10
Effective Date:	April 4, 2010	Rate:	\$57.30
Effective Date:	April 3, 2011	Rate:	\$61.90
Effective Date:	April 1, 2012	Rate:	\$66.90

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

Effective Date:	March 30, 2008	Rate:	\$237.70
Effective Date:	March 29, 2009	Rete:	\$251.70
Effective Date:	April 4, 2010	Rate:	\$285.70
Effoctive Date:	April 3, 2011	Rate:	rate required to maintain Plan
Effective Date:	April 1, 2012	Rate:	rate required to maintain Plan

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 lest 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 raquested which describes the reason why the Employer is no longer obligated to contribute or contribute or contribute or the terminates 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) cr 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 bargaining unit, this Agreement shall remain in effect with respect to the other Fund.

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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 entorceable. The following agreements shall not be valid: a) an agreement that purports to prospectively eliminate or reduce the Employer's statutory of 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 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. Covered Employee shall not include any person employed for the principal purpose of obtaining banefits 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 wagas 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 any 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 finess 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 prival ways 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 Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred dunng the prior month and must pay all contributions owed for the prior month. In the event of a delinquancy, 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 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 Thustees 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 attomcys' 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 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.

-2-37.11.64

CENTRAL STATES	Fax:847-518-9779	Apr 3 2008 13:12	P.04
IN WITNESS WHER	EOF, said Employer and Union hav	e caused this instrument to be	executed by their duly author
presentatives, the day and y	ear nist above written.		
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		7	CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938	RECEIV	2009
		V	PHONE: (847) 518-9800	JUN 2 CONTRA	ACT
			ACCOUNT NUMBER: 2444300-0100-00120A	- DEPART	1 ∧-

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): <u>driver, helper, mechanic, maintenance, operator, plant, receiving, shipping, and working forman</u>

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:	06/01/2009	Rate:	\$144.60	
Effective Date:	09/01/2009	Rate:	\$158.20	
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: Effective Date: Effective Date:	06/01/2009 09/01/2009	Rate: Rate: Rate:	\$255.70 \$277.70	 <u> </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 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.

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 eny 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 Employar 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 mado, 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 the 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.

JUN 2 9 ZUUJ CONTRACT DEPARTMENT

JUN-19-2009 09:50 PFCC	RPORATE OFFICE	217 854 6426 P.03
IN WITNESS WHEREOF, said Employ representatives, the day and year first above wr	rer and Union have caused this Instru itten.	ument to be executed by their duly authorized
EAST SIDE JERSEY DAIRY, INC.	Local Union	120 (formerly 421)
Employer Name		by U.S. Department
Redacted by U.S. Department	of the Trea	
of the Treasury		
		no and me
6/19/09	6 -	24-09
Date	Date	
1100 North Broadway		
Cartinville, IL 62626		
Complete Address of Employer	······	
217-854-2547 217-854-8628		
Telephone Number Fax Number		
35-0835815		
Federal Employer Identification Number		
If the Employer is signatory to a National or Grou Master Dairy Is the Employer an itinerant construction compared	Agreement	
RECEIVED JUN 29. UN BERARTMENT		

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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: 2486900-0104-00200-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):

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:	June 1, 2015	Rate:	\$275.90 per week
Effoctive Date:		Rato:	
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:	Not Fund Participant	Rate:	N/A	 	
Effective Date:		Rate:		 	
Effective Date:	<u> </u>	Rate:		<u>_</u>	487.47
Effective Date:		Rate:			
Effective Date:	<u> </u>	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 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 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.

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37.11.69

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 oliminate or 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 tho Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a colloctive bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or imegular 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 omployment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severnnce 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 servico 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 contrect 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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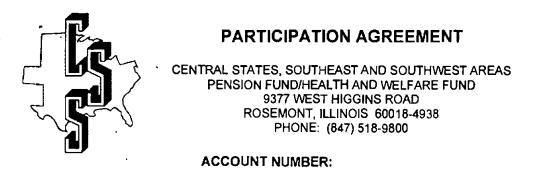
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Local Union No.
Redacted by U.S. Department of the Treasury
<u>6-3-2015</u> Date
receved
JUN 1 7 2015
CONTRACT DEPARTMENT
e the name of such Contract:
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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 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.

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:	12-1-2012	Rate:	\$107.60 weekly
Effective Date:	12-1-2013	Rate:	\$111.90 weekly
Effective Date:	12-1-2014	Rate:	\$116.40 weekly
Effective Date:		Rate:	
Effective Date:		Rate:	

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 part'c'pation 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 elect on 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 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 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 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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Edge Industries, Inc. d/b/a Esco Group, Inc.		406 Local Union No.		
Redacted by U.S. Department		Redacted by U.S. Department		
of the Treasury		of the Treasury		
Printed Name and Title		Printed Name and Title		
11/37/13		12-26-12		
Date		Date		
2887 Three Mile Road, N.	W			
Grand Rapids, Michigan	49534			
Complete Address of Emp	ployer	—		
(616) 453-5458	(616) 453-6227			
Telephone Number	Fax Number			
38-1263005				
Federal Employer Identific	cation Number	_		
If the Employer is signator	ry to a National or Group Contract,	Indicate the name of such Contract:		
Is the Employer an itinera	nt construction company working o	on a project or on a seasonal basis? Yes No		

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CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAB PENSION FUNDIMEALTH AND WELFARE FUND 9377 WEST HIGOINS ROAM ROSEMONT, ILLINOIS 60018-4938 PHONE (847)518-9600

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AND CALEWROLL

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THIS AGREEMENT sets forth the termits under which the Employer will participate in the Central States, Southeast and Southwest Jacobs Front (Planation Fund) and by the Fronteel States, Southeast and Southeast Amaze Meath and Meath and Adaption and

THIS AGREEMENT sets form the terms under which the Employer will participate in the Central Status, Southeast and Southwest Areas Pension Fund (Pension Fund') and/or the Carkel States, Southeast and Southwest Areas Heath, and Wefaer Fund (Heath and Wefare Fund') in accordance with its collective bargaining agreement with the Union covered by the collective bargaining agreement following jeb classification(s): <u>Driver</u> and any other jeb classification covered by the collective bargaining agreement The Union and Employer agree to be bound by the Trust Agreements) of the Pension Fund and/or the Heath

In the union and employer agree to be bound by the front agreements) or the Persion Pure and/or the mean and Waltare 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.

ntribute to the Pension Fund for each Covered Employee at the following rates:

2.	The Employer shall o	contribute to the HS134		\$28,90 per week
	Effective Data:	7/1/06	Rate	
		7/1 /07	Rate	\$30.90 per wee,
	Effective Date:		Reiz-	\$33.10 per walk
	Effective Date:	7/1/ 08	Rate:	\$35.40 per week
	Effective Date.	7/1/09	Rate:	\$37.90 per week
	Effective Date:	7/1/10	Raio.	und for each Covered Employne at the
	The Employer Shall	l contribute to the literal	th and we set at	
3.	following raics:		Rate	
	Effective Date.		Rate	
	Effective Oate:		9:4:	

Rate
fuile;
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Effective Date:

Effective Detc

Contribution rate changes after the tast Effective Date set forth in paragraphs 2 and 3 shall be drammed by 4. Contribution rate changes after the test Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bergaining agreement and such rate changes shall be hourporated into this Agreement. The parties may each new collective bergaining agreement and such rate changes shall be hourporated into this Agreement. The parties may exercise an interim agreement, establishing contribution rates during the particle when a new collective bergaining agreement and such rate exercises during the particle when a new collective bergaining agreement and such rate contribution fait required to be paid after termination of a contribution fait required to be paid after termination of a contribution fait required to be paid after termination of a contribution of a row collective bergaining agreement in the termination of a row collective bergaining agreement in the termination of the terminated colorize bergaining agreement however, the of this Agreement, shall be the rates in effect on the last day of the terminated colorize bergaining agreement however, the contribution rate is descent the robubility of the termination rate is or becomes less then the then outlished rate for the termination of a row collective bergaining agreement induces the termination of a row collective bergaining agreement induces or the last day of the terminated colorize bergaining agreement induces the termination of a row collective bergaining agreement induces or the last day of the terminated colorize bergaining agreement induces or the last day of the terminated colorize bergaining agreement induces the second of the terminated colorize bergaining agreement induces or the last day of the terminated colorize bergaining agreement induces or the termination of a row collective bergaining agreement induces or the last day of the terminated colorize bergaining agreement. or this Agreement, shar to the rates in erect on the tast day of the terminated construct burgaring 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

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This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a C. LITES ACCESSTING II and the comparison to pay contributors to use municipal was construct avect the unitation or a Conscience bargaining agricement and during a strike excepting contributors shell be due during a strike unless the Union and CORECINE Dargaming agrounders and ouring a sonse excepting convincents and on our ouring a speet oness one onen and the Employer mutually agroe in writing otherwise. This Agreement and the Employer mutually agroe in writing otherwise. This Agreement and the Employer mutually agroe in writing otherwise. This Agreement and the Employer mutually agree in writing otherwise. the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay controctions shall not terminate until a) the Thistee's decide to terminate the participation of the Employer's and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer abligated by a contract on to the Employer specifying the date of termination of participation or b) the Employer is no longer abligated by a contract on to the Employer specifying the date of termination of participation or b) the terminate the trucks? Convacts to the Employer specifying the date of termination of participation with the section holds directed to the Fund(s) to the Employer advected to the Fund(s) and the Fund(s) have received a wither notice directed which describes the received to control to control to the Fund(s) and the Fund(s) have received a wither notice directed which describes the received to pay the address specified above sent by certified mail with share received to the section that terminates the the Employer is no longer obligated to contribute or c) the date the NL-RB certified the result of an election that terminates the the Employer is no longer obligated to contribute or c) the date the NL-RB certified the result of an election that terminates the Union's redirected status at all the date the Uwith's representative status terminates through a wild disclaimer of information to the result at the status at all the date the Uwith's representative status terminates through a wild disclaimer of information to the terminative status at all the date the Uwith's representative status terminates through a status of an election the terminate terminates the status of the date the Uwith's representative status terminates through a status of the date the through the terminates terminates through a status of the terminates terminates terminates terminates at the terminates terminates terminates terminates terminates terminat the Employer is no longer or equated to construine or grave care the Prints contract the rests of an excercit met estimate of inferent Union's representative status or g) the date the User's representative fished terminative further status or g) the date the User's representative fished to rest the terminative representative fished to represent the terminative fished to represent to Union's representative status or o) the date the Union's representative status terministics through a veto disclaimer of interest. In the overniting Europage participates in both the Persion Fund and the Hay'n and Wettare Fund and the termination referred to it is) or b) makes to only one Fund, then this Agreement shall remain in effect with respect to the other Fund, in the event so it is) or b) makes to only one Fund, then this Agreement shall remain in effect with respect to the other Fund, in the event so NLRE effection or disclaimer of interest referred to in c) or o) relates to only part of the bargaining unit, this Agreement shall earch in effect with respect to the remainder of the bargaining unit.

6. When a new collective bargaining agreement is sorted or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the errors agreement or modification to the Fund(s) of contracts Department by certified mail (refurn receip) requestied; if the address specified above. Any agreement or understanding which allocits the Employer's contribution ubing*on which has not been submitted to the Fund(s) that has been understanding which allocits the Employer's contribution ubing*on which has not been submitted to the Fund(s) that has been understanding which allocits the Employer's contribution ubing*on which has not been submitted to the Fund(s) that has been submitted to the Fund(s) that allocits the Employer's scatter; or contractual with a call that fund(s) to an agreement that submitted to the Fund(s) that allocits the Employer's scatter; or contractual with a call that a submitted to the Fund(s) that allocits the Employer's scatter; or contractual with a call that a submitted to the automation rate payable to the Person Fund of a submitted to the fund(s) that agreement that puports to minipate the prospectively reduce the contraction rate payable to the Person Fund of a collective bargaining agreement that properties to prospectively eliminate to during to contraction is a properties to prospectively eliminate to during the Person Fund during the stated term of a collective bargaining agreement that has been agreement the Person Fund.

The Employer agrees to remit contributions on behalf of each Covared Employies for any period helpbe 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 timess pay, layottiseverance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grinvance/arbitration proceeding or other legal proceeding or settlement. If the collective bargeining 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 Cavered Employee completes the specified waiting partoni. If required by the applicable collective bargeining agreement, contributions shall not be fund(s) on bencif of any Covered Employee who is not working collective bargeining agreement, contributions shall not be made to the Fund(s) on bencif of any Covered Employee who is not working use 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 h res. layoffs or terminations) which occurred during the prior month and must Employee workforce (including, but not limited to new h res. 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, s) the Employer shall be obligated to pay interest on the monies due to the Fund[3] from the date when payment was due to the date when the payment is made, logathor with all the monies of collection incurred by the Pund(s), including, but not limited to, attorneys' facs and costs and b) at the option of the expenses of collection incurred by the Pund(s), including, but not limited to, attorneys' facs and costs and b) at the option of the expenses of collection incurred by the Pund(s) from determinations that accrue after the Employer has become delinquent shall frustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated as that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following blonday. If the Employer faits to report changes in the Covered workforce on time, the Employer must pay the contributions billed Monday. If the Employer faits to report changes of ectual terminations, leaves of absence, layoffs or other changes in the workforce. By the Health and Weifare Fund regardless of ectual 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(a). If Hightigh 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 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 flist above written.

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of the Treasury	

Local Union No: 50

Redacted by U.S. Department

of the Treasury

REP, Teamsters Local 50

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CONTRACT

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Date: 7/1/06

Date: 7/1/06

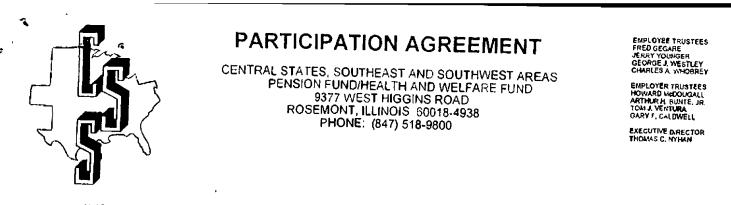
Complete Address of Employer 919 Broadway, Mt. Vemon, IL 62864

Telephone Number 618-242-3146 Fax Number 618-242-3149

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 _



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 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 T ustees and their successors.

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

Effective Date:04/01/08	Rate: <u>\$ 85.00</u>
Effective Date:04/27/08	Rate: <u>\$ 91.80</u>
Effective Date: 04/01/09	Rate: <u>\$ 99.10</u>
Effective Date: 04/01/10	Rate: \$107.00
Effective Date: 04/01/11	Rate:
Effective Date:04/01/12	Rate: \$124,80
Effective Date: 04/01/13	Rate: <u>\$134.78</u>

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

Effective Date: <u>N/A</u>	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 rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim new collective 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 not contribute or c) the date the NLRB certifies the result of an elect on 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.

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 has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Frustees 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 during the stated term of a collective bargaining agreement that has been

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 if the not include any person employed in a managerial or supe visory 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 set tement. 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 contribution's 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 deliviquent 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.

-merald Irucking LLC

Redacted by U.S. Department of the Treasury

5.

February 18, 2009 Date BOB Wilson Drive POBox 572

<u>Fakwille</u> In 46536 Complete Address of Employer <u>574</u> <u>784-895</u> <u>574</u> <u>784-999</u> Telephone Number Fax Number

TCLA
Redacted by U.S. Department of the Treasury
APR 1 5 ZGC3
CONTRACT DEPARTMENT

Federal Employer Identification Number

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 Division - ICA, Inc. and Teamsters Joint Council No. 69

Is the Employer an itinerant construction company working on a project or on a seasonal basis: Yes _____ No _____

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	PARTICIPATION.AGREEMENT	
	CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND	
<u>`</u>] 🖪	9377 WEST HIGGINS ROAD	
	ROSEMONT, ILLINOIS 60018-4938	
	0 PHONE: (847) 518-9800	
THE	ACREEMENT sets forth the terms under which the Employer will participate in the Central	States, Southeast and

THIS AGREEMENT sets forth the terms 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): Trade Shows

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 4 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:	January 1, 2009	Rate:	\$5.60 per hour	
- Effective Date:	January 1, 2010	Rate:	\$5.00 per hour	
Effective Date:	January 1, 2011	Rate:	\$6.50 per hour	
Effective Date:	January 1, 2012	Rate:	\$7.00 per hour	
Effective Date:	January 1, 2013	Rate:	\$7.60 per hour	

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

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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 online 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 oliminate 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 Covorod Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whother 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 Coverad 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 all expenses of collection incurred by the Fund(s), including, but not limited to, atomeys' 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 Morday. 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 Agroement 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 Illinuis 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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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.

Employeo Services In 727 Redacted by U.S. Department Redacted by U.S. Department of the Treasury of the Treasury Ponted Name and The Printed Name and Title . 1-26-0-7 Date Date 350 E Ogden Am W11+Mont IL (10559 Complete Address of Employer 630-2867345 630 920 0157 Telephone Number Fax Number 36-4176979 Federal Employer Identification Number If the 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 _____ RECEIVED FEB 2 5 2009 CONTRACT DEPARTMENT

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- following job o	("Health and Welfare Funct") in accordance with its collective bargaining agreement with p classification(s):Drivers	. and any
other job clas.	allication covered by the collective bargarning egreement	- and say
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· · · · ·	The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension F	und and/or the Health
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	Effective Date: May 17 2008 Rate: S151.90 per veek	· · · · ·
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3.	The Employer shall contribute to the Health and Whitlare Fund for each Covered Emp	• • • • • • • • • •
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-	Effective Date: May 1, 2006 Rate:\$7.25 per hour	ーーしてこうので
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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 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 bargaining agreement or a interim agreement, the contribution rate required to be paid after formination of a collective bargaining agreement or the termination of a new collective bargaining agreement or the termination of a new collective bargaining agreement or the termination of a new collective bargaining agreement. However, the Trustes reserve the right to reduce bare's levels if the contribution rate is or becomes less than the then published rate for the approache bare's plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the formination of a collective bargaining agreement and ouring 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 forminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of terminate the participation of 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 receipt requested which describes the reason why the Employer is no longer obligated to contribute or of the date the Union's representative status 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 Person Fund and the Read and Weillare Fund and the termination referred to 'n a) or b) relates to only performent shall remain in effect with respect to the other Fund, the two or of the date the interest only performent and the termination referred to 'n a) or b) relates to the remainder of 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 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 paragraphic 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 reduce the Employer's statutory or contractual duty to contribute to the Fund(s) an agreement that purports to prospectively reduce the contribution risk payable to the Pension Fund or of an agreement that purports to prospectively reduce the Pension Fund during the stated term of a collective bargaining agreement that been accepted by the Pension Fund.

interpropersion the syndometry, the term incoverso in mployee" shall inclan any tur-time or part-nime employee covered by a connective bargaining agreement requiring contributions to the Fund(s) and includes casual errorbyees (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 paragration in the Health and Wettere Fund Covered Employee shat not include any person employed in a managenial 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 herate a receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), inducting show up time pay, overtime pay, holiday pay, disability or finess pay, byoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievanco/arb tration 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 penod, no contributions shall be due until the Covered Employee completes the specified waiting ponod. If required by the applicable collective bargaining agreement, con libutions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to lineas or injury even if the Covered Employee is not enlited 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. in a star of

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee wantlorou (including, but not limited to new thiss, 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 as expenses of collection incurred by the Fund(s), including; but not limited to, attorneys' tees and costs and by 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 commoutions gived for each calander week (Sunday through Satunday) 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 Waltare Fund regardless of actual terminations, lesves of assence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to. emoly pay required contributions. • .•

The Employer shall provide the Trystees with access to its payroll records and other paninent records when 10. 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 Employer shall pay any attorneys' less and costs incurred by the Fund(s). and the second · •.

The Trustees shall not be required to submit any dispute concerning the temployeds obligation to pay 11. contributions to any grievance/arbitration procedure set forth in any conjective bargaining agreement.

1.0

The Employer acknowledges that it is aware of the Fund(s) advarse 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 aws of the United States In all'actions 13 taken by the Trustees to enforce the terms of this Agreement, including actions to collect de inquant contributions or to conduct audits, the filinois ten year written contract statute of limitations shall apply. The Employer agrees that the statule of limitations shat not usgin to accrue with respect to any unpeld contributions until such time as the Fund(s) receive actual watten notice of the existence of the Employer's Sability •. •

. 1. Sec. 2.1. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent-14 Ihere exists any conflict between any provisions on the set of greement, Bris Participation Agreement shell control. there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining. · · · · •

. . IN WITHESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly ÷.

H J Eppel & Conpany, Inc.	26	··· • · · · · · · · · · · · · · · · · ·
Redacted by U.S. Department of the Treasury	Redacted by U.S. Depa of the Treasury	rtment
Printed Name and Title <u><u><u>M</u>-9-07</u> Date 1400 Tuesburg Court</u>	Dale	
Point i ac. If. 51764 Complete Address of Employer 15 15) 844 7269 Telephone Number Fax:Number Federal Employer identification Number If the Employer is signatory to a National of Group Constraints	RECEIVE NOV 1-6-200 CONTRACT DEPARTMEN	
Is the Employer an illinerant construction company working	n	
	37.11.83	No

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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 ENPLOYES INUTIES RAY CASH JOE ONLE JEARY YOUNGER GEONGE J WETTLEY FHLIP E YOUNG

EMPLOYER INLESTERS HOWARD INHOUGHL ARTIGUE K, BUNTE, JR. DAVID F, NETERSON TOM J, VENTURA UANITS, J, BRUTTO

EXECUTIVE DIRECTOR

THIS AGREEMENT sets (onth 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 ("Hoalth and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of:

 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 per <u>weekly</u> week/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

Effective Date:	9-2-01	Rate:\$30.00	-
Effective Date:	3-31-02	Rate: \$30.00	_
Effective Date: _	3-31-03	Rate: \$30.00	-
Effective Date:		Rate:	•
Effective Date:		Rate:	

3. 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: N/A	Rale: N/A
Effoctive Date:	Rate:
Effective Date:	Rate:
Effoctive Date:	Rate:
Effective Date:	Rate:

4. Contribution rate changes after the last Effective Dato 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 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 now 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 colloctive bargaining agreement and during a strike except no contributions shall be duo 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) have nociceed 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 ovent 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'l (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 sha not include any person employed in a managenal or supervisory capacity or any person employed? of 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 up time pay, overtime pay, ho day pay, disability or illness pay layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Reintions Board proceeding, grevance/arbitration proceeding or other legal proceeding or settlement. If the collective bargalning 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 sho specified waiting period. If required by the applicable collective bargalning agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to ittness 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 remember or former service member but for his or her absence during a period of unifor ed 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 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' 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 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 regard ess 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 griovance/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 Buttern 90-7) and agrees that while this Agreement remains in effect, it will not unter 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.

14. 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.

EQUITMENT' TRANSFER L.L.C. Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Minied Name and Lille 1914 - 39TH AVENUE	Printed Name and Title Treasurer
CENOSIA, WI 53144 Complete Address of Employer	
262) 658-4831 slephone Number	
9-2035182 eđeral Employer Number	-3 PH 2: LO
the Employer is signalory to a National or Group (•
the Employer an therani construction company w	vorking on a project or on a seasonal basis: Yes Nn X
v. 07/98	37.11.85 -



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 FRED GEGARE JERRY YOUNDER GEORGE J. WESTLEY CHARLES A. WHY BRLY PHILIP E. YOUNG

WFLOYER TRUSTEES ENFLOTENTINUSTEES HOWARD MCDOUGALL ARTHUR H, BUNTE JR. TOM J. VENTURA GARY F. CALDWELL CHRISTOPHER LANGAN

EXECUTIVE DIRECTOR THOMAS C, NYHAN

4.0

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): _______ MECHANICS _______ and any other job classification covered by the collective bargaining agreement ----and any

The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and 1. 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: 2..

Effective Date: 5/15/07	Rate: 44.30 WEEKLY
Effective Date: 5/15/08	Rate: 47.80 WEEKLY
Effective Date: 5/15/09	Rate: 51.60 WEEKLY
Effective Date: 5/15/10	Rate: 55.70 WEEKLY'
Effective Date: _5/15/11	Rate: 60.20 WEEKLY
5/15/12 5/15/13	65.00 WEEKLY

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

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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 negotiated. In the absence of an interim agreement, the contribution rate required to bo 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. 1

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 likeir decision to the Employer specifying the date of termination of participation or b) the E ployer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice d rected 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 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.

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/arb tration 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 10 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the l'und(s) any change in the Covered Employee workforce (including, but not ilmited 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 10. 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 11. 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

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 fimilations 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 witten consent of the Fund(s). To the extent there 14. 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.

ERICKSON TRA	NSPORT CORPORATION	TEAMSTERS LOCAL 245
Redacted by U.S.	Department	Local Union No.
of the Treasury		Redacted by U.S. Department
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Prince many and me		Prince Name and Lipe
7/16/07		7-16-07
Date		Date
Complete Address of Em	ployer	
()	()	Pr-
Telephone Number	Fax Number	JUL 2 6 2007
•		
Federal Employer Identifi	cation Number	JUL 2 6 2007
If the Employer is signator	ty to a National or Group Contract index	ate the name of such Contrad EPARTMENT
		are the name of such Contrad EPARTMENT
Is the Employer an itineral	nt construction company working on a pr	roject or on a seasonal basis: Yes No
_		
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37.11.88



PARTICIPATION AGREEMENT

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

ENPLOYES PRO GEGARI ISAF YELVER GEGARI / WEST CACARDE / WEST ENPLOYEE TRUSTEES A PE YOUNG

MIN OVER TRANSPORT HCALARS IN CO. IGAL: TOMA YER HUA GARTY CALDWELL

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THIS AGREEMENT sets forth the terms under which the Employer will participate in the Control States. Southeast end 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 other job classification covered by the collective bargaining agreement. and any

The Union and Employer agree to be bound by the Trust Agreement(s) of the Pansion 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 Employee Trustees and their successors

The Employer shall contribute to the Pension Fund 2. ___per week/day/hour (choose one) (the "Contribution Penod") for each Covered Employee at the following rates:

Effective Osto: November 14, 2002	Rate: _\$46.00 per week
Effective Date November 12, 2003	Rate: \$51.00 per week
Effective Date: November 11, 2004	Rale: _\$55.00 per week
Effective Date:	Rate:
Effective Date:	Rater

The Employer shall contribute to the Health and Welfare Fund per week/hour (ct:008e one) (the "Contribution 3. Period") for each Covered Employee at the following rates:

Effective Oste:	Riter
Effective Date:	
Effective Date:	Raie:
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 negotisted. In the at sence 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 barganing agreemen. Heath and Wettere 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 # the contribution rate is or becomes less than the the 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 5 collective bargaining agreement and during a stake except no contributions shall be due during a stake unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's colligation to pay contributions shall not terminato until either a) the Trustees decide to terminato the Agrosment and provide written notice of their decision to the Employer or b) the Employer as no longer ob-gated by a contract or st sule 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 obligibled to contribute. 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.

8. When a new corrective bargaining agreement is signed or the Emptoyer and the Hubs accord on the second control of collective bargaining agreement, the Employer shall promptly submit the entire agreement or rich Estatution in the Employer shall promptly submit the entire agreement or rich Estatution in the entire agreement. 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 shas anguined by this paragraph, shall not be binding on the Trussees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.

CONTRACT

For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time or ployee 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 megular duration) unless the corrective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managonal or supervisory capecity 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 enclose 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 timess pay, tayoftserverance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, ghevance/arbitration proceeding or other legal proceeding or settlement. If the collective barge ning agreement states that contributions shall be due until the Covered Employees for a spectred waiting period, no contributions shall be due until the Covered Employees for a spectred waiting period, no contributions shall be due until the Covered shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to these or highly even if the covered Employee is not entitled to compensation. The Employee who is not working due to these or injury even if the paid on any Covered Employee who is a re-employee service monitor to former service member but for his or her absence during a period of uniformed service as defined at 10 C F.R. §104.3.

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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 hirrs, 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 timited to, accurred for the Employer is made, so the option of the Trustees of 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 celendar week (Sunday through Seturday) shall be due on the following Monday. If the Employer fails to report changes in the coverest workforce on time, the Employer must pay the contributions balled by the Health and Welfare Fund regarcless of actual terminatione, 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 regured 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 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 shart pay any adorneys' 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 bargain is agreement.

12. The Employer acknowledges that it is aware of the Furkt(s)' adverse selection rules (including Special Buttom 99-7) 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 detinguent contributions or to conduct suddis, the Itinois ten year written contract statule of imitations shall apply. The Employer agrees that he statute of imitations shall apply. The Employer agrees that he statute of imitations until such time as the Fund(s) receive actual written nobce 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 cotective 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 will an.

d by U.S. Department easury
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MAY 1 9 2004
CONTRACT DEPARTMENT

is the Employer an Illingrant construction company working on a project or on a seasonal bacist. Yes ____ no



PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT. LL:NOIS 60018-4938 PHONE (847) 516-9800

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197829 GY28 799 HEALAND HEADLEASE ANTH IN H. R. M. M. M. L. M. TOM & VENT LEA 1 8 840170 1 Calcinc

ENCLITIVE ORBOTICS ALKAR JAN

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Perision Fund ("Persion Fund") and/or the Central States, Southeast and Southwest Areas Health and Weifere Fund ("Health and Welfare Fund") in accordance with its collective bargering agreement with the Union covering the iob classification(s) of: and env

other job classification covered by the corective bargaining accoment.

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

The Employer shall contribute to the Persion Fund 2 _ per week/cay/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

Effective Date:	<u>November 14, 2002</u>	Rale:	546,00	Per We	ek.
Effective Date:	<u>November 12.</u> 2003	Rate.	\$51.00	Per w	ek
Elfective Dates	November 11, 2004	Rate	\$55.00	per ve	ek.
Effective Detec		Rate:			
Effective Date		Rate			

The Employer shall contribute to the Health and Weitlare Fund per week/hour (choose one) (the "Contribution 3. Period") for each Covered Employee at the following rates

Effective Date		Rate:	
Effective Date:		Rate	
Effective Date:	===	Rate.	
Effective Date:		Rate:	·
Effective Date:	F	Rate:	<u> </u>

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 implining Agreement. The parties may execute an interm agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotished in the absence of an interim agreement, the contribution rate required to be paid after territination of a collective bargaring agreement and prior to either the execution of a new collective bargarding agreement or the termination of this Agreement, shat be the rates in effoct 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 approable benefit plan or class,

This Agreement and the obligation to pay contributions to the Fund(6) will continue after the termination of a corrective bangaining agreement and during a strike except no completions 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 serminate until either a) the Trustees could to terminate the Agreement and provide writer 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(a) and the Fund(a) 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 Weifard 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(sy Contracts Department by centred mail (return receipt requested) at the address specified above Any agreement or understanding which affects the Employer's contribution onligation 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 onforceable.

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 knegular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Dovered Employee shall not include any person employed in emanagerial or supervisory capacity or any person employed for the principal purpose of obtaining banefits 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 pey, overtime pay, holday pay, disability or itness pay, layoff/severance pay, vacefor 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 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 Employee 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 theses or injury even if the Covered Employee is not antitled to componization. The Employee who is not working due to the would have otherwise been paid on any Covered Employee who is a re-employed service momber or former service member but for his or her absence during a period of unitorned 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 workforca (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 Employee shall be obligated to pay interest on the montes due to the Fond(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, stiomeys' fees and costs and b) at the obligated for the problem incurred by the Fund(s), including, but not limited to, stiomeys' fees and costs and b) at the obligate for the delegated representative, the payment of contributions that accrue after the Employer has become definition shall be accelerated so that the contributions away for each cellender 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 most pay the contributions billed by the Health and Welfare Fund regardless of actual terminations. leaves of absence, layoffs or other changes in the workforce on the follower 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 thigation is required to other 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). The employer shall be paid by the Employer and the Employer 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 constitutions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

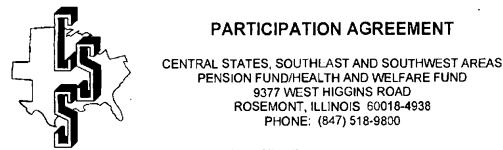
12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.

13. This Agreement shall in 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 actors to collect definquent contributions or to conduct audits, the Illinois icn 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 the collective bargaining agreement, 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.

<u>ERICKSON TRANSPOL</u> Employer Name	T CORPORATION	Local Union No. 823
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Complete Address of Em	Dicyer	MAY 1 9 2004
()	<u>()</u>	
Telephone Number	Fax Number	CONTRACT DEPARTMENT
Federal Employer Numbe	r	
If the Employer is signator	y to a National or Group Contract, indi	sate the name of such Contract.
ts the Employer an itinerar	d construction company working on a	project or an a seasonal basis: Yes No



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): MECHANICS

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:	May 1, 2012	Rate:	\$259.00 per week
Effective Date:	May 1, 2013	Rate:	\$269.40 per week
Effective Date:	May 1, 2014	Rate:	\$280.20 per week
Effective Date:	May 1, 2015	Rate:	\$291.40 per week
Effective Date:		Rate:	

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:	<u> </u>	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 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. 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 bargai ing 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 lliness 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 pard 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 Lability.

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.

Erickson Trucking Service, Inc.	Local Union No. 406
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Printed Name and Title	Printed Name and Title
Date	Date
3128 - 3 Mile Road, N.W.	
Walker, Michigan 49504	RECEIVED
Complete Address of Employer	
(616) 735-1700	FEB 0 5 2013
Telephone Number Fax Number	CONTRACT
38-1465628	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 of	on a project or on a seasonal basis? Yes No

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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:

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.

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

Effective Date:	January 1, 2009	Rate:	\$5.60 per hour
Effective Date:	January 1, 2010	Rate:	\$6.00 per hour
Effective Date:	January 1, 2011	Rate:	\$6.50 per hour
Effective Date:	January 1, 2012	Rate:	\$7.00 per hour
Effective Date:	January 1, 2013	Rate:	\$7.60 per hour

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

Effective Date:		Rate:	
Effective Date:	<u></u>	Rate:	
Effective Date:	<u> </u>	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 negotiatep. 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.

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 penod. 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 acceterated 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 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.

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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.

EVENT ENGWEBRING	727 Local Union No	
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury	·
Ponted Name and The	Printed Name and Title	
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Date	Date	
2334 W. NORTH AUF		
$\frac{2334}{CHICA40}, 1C60647$ Complete Address of Employer $\frac{1000}{10000000000000000000000000000000$		
773 695 2000 773 695-205 Telephone Number Fax Number		
36-3760 498 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	t or on a seasonal basis? Yes	No <u>x</u>
IS the Employer an interant construction company from a strate of		

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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	CHARLES & WHORKEY HERE & YOLAND ENDLOYER IRUSTEES HOWARD MCDOUCALL ARTHUR H BURTE, JR TOM & YEARURA DAVEL J GRUTTO GARY F, CALDWELL ERFEITING COMMEND
[_			THOMAS C. INTHAN
		orth the terms under which the Employer will participate in the Central) and/or the Central States, Southeast and Southwest Areas Heat ts collective bargaining agreement with the Union covering the jo he collective bargaining agreement. Inployer agree to be bound by the Trust Agreement(s) of the Per- ions presently in effect or subsequently adopted by the Trustee Trustees and their successors.	b classification(s) of: and any
ioshacaA81			as of the Fund(s) and accept the
2. "Contributio	The Employer sha Period") for each Cove	# contribute to the Pension Fund \$5.2.0	/day/hour (choose one) (the
	Effective Date:		'~ { // nour (Choose one) // ho
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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 negotilated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement is being negotilated. In the to aither 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.

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5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall be due during a strike unless the Union and the Employer mutually 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) the Employer is no longer the Employer is no longer to contribute. In the event the Employer participates in both the Pension Fund and the Health and to the other 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 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).

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 rules (including Special Bulletin 90-7) and 12. reas that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the to. This Agreement shares an especie be consulted according to the laws or the United States. In an according taken by the volten contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with Year tion contract statute or immutures and approvement of comparent agrees that the statute or immutures shall not begin to accrue with the any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability. respe This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions 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. Pra -UP. Redacted by U.S. Department Redacted by U.S. Department of the Treasury of the Treasury March 25, 2008 Date Complete Address of Employer RECEIVED Telephone Number Fax Number APR 0 9 2008 Federal Employer Number CONTRACT If the Employer is signatory to a National or Group Contract, indicate the name of such Contract: _ DEPARTMENT is the Employer an itmerant construction company working on a project or on a seasonal basis: Yes DNA Noy rev. 12/03

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, conecure pargaining agreement states that contributions sharnor be due on newly tired covered comployees 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 illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have timess of many events are covered Employee to not entitled to compensation. The Employer shall pay any controlutions 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 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 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 fate 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

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 by the Fund(s). In itigation is required to entremotion access to the Employer a records or to conect account at minute that require norm are 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

The Employer shall provide the Trustees with access to its payroll records and other partinent records whan requested

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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

ORIGINAL

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ACCOUNT NUMBER: 005253852

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): <u>Drivers</u>

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:	6/1/2015	Rate:	\$217.20 per week
Effective Date:	6/1/2016	Rate:	\$225.90 per week
Effective Date:	6/1/2017	Rate:	\$234.90 per week
Effective Date:		Rate:	·
Effective Date:		Rate:	<u></u>

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

Effective Date:	۰	Rate:	
Effective Date:		Rate:	,
Effective Date:		Rate:	
Effective Date:		Rate:	
Effective Date:	<u></u>	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 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 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 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 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.

INTERIOR EXTERIOR SPECIALISTS	50			
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury			
	Printed Name and The			
8/20115	8-21-2015			
Date 1414 South State Street	Date			
				
Freeburg, IL 62243				
Complete Address of Employer	- RECEIVED			
618-539-4784				
Telephone Number Fax Number	SEP 0 3 2015			
37-1279960	CONTRACT DEPARTMENT			
Federal Employer Identification Number				
If the Employer is signatory to a National or Group Contrac	t, indicate the name of such Contract:			
	on a project or on a seasonal basis? Yes No			
Is the Employer an itinerant construction company working	on a project or on a seasonal basis? Yes No			

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ACCOUNT NUMBER: 2634700-0107-00247A

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 fare 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.

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:	4/1/13	Rate:	\$89.00 weekly
Effective Date:	4/1/14	Rate:	\$92.60 weekly
Effective Date:	4/1/15	Rate:	\$96.30 weekly
Effective Date:	4/1/16	Rate:	\$100.20 weekly
Effective Date:	4/1/17	Rate:	\$104.20 weekly

3. 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:	<u> </u>	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 Ihis Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees benefit 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 d) 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) br 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.

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 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 val d: 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 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 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 o 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 shall pay 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 pa'd 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 p for 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 expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the 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 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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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.

Factory Steel & Metal St	upply	Local Lloing No. 247
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
Date 14020 Oakland Avenue		<u> </u>
Highland Park, MI 48203		
Complete Address of Emp	Dloyer	RECEIVED
(313) 883-6300	(313) 883-4883	
Telephone Number	Fax Number	APR 2 6 2013
38-1268118		CONTRACT
Federal Employer Identification Number		DEPARTMENT
If the Employer is signator	y to a National or Group Contract. i	ndicate the name of such Contract;
Is the Employer an itineran	it construction company working on	a project or on a seasonal basis? Yes No

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	P/	ARTI	CIPAT	ION AC	GREEMENT
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CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDMEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROBEMONT, ILLINOIS 60018-4938 PHONE: (647) 518-9800 CHUPLOWEE TRUSTELS INCO DECAILS LEARY YOUNDER COURSE & WESILMY CHURLER & WESILMY CHURLER & WESILMY

ENGLOYER TRUTHES HOWAYD NEOLUAL ARTHAR NELLOLLAL TOM LYBRIA CANALLEBUTTO GARY P. CALENEL

EXECUTIVE CRUESTOR THOMAS C. NYIAN

THIS AGREEMENT sets forth the larms under which the Employer vill 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 bargelising agreement with the Union covering the job classification(s) of: _____ and any other job classification covered by the collective bargelising agreement.

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

2. The Employer shall contribute to the Pension Fund <u>\$5,20</u> per weekines/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

Effective Date: January 1, 2008	Rate: \$5.20 per hour worked
Etřective Date:	Rate:
Effective Date:	Rata:
Effective Date:	Rate:
Effective Date:	Rəle:
· · ·	the state of the second state of the second state of the PC and the state Parties

3. The Employer shall contribute to the Health and Welfare Fund per week/hour (choose one) (the "Contribution Period.") for each Covered Employee at the following rates:

Effectiva Date:	Rate:
Elfectiva Date:	Rata:
Effectiva Date:	Rate:
Effective Dale:	Rate:

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaloing 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 bargaloing agreement is being negofiated. In the absence of an interim agreement, the contribution rates during the periods when a new collective bargaloing agreement is being negofiated. In the absence of an interim agreement, the contribution rates during agreement or the termination of a collective bargaloing agreement and prior to other the maximum distribution rate of the termination terminatis the termin

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargeloing agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing diservise. This Agreement and the Employer's obligation to pay contributions shall be the during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing diservise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decke to terminate the Agreement and the Employer's obligated by a contract or statute to unonbute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts Department at the address excelled above sentibly certified mail with relian recipted which describes in the read to the Fund(s) 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 collactive bargaining agreement is signed or the Employer and the Union agree to change the collactive bargaining agreement is signed or the Employer and the Union agree to change the collactive bargaining agreement is signed or the Employer and the Union agree to change the collactive bargaining agreement or modification to the Fund(s)' Contracts Department by cartified mall (roturn reculpt requested) at the eddress apacified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been automited to the Fund(s) as required by this paragraph, shall not be binding on the Trustees , and the Agreement and the written agreement(s) that has been submitted to the Fund(s) shall sione remain enforceable.

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



8. The Eutployer 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/severatics pay, vacation pay or the payment of weges which are the result of any National Labor Relations Board proceeding, grievance(arbitration proceeding or other tegel proceecing or settlement. If the collective bargaining agreement states that contributions shell not be funded to the Fund(s) on behalf of any Covered Employee at or specified waiting period, no contributions shell be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions and also be made to the Fund(s) on behalf of any Covered Employee who is not entitled to compensation. The Employee rate is pay and or working due to otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for the or her absence during a payled of unifermed 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 poy all contributions avail for the prior month. In the event of a delinquency, s) the Employer shall be obligated to pay interact on the monies due to the Fund(s) from the data 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 costrations that excure after the Employer has become delinquent shall be accelerated so that the contributions owed for each calender week (Sundsy 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 tolled by the Health and Walfare 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 env 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 Digetion 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 shell 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 prisvance/arbitration procedum set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Buildin 80-7) and agrees that while this Agreement remains in offect, 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 Bocording 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 illingie ten year written contract statule of Imitations shall apply. The Employer agrees that the statute of fimitations 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 lightity.

14. This Agreement may not be craily modified or terminated. To the extent there extents any conflict between any provisions of the Participation Agreement and any provisions of the collective bargsining agreement, this Participation Agreement and any provisions of the collective bargsining agreement, this Participation Agreement and any provisions of the collective bargsining agreement, this Participation Agreement and any provisions of the collective bargsining agreement, this Participation Agreement and any provisions of the collective bargsining agreement, this Participation Agreement and any provisions of the collective bargsining agreement, this Participation Agreement and any provisions.

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 willten.

C3 Presents	Redacted by U.S. Department
Redacted by U.S. Department	of the Treasury
Rep of the Treasury	
7/14/08	Cade
98 San Jacinto, # 400	RECEIVED
Arshin, 75 78701 Complete Address of Employer	JUL 2 2 2008
571 478-72/1 572 476-96/1 Telephone Number Fax Number	CONTRACT Department
ZO - 879892-4	
If the Employer is signatory to a National or Group Contract, indicate t	he rame of such Contract

Is the Employer an Illnerant construction company working on a project or on a sessonal basis: Yes ____ No ___

rav, 12/03

37.11.108



PARTICIPATION AGREEMENT

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 ENPLOYEE TRUETELS RAY CASH JOE ORDE JERRY YOUNGER SCOROF & WESTLEY PALP & YOUNG

EMPLOYER TRUSTES MOWARD W. DOUDAL ARTHUR M. BUKTE, J. DAND F. MORRISON TOM & VENTURA DANKE J. BRUTTO

RECVINE BRECTOR RONALD J KUBALANZA

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwost Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwast Areas Health and Welfare Fund ("Health and Walfare Fund") in eccordance with its collective barga in a gareement with the Union covering the job classification(s) of: <u>General Freight</u>, <u>Furniture and Storage</u> Warchousemen (Drivers Addendum Only)

1. The Union and Employer egree to be bound by the Trust Agreement(s) of the Pension 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 Employee Trustees and their successors.

2. 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:

Effective Date:9/3/00	Rate: \$44.00	
Effective Date: <u>2/1/01</u>	Rate: <u>\$49.00</u>	ST.
Effective Date:2/1/02	Rate: <u>\$55.00</u>	3
Effective Date:	Rete:	
Effective Date:	Rate:	×.

3. 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: <u>II/A</u>	Rate: <u>N/A</u>
Effective Date:	Rate:
Effective Date:	Rate:
Effective Date:	Ralo:
Effective Date:	Rate:

4. Contribution rate changes after the last Effective Data 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 contribution rate contribution of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement 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 otherwse. 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 longer obligated to contribute. 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) Tellates to only one Fund, then this Agreement shall remain in affect 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 colloctive bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s). Contracts Department by pertilled mail (return recept 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) that has been submitted to the Fund(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 37.11.109

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 Pariod (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/artxtration proceeding or other legal proceeding or softlement. 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 be due until the Covered Employee to the Fund(s) an behalf of any Covered Employee who is not working due to itiness or informer shall also be made to the Fund(s) an behalf of any Covered Employee who is not working due to itiness or informer who wages are otherwise been paid on any Covered Employee who is not working the itiness or informer 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 pilor month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monities due to the Fund(s) from the data when payment was due to the date whon 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 faits to roport 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 pertinant 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 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)' activerse selection rules (including Special Buttern 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement that violates the adverse selection rules.

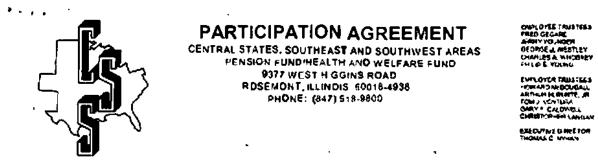
13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent controlutions or to conduct audits, the illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid controlutions until such time as the Fund(s) receive actual written notice of the existence of the Employer liability.

14. 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

<u>Federal Warchouse Company</u> Employer Name	Redacted by U.S. Department
ne Treasury	of the Treasury
200 National Blvd.	
East Pennia, 11_61611 Complete Address of Employer	5 3
<u>(309) 694-43(0</u> Telephone Number	салы (3 13 с. 13 13
370271490 Federal Employer Number	
If the Employer is signatory to a National or Group Cont	ract, Indicate the name of such Contract;

is the Employer an Kinetant construction company working on a project or on a seasonal basis: Yes _____ No.



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 Weither Fund ("Health and Weither Fund") in accordance with its collective bargalizing agreement with the Union overing the following job classification(a): <u>Construction Truck Drivers</u> and any other job classification covered by the collective bargalizing agreement and the Agreement between the Health and Weilare Fund and the Islands Conference of Teamsters and Employers Weifare Fund both of which are incorporated herein

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Meelth 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 Cavered Employee at the following rates:

Effective Date:	Rale: <u>\$132.70 per week</u>
Ellective Date:	Rate: 142.00 per week
Effective Date: 5/01/08	Rale: 151.90 per week
Effective Date: <u>\$/Q1/Q9</u>	Raie: 162.50 per veek
Effective Date:	Rate:

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

Effective Date:	Rate:S7.25 per hour
Effective Date:	Rate: 7,90 per hour RECEIVED
Effective Date: 5/01/08	Rate: 8.60 per hour AUG 2 9 2006
Effective Date:	Rate: 9.30 per bour DONTRACT
Effective Date:	Rate:

4. Contribution rate changes siter 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 intermining agreement establishing contribution rates during the periods when a new collective bargaining agreement and proceeding the contribution rate required to be pard after termination of a collective bargaining agreement and proceeding the execution of a new collective bargaining agreement or the termination of a first Agreement, shall be the rates in effection in elast day of the terminated collective bargaining agreement. However, the trusteds reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable banafit plen or class.

5. This Agreement and the obligation to Day contributions to the Fund(s) will continue after the tamination of a collective bargelining 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 and provide write in note of their decision to the Employer mutually agree in writing otherwise. This Agreement and the Employer and provide write in note of their decision to the Employer soligation to pay contributions shall not terminate unlitical the Trustees decice to terminate the participation of the Employer and provide write in note 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 statule 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 sensity cartified maliants return receive the due of describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRR confirms the result at an election that terminates the Union's representative status or d) the date the Union's representative status of the termination of interest. In the event the Employer participates in both the Pensian Fund and the Health and Westers Fund and the termination referred to in a) orby relates to only one Fund, the the Agreement shall remain in effect with respect to the other Fund. In the event en NLRB election or disclament of interest referred to in c) ord (leights to only past of the bargaining unit, the Agreement shall remaining unit.

6. When a new collective bargaring agreement is signed or the Employer and the Union agree to change the collective bargatning agreement, the Employer shall promptly submit the entire agreement or modification to the Full 6(s). Contracts Department by contributed mail (return recerb) 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 unding on the Trustees and the Agreement and the written agreement(s) that has been submitted to the Fund(s) shall acre remain enforceable. The following agreements that not be valid; a) an agreement that purports to prospectively reques the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively reques the contribution rate payable to the Pension Fund or c) an agreement that payable to the stated term of a collective bargarining 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 employees covered by a collective bargalning 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 Wettare Fund. "Overed Employee shall not include any Person employees from participation in the Health and Wettare 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 whither the employment relationship is terminated), including show up time pay, overtime pay, holically pay, disability or itness pay, layor@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 tettere the concrition of the educative bargalining agreement states that contributions shall not be one on newly hired Govered Employees for a specified wating period, no contributions shall be due until the Covered Employee completes the spectrod wating period. If required by the applicable collective bargalining agreement, contributions shall also be made to the spectrod wating period. If required by the applicable collective bargaling due to streas or houry even if the Covered Employee is not entitled to compensation. The Employee who is not working due to streas or houry 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 termined service member but for his or her absence ouring a period of "uniformed service as defined at 10 C F R, §104.3."

9 On or before the t6th 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) with occurred during the prior month and Employee workforce (including, but not limited to new hires, layoffs or terminations) with occurred during the prior month and employee all contributions owed for the prior month. In the event of a definquency, a) the Employee threat 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 Find(s), including, but not limited to, altomays fees and costs and b) at the option of the Trustees or this relegated representative, the payment of contributions libetaccue after the Employer has become definduent anellible accelerated is a that the contributions were for each calendar week (Sunday) though Salurday) shall be due on the following Monday. If the Employer fails to report changes in the contributions blied by the thesth and Wettare Fund report changes of a usterminations, leaves of absence, and failed or other changes in the workforce. The Trustees reserve the fight to terminate the participation of any Employer that fails to mark they required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertnent 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 anell pay any attorneys' test and costs incurred by the Fund(s).

contributions to any priovance/art; tration procedure set forth in any discute concerning the Employer's obligation to pay

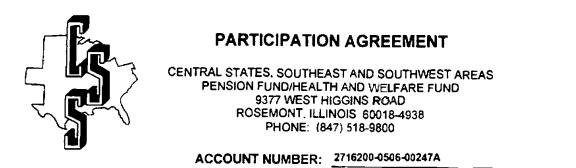
t2. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulatin 90.7) and agrees that while this Agreement remains in affect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

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 Historia ten year written contract statute of time bons that apply. The Employer agrees that the statute of time statute of the sections and is used as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be modified or ferminated without the written consert of the Fund(6). To the extent thurs exact any conflict between any provisions of the collective bergaining agreement, this Participation Agreement and any provisions of the collective bergaining.

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

Redacted by U.S. Department	Redacted by U.S. Department
of the Treasury	of the Treasury
OLIVER CONTRACT NUMBER	
8-1-06	8-9-6
ate	- Date
1500 East 19th Road	BEATY 20
Streator, II. 61364_	RECEN
Cripiete Adaress of Employer	- / -
15-672-9451 815-672-948	- AUG 2 9
e ephone Number Fax Number	CONTR DBPART
36-3344543	DBran
ederal Employer Idensincasion Number	-
the Employer is signatory to a National or Group Cont	race, indicate the name of such Contract:
· · · ·	
<u>rticles of Construction between the A.G.</u>	G. and IL Conference of Teamsters



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.

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

Effective Date:	9/24/12	Rate:	\$246.70 weekly
Effective Date:	6/1/13	Rate:	\$259.00 weekly
Effective Date:	6/1/14 .	Rate:	\$269.40 weekly
Effective Date:	6/1/15	Rate:	\$280.20 weekly
Effective Date:		Rate:	

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

Effective Date: not a	applicableRate:	AL
Effective Date:	Rate:	
Effective Date:	Rate:	
Effective Date:	Rate:	CONTR 2013
Effective Date:	Rate:	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 or the termination 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 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 enforccable. 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 snall 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 celinquency, 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 cover=d workforce on time, the Employer must pay the contributions billed by the Heatth 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 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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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.

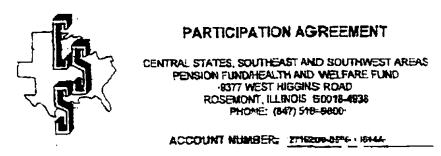
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THIS AGREENENT sets torth the letters under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund (Pension Fund) and/or the Central States, Southeast and Southwest Areas Hentin and Welfare Fund (Thealth and Welfare Fund) in accordance with its collective bargaining agreement with the Union covering the following job classification(s): Driver, Laboret, Mechanic, Maintenance

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

1. The Union and Europoyer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Weiture Fund and as amendments subsequency adopted as well as all roles and the singlions provided 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 Oats;	Nov 31 2009	Kate.	\$ 152_ 3 word
Effective Detct	Many 30, 2010	Rate:	\$ 173.90 work
Effective Date:	May 21, 2011	Rate:	\$ 184,30 wuek
Eliective-Date:	June 83, 2017	Rate:	3 193.50 week

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

Ellective Data.	NUA	Rano_				·
Effective Date:	NGA	Rute.	_ 	<u> </u>	•	
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Effective Date:	N/A	Rate:				
Enactive Date:	-1816	Ram:			_	

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 stall be incorporated into this Agreement. The parties may execute an anterim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiaried, 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 a new collective bargaining agreement or the termination of subscriptions, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce bargetic linearity of the contribution rate is or becomes less than the lash published rate for the explicable bargetic b

5. This Agreement and the collipstich to pay contributions-to the Fund(s) will continue allor the termination of a colloctive bargaining agreement except to contributions shall be due during a strike unless the Union and the Employer mutually agree to writing constraines. This Agreement and the Employer and provide writing a strike unless the Union and the Employer mutually agree to terminate the participation of the Employer and provide writing in other of their decision to the Employer mutually agree to terminate the participation of the Employer and provide writing in the decision to the Employer approximation of the Employer and provide writing in the decision to the Employer approximation of the Employer and provide writing to the decision to the Employer approximation of the Employer and provide writing to the decision to the Employer approximation of the Employer and provide writing to the decision to the Employer approximation of the Employer and provide writing to the decision to the Employer approximation of the Employer and provide writing to the decision of the Employer and the Employer and provide writing to the decision to the Employer approximation of the Employer and the termination of the Employer approximation of the Employer approximation of the Employer and the fund(s) and the Fund(s) have received a writing notice detected to the Fund(s). Commute Department of the address, specified above are by certified reall utility return receipt requested which describes the reason why the Employer is no bright obligated to contribute or c) the data the Union's representative status terminates the usual of an election that terminates the Union's representative status terminates that the termination referred to in all or to relation the Employer and the Agreement and the Hostin and Weitare Fund, and the termination referred to in all or to relation or fund, then this Agreement shall remain in affect with respect to the tergaining unit, this Agreement shall remain in affect with respect to the tergaining

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6. When a new collective bargaining agreement is signed or the Employer and the Union agrees to change the collective bargaining agreement, the Employer shall promptly cubicit the entire agreement or modification to the Funct(s). Contracts Department by certified mail (return receipt requested) at the entire specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been ashmitted to the Funct(s) as monitored by this paragraph, shall not be binding on the Trustees and this Agreement and the writem agreement (s) that has been astmitted to the Funct(s) shall above the indirection the function obligation which has not be write agreement (s) that has been astmitted to the Funct(s) shall above the indirections. The following agreements shall not be write agreement (s) in agreement (s) in agreement (s) on agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) in agreement that purports to prospectively eliminate 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 employees that not be if Covered Employee with respect to the Health and Wetlare Fund. Covered Employee shall not be agreement exploring agreement exploring agreement exploring agreement exploring agreement explored a casual employees them participation in the Health and Wetlare Fund. Covered Employee shall not be any parson employed in a managerial or supervisory capacity or any parson employed for the principal parameter of utilities panetite from the Fund(s).

6. The Employer varies to rent contributions on testant of each Covered Employee for any pecied testing monitors, or is entitled to receive, compensation (regardless of whattier the employment relationship is terminated), including show up time pay, overtime pay, holiday-pay, disability or liness pay, tayoff/severance pay, vacation pay or the payment of wages which are the result of any increasing, and proceeding, primarice/arthrofion anocenting or other legal proceeding, or settlement. If the collective bargaining agricument states that contributions shall not be due on menty hird Covered Employees for a settlement of water and the covered Employee completes the specified gatering period. If required by the applicable collective bargaining agricument, contributions shall also be made to ther Fund(s) on both of only covered Employee is not working due to liness in injury even if the Covered Employee is not entitled to compensation. The Employee also pay and the lines pay and pay and the lines are the restrictions, that working due to liness or injury even if the Covered Employee is not entitled to compensation. The Employee also pay are also be made to there for also be envice member or immer services that working due to liness or injury even if the Covered Employee is not entitled to compensation. The Employee service member or immer service member or immer service as defined at 32 C.F.R. §104.3.

9. On or biblion the folly day of each month: the Employer must report to the Fundis) any change in the Covered Employee workforce (including, but not latited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the poor month. In the event of a deimquency, a) the Employer shull 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 af separate or deigeness of collection incurred by the Fund(s), including, but not limited to, alternate the date when payment was due to the date when the payment is made, together with af separate or their delegated representative, the payment of contributions of the Employer has been on datequant shall be accelerated so that the contributions owed for each calendar work (Sunday) through Saurday) shall be due on the televant blanday. If the Employer fund the report changes in the constructions indexed in the televant terminations, worked or there there is the constructions bland by the Hend(s). The payment of contributions on the funder termination to allogue through Saurday) shall be due on the televant date work. If the Employer must pay the constructions televant blanday. If the Employer fund regardless to factual terminations, workers of absence, tayloffs or other changes in the workforce. The Trustees resource the right in terminate the participation of any Employer that tails to backy pay required contributions.

10. The Employer shall provide the Trustees with access to its payroit records and other pertinent records when required by the Fundle). It illipation is required to either obtain access to the Employer of a records or to collect additional billings, that result from the review of the records, all casts accured by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attempts' force 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 prior procedure, set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' advance enlection rule (including Special Buildein 90-7) and egrees that while this Agreement remains in effect it with not - was later any egreement or angage in any practice that violance the edirecte express exercision 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 the Agreement, including actions to collect delinquent contributions or to consuct audits, the Blance teo year witten contract standar of the Agreement, including actions to collect delinquent contributions or to consuct audits, the Blance teo year witten contract standar of the Agreement, including actions to collect delinquent contributions and not begin to accrue with respect to any unpaid contributions until auch 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 L	mine have caused this instrument to be executed by their dely authorized.
representatives, the day and year first above written.	•

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Reprinted Name and Title		Printed Name and Tible
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P.O. Box 418 Farming	ton:Hill, MI 48332	_
Complete Address of Em	ployer	-
248/474-3211	248/474-8110	
Telephone Number	Fax Number	_
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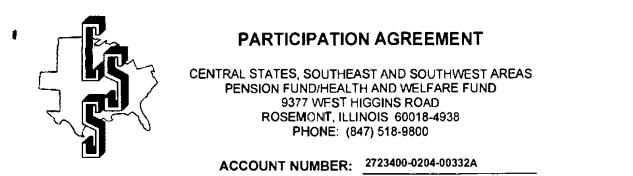
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O'COMPRESSION PLAN - SYMERCE



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): <u>Truck Drivers, Mechanics</u>

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

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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:

Effective Date:	March 22, 1013	_ Rate: _	\$41.50 per day	
Effective Date:	March 22, 2014	Rate:	\$43.20 per day	_
Effective Date:	March 22, 2015	Rate:	\$44.90 per day	_
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 interm 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 nght 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.

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 puncipal 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 Ilmited 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.

-2-37.11.120 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.

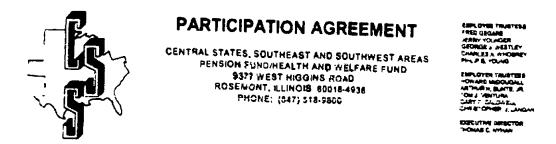
Ferguson Block Co.		Local Union No. 332 Local Union No.
Redacted by U.S. Dep of the Treasury	partment	Redacted by U.S. Department of the Treasury
Printed Name and Title		Printed Name and Title
4-18-1	3	4-17-13
Date		Date
5430 N. State Rd.		
Complete Address of Emp	bloyer	- RECEIVED
810-653-2812	810-658-2620	
Telephone Number	Fax Number	APR 2 4 2013
38-1463593		CONTRACT
Federal Employer Identific	cation Number	DEPARTMENT
If the Employer is signato	ry to a National or Group Contrac	ct, 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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2723551-0400-00164A



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, Southeest and Southwest Areas Health and Walfare Fund ("Health and Walters Fund") in accordance with its collective bergetning agreement with the Union covering the following job other job classification covered by the collective bargaining agreement. and any

The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund end all amendments subsequently adopted as well as all rules and regulations presently in affect 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 retes:

7 12 10000		- histor of the ronowing the	
Effective Date: 7/1/2009	Rate: \$111.50	7/1/2014	\$143.60
Effective Date: 7/1/2010	Rate: \$119.30	7/1/15	\$149.30
Effective Date: 7/1/2011	Rete: \$126.50	_	
Effective Date: <u>7/1/2012</u>	Rate: \$132.80		
Effective Date: <u>7/1/2013</u>	Rate: \$138.10		

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:

Contribution rate changes after the last Effective Date set forth in persgraphs 2 and 3 shall be datarmined by each 4. new collective bargeining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim spreament establishing contribution rates during the periods when a new collective bargaining agreement is being regotisted. In the classes of an interim agreement, the centribution rate required to be pold after termination of a collective bergaining 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 Trucksco 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(a) will continue after the termination of a coffective bargaining agreement accept 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 is pay contributions shall not terminate until s) the Trupincy decide to terminate the pericipation of the Employer and provide written notice of their decision to the Employer exectlying the date of termination of perticipation or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(a) have received a written notice directed to the Fund(a)' Contracts Department at the address apacified above sent by certified mail with return receipt requested which describes me reason why its Employer is no longer obliggiod to contribute or c) the date the NLRB certifies the rosult of an elocition that terminates the Union's representativo 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 Walforo Fund and the termination referred to in e) or b) relates to only one Fund, then this Agreement shell remain in effect with respect to the other Fund. In the event an NLRS election or disclaimer 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 bargeining unit.

When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining coromon, the Employer shall promptly submit the entire egreement or motification to the Fund(s) Contracts Department by codified mail (return receipt requested) at the address specified above. Any ogrogmont 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) shaft sione 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 egreement that purports to prospectively reduce the contribution rate payable to the Penalon Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the sized term of a collective bergaining agreement that has been occupying by the Pension Fund.

For purposes of this Agreement, the Isrm "Covered Employes" shell mean any full-time or part-time employees covered by a collective bergaining agreement requiring contributions to the Fund(a) and includes casual amployees (i.e. short term amployees who work for uncertain or imagular duration) except a casual amployed shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly discluster casual employees from participation in the Health and Welfare Fund. Covorod Employee shall not include any person employed in a managariator supervisory capacity or any person amployed for the principal purpose of obtaining banafits from the Fund(s).

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8. The Employer agrees to remit contributions on behalf of such Covered Employee for any particid ha/she receives, or is entitled to receive, companisation (regardless of whether the employment relationship is terministed), including show up time pey, overtime pay, holdsy pay, dasbuilty or Efficient pay, layoff/beverance pay, vecation 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 estimated if the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employee to applicable or any or the payment of wages which are the waiting particid, no contributions shall be due uptil the Covered Employee complexes the specified waiting particid. If required by the applicable collective bargaining agreement, constitutions 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 to an entitled to complexes. The Employee shall pay any combutions that would have otherwise been paid on any Covered Employee who is a re-employed sperieg member or former service member but for his or her absence during a particid of withormed service as defined at 32 C.F.R. §104.3.

9. On or before the 18th 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, layoffe or terminalizers) which occurred during the prior month and must pay all combinations ower for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay information expenses of collection including, but not limited to new hires, layoffe or terminalizers) which occurred during the prior month and must the montees due to the date when the payment is made, together with all expenses of collection including, how the Fund(s), including, but not limited to attending the terminalizers and costs and b) at the option of the Trustees or their delegated representation, the payment of combibutions that accrue after the Employer has become dolinguent enait to accelerated so that the contributions and for each calender week (Bundley finvagh Saturday) shall be due on the following by the Health and Welfare Fund regardious of archael terminations, logivitie of the Employer must pay the contributions by the funding bit and the acceleration of order the payment and browing by the Health and Welfare Fund regardious of accelerations, logivitie of abaence, layoffe 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 Trustese with access to the 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 blikings 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 stormays' 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 ast forth its 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 angege in any practice that violates the adverse selection rule.

13. 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 distinguent contributions or to conduct dudits, the laboratory written contract statute of limitigizes shell apply. The Employer agross that the statute of limitigizes shell not bogin to account with respect to any unpaid contributions until each time as the Fund(a) receive Extent written notice of the existence of the exist

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 WITNESS WHEREOF, and 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

12/20/12

Redacted by U.S. Department of the Treasury

Printed Name and Tide

PRESIDENT

Date

12500 Jeffer	son Ave., Newport Ne	ws. VA 23602
Complete Address of Employed		· -
757.989.2320	757.989 2985	
Telephone Number	Fex Number	
-38-3480246	54-1211771	

Faderal Employer Identification Number

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If the Employer is signatory to e 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 _____

RECO

JAN 0 2 2013

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

ACCOUNT NUMBER: 2723551-0400-00247A Detroit

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.

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

Effective Date:	4/1/10	Rate:	\$173.90 weekly
Effective Date:	4/1/11	Rate:	\$184.30 weekly
Effective Date:	4/1/12	Rate:	\$193.50 weekly
Effective Date:	4/1/13	Rate:	\$201.20 weekly
Effective Date:	4/1/14	Rate:	\$209.20 weekly
	4/1/15		\$ 217.60 00000000

3. 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:	<u> </u>	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. 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 mulually 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) retates 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.

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 retractively 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 manageria) 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 litness 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 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 tho 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 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 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.

Ferguson Enlerprises, Inc.		Local Union No	
Redacted by U.S. Department of the Treasury		Redacted by U.S. Department of the Treasury	
Printed Name and Tille		Printed Name and Title	
10/8/13		10-7-2013	
Date / /		Date	
12500 Jefferson Ave.		- PEOPULA	
Newport News, VA 23602		- RECEIVED	
Complete Address of Employer (757) 989-2320 (757) 989-2985		OCT 0 8 2013	
Telephone Number	Fax Number	CONTRACT Department	
Federal Employer Identifi	calion Number	—	
		indicate 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
 ACCOUNT NUMBER: 2723551-0400-00406-A

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Contral 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.

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

Effective Date:	8/1/2010	Rate:	\$168.70 per woek
Effective Date:	8/1/2011	Rate:	\$182.20 per weak
Effective Date:	8/1/2012	Rate:	\$193.10 per week
Effective Date:	8/1/2013	Rate:	\$200.80 per week
Effective Date:	8/1/2014	Rate:	\$208.80 per weck

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

Effective Date:	N/A	Rate:	 <u></u>		
Effective Date:		Rale:	 		
Effective Date:	······	Rate:	 ·	· · · · · · · · · · · · · · · · · · ·	- <u></u>
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. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the linen 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 bargalning 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 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 d) 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 bargalning 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) et 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 egreement(s) that has been submitted to the Fund(s) shall elone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractival duty to contribute 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 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 bargelning 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 shell not be a Covered Employee with respect to the Health and Wellare Fund II the collective bargalning agreement explicitly excludes cosual employees from perticipation in the Health and Welfare Fund. Covered Employce shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from line 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 or is enumed to receive, compensation (regardiass or whether the employment relationship is terminated), including show of thite pay, overtime pay, holiday pay, disability or lilness 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 tagat proceeding or satilement. If the collective bargalaing 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 agreemant, convibutions 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 contribuillons 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, legotfs 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 montos due to the Fund(s) from the date when payment was due to the date when lite payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attomays' 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 away 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 regarcless 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 perlinent records when 10. requested by the Fund(s). If filigation 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 pey any altorneys' 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 11. to any grievance/arbitration procedure set forth in any collective bargathing 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 audils, the Itinois ten year written contract statute of ilmitations 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 Perilcipation Agreement shell 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 witten.

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Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
July 30, 2013	7/31/2013
12500 Jefferson Avenue	Dale
Newport News, VA 23602 Complete Address of Employer (957) 989-2320 (757) 989-2985 Telephone Number Fex Number	
54-1211771 Federal Employer Identification Number	
If the Employer is signatory to a National or Group Contract, Indica	ite the name of such Contract:
Is the Employer an Kinerant construction company working on a pr	

AUG 0 8 2013

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- (1) "Employer", as used herein, shall me in any Employer who is bound by a collective bargaining agreement with the Union and agrees to be bound by the Trust Agreement (Pension and/or Health and Weffare Fund), or any Employer not presently a party to such collective bargaining agreement who satisfies the requirements for participation as established by the Trustees and agrees to be bound by the Trust Agreement (Pension and /or Health and Welfare Fund).
- (2) "Employee", as used herein, shall mean:

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- (a) A person (other than a person employed in a supervisory capacity) who has been on the payroll of an Employer for at least thirty (30) uays who is employed under the terms and conditions of a collective bargaining agreement as entered into between an Employer and a Union, and on whose behalf contributions are required to be made to the Pension - out to react the and in our or anti- the start where and/or Health and Welfare Fund by 'he Employer; or
- (b) All persons employed by the Union, as herein defined, upon being proposed by the Union and after acceptance by the Trustees as hereinafter defined; and as to such Union personnel the Union shall be considered an Employer, solely for the purpose of contributions, and shall, on behalf of such employees, make or be presently requirer to make contributions to the Pension and/or Health and Welfare Fund at the threes and at the rate of payment equal to that required by any other Employer who participates in the Trust Fund for the same benefits; or -
- (c) All persons employed by CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, or CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND upon acceptance by the Trustees as hereinafter defined; and as to such personnel the Trustees shall be deemed an Employer; solely for the purpose of contributions, within the meaning of the Agreement(s) and Declaration(c) of Trust and shall on behalf of such personnel, make or be presently required to make contributions ": the Trust(s) at the times and at the rate of payment equal to that required by any other Employer who part cipates in the Trust Fund(s) for the same benefits.
- (d) In all instances the common law test, or the applicable statutory definition of master-servant relationship shall control the Employee status. W BINDO . The second part of the
- The continuation of Employee status once established shall be subject to such reasonable rules as the Trustees may (e) adopt according to law.
- (3) Hours worked, for purposes of this Agreement, shall mean time of employment for which an Employee is entitled to wages and includes, but is not limited to, show up time, overtime and vacation time. Hours worked shall also include payment of wages which is the result of any National Labor Relations Board action, grievance procedure, or proceeding which resulted in the payment of back wages to an Employee by the Employer. Additionally, the hours worked shall also include any period for which the Fund(s) is (are) obligated under the Employee Retirement income Security Act of 1974 to award credited service to an Employee. Charles Markething and Const. 1336 \$1996 ·
- (4) Delinquent Employer, for purposes of this Agreement, shall mean an Employer whose contribution payment is not received on the fifteenth day of the month after the date of a bill.

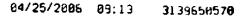
It is expressly agreed to by the Employer (its successors, administrators, executors and assigns) who is or may become a party 14. to the collective bergaining agreement (including all renewals and extensions thereof) referred to in the second paragraph of tris Participation Agreement that any and all disputes sriaing between the Employer and the Fund(s) concerning the application and/or interpretation of the collective bargaining agreement's provision for contributions to said Trust Fund(s); this Participation Agreement; or the Fund(s) Trust Agreement as it relates to the Employer's obligations to submit contributions to the Fund(s) shall be submitted for resolution to the Trustees of the Fund(s) and need not be subject to the orievance arbitration clause, or any other adjudicatory clause or clauses of the collective bargaining agreement. It is understood that in the event there remain any unresolved disputes between the parties to this Agreement after exhausting the procedure set forth in this paragraph. either party is free to seek appropriate jucicial relief, 447333833

This Agreement is not binding upon the Fund(a) until accepted by the Trustees and confirmation of same is sent out over the 15. In the Executive Director Contraction of the second seco

ระมุกาสเบาช เ	। এই জেলে ব্যাহি উদ্ধায়ে উদ্ধায় । মাজ উট্টেড্রা বিরুদ্ধির নিয়া হির্মানিয়া আনহার্জ্য বিরুদ্ধির বিরুদ্ধির নিয়া হির্মার	सा क्रम्प्रेस्ट्रे क्यूनिकाराम १९४३ मिडाव्ये क्रुक्तिराम १९४१ मिडाव्ये क्रांक्ता १९४४ माजव्ये क्रांक्ता १९४३ - अक्ष्य क्रा	াল লগত ধনা কাল্যস্কল হৈ হ ব জন প্রজ্ঞান কাল্যস্কল বিজ্ঞান ব জন প্রজ্ঞান বিজ্ঞান কাল্যস্কল বা জনসংগ্রহ কাল্যস্কল ব জনসংগ্রহ কাল্যস্র কাল			200 200 200 200 200 200 200 200 200 200
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CENTRAL STATES

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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

PMPLOYEE TRUETEES SHED GEGARE JERRY YOUNGER GEOROF I WESTLEY CHARLER & WHOBREY PHEP & YOUNG

P. 04

ENPLOYER TRUSTEES ARTHUR & RONTE IN TOM J, VENTURA GARY & CALOWEL CHRISTOPHER J LANGAN

EXECUTIVE DIRECTOR THOMAS C NYHAN

THIS AGREENENT sets forth the terms under which the Emptoyer 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 fare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job dassification(s): TECHNICIAN and any

other job classification covered by the collective bargaining egreement.

The Union and Employer agree to be bound by the Trust Agreemont(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: June 1, 2005	Rate: \$69,00
Elfective Date	Rate:
Effective Date:	Rate;
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3. The Employer shall contribute to the Heatth and Welfare Fund for each Covered Employee at the following rates:

Effective Date: Rate:	Effective Date:	Rate:
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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 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 interast. 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 NLRB12fection or disclaimer of interest referred to in c) or d) relates

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

6. When a new collective bargelning agreement is signed or the Employer and the Union agree to change the collective bargelning 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 afforts 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 bergaining 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 managenial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

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CENTRAL STAT	S Fax: 847-518-9773	Apr 24 2006	8:52	P. 05	02,10

The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, 8. 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, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contribut ons shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employce 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 penod 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 9. Employee workforce (including, but not limited to now hires, layofts 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.

The Employer shall provide the Trustees with access to its payroll records and other pertinent records when 10. requested by the Fund(s). If litigation is required to other 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 11. to any gnevance/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 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 untit such time as the Fund(s) receive actual written notice of the existence of the Employer's flability.

This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there 14. 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.

FERROUS PROCESSING & TR	ADING CO.	
Redacted by U.S. Department of the Treasury		
Date Printed Name and Inje		
Complete Address of Employer	() Fax Number	
		37.11.134

Redacted by U.S. Department of the Treasury

11/24/26

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 Innerant construction company working on a project or on a seasonal basis: Yes _____ No ____

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PARTICIPATION AGREEMENT

CENTRAL STATES. SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS RDAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800 ENVLOYEE TAURTEES THED IS GAIL 2: HRY YOUNDER GEORGE & WESTLEY CHARLES & WHORAEY FILLIP E YOUNG

CMPLOYER TRUSTEES HOWARD INDERIGALL ARTHRISH MATE 34 TOM J. VENTURA GARY F, CALOWELL CHRISTOPHER J. LANGAR

EXECUTIVE DREETOR

THIS AGREEMENT data forth the terms under which the Employe will participate in the Central States, Southeast and Southwest Areas Pansion Fund ("Pension Fund") end/or the Central States, Southeast and Southwest Areas Health and Weitere Fund ("Health and Weitere Fund") in accordance with its collective bargaining egreement with the Union covering the following job classification(s): _________ end 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 Welfere Fund and all amendments subsequently edopted 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: _6/01/12	Rate: <u>\$ 98.40</u>
Effective Date: 6/01/13	Rele:\$ 104.30
Effective Date: <u>6/01/14</u>	Rate: <u>\$ 110.60</u>
Effectivo Dale:	Rete:
Effective Dete:	Rate:

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

MICHIGAN CONFERENCE OF TEAMSTERS Health and Welfere

4. Contribution rate changes after the tast Effective Date set forth in peragraphe 2 and 3 shall be determined by each new collective bargalning egreement and such rate changes ahati be incorporated into this Agreement. The parties may execute an interim agreement equality contribution rates during the periods when a new collective bargalning agreement is being analytic to a collective bargalning egreement equal to be paid after termination of a collective bargalning agreement or the termination of this Agreement, the contribution rate required to be paid after termination of this Agreement, bargalning agreement or the termination of this Agreement, bargalning agreement or the termination of this Agreement, bargalning 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 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 obligation to pay contributions shall not terminate until a) the agree in writing otherwise. This Agreement and the Employer and provide written notice (Ittel decision to the Employer specifying the date of terminate the participation of the Employer is no longer obligated by a contractor statute to contributions to the Fund(s) have received a written notice directed to 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 fits Employer is no longer obligated to contribute or d) the date the NLRB certifies the result of an election that torminates the Union's representative status or d) the date the Union's framework the Employer and the fund of a valid disclaimer of interest. In the event the Employer participates is both the Pension representative status to minates funding 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 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.

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 submit the unite agreement or modification to the Fund(s) Contracts Department by certified moil (felum 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) are requested alone to be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) that alone temployer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively eliminate or reduce the contribution rate payable to the Pension Fund or c) en agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during agreement that purports to prospectively by here the duty to contribute to the Pension Fund which be 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 it.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 bonefits 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 lineas pay, ayoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, gravance/arbitration proceeding or other legal proceeding or settlement if the collactive bargaining agreement stales that contributions shall not be due on newly hird Coverad Employees for e specified watting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the upplicable 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 injury even if the Covered Employee is not employee who is a re-employed service member of therwise board on any Covered Employee who is a re-employed service member but for his or hor absence during a period of uniformed service was defined at 32 C.F.R. §104.3.

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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 kinized 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 Employee shall be obligated to pay Interest on the monies due to the Fund(s) from the dele when payment was due to the date when the payment is made, together with all expanses of conscious incurred by the Fund(s), including, but not limited to, entoneys' (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 dollinguent she is be accelerated so that the contributions owed for each calender week (Sunday through Saturday) shall be due on the following Monday. If the Employer to its to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Huatth and Weiftere Fund regardless of actual templayed on the accelerated actions into the payment of actual temployer was to the sort of a start delegated to the trustees or their delegated to the sort changes in the covered workforce on time, the Employer has become dollinguent she by the Huatth and Weiftere Fund regardless of actual templotions, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the perilcipation of any Employer that tails to timely pay required contributions.

10. The Employer shall provide the Trustees with eccess to its payroll records and other partment 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 raview 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 Employed 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 Stales. In all actions taken by the Trustees to unforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the line ten year written contract statute of Braitellions shall apply. The Employer agrees that the statute of Ilmitations shall not begin to accrue with respect to any unpeld contributions until such time as the Fund(s) receive actual written not be of the existence of the Employer's Hability.

14. This Agreemant 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.

F. P. T. Pontiac	Local Union No. 614
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
$\frac{7/23/12}{Date}$	 Dete
.3499_R. Lafayette	RECEIVED
Detroit, MI. 48207 Complete Address of Employer	SEP 1 8 2012
B13_567-0125 B13)567-3331 Telephone Number Fax Number	CONTRACT
<u>38-3074574</u> Federal Employer Identification Number	
the Employer is signatory to a National or Group Contract, "	ndicate the name of such Contract:
is the Employer an idnarant construction company working or	n # project or on a sessonal basis; Yes No X

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

RECEIVED

AUG 18 2014

CONTRACT DEPARTMENT

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): <u>drivers</u>

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:	04/01/14	Rate:	\$142.90 PER WEEK
Effective Date:	04/01/15	Rat e :	\$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 Health and Welfare Fund for each Covered Employee at the following rates:

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 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. 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 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 expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following 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.

Feutz Contractors INC	Local Union No135
Redacted by U.S. Department	Redacted by U.S. Department
of the Treasury	of the Treasury
Printed Name and Title	
<u>6-5-14</u> Date	<u>8-/1.14</u> Date
1120 N Main	
Paris IL 61944	
Complete Address of Employer	
217) 465-8402 (217) 463-2256	
Telephone Number Fax Number	
370797609	
Federal Employer Identification Number	
If the Employer is signatory to a National or Group Contract, indicat	e the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis?	Yes	No_XX
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AUG 1 8 2014

CONTRACT DEPARTMENT

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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:	

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): <u>Ready-Mix D_ivers and Loader Operator</u>.

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:	<u>June 1, 2015</u>	Rate:	\$290.60	
Effective Date:	June 1, 2016	Rate:	\$302.00	·······
Effective Date:	June 1, 2017	Rate:	\$314.10	
Effective Date:		Rate:	<u> </u>	
Effective Date:	<u></u> .	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:	<u> </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 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.

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 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.

Printed Name and Title $(y - 2 - 1)5$	Redacted by U.S. Department of the Treasury Printed Name and Title
of the Treasury	
Printed Name and Litle	Printed Name and Title
	Printed Name and Title
Date	7/27/2015
921 S. Jefferson Avenue	· · · ·
521 S. Jerrerson Avenue	RECEIVED
Midland, MI 48640 Complete Address of Employer	
اليون الرسب المارية بالمحاج الجار جنا جسيبان بحسابين فبسحصيصها الجبا بالجحر أجالوا الو	AUG 0 3 2015
989-835-7187 989-835-7882 Telephone Number Fax Number	ANTRACT
	DEPARTMENT
Federal Employer Identification Number	
If the Employer is signatory to a National or Group Contract, indicate th	he name of such Contract:
Is the Employer an itinerant construction company working on a project	ct or on a seasonal basis? Yes No
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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: 2801910-0105-00332A

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): <u>Crane Operator</u>

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:	01/02/2014	Rate:	\$45.70
Effective Date:	01/01/2015	Rate:	\$47.50
Effective Date:	01/01/2016	Rate:	\$49.40
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:	<u> </u>
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 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 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 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, cvertime 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 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 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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Georgetown Logistics, Inc. aka: Laro Coal & Iron	Local Union No. 332
lacted by U.S. Department	Redacted by U.S. Department of the Treasury
	Printed Name and Title
	01/10/2014
Date	Date
2740,2014	_
P.O. Box 769, Flint, MI 48501	
Complete Address of Employer	BECEIVED
(989) 755-5697	
Telephone Number Fax Number	
38-2643285	
Federal Employer Identification Number	CONTRACT
If the Employer is signatory to a National or Group Contract, i	ndicate the name of such Contract:
N/A	

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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:

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.

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:	02/05/11	Rate:	\$68.60 + \$1.20 per day through May
Effective Date:		Rate:	
Effective Date:		Rate:	
Effective Date:	<u></u>	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:	02/05/11	Rate:	\$269.70 per week through August
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

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 (-) 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 "eccived 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 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 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.

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 uncerstanding 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 ba gaining 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.

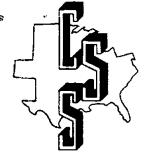
Local Union No. 332
Redacted by U.S. Department of the Treasury
Printed Name and Litle
02/09/11
Date
RECEIVED
FEB 1 5 2011
- CONTRACT DEPARTMENT
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dicate the name of such Contract:

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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

ACCOUNT NUMBER: 2802900-0109-00332A

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:	11/01/2010	Rate:	<u>\$123.90</u>	
Effective Date:	11/01/2011	Rate:	\$133.80	
Effective Date:	11/01/2012	Rate:	\$141.80	
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:

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.

37.11.150

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 exclicitly 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.

Flint Welding Sup	ply Company	Local Union No.	332
Redacted by U.S. Departme	ent	Redacted by U	S. Department
of the Treasury		of the Treasury	-
		R	
Printed Name and Title		Printed Name and Ti	
1-26-11		1-21-1	
Date		Date	
2201 Branch Road			
Flint, MI 48500	6		
Complete Address of Employe			
810-736-0050	810-736-2142		
Telephone Number	Fax Number		
38-1681767			
Federal Employer Identification	n Number		
Is the Employer an itinerant co	enstruction company working on a	project or on a seasonal basis?	Yes No _X
			MAR 1 5 2011
			CONTRACT DEPARTMENT

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149 1		PARTICIPATIO	ON AGREE	IMENT
1	CENT	RAL STATES, SOUTH	EAST AND SOL	
· · ·		PENSION FUND/HEAL	TH AND WELF	AREFUND
- 🔨 🕊	Frank (ROSEMONT, ILI	LINOIS 60018-	
	v	PHONE (847) 518-9800	
		ACCOUNT NUMBER:	:	
THIS	AGREEMENT Sets to	the forms under unit	h the Employee	will participate in the Central States, Southeast and
JUSINWESI MIR	205 F CHANNI F UND L P	803800 5000 1 20000 138	Loniral Vialor	
Courd fructoring	anu Wellate Fund') #)	accordance with its colle	ective bargaining	agreement with the Union covering the latowing job
			· · · · · · · · · · · · · · · · · · ·	
and any cine.		red by the collective barga	•	
1 Weitwe Fund	The Union and Em;	ployer agree to be bound	by the Trust Agr	eement(s) of the Pension Fund and/or the Health and
accored by the	Trustees of the Fund	(s) and accept the respect	wer as all rule: tive Employer an	s and regulations presently in effect or subsequently of Employee Trustees and their succassors
2				Covered Employee at the following rates:
	Effective Date	6/1/13	Rate.	\$52.90 per day worked
	Effective Date	5/1/14	Rate:	SAND Der day worked Stall
	Effective Date	6/1/15	Rate:	Sovered Employee at the following rates: 552.90 per day worked 540.0 per day worked 559.50 per day worked 559.50 per day worked
	Effective Date.	6/1:16	Rate	\$61.90 per day worked
	Effective Date	6/1/17	Rate:	S64 40 per day worked
		contribute to the Health a	nd Wellare Europ	for each Covered Employee at the following rates:
3	The Employer shall			ior each covered employee at the following tales:
3	The Employer shall			
3	The Employer shall Effective Date	not applicable	Rate	
3		not applicablu	Rate	
3	Effective Data	not applicably	Rate	
3	Effective Date Effective Date		Rate Rate	
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3	Effective Oate Effective Oate Effective Date Effective Date:	·····	Rate Rate Rate' Rate.	
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shah iemain 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.

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 oblighted 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 oblighted to contribute or o) the date the NLRB certifies the result of an election that terminates the Union's representative status terminates through a valid disclamer 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

This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a

benefit plan or class

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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.

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Florence Cement Co.		Local Union No. 247
Redacted by U.S. Do of the Treasury	epartment	Redacted by U.S. Department of the Treasury
Printed Name and Title		Printed Name and Title
8-5-13		7-31-13
Date		Date
12585 Twenty-three Mile		
Shelby Twp., MI 48315		
Complete Address of Emp	loyer	
(586) 997-2666		
Telephone Number	Fax Number	
Federal Employer Identific	ation Number	
If the Employer is signator	y to a National or Group C	Contract, indicate the name of such Contract:
Is the Employer an itinerar	nt construction company w	vorking on a project or on a seasonal basis? Yes No

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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 TAPLOVER TRUSTERS RAY CASH JOE ORNE JERRY VOLNOER DEONOE J. WESTLEY PHEP E. YOUNG

BMPLOYER TAUSTELS HOW ARD MEDOUCALL ARTHJR H. BURTE, JR DAVID F. MORRISON TOM J. YENTLICA DAMEL J. JRUTTO

ELECUTIVE DIRECTOR RONALD & KURALANZA

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pansion Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Pansion Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Pansion Fund ("Pension Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of: <u>Ultility/Operator/Driver</u> 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, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Emp over and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per <u>day</u> week/day/hour (choose one) (the *Contribution Period*) for each Covered Employee at the following rates:

Effective Date:	April 1, 2000	Rate: 25.60 per day	CO RCE
Effective Date:	April 1, 2001	Rate: 28.00 per day	DD NOV
Effective Date:	April 1, 2002	Rate: <u>30.80 per day</u>	29 PH 12:
Effective Dale:	April 1, 2003	Rate: 32.40 per day	PHI
Effective Date:	April 1, 2004	Rate: _34.00 per day	12: L

3. The Employer shall contribute to the Health and Welfere Fund per week (the "Contribution Period") for each Covered Employee al the following rates:

Effective Date:	Rate:
Effective Date:	Rate:

4. Contribution rate changes after the last Effective Data 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 precute an interim agreement establishing contribution rates during the parlods 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 that 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 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) 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. 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.

6. When a new collective bargaining agreement is signed or the Employer and the Union egree 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 of understanding which affects the Employer's contribution obligation which has not beam 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 form "Covered Employee" shaft 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 tarim employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions to regular duration) unless the collective bargaining employees. Covered Employee shaft not include any person employed in a managenal or supervisory capacity or any person employee?/idr/th/tb/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 lemminated), including show up time pay, overtime 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, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining egreement states that contributions shall not be due on newly 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 illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise basen paid on en- Goverad Employee who is no two functions that would have otherwise basen paid on en- Goverad 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 worktorce (including, but not limited to new tares, layoffs or legatinations) 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 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 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 for each calendar week (sunday through Saturday) shall be due on the following Monday. If the Employer fails to report for each calendar week (sunday through Saturday) shall be due on the following Monday. If the Employer fails to report for each calendar week (sunday through Saturday) shall be due on the following Monday. If the Employer fails to report for each calendar week (sunday through saturday) shall be due on the following Monday. If the Employer fails to report for each calendar week (sunday through saturday) shall be due on the following Monday. If the Employer fails to report for each calendar week (sunday through saturday) shall be due on the following Monday. If the Employer fails to report for each calendar week (sunday through saturday) shall be due on the following Monday. If the Employer fails to report for each calendar week (sunday through saturday) shall be due on the following Monday. If the Employer fails to report for each calendar week (sunday through saturday) shall be due on the following Monday. If the fund for the fund the fund for each calendar week (sunday through sat

10. The Employer shall provide the Trustees with access to its payroil records and other pertinent records when requested by the Fund(s). If Ebigation 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 peid by the Employer and the Employer shall pay any attorneys' fecs 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 Buildin 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 ections taken by the Trustees to enforce the terms of this Agreement, including actions to collect definquent contributions or to conduct audits, the illinois len 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 the collective bargaining agreement, 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 / 1013 Railroad Street, Box 365	Printed Name and Title Treasurer
Adrian, Michigan 49221-0365 — Complete Address of Employer (517) 263-1420 Telephana Number	TOV 29
38-257-655 Federal Employer Number If the Employer is signatory to a National or Group C	ontract, indicate the name of such Contract:

is the Employer an idinerant construction company working on a project or on a seasonal basis. Yes _____ No <u>X</u> 37.11.157

Z		PARTICIPATIO	ON AGREE	MENT	
· 📕	CENI	TRAL STATES, SOUTH	EAST AND SOL	ITHWEST AREAS	
		PENSION FUND/HEAL 9377 WEST	HIGGINS ROAL	2	
5		ROSEMONT, ILI	LINOIS 60018- 847) 518-9800	4938	
		ACCOUNT NUMBER:			
Fund (*Heaki	1 003 10 03000 10000 10	n accordance with its colu	Control Mentoe	Comboor and Courses	entral States, Southeast and ist Areas Health and Welfare ion covering the following job
and any cine	r joo classification cove	red by the collective barga			
2		(s) and accept the respect contribute to the Pension 6/1/13			to their successors.
	CK C .	6/1/14		~~~~	TWN TWN
	Effective Date	6/1/14	Rate	5400 per day worked	ASG. M. NyTWY
	Effective Date	6/1/14 6/1/15 6/1/16	Rate Rate	5400 per day worked \$59.50 per day worked	M. Nylun
		6/1/15	Rate Rate Rate Rate	559.50 per day worked 559.50 per day worked \$61.90 per day worked	<u> </u>
3	Effective Date Effective Date Effective Date	6/1/15 6/1/16 6/1/17	Rate: Rate: Rate: Rate: Rate:	State per day worked S59.50 per day worked S61.90 per day worked S64.40 per day worked	<u> </u>
3	Effective Date Effective Date Effective Date	6/1/15 6/1/16 6/1/17	Rate: Rate: Rate: Rate: Rate:	State per day worked S59.50 per day worked S61.90 per day worked S64.40 per day worked	1 1
3	Effective Date Effective Date Effective Date The Employer shall	6/1/15 6/1/16 6/1/17 Contribute to the Health a	Rate: Rate: Rate: Rate: Rate: no Welfare Fund	State per day worked S59.50 per day worked S61.90 per day worked S64.40 per day worked for each Covered Emplo	oyee at the following rates:
З	Effective Date Effective Date Effective Date The Employer shall Effective Date	6/1/15 6/1/16 6/1/17 Contribute to the Health a	Rate: Rate: Rate: Rate: no Welfare Fund Rate Rate Rate	State per day worked S59.50 per day worked S61.90 per day worked S64.40 per day worked for each Covered Empk	oyee at the following rates:
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3	Effective Date Effective Date Effective Date The Employer shall Effective Date Effective Date Effective Date	6/1/15 6/1/16 6/1/17 Contribute to the Health a not applicable	Rate: Rate: Rate: Rate: Rate: no Welfare Funo Rate Rate Rate Rate	State per day worked S59.50 per day worked S61.90 per day worked S64.40 per day worked for each Covered Empk	oyee at the following rates:

new collective bargaining agreement and such rate changes shatt 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 integohated. 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 of becomes less than the then published rate for the applicable benefit plan or dass.

5 This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a colloctive barganing 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 and provide written notice of their decision to the Employer specifying the date of terminate the participation of 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 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 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 the union's representative status or d) the date the Union's representative status terminates through a valid disclasment of interest. 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 to the other Fund. In the event an NLRB election or disclasmer of interest referred to in c) or d) relates to only part of 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 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-'me 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 I mited 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. Iayoffs 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.

Flynn Paving Company		Local Union No.
Redacted by U.S. D of the Treasury	Department	Redacted by U.S. Department of the Treasury
Printed Name and Title		Printed Name and Title
8-5-13		7-3/-/3
Date		Date
1719 Bellaire		
Royal Oak, MI 48067		
Complete Address of Emp	ployer	
(248) 543-0120		
Telephone Number	Fax Number	
Federal Employer Identifi	cation Number	
If the Employer is signato	ry to a National or Group Contract	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 _____

2837000-0109-00095-A PARTICIPATION AGREEMENT CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDHEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD PHONE: (847) 518-9800 MAY 14 2007 CENTRAL CONTRACT MARKET AND SOUTHWEST AREAS PENSION FUNDHEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD PHONE: (847) 518-9800 MAY 14 2007 CENTRAL CONTRACT MARKET AND SOUTHWEST AREAS PHONE: (847) 518-9800 MAY 14 2007 CENTRAL CONTRACTOR CONTRACTOR MAY 14 2007 CENTRAL CONTRACTOR MAY 14 2007 CENTRAL CONTRACTOR MAY 14 2007 CENTRAL CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR

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

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Waitare 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: 1/1/06 Rale: 167.00 / W/C. Effective Date:1/1/05Rate:0.1.5Effective Date:1/1/07Rate:68.60Effective Date:1/1/07Rate:70.00Effective Date:1/1/07Rate:70.00Effective Date:1/1/07Rate:70.00Effective Date:1/1/07Rate:70.00Effective Date:1/1/07Rate:73.00Effective Date:1/1/10Rate:1/2.00Fifestive Date: _____

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

Effective Date:	Rafe:
Effective Date:	Rate;
Effective Date:	Rate:
Effective Date.	Rale:
Effective Date	Raic:

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 contribute rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribute rate during the periods when a new collective bargaining agreement is being negotiated in the absence of an interim agreement. The contribution of a collective bargaining agreement and prior to extern agreement, the CONTRIGUENT rate requiring agreement of the Agreement is being hardward to be paid after termination of a collective bargaining agreement and prior to extern a new collective bargaining agreement is the Agreement. The parties are exercised at the termination of a collective bargaining agreement and prior to extern a new collective bargaining agreement. The termination of the rate exercise of the rate at the exercise of the rate at the contribution rate is or bocomes test 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 barganing 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 to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide writein notice of the Eduction to the Employer spectfying and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specifier' above sent by certified mail with return receipt regulasce 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 or d) the date the Union's representative status or d) the date the Union's representative status or d) the date the form nation referred to in a) or b) relates to only one Fund, the the Presion Fund and the first th and Weffare Fund and the form nation referred to in a) or b) relates to only one Fund, the the date and the date of or the bargaining unit, this Agreement shall remain in effect with respect to the other fund. In the event an NLR8 election or diversest referred 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 child agreement or modification to the Fund(s). Contracts Department by certified mail (return race pt requisted) 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 agreement is shall not be valid; a) an agreement that purports to retroactively etiminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that has been submitted to the Pression Fund outing the stated term of a collective bargaring 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 targaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or inegular duration) extrapt to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or inegular duration) extrapt to casual employee shall not be a Cave'ed Employee with respect to the Health and Wetfurg Fund if the collective bargaining agreement explicitly originates casual employees from particit ation in the Health and Wetfurg Fund. Covered Employee shall not unclude any person employed for the punction capacity or any person employed for the punctions 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, layoft/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Brand proceeding, grievancekarbit/stion proceeding or other logal proceeding or selficients if the collective bargaining agreement states that contributions shall not be due or inew/s 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 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 formar 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 hirss, layoffs or terminations) which occurred during the prior month and must pay all contributions await for the prior month. In the event of a delinquancy, 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 initiated to, attorneys' level and costs and b) at the option of the Trustees of the 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 hordey. If the Employer flaits 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 Trustees reserve the right to terminate the participation of any Employer that fails to the routibutions.

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 tailings 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 ottomous' rees 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/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 votates 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 Ulinois ten year witten 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 lemmated 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 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.

FOREMOST FARMS USA Redacted by U.S. Department Redacted by U.S. Department of the Treasury of the Treasury 0ale 4/12/07 E10889A KENAY LANG RARA ROS W7- 5391 Concrete Address of Employer 608 355-8794 608 355-6794 · Fax Numbe ephone Number 39-100.0431 Federal Employer Identification Number If the Employer ta signatory to a National or Group Contract, indicate the name of such Contract

is the Emptoyer an ibnerant construction company working on a project or on a seasonal basist. Yes _____ No K___



PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSE/JIONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800 ENPLOYEE TRUSTEES RAY CASH JOE CHUIE JERRY YOUNGER GROAGE & WESTLEY PUILUP E. YOUNG

FUPLOYER TRUSTEES HOAVARD MEGOUGAL AR HER H BUNTE JR DAMD F MORALSON TOM J VENTURA DAVEL & BRUTTO

EXECUTIVE DRECTOR ROHALD J, RUBALANZA

THIS AGREELENT sols form 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: See Article II Union Recognition, Section 2

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 Wetare 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 per <u>Week</u> week/day/hout (choose one) (the "Contribution Period") for each Covered E - playee at the following rates:

Effective Date:	7-1-2001	Rate.	\$85.00
Effective Date	7-1-2002	Rate:	\$85.00
Effective Date:	7-1-2003	Rale:	\$85.00
Effective Date:		Rate:	<u>.</u>
Effective Date:		Rate:	

3. The Employer shall contribute to the Health and Wetfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

Effective Date:	Rate
Effective Dete:	Rate:
Effective Date:	Rate:
Effective Date:	Rate:
Ellective 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 interm agreement establis and contribution rates during the periods when a new collective bargaining agreement is being nogotiated. In the absence of an interm agreement, the combulion rate required to be paid after formination 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 fight 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 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'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 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 sont 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 partopates in both the Pension Fund and the Health and Weitare 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. Vition 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 mar (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 binking 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 ful-time or part-time employees 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 menagenel 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 who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), industing show up time pay, overtime pay, holicay pay, disability or iteness pay, layoff/severance pay, vecation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, glievance/arbitration proceeding or other legal proceeding or settlement. If the colloctive bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified wating period, no contributions shall be due until the Covered Employee completes the specified wating period, in required by the appricable collective bargaining agreement, contributions shall also be made to the Fund(a) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compression. The Employee shall pay any contributions that would have otherwise been paid on any Covered Employee who is not working due to illness or her absence during a period of uniformed service as defined at 10 CF.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 nor limited to new hires, layofts 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 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 atterneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment for each calendar week (Sunday through Saturday) shall be doee 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 Wettere Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustee's reserve the right to terminate the participation of any Employer that fails to fimely pay required 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 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 frustees 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 Buildin 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 Illinois 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 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.

Redacted by U.S.	Department
of the Treasurv	

555 W. Estabrook Blvd.

Giendale WI 53212____ Complete Address of Employer

414-906-3200 Telephone Number

39-0782606

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

Is the Employer an Illinerant construction coll party working on a project or on a seasonal basist. Yes _____ No X_____

Redacted by U.S. Department of the Treasury



PARTICIPATION AGREEMENT

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

ENPLOY DE TRUBTEES	
RAY CASH	
CE CRUE	
ERRY YOUNGER	
SECRICE LI WEBTLEY	

ENFLOYER TRUSTER HOWARD INDOUGALL ARTHUR IN BURTE, AR DAVID F MORRISON TOM & YENTURA DAVIEL & WRUTTO

ELECUTIVE ONECTOR RONALD & KUBACANEA

THIS AGREEMENT sats 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: <u>Truck Brivers</u>.

 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 per <u>Week</u> week/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

Effective Date: 3/01/2002	Rais: <u>\$114.00 per veek</u>
Effective Date: 6/01/2002	Rate: \$128.00 per week
Effective Date:	Rate;
Effective Date:	Rate:
Effective Date:	Rate:

3. 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:	Rate:
Effective Date:	Rato:
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 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 contributors shall not terminate until ether 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 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.

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 cartified 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 fund(s) and the 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 bargaming 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 managerial or supervisory capacity or any person employed in the principal purpose of obtaining banefits 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 itiness pay, layof/severance pay, vection pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other lagal 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, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable objective batgaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not entitled to improve the two otherwise been paid on any Covered Employee who is a re-employee 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(a) any change in the Covered Employee workforce (including, but not limited to new hirst, invofis or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquancy, 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, stromays' 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 chall be accelerated so that the contributions are work 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 Walfare 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 faile to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requised 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 grevance/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.

12. The Employer acknowledges that it is aware of the Fund(a)' 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 egrees 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.

Redacted by U.S. <u>b</u> Department of the Treasury	Redacted by U.S. Departm of the Treasury	nent = -
Printed Name and Title	-	
5430 Ferguson Road		
Fort Waynes, IND 46809 Complete Address of Employer		REC 02
(<u>219) 747-7461</u> Telephone Number	<u>-</u>	RECEIVED (02 APR
35-1315965		COH:
Federal Employer Number	-	CONTRACT
f the Employer is signatory to a Nation <u>Michigan</u> Roadbuilders As:	al of Group Contract, Indicate the name of such Contract; sociation	et de p t. 2: 20
	· .	

is the Employer an Binarant construction company working on a project or on a seasonal basis: Yes ____ No _X

	ROSENIONT, L			HEAST AND EALTH AND T HIGGINS R	SOUTHWEST AREAS WELFARE FUND OAD 18-4938	ANY, LNC. From, Over Theorem GEOMIC A MESTLEY GEOMIC A MESTLEY GEOMIC A MESTLEY GEOMICA WESTLEY GEOMICA AND AND AND FOUR OF THE AND MATCHING A MARCHAN ATTENT & CHINES GENT C. CANTONES GENT C. CANTONES THEORY C. REPLAY
and Southwest Wedare Fund (following job cli	Areas Pension F "Heath and Wolfs	und ("Pensio are F und") in <u>Product 1</u>	n Fundi) and/or accordance w@ lon na int	the Central S h ts collective enspore	ver will perflopate in the Ce States, Southeast and South bargaining agreement with http://disvere	rwest Areas Pearth and the Union covering the
t. and Weifare Fi accept the resp	The Union and I und, all rules and people Employer	regulations (cresently in effe	ict or subsequ	greement(s) of the Pension Jently adopted by the Trush Sors.	Fund and/or the Health ees of the Fund(s) and
2.	The Employer s	inali co nin icu	te to the Pensio	on Fund for ea	ach Covered Employee at th	ve following rates:
	Effective Oate	August	1, 2005	Rate:	\$24.00	
	Effective Date:	August	1, 2006	Rate:	\$24.00	
	Effective Oate.	August	1. 2007	' Rate: _	\$24.00	
	Effective Date:					
	Effective Date;			Rate:		
3.	The Employer s following rates:	ihall con tribu	ie io ire Heath	and Welfare	Fund for each Covered Em	Øldyee at He
	Effective Dato;	<u>N/A</u>		Rate.		•
	Effective (Date:			Rate:		REDENEL
	Effective Date:			Rate		No. 4 2 2751
	Effective Date:		_	Rale:		JU19 8 8 2000

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 particles 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. The termination of a collective bargaining agreement, and prior to either the execution of a new 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 benefit gain or days.

Rate: ____

Effective Date: _

5. This Agreement and the obtgation to pay contributions to the Fund(s) will continue after the fermination of a collective barganing agreement and during a strike exceptino contributions shall be due during a strike unlass the Union and the Employer multitually agree in writing otherwise. This Agreement and the Employer and provide written notice of their decision to the Employer specifying the date of terminate the participation of the Employer is no longer obligated by a contract or statule to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts December and by account of the Employer is no longer obligated by a contract or statule to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts December all the address specified above sent by contract multithered with receives the reason why the Employer is no longer obligated to control a 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 on d) the date the Union's representative status on d) the date the Union's representative status on d) the third PGNS Fund and the Health and Weifare Fund and the formination referred to in election of york 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 other Fund.

6. When a new objective 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) as a parameter to receive the following agreements shall not be valid a) an agreement that purports to retroactively eliminate or neduce the Employer's slatuatory or contractual duty to compute to the Fund(s); 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 contribute to the Pension Fund eliming the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

;

7 For purposed of this Agreement, the term 'Covered Employee' sharinean any turitime or partitime employee covered by a collective bargating agreement requiring contributors to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee sharinot be a Covered Employee with respect to the Health and Wetfare' Fund if the cotective bargating agreement explicitly excludes casual employees from perticipation in the Health and Wetfare' Fund. Covered Employee shall not include any person employed for the philopat purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalt 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, disable by or liness pay, layoff scheratope Pay, vacation pay or the payment of wapes which are the result of any holiday pay, disable by or liness pay, layoff scheratope Pay, vacation pay or the payment of wapes which are the result of any holiday pay, disable by or liness pay, layoff scheratope Pay, vacation pay or the payment of wapes which are the result of any holiday pay, disable by or liness pay, layoff scheratope Pay, vacation pay or the payment of wapes which are the result of any holiday pay, disable by or liness pay, layoff scheratope Pay, vacation pay or the payment of wapes which are the result of any holiday pay, disable by or liness pay, layoff scheratope Pay, vacation pay or the payment of wapes which are the result of any holiday pay, disable to react a states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no completions shall be cue until the Covered Employee completes the specified waiting period. It required by the applicable collective begalating agreement, contributions shall also be made to the specified waiting period. It required by the applicable collective begalating agreement, contributions shall also be made to the specified waiting period. It required by the applicable collective begalating agreement, contributions shall also be made to the specified waiting period. It required by the applicable collective begalating agreement, contributions shall also be made to the specified waiting period of the pays any contributions that would have otherwise been paid on any Covered Employee who is not working due to iteras would have otherwise been paid on any Covered Employee who is a re-employee struct member or former service member but for his or her absence duri

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change to 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 definquancy, at 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 firmed to, attorneys' fees and costs and by at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become definited by the reselected to report that the contributions that accrue after the Employer has become definition in the date when be contributions that accrue after the Employer has become definition of the Trustees of the Health and Welfare Fund (agardiess of actual term) - one, leaves of absence, layoffs or one changes in the workforce. The Trustees reserve the right to ferminate 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 legation is required to either obtain access to the Employer's records or to cottect additional biffings that result from the remew of the records, eit costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall be paid by the Employer shall be paid by the Employer shall be paid by the Employer shall b

11. The Trustees shall not be required to submit any dispute concerning the Employer's obtgation to pay contributions to any grievance/arbitration procedure set form in any collective bargaining agreement.

12 The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bullisten 90-7) and agrees that while this Agreement remains in effect, it wit not enterinto 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 Trustaces to enforce the terms of this Agreement, including actions to collect deurquent contributions of to concuct auchs, the Illinois fer year written contract statute of fimitations shall apply. The Employer agrees that the statute of limitations shall not begin to accure writs respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence 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 totween 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 autoorized representatives, the day and year first above written.

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Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
X 5/29/26	
12314 W. Silver Spring Dr. Milwaukee, WI 53225 Complete Address of Employer	
(414) 462-8700 414 1462-6655 Telephone Number Fax Number X 39 - 102 38 0 Federal Employer Montification Number Number 14 1462-6655	
If the Employer is signatory to a National or Group Cor	ntract, indicate the name of such Contract

Is the Employer an innerant construction company working on a project or on a seasonal basis: Yes _____ No _X__

· · · · ·		
F	PARTICIPATION AGREEMEN	T ORIGINAL
- My	CENTRAL STATES. SOUTHEAST AND SOUTHWE PENSION FUND/HEALTH AND WELFARE FU	
	9377 WEST HIGGINS ROAD ROSEMONT, ILL NOIS 60018-4938	טאר
	PHONE: (847) 518-9800	
	FREEMAN DECO	RATING SERVICE INC.
	ACCOUNT NUMBER:	-00600A

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 advectment

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 subsequents.

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

Sifective Date:	April 1, 2008	Ra:e:	\$ 36.70	
Effective Date:	April 1, 2009	Rate:	\$ 39.60	
Effective Date:	April 1, 2010	Rate:	5 42.80	
Effective Date:	April 1, 2011	Rate:	\$ 46.20	APR 0 8 2008
Effective Date:	April 1, 2012	Rate:	\$ 49.90	
				CONTRACT

3. The Employer shall contribute to the Health and Weifare Fund for each Covered EmployeeDetEncontribute to the Health and Weifare Fund for each Covered EmployeeDetEncontribute to the Health and Weifare Fund for each Covered EmployeeDetEncontribute to the Health and Weifare Fund for each Covered EmployeeDetEncontribute to the Health and Weifare Fund for each Covered EmployeeDetEncontribute to the Health and Weifare Fund for each Covered EmployeeDetEncontribute to the Health and Weifare Fund for each Covered EmployeeDetEncontribute to the Health and Weifare Fund for each Covered EmployeeDetEncontribute to the Health and Weifare Fund for each Covered EmployeeDetEncontribute to the Health and Weifare Fund for each Covered EmployeeDetEncontribute to the Health and Weifare Fund for each Covered EmployeeDetEncontribute to the Health and Weifare Fund for each Covered EmployeeDetEncontribute to the Health and Weifare Fund for each Covered EmployeeDetEncontribute to the Health and Weifare Fund for each Covered EmployeeDetEncontribute to the Health and Weifare Fund for each Covered EmployeeDetEncontribute to the Health and Weifare Fund for each Covered EmployeeDetEncontribute to the Health and Weifare Fund for each Covered EmployeeDetEncontribute to the Health and Weifare Fund for each Covered EmployeeDetEncontribute to the Health and Weifare Fund for each covered EmployeeDetEncontribute to the Health and Weifare Fund for each covered EmployeeDetEncontribute to the Health and Weifare Fund for each covered EmployeeDetEncontribute to the Health and Weifare Fund for each covered EmployeeDetEncontribute to the Health and Weifare Fund for each covered EmployeeDetEncontribute to the Health and Weifare Fund for each covered EmployeeDetEncontribute to the Health and Weifare Fund for each covered EmployeeDetEncontribute to the Health and Kealth a

Effective Date:	April 1, 2008	Rate:	\$ 237.70	 	
Effective Date;	April 1, 2009	Rate:	\$ 251.70		
Effective Date:	April 1, 2010	Rate:	\$ 255.70	 	
Effective Date.	April 1, 2011	Rate:	Rate to Maintain C6		
Effective Date:	Acril 1, 2012	Rate:	Rate to Maintain C6	 	

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 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 viritten 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.

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 enline 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 continuution 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. 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 bargalining 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 orincipal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to ramit 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, ovenime 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, gnevanca/arbitration proceeding or other legal proceeding or sattlement. If the collective bargeining 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 intension 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, ayoffs or leminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a deinquency, 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 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 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 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 aud ts, the Illinois ten year written contract statute of limitations shall acply. 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,

FREEMAN DECORATING SERVICE INC.	Local Union No. 600		
mo over Name			
Redacted by U.S. Department	Redacted by U.S. Department		
of the Treasury	of the Treasury		
Printed Name and Title			
Merk 31, 2008	\$12/08		
Date	Cate/		
Complete Address of Employer	RECEIVED		
elephone Number Fax Number	APR 0 8 2003		
ederal Employer Identification Number	CONTRACT		
everal Employer registing and inditide:	DEPARTMENT		
f the Employer is signatory to a National or Group Contract, Inc	ficate the name of such Contract:		
s the Employer an illnerant construction company working on a	a project or on a seasonal basis? Yes No		

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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: 2884750

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of: <u>Exposition Workers</u>

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

1. The Union and Employer agree to be bound by the Trust Agreement of the Pension 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 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: 06/01/2015	Rate: <u>\$13.40 per Hour – Regular Employ</u> ees
Effective Date: 06/01/2015	Rate: \$9.10 per Hour - Casual Employees

3. Contribution rate changes after the last Effective Date set forth in paragraphs 2 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.

4. This Agreement and the obligation to pay contributions to the Fund 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 ionger obligated by a contract or statute to contribute to the Fund and the Fund has 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 through a valid disclaimer of interest.

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 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 retractively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund; 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.

6. 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 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.

7. 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 on behalf of any Covered Employee who is not working

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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.

8. 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 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 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, 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. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

9. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the 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 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.

10. 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.

11. 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.

12. 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 receives actual written notice of the existence of the Employer's liability.

13. This Agreement may not be modified or terminated without the written consent of the Fund. 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
Date Date DDCP 1100/100/04 - Dollas TX 152.35	JUNE 8, 2015 Date
Branch One Wishington Blvd. Detroit, MI	48228) RECEIVED
33 313-0250 313 313-0620 Telephono Number Fax Number	JUL 1 3 2015
Federal Employer 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 or on a seasonal basis: Yes ____ No

	FRESH BRANDS	FAX NO. 920 20		
CENTRAL STATES	Fax :847~51 8–977 3	Apr 23 2002	11:58	P.02
	CENTRAL STATES, SOUTHEAST A PENSION FUND/HEALTH A 9377 WEST HIGG ROSEMONT, ILLINOIS PHONE: (647) S	AND SOUTHWEST AREAS ND WELFARE FUND ING ROAD S 60018-4938	RAY CAS JURPAY Y GEORGE FHILME CYARGE CYARGE CYARGE CHARGE ARTHUR ARTHUR COMARK GARY F. GARY F.	EFTRUSTERS IN CLINCER EAMLATEY VOLNO SAWATEY VOLNO SAWATES INCOLUGAL IN RUPTER ENTRA ENTRA ENTRA ENTRA CALINE INCOLUGAL

Southeast and Southwest Areas Panelan Fund ("Penelan Fund") and/or the Centrel States, Southeast and Southwest Areas Panelan Fund ("Penelan Fund") and/or the Centrel States, Southeast and Southwest Areas Heatin and Wolfare Fund ("Heath and Wolfare Fund") in accordance with its co-lective bargaining agreement with the Union covering the job classification(s) of: All covered classifications including GM/HBC/Repack 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 affect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employee and Employee Trustees and their succeptions.

2. The Employer shall contribute to the Pension Fund per week/day week/day/hour (choose one) (the "Contribution Penod") for such Covered Employee at the following rates:

	•			•	• •
Effective Date:		- Rate:			. •
Effective Date:		Rate:	Colective Bargi		ment
Effective Date:		Rate:		_	
Effective Date:		Rate:		_	
Effective Date:		Rate;			
			.		

 The Employer shall contribute to the Health and Welfare Fund per weak/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

Effective Date:	Rale:
Effective Date:	Rate:
Effectivo Dala:	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 rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution of a collective bargaining agreement is and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in affect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the rate rate is or becomes less than the then published rate for the applicable benefit plan or class.

5. This Agrooment and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargalning 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 are 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 addiase specified above sent by certified mail with return receipt requested which dis gates the reason why the Employer is no longer obligated to contribute to complete is no longer obligated to contribute. 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 Agroement 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(a) Contracts Department by certified mail (neturn receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's control button obligation which has not been submitted to the Fund(a) that has been submitted to the Fund(a) that has been submitted to the Fund(a) shall also be binding on the Trustees and this Acreament and the written agreement(a) that has been submitted to the Fund(a) shall also monain enterceable.

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 wark for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes constitutions on casual employees. Covered Employee shall not include any percent employee in a munagerial or supervisory capacity or any person employee for the principal purpose of obtaining benefits from the Fund(s).

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Fax:847-518-9773

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8. The Employer agrees to ramit contributions on behalf of each Covared 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 filness pay, layoff/severance pay, vacetion 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 titled Covared 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 over if the Covered Employee land is not working due to illness or injury over if the Covered Employee land on any Covered Employee who is a re-umployee shall pay bary contributions that would have otherwise been paid on any Covered Employee who is a re-umployee strike 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 workfarce (including, but not imited to new hires, tayoffs or terminations) which occurred during the prior month. In the event of a delingtancy, a) the Employer shall be obligated to pay interest on the monites due to the Fund(s) from the date when payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, atomicy fees and costs and b) at the option of the Tundoes or their delegated norses that the contributions weak (Sunday through Staturday) shall be accelerated so that the contributions owed for each columbar weak (Sunday through Staturday) 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 Hasith and Workfere. The Trustoes reserve the right, to terminations, leaves of absence, tayoffs or other changes in the vertice constitutions.

10. The Employer shall provide the Trustoes 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 atterneys' fees and casts 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 bargenining agreement.

12. The Employer scknowledges that it is every of the Fund(s)' edverse 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.

19. This Agreement shall in all respects be concluded according to the laws of the United States. In all actions taken by the Transfers to enforce the terms of this Agreement, including actions to collect devinquent 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 bargeining 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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LINKAR LADALID BUR TING				-
2215 Union Avenue				
Sheboygan, WI 53081				DS JON
Complete Address of Employ	/ðr	<u>_</u>	-	N. C
(920) 457-4433	()			-4 C0
Telephone Number	Fax Number			- F H
39-0600405		 F		contrac -4 PM 1
Federal Employer Number				
If the Employer is signatory b	o a National or Group	Contract, Ind	leate the name of such Contract:	DEPT

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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: 2908800-0100

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, WAREHOUSEMEN 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.

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

Effective Date:	JUNE 1, 2013	Rate:	\$200.80
Effective Date:	JUNE 1, 2014	Rate:	\$208.80
Effective Date:	JUNE 1, 2015	Rate:	\$217.20
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:	 	 . <u> </u>
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 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. 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.

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.

FRISBIE MOVING AND STORAGE		243	
Redacted by U.S. Department of the Treasury		Redacted by U.S. Department of the Treasury	
Printed Name and Title		Printed Name and Title	
9-5-13			
Date		Date /	
14225 SCHAEFER		_	
DETROIT, MI 28227			
Complete Address of Employer		RECEIVED	
(313) 837-0808	(313) 837-8495	ILCEIVED	
Telephone Number	Fax Number	SEP 2 7 2013	
38-1329481		CONTRACT	
Federal Employer Identification Number		DEPARTMENT	
If the Employer is signato	ry to a National or Group Contract,	indicate the name of such Contract:	
		X	

Is the Employer an itinerant construction company working on a project or on a seasonal basis?	Yes	No <u>^</u>
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PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDATEA_TH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4936 PHONE: (847) 518-9800

Account Number: 2927600-0100-00916A

ENALOYEE TRUSTERS PLEO CEGARE SEGNICE VOLIXIER GEORGE L WESTLEY GHARLES & WHOBREY PHOLP & YOLAIG

LUPLOYER TRUSTES DOOC ST GRIMO HOWARD COLOURS ARTHUR IL BARRE, JR. TOM L VIEIPIRA GARY J. EALOWELL CORUSTON - L LANCAN

INSCUTINE DIRECTOR

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THIS AGREEMENT sets forth the terms under which the Employer will perticipate in the Central States, Southwast and Southwest Areas Pension Fund ("Ponsion Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Weitare Fund") in accordance with its collective bargeining agreement with the Union covering the following job classification(s): DRIVERS and any other job classification covered by the collective bargeining 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 prosumity in offect 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: 07/01/2015	Rate: <u>\$ 80.60 per week</u>
Effectivo Dalo:	Rate:
Effectivo Dale:	Rate:
Effectiva Dale:	Rate:
Effective Date:	Rate:
The Employer shall contribute to the He following rates:	alth and Walfare Fund for each Covered Employee
Effectivo Dale:	Rate:

Effective Date:	Rota:
Effective Date:	Rate:
Effective Date:	Rate:
Effective Date:	Raio:

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 account an interim agreement astrabilishing contribution alles during the periods when a new collective bergeining agreement is being negodiated. In the absonce of an interim agesement, the contribution rate required to be paid after termination of a collective bagelining agreement and prior to either the execution of a new co. octive bargaining agreement or the termination of this Agreement, shall be the rates in effection the last day of the tamitinated collective bargaining agreement. However, the Toustees receive the right to reduce banefit levels if the contribution rate is or becomes less than the nublished rate for the applicable benefit plan or class.

5. This Agreement and the obligation to pay contributions to the Fued(s) will continue after the termination of a collective bengating agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agroe In writing otherwise. This Agreement and the Employer's obligation is pay contributions shall not terminate until a) the Trustoes decisi to terminate the participation of the Employer's obligation is pay contributions shall not terminate until a) the Trustoes decision to the Employer and provide written notice of their decision to the Employer specifying the date of termination of participations or by the Employer and program to proceed which notice of the termination of participations or by the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have resolved a written notice directed to the Fund(s). by caroliad mail with return receipt requested which describes the reason why the Employer is no longer onlighted to contribute or c) the date the NLRB cartifies the result of an election that terminates the Union's regresentative status or d) the date the Union's representative status terminates through a velid disclaimer of inforest. In the event the Employer participates in both the Pension Fund such the Health and Weilinger Fund and the termination referred to in 8) 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 disclating 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 bargeining unit.

6. When a new collective bargaining agreement is algred or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promibly submit the entire agreement or modification to the Fund(s) Contracts. Department by contified mail (return receipt requested) at the andreas 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 in a Agreement and the written agreement(s) that has been submitted to the Fund(s) shell stone remain enforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Employer's atatutory or contractual duty to contribute to the Fand(s); b) an agreement that purposes to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement if at purports to prospectively of minate the duty to contribute to the Pension Fund during the stated term of a collective bergeining 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 inegular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bergoning agreement explicitly excludes caucil employees from participation in the Health and Welfare Fund. Covered Employee shell not include employee for employee fin a managerial or supurvisory capacity or any gerson employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to runit contributions an behalf of each Covered Employee for any ported holishe receives, or is entit ed to receive, compensation (regard eas of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or liness pay, ayolitisterone pay, vacations pay or the payment of weages which are the result of any National Lator Relations. Beard proceeding, gravance/arbitration proceeding or the payment of weages which are the result of any National Lator Relations. Beard proceeding, gravance/arbitration proceeding or the payment of weages which are the result of any National Lator Relations. Beard proceeding, gravance/arbitration proceeding or the payment of weages which are the value on newly hired Covered Employees for a specified walting period, no contributions shall be due until the Covered Employee comprises the specified walting period. If required by the applicable callective barge ning agreement, contributions shall are the made to the Fund(s) on behalf of any Covered Employees is not entitled to compensation. The Employee that the Covered Employee is not entitled to compensation. The Employee that period is not working due to Employee the of any Covered Employee is not entitled to compensation. The Employee that period walter and the covered Employee is not working a compared to the fund of any Covered Employee who is a re-employee 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 biros, layoffs or terminations) which occurred during the prior month and must pay all contributions ewait (or the prior month. In the event of a definition of the Employer shall be obligated to psy interest on the monies due to the fund(s) from the date when payment was due to the date when the payment is made. Regetter with all expenses of callection incurred by the Fund(s), including, includ

10. The Employer shall provide the Trustees with access to its payroli records and other pertinent records when requested by the Fund(s). If highlight is required to either obtain access to the Employer's records or to collect additional buildings 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 grisvence/arbitration procedure set forth in any collective bargaining spreament.

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 token by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the ill nois ten year writter contract statute of imitations shall apply. The Employer agrees that the statute of limitations shall not begin to accoust writh respect to any unpoint contributions until such time as the Fund(s) receive actual written noise 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, sold 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 Tille <u>7/23/15</u> Date <u>101 N Mª Arthur Blur</u> <u>SIN A Field IL 62702</u> Complete Advises of Employer <u>217 532 7744 217 5227</u> Telephone Number <u>37 - 0908087</u>	<u>7-21-15</u> Date
Federal Employer Identification Number If the Employer is signatory to a National or Group Cont 	
• ·	RECEIVEL
	AUG 1 3 2015
	CONTRACT DEPARTMENT

G#BroupstFunds/FonystiOAIDA Participation Agenetics strapd - OA 09.05

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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 ENFLOYED TRUSTERS RAY CASH JUL OR RE JERRY YOUNGER GEORGE J. WESTLEY MAJP E. YOUNG

EIA-LOYER TRUSTESS HOWARD INCOUGALL ARTHUR H BLINTE, JA DAVID F LICERSSON TOM & VENTURA DAVIEL J, BHLIRTO

EXECUTIVE DIRECTOR RONALD J KUBALANZA

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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 Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its colloctive bargaining agreement with the Union covering the job classification(s) of: _____

t. The Union and Employer agree to be bound by the Trust Agreemont(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently, meffect 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 per______ & EEK______, weck/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

Effective Date: JAN 2000	Rate: 85.02 WK.	σŔ
Effective Date:	Rate:	UZALEC
Effectivo Date:	Rate:	5-4 00
Effective Date:	Rato:	- P0
Effective Date:	Rate:	5.4

3. The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Periód") for each Covered Employee at the following rates:

Effective Date:	Rate:	4		
Effective Date:	Rate:	-		
Effective Dale:	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 interm agreement establishing contribution rates during the peneds when a new collective bargaining agreement is being negotiated. In the absence of an interm agreement, the contribution rate contribution rate contribution rate contribution rates and 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. This Agreement and the Employer's obligation to pay of their decision to the Employer. The Employer is no longer obligated by a contract or statute to contribute to 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 Weitare 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 barganing agreement is signed or the Employer and the Union agree to change the collective barganing 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 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. sholt 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 preparities of obtaining benefits from the Fund(s).

The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or a 8. ensitied 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, layoffiseverance pay, vacation pay or the paymont of wages which are the result of any National Labor Relations Board proceeding, griev. chart ration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states the 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 barga ning 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 entried to compensation. The Employer shall pay any contribut ins 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

On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (actuding, 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 bigated 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 ilmited to, attomeys' fees and costs and b) at the option of the Trustaiss 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 Emp over fails to report changes in the covored 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 tanely pay required contributions.

The Employer shall provide the Trustees with access to its payroll records and other pertinent records 10. 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 shall be pard 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 cotlective 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)' adverso 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

This Agreement shall in all respects be construed according to the laws of the United States. In all 13 actions taken by the Trustees to enforce the torms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the linois ten year written contrinct statute of limitations shall apply. The Employer agroos 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. 14,

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W 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.

HI-ST. PETE	RS
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
FIRE NATE AND I DE	
STON Suracked	
Complete Address of Employer 63376	00 Sr.F -
1036) 397- 2005 Telephone Number	, 3
43-0620909	
Féderal Employer Number	настар Гл 2-62
If the Employer is signatory to a National or Group Contract, India STANDARD AUTOMOTIVE AGREEMENT - GREAT	cale the name of such Contract:
1	ST CHAROON COLONS
is the Employer an litnerant construction company working on a j	project of on a seasonal basis: Yes No
rev. 07/98	37.11.182

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27	PARTICIPATIO	NAGREEMENT	
	PENSION FUND/HEALT 9377 WEST H ROSEMONT, ILLI	AST AND SOUTHWEST AREAS THAND WELFARE FUND IGGINS ROAD NOIS 60018-4938 47) 518-9800	
	ACCOUNT NUMBER:	GES EXPOSITION SERVICES 2947950-0507-00600A	
THIS ACDEEMEN			

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 Weifare Fund ("Health and Weifare Fund") in accordance with its collective bargarning agreement with the Union covering the following job classification(s):

and any other job classification ocvered 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 Perision Fund for each Covered Employee at the following rates:

Effective Date:	April 1, 2008	Rate	<u>\$ 36.70</u>
Effective Date:	April 1, 2009	Rate:	\$ 39.60
Effective Date:	April 1, 2010	Rate:	\$ 42.80
Effective Date:	April 1, 2011	Rate:	\$ 46.20
Effective Date:	April 1, 2012	Rate:	\$ 49.90 -

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

Effective Data:	April 1, 2008	Rate:	\$ 237.70			
Effective Date:	April 1, 2009	Rate:	5 251.70			
Effective Date;	April 1, 2010	Rate:	\$ 265.70			
Effective Date:	April 1, 2011	Rate:	Rate to Maintain C6			
Effective Date	April 1, 2012	Rale:	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 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 reserve the right to reduce benefit levels if the contribution rate is or becomes tess 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 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 NLRE election or disclaimer of interest referred to in c) or d)

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 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.

C 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 employeed in a managerial or supervisory capacity or any person employee 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, gnevanca/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 shall pay 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, 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' feos and costs and b) at the option of the be acceterated so that the contributions owed for each calendar woek (Sunday through Saturday) shall be due on the following Monday. If the Employer faits 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 recuired 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).

If. 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 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.

-2-_37.11.184



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.

GES EXPOSITION	SERVICES		ocal Union No 600	
Redacted by U.S. Depar of the Treasury	tment		Redacted by U.S.	Department
5/5708 Date 950 Grier Dr	,		4/30/08 Date	
Las Veras Complete Address di Employe 702-263-1500		19		RECEIVED
Telephone Number 59 - 100886	Fax Number			MAY J & 2003
Federal Employer Identification	Number			CONTRACT DEPARTMENT
Is the Employer an itinerant co	nstruction company w	Orking on a project or	on a seasonal basis? Y	'es No
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	PARTICIPATION AGREEMENT	
5	CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDMEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD	
Nor of	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 bargalning 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 amondments 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:	January 1, 2009	Rate:	\$5.00 per hour	
Effective Date:	January 1, 2010	Rato:	\$6.00 per hour	
Effoctive Date:	January 1, 2011	Rato:	\$6.50 per hour	
Elfoctive Date:	January 1, 2012	Rale:	\$7.00 per hour	
Effective Dato:	January 1, 2013	Rate:	\$7.60 por hour	

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

Effective Date:	Rate:	
Effective Date:	Rate:	
Effective Doto;	Rate:	
Effective Dato:	Rale:	
Effective Date:	Rate:	,
	a - **	

4. Contribution rate changes after the last Effective Date set forth in puragraphs 2 and 3 shall be determined by each new solloctive bargalning agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement astablishing contribution rates during the periods when a new collective bargalning agreement is being negotiated. In the absence of an interim agreement, the contribution rate 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 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 rate benefit leve's 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 dicide to terminate the participation of the Employer's obligation to pay contributions shall not terminate until a) the Trustees dicide 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 continuute 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 dute the NLRB certifies the result of an election that terminates the Union's representative status forminates through a valid disclaimer of interest. In the event the Employer participates in both the Pansion Fund and the Health and Welfaro Fund and the termination reterred to in e) 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 discialmer of interest 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 on 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 mediated mediation of gation which has not been submitted above. Any agreement or understanding which affects the Employer's controbution of gation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trusteus 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 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 colloctlue 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 Welfore Fund. If the collective bargaining agreement exclude any purson employee from participation in the Health and Welfore Fund. Covered Employee shall not include any purson 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/sho 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, grievance/arbitration proceeding or other legal precauding or settlement, if the collactive 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 pened. 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 working due to litness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay uny conliabutions that would have otherwise-been paid on any Covered Employee who is a re-employed service member or formor service member but for his or her absonce 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 nuw 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 chall 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 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 builed by the Hoalth 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 line Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to alther obtain occess 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 that by paid by the Employer and the Employer shell pay any attornoys' 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 pey contributions to any grievance/arbitration procedure set forth in any collective bargoining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Buildtin 30-7) 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 soluction 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 construct 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 holice of the existence of the Employer's likebility.

74. This Agreement may not be modified or letminated 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 cellective bargaining agreement, this Participation Agreement shall control.

37.11.187

AUG-24-2009(MON) 10:16

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IN WITNESS WHEREOF, sold 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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GES EXPOSIDOU SENS	Redacted by U.S. Department
acted by U.S. Department	of the Treasury
e Treasury	
	Printed Name and Title
2-17-09	Dole
950 GRIDE DRIVE	
IR VOCAS NN 89119	
Campleie Address of Employer	
102-263-1580	
Telephono Number Fox Number	
Federal Employer Identification Number	
if the Employer is signatory to a National or Group Contract, indi	cale the name of such Contract:
	×
is the Employer an iterant construction company working on a	projuct or on a ceasonal basis? Yes No

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37.11.188



PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE HUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800 Employee trastees Ray cash Joe orre Letty yourser aborge 1 wertley Haup E. Young

SKALOYER THUSTELS HOMARE MOCUSAL ART-URM SUNCE, JR. TOK J. YENTERA DANEL J. SRUTTO GARY F. CALDWELL

EXECUTIVE DISCOURSE REPORTED

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 any other job classification covered by the collective bargaining agreement.

t. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Hearth and Wetfare 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 <u>PER DAY</u> per week/dayhour (choose one) (the "Contribution Period") for each Covered Employee at the following rates;

Effective Date:112 1. 2013	Rate:\$55.00 Per Day
Effective Date: _ JULY 1, 2014	Rate: \$57.20 Per Day
Effective Date:ULY_1, 2015	Rate: \$59,50 Fer Day
Effective Date:	Rate:
Effective Date:	Rate:

3. The Employer shall contribute to the Health and Welfare Fund per week/hour (choose one) (the "Contribution Period") for each Covered Employee at the following retes:

Effective Oate:JUNE 30, 2013	Rate;	\$317.70/Week
Effective Date:	Rate:	\$340.70/Week
Effective Date:UNE_282015	Rate:	\$374.80/Weck
Effective Date:	Rate: _	
Effective Date:	Rate:	•

4. Contribution rate changes after the last Effective Oate 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 affor 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 Trustoes reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable banofit 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 centributions shall be due during a strike unless the Union and the Employer in tually 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 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 sont by certified mail with return receipt requested which describes the reason why the Employer is no onger 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 enforcesble.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargening 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 bargening agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person person 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 wates 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 Func(s) on behalf of any Covered Employee who is not working due to itness or bijury evan if the Covered Employee is not entitled to complexation. The Employee shall pay any contributions that would have otherwise been paid on any Covered Employee who is a ne-employee 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 hirus, 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 detegated representative, the payment of contributions that accrue after the Employer has become datinguent shall be accelerated so that the contributions 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 fails to report changes in the covered workforce on time, the Employer fails or other changes in the workforce. The Trustees reserve the right to 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 payroli records and other partiment records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional bifflings 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 inforce the terms of this Agreement, including actions to collect deanquent contributions or to conduct audits, the IIInois 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 [lab][ity.

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 lincir duty authorized representatives, the day and year first above written.

G & T. CORP. Employer Name Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury			
Printed Name and Title 3002 BROOKLYN AVENUE FORT WAYNE, IN 46809 Complete Address of Employer Feature Address of Employer Address of Employer Address of Employer Address of Employer Feature Address of Employer Address	RECEIVED NOV 2 5 2013 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 or on a seasonal basis: Yes ____ No

37.11.190



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

enflowed timuster Mied Gegard Gegry Younger Gegry Junger G-Arles & Whosred Philip E. Young

CHARLEST DIS ATTEND TOM LYENTURA GARYF, CALDWELL CHRISTEPHER LANGAN

ENCOUTINE EFFECTOR THOMAS C INTRUM

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Centrel 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 classification(s): ________ Drivers (Rel. Class.) _______ and any other job classification covered by the collective bargelning agreement and the Agreement between the Hoalth and Welfare Fund and the Minois 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 Pension Fund und/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:	resond the second se
Effective Date:	Rate:	
Effective Date:	Rate:	AUG 6 2005
Effective Date:	Rote:	CHUS & State
Effective Date:	Rate:	Other Fact
The Employer shall contribute to the Hea	Ith and Walfers Fund for each Covered Emplo	yne al the same an

З. マニアルションソンション following rates:

Effective Date: 7/1/05	Rute: <u>\$7.00 per h</u> our
Effective Date:	Réte:
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 surrement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the ensence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prof 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 bonofit plan or class.

This Agreement and the obtge on to pay contributions to the Fund(s) will continue after the termination of a collective bargaining agreement and during a strike exceptino contributions shall be due during a strike unless the Union and the Employer mutually agree in writing attravise. This Agreement and the Employer's obligation to pay contributions shall not terminate Until a) the Trustees deckin to terminals 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 curtified mail with return receipt requested which describes the reason why the Employer s no longer ob-gated to contribute or a) the date the NLRB centries the result of an electron that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid discialmer of Interest. In the event the Employer participates in both the Pension Fund and the Health and Westare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shull remain in effect with respect to the other Fund. In the event an NLRB election of disclamer of Interest referred to In chord) relates to only part of the bergaining unit, this Agreement shall remain in effect with respect to the remainder of the bargeming unit.

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 cartfield mail (return rocc of 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 his paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shau sione remain enforceable. The following agreements shall not be vaid; a) an agreement that purports to retroactively of minate 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 Pansion Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund during the stated term of a corective bargaining agreement that has been accepted by the Pension Fund,

7. Ect purposes of this Agreement, the term "Covered Empinyee" shall (tiden any full-time or pert-time employee covered by a collective bargetning egreement requiling contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertainer inegular duration) except a casual employees shall not be a Covered Employee with respect to the Health and Weitare Fund if the collective bargetning agreement explicitly excludes casual employees from participation in the Health and Weifare Fund. Covered Employee shall not include any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agress to remit contributions on bahaif of each Covered Employee for any panod he/she receives, or is entited to receive, companisation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, hold any pay, disst; ify or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labbi. Relations Board proceeding, gravance/arb tration proceeding or other legal proceeding of settlement. If the collective bargaining agreement states that contributions shall not be added on any by the applicable collective bargaining agreement, contributions shall adde on newly hired Covered Employees for a specified waiting period, no contributions shall be due on the the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall adde be made to the Fund(s) on behalf of any Covered Employee who is not working due to lliness nr injury even if the Covered Employee is not entitled to compensation. The Employee shall pay any contributions that would have observate been paid on any Covered Employee, who is a re-employee many or former service member but for his or her absence duing a period of uniformed service as defined at 16 C.F.R. §104.3.

9. On or before the 15th day of tack 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 ell contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the mostlex due to the Fund(s) from the date when payment was due to the date when the payment is made, togother with all expenses of collected by the Fund(s), including, but not limited to, attorneys' fails and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue nition the Employer has become delinquent shall be excelerated so that the contributions own for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the contributions base of able by the Health and Weffane Fund represented to actual terminations, leaves of accelerated so the trustees reserve the right to terminate the participation of any Employer that fails to unify pay required contributions.

10. The Employer shall provide the Trustees with access to its payroff records and other pertment moords when requested by the Fund(s). I 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 shall be paid by the Employer and the Employer shall be paid by the Employer and the Employer shall be applied on either exist.

11. The Trustees shall not be required to submit any dispute concerning the Employer's collection to pay contributions to any grievance/arbitration procedure set forth is any collective bargaining agreement.

12. The Employer acknowledges that it is inward 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 angage in any practice that woistes the adverse selection rule.

13. This Agreement shall in all respects be construed according to the laws of the United Stald8. In all actions taken by the Trustees to antonce the terms of this Agreement. Including actions to collect definquent contributions or to conduct audits, the liknois ten year written contract statute of imitations shall not begin to accrue with respect to any unpeid contributions 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 writen 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 Emproyer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written

<u>GRP Michaela</u> Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
7-12-05	7-13-05 Dete
#1 Markanical Dr	230 TIVED
Betty 1+0 IL G2010-0188 Comprise Address of Employer (618) 258-9000 (618) 258 9070	AUG 4 2000
Telephone Number Fax Number 37-0903009 Federal Employer Identification Number	OCCESTRAT OLI-A COMPA
If the Employer is a gradient to a National or Group Contract, indicate it Articles of Construction	he name of such Contract:

is the Employer an illinerant construction company working on a project or on a seasonal basis; Yes X No

				T AREAS	PRID GEGARE PRID GEGARE JERNY YOUNDER JERNY YOUNDER GEGARE J. WESTLEY CHARLES A WICHARY PAUP & YOUNG ENPLOYER TRUSTLES MOYARD MEDOUCALL
		ROSEMONT, ILLI PHONE: (84			ATTHER H. BUNTE, JR. YOM J. VUITURA GARY F. CALENIELL DHRISTOPHER J. LANGAN EXECUTIVE DRECTOR THOMAS C. NTHAN
2 7 2010	Southwest Areas Pension Fund (Sufficient of the and Welfare Fund C + classification(s): <u>Truck Di</u> F dother job classification covered by) in accordance with its collective river. Warehouse	rt States, Southeast and bargaining agreement wi	Southwest Are	es Health and Welfur
JAN	O Welfare Fund and a Lamendmen Cadopted by the Trustees of the Fu	und(s) and accept the respective	as a Litules and regulatio Employer and Employee	ns presently in Trustees and th	effect or subsequently teir successors
	Effective Date:		d for each Covered Emp 3.10 per hour	R	owing rates:
		Rate:			
	-	al contribute to the Health and W	leifare Fund for each Cov 6.76 per hour		at the following rates:
	Effective Date:	Rate: .		_	
	Effective Date:				

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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 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 coffective bargaining agreement and prior to either the execution of a new collective bargaining agreement on the termination of a new collective bargaining agreement. However, the Trustee required to be paid after termination of his Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustee 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 bargalning 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 and provide written holice of their decision to the Employer specifying the date during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer and provide written holice of their decision to the Employer specifying and the date is terminate the participation of the Employer is no longer colligated by a contract or statute to contribute to the Hund(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 ob igated 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 it o Union's representative status terminates through a valid direct and the termination referred to in a) or b) and the remained in a lord by a contract only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the ovent an NLRB decision with respect to the other Shall the ovent an NLRB decision or do in c) or d) relates to only one Fund, then this Agreement shall remain in effect with respect to the other Fund. In the ovent an NLRB decision of a non-or of or do relates to only and the fraction of the termination referred to in a) or b) and the fracted of the long of 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 pramptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (roturn racellpt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution ob-gation 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) 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 sho i 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 to 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 bargening agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or megular ouration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfure Fund if the collective bargening agreement explicitly excludes casual employees from participation in the Health and Welfure Fund. Covered Employee shall not include any person employeed in a managerial or supervisory capacity or any person employee 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, hol day pay, disability or illness pay, tayoff/saverance pay, vacation pay or the payment of wagus which are the rosuit of any National Labor Relations Board proceeding, griovance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be dive an newly hired Covered Employees for a specified waiting period, 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 to litness or injury even if the Covered Employee is not entitled to companisation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a n-umployed 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 lincluding, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions eved for the prior month. In the event of a detinguency, 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 de inquent shaft be accelerated so that the contributions owed for each calenda, week (Sunday through Saturday) shall be due on the following Monday. If the Employer tails to report changes in the covered worklo or 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' toos 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 11. to any grievance/arb tration procedure set forth in any collective bargainting 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 Employers liability.

This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there 14. exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargain ng 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	of t
Printed Name and 1100	
Date P.O. Box 340, 1302 Topperde Ed	Date
Complete Address of Empicyer	
(%u5) (32 - 1050 (%u5) (32 - 105) Telephone Number Fax Number Fax Number	
62-1623583	

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Redacted by U.S.	Dep	partment	
of the Treasury			
Printed Name and Title	and	Business	Manager
1/5/10			

Federal Employer Identification Number

Is the Employer an itinerant construction company working on a project or on a seasonal basis; Yes _____ No ____

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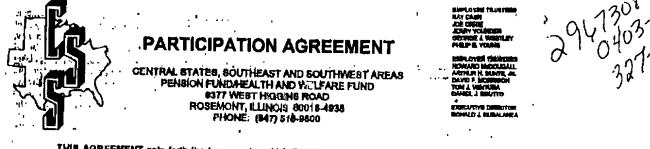
JAN 2 7 2010

CONTRACT DEPARTMENT

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TEAMSTERS LU#327

6157811658



THIS AGREENENT sets forth the terms under which the Employer will participate in the Central Status, Southeast and Southwest Areas Persion Fund ("Pension Fund") and/or the Central Status, Goulhaust and Southwest Areas Health and Weitars Fund ("Health and Weitare Fund") in scoordance with the collective bargening agts ment with the Union covering the job classification(s) of the Central Control C

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

Effective Date: 2 - 01 - 2000	Rate # 85. 00
Effectiva Date:	Rete:
Effective Date:	. Rate:
Effective Date:	Rule:
Effective Date:	Rate:

 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: 2-01-2000	Rate: \$ 2.70 per Hour
Eflactive Date:	Rate;
Effective Date:	Rate:
Effective Date:	Rate;
, Etiective Date;	Rate:

4. Contribution rate changes after the test Effactive Date set forth in paragraphe 2 and 3 shell be determined by each new collective bargabing agreement and such tete changes shall be incorporated into this Agreement. The parties may execute an interim agreement and such tete changes shall be incorporated into this new collective bargabing agreement is being negatived. In the absence of an interim egreement, the cash when a required to be paid after lemmation of a collective bargabing agreement, and prove the date in officient in execution of a new collective bargabing agreement. He rever, the Trutices teserve the right to reduce benefit levels if the contribution rate is or becomes less then the their published rate for the applicable benefit plan or cleas.

6. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a coffective bargaining agreement and during a strike encept no contributions, at all be due during a strike unless the luminous and the Employer involutily agree in writing otherwise. This Agreement and the Employer's obligation to be your involutions and the Employer involutions at an end to be employer involution and the Employer involutions at the truttees decide to terminate the Agreement and provide written holice of their decision to the Employer to b) the Employer is no langer obligated by a contract or clinical to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Plant (s) have received a written notice directed which describes the research why the Employer to no longer obligated by contracts Department at the eddress peopled above aerd by certified mail with return receipt requested which describes the research why the Employer to no longer obligated by contracts the termination of the Health and the Health and the Health and the termination referred to it a) or b) relates to only one Fund, than the Agreement shall trends in a factor of the termination of the Health and Wetter Fund and the termination of the end of the termination of the end of the termination
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 cartilled mall (return receip) requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obtortion 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) bet has been submitted to the Fund(s) shall alone remain antorcepte.

7. For purposes of this Agreement, the term "Covered Employee" shell mean any full-time or pait time employee covered by a collective bargaining agreement requiring contributions to the Func(s) and includes casual amployees (i.e. chart term employees who work for uncertain or tregular duration) unless the cullective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shell not include any person employees. Covered Employee shell not include any person from the Func(s).

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8. The Employer egrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to raceive, 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 timese pay, are byolf/bawerance 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 barges, ing egreement states that contributions shall be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employees to the Fund(s) on bahalf of any Covered Employee who is not working due to Timese or injury even if the Covered Employee is not entitled to compensation. The Employee who is not working due to Timese 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-semployee service member of form at 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(e) 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 monite due to the Fund(e) from the date when payment was due, to the date in the payment is made, together with all expenses of collection incurred by the Fund(e), including, but not limited in to, attornays' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer feits to report of 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 Trustese with access to its payroll records and other pertinent records when requested by the Fund(s). If lightion 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 altorneys' 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, fits Participation Agreement shall control.

12. The Employer acknowledges that it is aware of the Fund(e)' advance selection rules (including Special Bullotin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement that violates the advance 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 combinitions or to conduct audits, the Illinois ten year writter, contract statute of similations shall apply. The Employer agrees that the statute of similations shall not begin to accrue with respect to any unpaid contribution; unit such time as the Fund(e) receive actual written notice of the existence of the Employer's tability.

14. This Agreement may not be onally modified or terminated.

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

W 29 C 14 - GUBMK Constructor 221 Emp . . **B** Redacted by U.S. Department ٠t ، Redacted by U.S. of the Treasury Department Repi 17 of the Treasury w . • Print 302 Topside Rd 19 - Louisville TN 3771) 11.1 **Complete Address of Employer** ۰. 8651 632-1050 **Telephone Number** 11-62-1623583 5-1 Federal Emptoyer Number ., 10.00 If the Employer is eignatory to a Netional or Group Contract, indicate the name of such Contract .1 5 Hodif AgeeenenT. Maintenance Prol 12tim 1.2.50 -*** 1

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PARTICIPATION AGREEMENT

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CENTRAL STATES. SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDHBALTH AND WELFARE FUND 9377 WEST HIGGING ROAD HOSENONT, ILLINGIS 80018-4838 PHONE: (847) 318 8000

ATTACASE ANTINAL ANTICASE ANTINAL ANTICASE ANTIP
Carton and C. Proved

THIS ACREEPHINT ests forth the terms under which the Employer will periodopte in the Central States, Southeest and Southwest Answs Pontion Fund ("Period Fund") and/or the Central States. Southeest and Southwest Areas Healer and Walters Fund (Health and Weltare Fund") in accordence with its collective birgathing agreement with the Union covering me jets classifications as indicated in your collective birgathing agreement, **girs**: (15)

The Union and Employer egree to be bound by the Trust Agreement(s) of the Pariston Fund and/or the Health and Weisse Fund, eV rules and requisions passently in effect of subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer will contribute at the rates set forth in the collective bargaining Sgreptivent. Pension Constitution rate strangton after the hall Effective Data shall be determined by each new collective bergaining sgreenvent. The parties strangton after the hall Effective Data shall be determined by each new collective bergaining sgreenvent. The parties strangton after the hall Effective Data shall be determined by each new collective bergaining sgreenvent. The parties strangton after the hall Effective Data shall be determined by the patient action collective bergaining sgreenvent in the stratector of an instant sgreenvent the constitution rate council be the patient action of the stratector of an instant sgreenvent the constitution of a new collective bargaining sgreenvent is stratector of the test day of the termined or collective bargaining sgreenvent is strategies and the last for the test on the last day of the termined or collective bargaining sgreenvent is strategies and the last for the test of the test of the termined or the council of your participation of the strategies attending the last for the test of the test of the test of the termined or the comparison of your action of the test of the strategies attending the last for the termined or the test of your action of your action of the test of test of the test of the test of t

3. The Agreement and the obligaton to pay contributions to the Fund(s) will contribute and the termination of a collective barg arrange agreement and during a softly except to contributions that fund and the during a time (motors the during a softly except to contributions the fund(s) will contribute an or the termination of a contribution and a softly agree to write the terminate are participation of the Employee subciding the during a softly except to contribute and the Employee's obligation in pay obtaining the during a softly except to contribute the Employee's obligation in pay obtaining the during a contribute contribute and the Employee's obligation in pay obtaining the during a contribute contribute and the Employee's obligation in the during a contribute contribute and the terminate are participation of the Employee's obligation in the during a contribute and the terminate are participation of the Employee's obligation in the control of the terminate are participation of the Employee's obligation in the during a control of the terminate are participated by a control of the terminate are participated as a softly are the terminate are participated as a softly are the terminate are participated as a softly are the terminate and the terminate and the terminate are pay obtained and the terminate are participated as a softly are the terminate and the terminate are control on the control of the terminate are participated as a control on the control of the terminate are participated as a softly are the terminate are the terminates through a valid disclament of the terminate are participated and the terminate are the area and the terminates the terminates the control of the terminate area and the terminates through a valid disclament of the terminates through a valid of terminates area and the terminates through a softly area area. And and the terminates termin

4. Writer a new Collective bergaining egreement is eigned or the Employer and the Linion agree to change the concerts bargaining agreement, the Employers shall promisity automit the entire agreements or modification to the Fund(s) Control to Department by control of the Fund(s) Control to Department by control of the Fund(s) control to the Fund(s) control to the Fund(s) control to the Fund(s) or modification in the Employer's control of the fund (s) and provement of a control of the Fund(s) control to the fund(s) contro

5. For purposes of this Agreement, the term "CoverpdiEmployee" studies any full-time or start-time enough to concred by a collective to the annothing contributions to the Fundical and imbadies caual employee with term employees who who who to uncertain or beguer duration) exceptions to the Fundical anti-bacters caual employee with respect to the Headin and Waters Fund if the collective bargining agreement exclude any person employee the fundion of the start and waters fund if the collective bargining agreement exclude a caual employee the participation in the Headin and Waters Fund. Covered Employee that not include any person employed in a menagories or supervision in the Headin and Waters Fund. Covered Employee that not include any person employed in a menagories or supervision y and you and waters fund.

6. The Employer agrees to send contributions on behalf of each Covered Employee for any peod horbin of each covered Employee agrees to send contributions on behalf of each Covered Employee for any peod horbin of each covered Employee to any peod by the payment of anound the employee agrees to send contributions on behalf of each Covered Employee for the payment of show up the pay. Austime pay, austime pay, deployed per to the explored per each to the employee agrees to send to the explored by the explored of endother the employee agrees to any hydrogel Labor R classes of endother the employee agrees by the payment of proceeding, grintences pay, which has been explored any hydrogel Labor R classes be explored by the Covered Employee acception of the explored by the employee agrees the section of the explored the proceeding of the payment of the payment of the proceeding of the payment of the payment of the proceeding of the payment of the proceeding of the payment of

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7. On or before the 10th day of dath month, the Employed must report to the Fund(1) only change in the Covered functions would be a constructed on the function of the func

The Employer shall provide the Trustees with access to its payroli records and other pershant records when The Employer shall provide the Trustees with access to the Empinyer's records or to collect additional requested by the Fund(s). If liggs ton is required to allow obtain scenes to the Empinyer'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 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 from and access incurred by the Fund(s).

9. The Trustees shall not be required to submit any dispute concerning the Employer's obligetion to pay contributions to any grievence/erbitration procedure set furth in any collective benering agreement.

10 The Employer acknowledged that it is aware at the Fund(e)' adverte geleaton rule (including Special Bulletin 90:7) on a galage that while this Agreement remains in effect. It will not enter into any Agreement or angage is any practice that youldes the adverte selection rule.

11. This Agreement shall in all respects be construed opconting to the laws of the United States. In all actions the the intervent of the Agreement, building actions to confect deling set into the form of the actions of the terms of the Agreement, building actions to confect deling set into the terms of the Agreement, building actions to confect deling set into the terms of the Agreement, building actions to confect deling set into the terms of the Agreement, building actions to confect deling set into the terms of the terms of the Agreement, building actions to confect deling set into the terms of the terms of the Agreement, building actions to confect deling set into the terms of terms of the terms of term

12 This Agreement may not be modified or terminated without the written consent of the Fund(6). To the extent free delvis any conflict between any provisions of the Participation Agreement and any provisions of the consective bergewing agreement. Was Performant Agreement shall control.

IN WITHESS WHEREOF, and Employer and Union have caused the instrument to be executed by their duly authorited representations, the day and year first scove written.

GTL Truck Lines, Inc	Redacted by U.S. Dept. of
Redacted by U.S. Department	the Treasury
of the Treasury	Francis men and the
May 25/2006	— .
7600 France Avenue South	
MUMPA POLS MAL 55435	
Complete Address Premiphoyer 90.044-0.67. 053.006-6984 relephone Number Fax Number	
47-0651604	
If the Employer is Hansfely to a Netional or Group Contract, indi	,,
is the Employer an itinorant construction company working to a r	project or on a seasonal bean. Yes No
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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: 2967320-0107-00247A

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.

The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and 1. Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect cr 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:	6/1/13	Rate:	\$52.90 per day worked
Effective Date:	6/1/14	Rate:	\$46.10 per day worked
Effective Date:	6/1/15	Rate:	\$59.50 per day worked
	6/1/16	Rate:	\$61.90 per day worked
-	6/1/17	Rate:	\$64.40 per day worked
Effective Date: Effective Date:			

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

Effective Date:	not applicable	Rate:	
Effective Date:		Rate:	
Effective Date:		Rate:	
Effective Date:	<u> </u>	Rate:	<u>_</u>
Effective Date:		Rate:	

Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each 4. 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 5. 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 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 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 mon'es 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 term nations, 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.

G. V. Cement	Local Redacted by U.S. Department
Redacted by U.S. Department of the Treasury	of the Treasury
Printed Name and Title	
12.17.14	2/4/15
Date	Date
20000 Dix - Toledo Road	
Brownstown, Mi 48183	
Complete Address of Employer	
(734) 479-2180 734-479-0022	
Telephone Number Fax Number	
38.2535117	
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

FEB 0 3 2015

DEPARTMENT

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	PARTICIPATION AGRE	EEMENT	
CE	NTRAL STATES, SOUTHEAST AND S PENSION FUNDIFIEALTH AND WE 9377 WEST HIGGINS RO ROSEMONT, ILLINOIS 800 PHONE: (847) 518-981	LFARE FUND DAD 18-4938	
	ACCOUNT NUMBER:	-00761A (i	

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southrest 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): production employi as

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

t. 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:	12/30/2009	Rate:	\$44.00/weak
Effective Date:	03/01/2010	Rata:	\$48.00/wack
Effective Date:	93/01/2011	Rate:	\$52.00/week
Effective Date;		Rale:	
Effective Date.		Raie	

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

		1			
Effective Date:		Rate	:		
Effective Date:	_	Rate	:	 	
Effective Data:		Rate		 	
Effective Date:		Rate	:		<u> </u>
Effective Date:		Rete	·	 _	

4. Contribution rate changes after the tast Effective Date 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 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 bargation geneement 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 Oate of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribution to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contract'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 nested which describes the reason why the Employer participates in both the Pansion Fund and the terminates in a valid disclaimer of Interest. In the event the Employer participates in both the Pansion 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.

6. When a new collective bargaining agreement 's 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 carbined mall (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 Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain onforceable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or 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 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.

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(a) and includes casual employees (i.e. short term the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participat on in the Health and Welfare Fund. Covered Employee shall not include any person employeed in a managerial or supervisory capacity or any person employeed 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/stie 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 Netional Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or sattlement, the collective bargaring agreement states that contributions shall not be due on newly hired Covered Employees for a specified applicable collective bargaring agreement, contributions shall also be made to the Fund(s) on behalf of 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.

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 hres, 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 crustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent 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 abatence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fulls 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 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 concoming the Employer's obligation to pay contributions to any gricvance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' edverse 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

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 extens any conflict between any provisions of this Participation 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.

GLASS MANAGEMENT SERVICES, INC.	781
Redacted by U.S. Department	Redacted by U.S. Department
of the Treasury	of the Treasury
2-17-11	18 Feb. 2011
Date	Date
Westmont, 72-	• •
Westmont. The	
Complete Address of Employe	
(122)223- VISO (230, 233.	UCI
(630)373-4050 630-323- Telephone Number Fax Number	77.57
	<u>.</u>
36.43672441	
Federal Employer Identification Number	
I If the Employer is signatory to a National or Group Contract, ind	licate the name of such Contract:
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Is the Employer an Rinerant construction company working on a	project or on a seasonal basis? Yes No
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CENTRAL	STATES, SOUTHEAST AN	WELFARE	FUND	
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	ROSEMONT, ILLINOIS PHONE: (847) 51	00010-00	0	
	COUNT NUMBER:			1 4
THIS AGREEMENT sets forth Southwest Areas Pension Fund ("Pensi Fund ("Health and Welfare Fund") in ac	the the	Employer wil N States, So	I participate in the Central States. S utheast and Southwest Areas Health reement with the Union covering the	and Welfare following job
Southwest Areas Pension Fund (Fers	cordance with its collective I	oargaining as	greement with the dimension	
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1. The Union and Emplo Weifare Fund and all amendments sul adopted by the Trustees of the Fund(s)	bsequently adopted as well	as all rules a moloyer and	Employee Trustees and their succes	sors.
adopted by the Trustees of the Fund(5)	and accept the respective -		wared Employee at the following rate	5 :
2. The Employer shall 🕫	ontribute to the Pension Fund		vered Employee at the following rate \$52.90 day/\$264.50 max week	
Effective Date:	4/1/12	No.6	\$55.00 day/\$275.00 max week	
Effective Date:	4/1/13	Rate:	\$57.20 day/\$288.00 max week	
Effective Date:	4/1/14	Rate	\$59.50 day(\$297.50 max week	
Effective Date:	4/1/15	Rate:		
	4/1/18	Rate:	\$61.90 day/\$309.50 max weak	
Effective Date:	have been and b	Notfare Fund	i for each Covered Employee at the ti	oliowing rates:
The Employer shall c	contribute to the Health and	-		
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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 (reburn 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 witten agreement(s) that has been submitted to the Fund(s) entrough eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively eliminate or contribute to the Pension Fund or c) an agreement that purports to prospectively eliminate the duty to contribute to the Fund(s); that has been accepted by the Pension Fund, 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 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, ayof/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, result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement, result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement, and if the collective bargaining agreement states that contributions shall not hal due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee to the Fund(s) on behalf of any Covered Employee shall pay who is not working due to illness or injury even if the Covered Employee in 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 dung 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 blas, layoffs or terminations) which occurred during the prior month and must Employee workforce (including, but not limited to new blas, layoffs or terminations) which occurred during the prior month and must find 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 the monies due to the Fund(s), including, but not limited to atomeys' fees and costs and b) at the option of the expenses of collection incurred by the Fund(s), including, but not limited to atomeys' fees and costs and b) at the option of the fund(s) of the fund(s), including, but not limited to atomeys' fees and costs and b) at the option of the expenses of collection incurred by the Fund(s), including, but not limited to atomeys' fees and costs and b) at the option of the spenses of collection incurred by the Fund(s), including, but not limited to atomeys' fees and costs and b) at the option of the inspenses of 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 falls to report chatges in the covered workforce of time, the Employer must pay the contributions billed by the Health and Weifara 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 stigation 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' feas 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/arc tration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is awate 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 l'imitations 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 liablity.

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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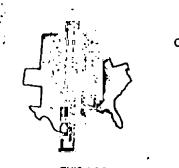
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Southgate, MI 48195					
Complete Address of Empl	oyer			RECEIV	EU
(734) 281-7453	(734) 789-9771		9		
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Federal Employer mercan	-		to the order of such	Contract; DEPARTME	NT
If the Employer is signator	ry to a National or Grou	p Contract, indice	Me the name of such	Contract; DEPARTME	
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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

EMPLOY OF THUSTERS FRED DEGARE JENNY TOUNGER GEORDELL WESTLEY ENVILLES & VHOREY PHLIF & YOLNO

EMPLOYER TRUSTEES NOVERC MIDOUGALL ARTIFLIER IN BURTE, AR TOM & VENTIRA GARYF, CHUDNELL CHURTCHURELL ANGAN

EXECUTIVE DINGCTOR

THIS AGREEMENT sets both 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): <u>ATL_CLASSIFICATIONS</u> 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 Wettare 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: 4/13/14	Rate
Effective Date: <u>4/19/15</u>	Rate: \$105.80 PER WEEK
Effective Date: 4/17/16	Rate: \$110.00 PER WEEK
Effective Date:	Rale:
Effective Dale:	Rate:

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

Effective Date: 4/13/14	Rate:	\$277.50	PER	WEEK		
Effective Date: 4/12/15	Rate;	\$308.50	PER	WEEK		
Effective Date: 4/17/16		\$342.50				
Effective Date:	Rate: _					
Effective Data:				*NOT	то	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 abound of an interim agreement, the contribution rate required to be peid after termination of a collective bargaining agreement or the termination of a new collective bargaining agreement or the termination of a new collective bargaining agreement or the termination of this Agreement, shift be radius in effect on the last day of the terminated collective bargaining agreement. However, the Trustee means the right to radius 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 barganing 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 be due during a strike unless the Union and terminate unlit a) the Trustees decide to terminate the participation of the Employer and provide written nouce of their decision to the Employer and provide written nouce of their decision to the Employer and provide written nouce of their decision to the Employer and provide written nouce of their decision to the Employer and provide written nouce of their decision to the Employer and provide written nouce of their decision to the Employer and provide written nouce of their decision to the Employer and provide written nouce of their decision to the Employer and the Fund(s) and the Fund(s) have necessed a written notice directed to the Fund(s). Contracts or bepartment at the address epecified above sent by cartified mall 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 reasult of an election that terminates the Union's representative status terminates through a valid disclaimer of interest. In the overrithe Employer participates in both the Pension Fund and the fleahth and Werfare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall nervain in effect with respect to the other Fund. In the event remain in effect with respect to the other Fund. In the event remain in effect with respect to the other 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 prospectively reduce the Employer's statukory 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 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 7. 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 terminaled), 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 behall of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entited 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

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 phot 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 Emiled to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representativo, the payment of contributions that accrue after the Employer has become datinguont shall be accelerated so that the contributions owed for each calendar week (Sunday through Salurday) shell 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 10 requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional bilings 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 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 12 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or angage in any practice that

This Agreement shall in all respects be construed according to the laws of the United States. In all actions 13. taken by the Trustees to enforce the terms of this Agreement, including actions to initiact definquent contributions or to conduct audita, the Minois lan 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

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

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,

GARBO MOTOR SALES, INC Redacted by U.S.	43
of the Treasury	Redacted by U.S. Department of the Treasury
John Douglas AVE	6-70-14 Date #2ECENVED
RACINE, WI 53402	JUL 0 8 2014
262 639-4154 262 639-6295 Telephone Number Fax Number 39-1154975	CONTRACT DEPARTMENT
Federal Employer Identification Number	

NONE

ontract, indicate 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

ACCOUNT NUMBER: 2999750-0103-00050-B

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.

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

Effective Date:	September 1, 2010	Rate:	\$62.60 per week
	September 1, 2011	Rate:	\$67.60 per week
Effective Date:		Rate:	\$71.70 per week
Effective Date:	September 1, 2012		
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:	<u></u>	 	
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. 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.

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 d) 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 Fund.

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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.

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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, hotiday 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 shall pay 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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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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B. Garcia Trucking Co.	Local Union No
Employer Name	Redacted by U.S. Department
Redacted by U.S. Department of the Treasury	of the Treasury
Printed Name and Title	
Complete Address of Employer	RECEIVED
Telephone Number Fax Number	AUG 1 6 2011
Federal Employer Identification Number	CONTRACT DEPARTMENT
If the Employer is signatory to a National or Group Contra	ct, indicate the name of such Contract:
Is the Employer an itinerant construction company working	g on a project or on a seasonal basis? Yes No

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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

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EMPLOYER TRUSTEES HOWARD MCDOUGALL ARTHUR N. BUNTE, JR. TOM J. VENTURA GARY F. CALOWELL

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 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.

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

Effective Date:	Aug 1 2009 Rate:	162.50 perweek
Effective Date:	JULY 1, 2009 2 prate:	162.50 perweek LA.B.
Effective Date:	Rate:	
Effective Date:	Rate:	
Effective Date:	Rate:	
- Employer chalf	contribute to the Manith and Molfers Even	I for each Covered Employee at the following rates:

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

Effective Date:	Hug 1, 2009 Rate:	9.05 perhours on p
Effective Date:	July 1, 2009 Loate:	9.05 perhour J.X.G.
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 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 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.

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 ba gaining 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, 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 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).

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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 'he 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.

GARDENSCHPE CON ILA	Local Union No26
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Finited indine and inde	
9 - 22 - 2009 Date	9-22-09 Date
<u>104 Cumbahnen Ave</u>	
Dieterich, IL, 62424 Complete Address of Employer	RECEIVED
217-925-5945, 217-925-5941 Telephone Number Fax Number	OCT 2 0 2009
<u>37- /3909/0</u> Federal Employer Identification Number	CONTRACT DEPARTMENT
If the Employer is signatory to a National or Group Contract, indicat Hrficles of Construction Hyreement (The	e the name of such Contract: HSSUCIATedGeneral Contractors of Illinuis And

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes _____ No ____

The Illinois Conference of Teamsters Affiliated with the IBT <

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PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDIMEALTH AND WELFARE, FUND 9377 WEBT HIGGINS ROAD ROSEMONT, LUNOIS 60018-4935 PHONE: (647) 518-9800 LOE CALRE JERTY YOURDER OBORVE J. WEETLEY MILEP B. YOLSKI

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HOMARD MAD CLIMAR MOMARD MAD CLIMAR ANTHUR M. SUFFIC, M. CAMP P. MORENON TOXI J. VINTUR CAM BL. J. PPUTIO

EXECUTIVE DISCTON PONALD J. MARALAND

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Centrel States, Southeast and Southwest Arces Penglon Fund (Pension Fund) and/or the Centrel States, Southeast and Southwest Arces Health and Welline Fund (Planith and Welline Fund) in accordance with its collective bargaining agreement with the Union covering the job classification(s) of: <u>TAULINE</u>

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

2. The Employer shall contribute to the Pension Fund per <u>CAPEL</u> <u>Greet</u> dayhour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

Effective Delo: 4-27-2008	Reto: "91.80 per week
Effective Date: 4-1-2009	Rale: 494.10
Efective Date: 4-1-2010	Rate: _107.00
Effective Date: 4-1-2011	Rate: 4/15.60
Eliective Date: 4-1-2012	Rate:
The Employer shall contribute to the Health and	139 78 Welfere Fund per wook (the "Contribution Period")

for each Covered Employee at the following rates:

Effective Date:		- Sata:	
Effective Date: _		Rato:	
Effective Date:		Rate:	
Effective Date: _	<u> </u>	Rate:	<u> </u>
Enfactive Date: _	<u> </u>	Rate:	· · · · · · · · · · · · · · · · · · ·

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

5. This Agreement and the obligation to pay contributions to be Fund(s) will continue after the termination of a collective bargering agreement and during a shike except no contributions shall be due during a shike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay control of the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay control of the Employer's obligation to pay control of the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay control of the Employer or b) the Employer is no langer obligated to terminate the Agreement and provide written noise of their decision to the Employer or b) the Employer is no langer obligated to the Fend(s) have received a written noise allost a contracts Department at the address specified above sent by certified mail with return receive reacted which describes the reason why the Employer is no longer obligated to control the Employer is no longer obligated to control the Health and Weiker Fund and the termination memory or b) release to only one Fund, then this Agreement shall remembrin effect with respect to the other the Agreement and the Health and weiker Fund and the termination memory or b) release to only one Fund, then this Agreement shall remembrin 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 bergaining agreement, the Employer shell promptly submit the entre agreement or mark/ficetion 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, shell not be binding on the Transless and this Agreement and the written sgreement(s) that has been submitted to the Fund(s) shell 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 bargahing equations inequiling contributions to the Fund(s) and includes casual employees (Le. short term employees who work for uncertain or tregular duration) unless the collective bargahing agreement employee constitutions on casual employees. Covered Employee shall not include any person empty of its a managerief or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s). 8. The Employer agroes to remit contributions on behall of each Covered Employee who receives, et 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 Emess pay, levertime and the result of any National Labor Relations Board problement states that contributions shall not be due on nawly have Coveted Employees for a specified waiting period, and contributions shall not be due on nawly have Coveted Employees for a specified waiting period, and contributions shall not be due on nawly have Coveted Employees for a specified waiting period, and contributions shall be due will be Coveted Employees the specified waiting period. It required by the applicable covered be argaining agreement, contributions shall also be made to be the fund(s) on behalf of any Coveted Employee who is not waiting due to finess of highly event the Coveted Employee is not antitied to comparation. The Employee who is not waiting the finess of highly event the Coveted Employee and to comparation. The Employee ahall pay any constitutions that would have otherwise been paid on only Coveted Employee who is a re-simpleyed coveted includes that would have otherwise been paid on only Coveted Employee who is a re-simpleyed coveted includes at 10 C.F.R. §104.3.

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9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Sovered Employee workforce (including, but not limited to new hires, layoffs or templations) which occurred during the pilot month and must pay all contributions awed for the pilot month. In the event of a delinquency, a) the Employer shall be obligated to pey interest on the monies due to the Fund(s) from the gale when payment was due, to the date then the payment is made, together with all protected or file Fund(s) from the gale when payment was due, to the date then the payment is made, together with all protected or file Fund(s) from the gale when payment was due, to the date then the payment is made, together with all protected or file Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions water or must pay the contributions but not finited to report but the Sunday through Saturday) shall be due on the following Monday. If the Employer tails to report charges in the options of a delinquent shall be obligated to prove the report of the fund(s) from the delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions can be to report for each calendar work (Sunday through Saturday) shall be due on the following Monday. If the Employer tails to report charges in the optione of a second builders the Employer tails to report the representations, have all approximates or after the payment of the trustees of actual terminations, have all shall be or on the fillence to the payment, the trustees is each calendar work (Sunday Brough Saturday) shall be due on the fillence at the base of accelerate to report the report of the payment of the terminations, have a distance, having a distance, and the payment are to the payment of the terminations, have an

10. The Employer shall provide the Trustues with access to its payroll records and other partition! records when requested by the Fund(s). If **Itigation is required to ether obtain access to the Employer's** records a 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' tags and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to say contributions to any grievance arbitration protective set forth in any collective bargathing agreement. To the extent there exists any conflict fletween any provisions of this Participation Agreement and any provisions of the collective bargaining systement, this Participation Agreement shall control.

12. The Employer admonifedges that it is aware of the Fund(s)' adverse selection rules (including Special Bullish 90-7) and agrees the while this Agreement remains in chect, it will not enter into any agreement that violeties, it is adverse selection rules.

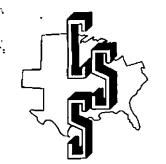
13. This Agreement shell in all respects be construed eccording to the laws of the United States, in all articles taken by the Trusteex to enforce the terms of this Agreement, including actions to collect defoquent contributions or to conduct euclits, the Winels ten year written contract statute of Windsteins shall apply. The Employer agrees that the statute of initiations shall not begin to accrue with respect to any unpadd combibutions until such time as the Fund(s) receive extent written noise of the adsteince of the Employer's flability:

14. This Agreement may not be orally modified or terminated.

IN WATNESS WHEREOF, said Encloyer and Union intre caused this instrument to be executed by their dely performed representatives, the day and year first above written.

Gaunt & Son Aughe It she	
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Plifited Name and Title	Printed Name and Title
Complete Address of completion 7	JUN 1 2 2009
240 563-1821 To uphane Number 35-1505153	CONTRACT DEPARTMENT
Federal Eniptoyer Number	••
Hito Employer is sonatory to a Neisonal or Group Le: ghula y Heavy , & Caacrero	Contract, indicate the name of such Contract.
is the Employer an itinerant construction company.	worldns on a project or on a seasonal basis: Yee No

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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: 3026000-0108-00662-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):

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:	05-29-2011	Rate:	\$168.70
Effective Date:	06-03-2012	Rate:	\$182.20
Effective Date:	06-02-2013	Rate:	\$193.10
Effective Date:	06-01-2014	Rate:	\$204.70
Effective Date:	05-31-2015	Rate:	\$217.00

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

			Member	Family		
Effective Date:	07-03-2011	Rate:	\$99.90	\$247.00		
Effective Date:	06-03-2012	Rate:	\$102.60	\$254.10	<u> </u>	
Effective Date:	06-02-2013	Rate:	\$109.50*	\$271.70°		
Effective Date:	06-01-2014	Rale:	To Be Determined	To Be Determined		
Effective Date:	05-31-2015	Rate:	To Be Determined	To Be Determined		

* 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 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.

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 bchalf 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 incu red 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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Gauthier a Sons banchartin Tre.	Local Union No. 10102
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Printed Name and Litle	I miteo pane and the
7/29/11	7/29/11
Date ¹	Date
2:1:1 at the arch A De day of 2000	RECEIVED
344 N. Henry St. Green Bay M. 54302 Complete Address of Employer	AUG 0 8 2011
<u>420 - 437 - 9277</u> <u>920 - 437 - 9279</u> Telephone Number Fax Number	CONTRACT DEPARTMENT
<u>39 - 1033309</u> 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



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 Penslon 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:	4/1/11	Rate:	\$156.20 weekly
Effective Date:	5/1/12	Rate:	\$168.70 weekly
Effective Date:	5/1/13	Rate:	\$182.20 weekly
Effective Date:	5/1/14	Rate:	\$193.10 weekly
Effective Date:	5/1/15	Rate:	\$204.70 weekly

3. 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:	<u></u>
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 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 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 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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General Hardwood Company	Local Union No
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
	ed Name and Title
7201 E. McNichols	
Detroit, MI 48212	
Complete Address of Employer	_
(313) 365-7733 (313) 365-9696	
Telephone Number Fax Number	_
A-38-0572310	
Federal Employer Identification Number	
If the Employer is signatory to a National or Group Contract, i	ndicate the name of such Contract:
Is the Employer an itinerant construction company working or	n a project or on a seasonal basis? Yes No
	. Acceived
	MAR 2 5 2013
	CONTRACT

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PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND HEALTH AND WELFARE FUND 9377 WEST HIGG INS ROAD ROSEMIONT, ILLINDIS 60018-4938 PHONE: (847) \$18-8800 CNPLOYES TRUSTEES FRED GEGARE JERKY YOUNGER GEORGE J. WESTLEF CHURLES A WHOEREY MALIP S. YOUND

EMPLOYER THUSTELS HOWARD W.COUJALS ARTHUR N. BUNTE, JR TOM J. VHATUHA GJRY F. CA. DWELS CHRISTOPHER LANGAN

EXECUTIVE DIRECTOR

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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 Mea in and Wetfare Fund ("Health and Welfare Fund") in accordance with 4s collective bargaining agreement with the Union covering the following job classification(s): <u>Construction Truck Drivers</u> and any other job classification covered by the collective aargaining agreement and the Agreement between the Mealth and Welfare Fund and the Winows Conference of Teamsters and Employers Welfare Fund both of which are incorporated herein

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Wettere Fund, all rules and regulations 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 contribute to the Pension Fund for each Covered Employee at the following rates:

Effective Date: 10/26/09	Rate: \$162.50 per week
Effective Date:	Rate:
Effective Date:	Rate:
Effective Oate:	Rato:
Effective Date:	Rate:
The Employer shell contribute to the following rates:	: Hes in and Wellard Fund for each Covered Employee at the
Effective Date:10/26/09	
	Rale: <u>\$9.05 per hour</u>
Effective Date:	
	Rate:
Effective Date:	Rate:

3.

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 and such rate changes shall be incorporated into this Agreement. The parties may is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a coffective bargaining agreement and prior to either the execution of a new collective bargaining agreement of the termination of a of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trusteos reserve the right to reduce openit tevels 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 excepting 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 any contributions shall not terminate unit a) the Trustees decide to terminate the participation of the Employer's add provide written notice of their decision to the Employer and provide written notice of their decision to the Employer and provide written notice of their decision is tabute 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 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 or of interest, in the event the Employer participates in both the Penalon Fund and the Heath 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 remain in effect with respect to the remainder of the bargaining unit.

6 When a new collective bargaining agreement is signed by 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). Converts Department by cerufied 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 and remain enforceable. The following agreements shall not be valid: a) an agreement that agreement that purports to prospectively reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) an purports to drospectively 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. 37.11.224 7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agricement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irrogular 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 casuat employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity of 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 Covared 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, overrime 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 specified waiting period. If required by the applicable collective bargaining agreement or jury even if the Covered Employee is not entitled to Companisation. The Employee who is not working due to illness or injury even if the Covered Employee is not entitled to Companisation. The Employee shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employee 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 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 dolegated representative, the payment of contributions that accrue after the Employer has become definquent shall be accelerated so that the contributions would for each calendar week (Sunday through Saturday) shall be due on the following ktonday. If the Employer faits to report changes in the covered workforce on time, the Employer faits to report changes in the coveries of absence, ayoffs 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.

t0. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If titigation 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 requited to submit any dispute concerning the Employer's obligation 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 rule (including Special Bulletin 90-7) and agrees that while this Agreement termains in effect, it will not enterinte 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 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.

t4. 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 concettive 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
10/26/09 Balle 8211 Urnikis DR. Hennekow The (1327	Date RECEIVED 0CT 2 9 2009
Hennepins, IL 61327 Complete Address of Employer 85, 339-6508 () relephone Number Fax Number 90-0068661 rederal Employer Identification Number	CONTRACT DEPARTMENT
f the Employer is signatory to a National or Group Contract Articles of Construction Agreement between	

Is the Employer an illinerant construction company working on a project or on a seasonal basis; Yes XX____ No ____

Teamsters



14 03 02:52.

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PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDHEALTH AND WELFARE FUND 0077 WEST HIGOINS ROAD ROSEMONT; LLINCKS 60018-4939 PHONE: (647) 518-8600 and a state of the second seco

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PERSONAL DATE OF THE STREET OF

This AGREEMENT sets (orth the terms under which the Employer will participate in the Contral States, Southeest and Southwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeest and Southwest Areas Heelth and Walfere Fund ("Heelth and Walfere Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(a) of: _______

1. The Linion and Employer egres to be bound by the Trust Agreement(s) of the Fermion Fund and/or, the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustnes of the Fund(a) and accept the respective Employer and Employee Trustness and their successors.

The Employer shall combine to the Pension Fund per______ week/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

Effective Dele: _	<u>8/10/03</u>	Rate:	<u>\$100.00</u>	
Effective Date:	5/01/04	Rate:	\$110.00	
Effectiva Octo: _	5/01/05	Flato:	\$124.00	
Effective Date: _	. <u></u>	Rale:		
Effective Date: _		Role:	····	

3. 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:	Rate:
Effective Date:	Rate;
Effective Delo:	Rate:
Effective Dale:	Rale:
Effective Delo:	Rate:

4. Contribution rate changes after the test Effective Date set forth in paragraphs 2 and 3 shall be intermined 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 rate during the pedods when a new collective bargaining agreement is being nogotated, is the absonce of an interim agreement, the contribution rate required to be paid after termination of a calculate bargaining agreement, the contribution rate collective bargaining agreement is being nogotated, is the absonce of an interim agreement, the contribution rate required to be paid after termination of a calculate bargaining agreement, the termination of a max collective bargaining agreement. However, the Trastes reasine the right to reduce boned levels if the contribution rate is or becomes less than the then published rate for the expectate barge igns.

5. This Agreement and the obligation to pay contributions to the Funct(s) will continue after the termination of a collactive termining agreement and during a strike secapt no contributions shall be due during a strike unleas the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall be the Employer's obligation to pay contributions shall be the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall be the Employer's obligation to pay contributions shall be the Employer of the above softward and the Employer is no lottle divised to the Fund(s) have received in writees notice divected to the Fund(s) Contracts Department at the address specified above soft by cartified and with return receipt requested which describes the reason why the Employer is see longer obligateri in constitution, in the event the Employer perfectants in both the Pension Fund the termination returned to in n) or b) retwee to only one Fund, son this Agreement shall remain to 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 antice agreement or machinest machinest provide the tradition of the Fund(a). Continues Department by cardinal real (relation receipt requested) at the address specified above. Any services or understanding which allocts this imployer's contraction obligation which allocts the fund(a) are required by this paragraph, shall not be binding on the Trateses and this Agreement and the written agreement(a) that has been submitted to the Fund(a) shall above remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-line employee covered by a collective bargations to part-line (squark) contributions to the Fond(s) and includes casual employees (lee, short (sgm anaployees who work for uncertain or integrated caracter) unless the collective bargating agreement employees (lee, short (sgm anaployees who work for uncertain or integrated caracter) unless the collective bargating agreement employees (lee, short (sgm anaployees who work for uncertain or integrated caracter) unless the collective bargating agreement employees that any part of the part of the principal purpose of obtaining barsets employed is a managorial or supervisely capacity or any person employed for the principal purpose of obtaining barsets from the Fund(s).

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8. The Employer agrees to remit contributions on behalf of each Courand Employee whe receives, or is antitled to receive, companisation for any part of the Courtburlion Patiod (regardless of whether the employment relationship is terminated), including show up time pay, courtime pay, holicay pay, disability or liness pay, involteventated pay, variation processing or other legal proceeding, getermeter antitions of the Courtburlion result of any Netical Labor Fellikers Beard proceeding, getermeter interaction processing or other legal proceeding or stations that contributions of the payment of weater legal proceeding or stationed Labor Fellikers Beard proceeding, getermeter and the contributions of the Course and Employees for a specified weiting part of the sequence of the course of Employees for a specified weiting part of the court legal proceeding or stations for a specified weiting part of the court legal proceeding and the sequence of the course of Employees whether a specified weiting part of the course of the course of Employees the sequence of any Course and Employee who is not werking due to Ensert and regardles the course of Employee who is not werking due to Ensert and regardles been paid on any Course d Employee who is a re-employee who is a re-employee shall pay may contributions that would have otherwise been paid on any Course d Employee who is a re-employed service of former service member to the two is a re-employed and to 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 Covared Employee variations (including, but and imaked to new hives, isyotis or terminations) which accurred during the polar month and must pay all contributions owed for the polar fund(s) in the overal of a deficutency. It the Employer shall be obligated to pay interest on the month all experiences of a collection incurred by the Employer to the polar month and equation of the polar month and equation of the polar month. In the overal of a deficutency, by the Employer shall be obligated to pay interest on the month all experiences of a collection incurred by the Fore(c), including, but and finded to, attention to pay the experience of the polar month in the date when the payment is an educ, together with all experiences of collection incurred by the Fore(c), including, but and finded to, attentions in the collection incurred by the Fore(c), including, but and finded to, attentions itset excess after the Employer bet become delinquent shall be accelerated as their the combinations over the payment is a contribution of the text as the following Mondey. If the Employer fails to report changes in the excessed workforce on these languages in the combinations billed by the Heath and Waldow Fund regardless of actual terminations, leaves of alternation, layeds or other changes in the workforce. The Trustees regords the eight to terminations, leaves of alternation, layeds or other changes in the workforce.

50. The Employer shall provide the Trustees with access to be payrell records and other performine records when requested by the Function. It bigshon is required to althor obtain access to the functionaris records of the collect additional billings (het result from the review of the review of the residue) is the Function billings (het result from the review of the review shall be paid by the Employer and the Employer shall pay any elements' hes and doets invaried by the Function.

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any priorance/automation procedure sol 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.

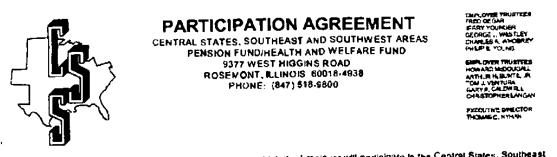
12. The Employer admostadges that it is sware of the Fand(s) advance selection rules (including Special Buildin B0-7) and agrees that while this Agreement romains in effect, it will not enter into any agreement that violates the advance selection rules.

13. This Agreentient shall in all respects be construed according to the laws of the Unded States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct nucles, the timels ten year written contract statule of limitations shall apply. The Employer agrees that the statute of Emiladons shall not begin to secrets with respect to any separations under such such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be grazy modified or terminated.

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

Geo.Dynamics, Inc.		
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury	
380 S.Schomale Boad, St.100	Printed Name and Tids	
Carol Stream, IL 60188 Complete Address of Employer ((3), (40-(410)		
Totephone Number 3(385590 Federal Employer Number		
If the Employer is algoritory to a National or Group Contract	I Indicate the name of such Contract	RECEIVED
is the Employer an Itinerant construction company working	on a project of on a seasonal basis: Yes <u>X</u> No	APR 2 1 2004
rov. 07/28 r		CONTRACT DEPARTMENT



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 Centra States. Southeast and Southwest Areas Maaith and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargeining agroement with the Union Covering the following job classification(s): Drivers (Rel, Class.) and any other ob classification covered by the collective bargeining agreement and the Agroement between the Health and Wolfare 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 Pension Fund and/or the Health and Weitara 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 t	tollowing-rates 近望したによってい	39V)	20
	_ .			

Effective Date:	Rate:	
Effective Date:	Rale:	AGG 4 2005
Effective Date:	Rate:	
Effective Date.	Rele:	COMPRESS
Effective Data:	Rate:	DEPARTMENT

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

Effective Date: <u>7/1/05</u>	Rale: \$7.00 per hour
Effective Date:	Rate:
Effective Dato:	Rate:
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 thanges shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the penods when a new to estive bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be poid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement. However, the off Agreement, shull be the rates in effection the last day of the termination collective bargaining agreement. However, the Truttices reserve the right to reduce benefit levels if the contribution rate is of becomes less than the then published rate for the ensities being the plant of class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaxilap agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer initially agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer initially agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer initially 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 all the Trustees decide to terminate the part cipation of the Employer is no longer obligated by a contract or to be Employer spectfying the date of terminate on of participation or b) the Employer is no longer obligated by a contract or be the Employer's no longer obligated by a contract or be the Employer's no longer obligated by a contract or be the Employer's no longer obligated by a contract or be the Employer's no longer obligated by a contract or the tatter to contribute to the Fund(s). Contracts Department at the address spectrad above sent by certified main with return recept requested which describes the reason why the Employer's no longer obligated to contribute or c) the date the NLRB certifies the result of an election that leminates the Union's representative status or d) the date the Union's representative status terminates through a valid discla mer 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 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 Trubites and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforce 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 barg&ming agreement that has been accopied by the Pension Fund.

For purcoses of this Agreement, the term "Covared Employee" analismeen any luii-time or part-time employee Y. For purposes or INS Agreement, the term "Covered Employee" and thread any lui-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and Includes casual employees (Le, short covered by a collective bargaining agreement requiring contributions to the Fund(s) and Includes casual employees (Le, short covered by a collective bargaining agreement requiring contributions to the Fund(s) and Includes casual employees (Le, short covered by a collective bargaining agreement requiring contributions to the Fund(s) and Includes casual employees (Le, short covered by a collective bargaining agreement requiring contributions to the Fund(s) and Includes casual employees (Le, short covered by a collective bargaining agreement requiring contributions to the Fund(s) and Includes casual employees (Le, short covered by a collective bargaining agreement requiring contributions to the Fund(s) and Includes casual employees (Le, short covered by a collective bargaining agreement requiring contributions to the Fund(s) and Includes casual employees (Le, short covered by a collective bargaining agreement requiring contributions to the Fund(s) and Includes casual employees (Le, short covered by a collective bargaining agreement requiring contributions to the Fund(s) and Includes casual employees (Le, short covered by a collective bargaining agreement requiring contributions to the Fund(s) and Includes casual employees (Le, short covered by a collective bargaining agreement requiring covered by a covered by curverau by a conective bargenning agreement requiring contributions to the Fund(s) and includes casual employees (Le, short term employees who work for uncertain or integular duration) except a casual employee shall not be a Covered Employee with menory to the Monite and Wedgee Fund it the collective betraciated excepted control to available and wedgee Fund it the collective betraciated term employees who work for tince tain or integral ourstron jexcept a casual employee shall not be a Govered Employee with respect to the Mealth and Weffere Fund it the collective bargahing agreement explicitly excludes casual employees from participation in the Mealth and Weffere Fund. 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Ine Employer agrees to remit contributions on Denair or each Lovered Employee for any pende nerate receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including receives, or is entitled to recrive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or those pay tayoff severance pay, vacubid pay or the payment of more which are the res of or on Namonal) abor Betaline. 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If the collective bargaining agreement states that contributions she not be due on newly hired. proceeding or settlement, it the collective pargeining agreement sules that contributions she not be due on newly hired. 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On or before the 15th day of each month, the Employer must report to the Funk(s) any change in the Covered Employes workforce (including, but not limited to new thres, tayoffs or terminations) which occurred during the prior month and uniformed service as defined at ID C.F.R. \$104.3. Employee workforce (including but not initial to new hires, layons 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 shall be obligated to pay for month and the second of a delinquency of the true when the normality month and formal on the monther first on the Fundral from the data when harment was due to the dute when the normality month in the second of the true when the normality months and the second of the true when the normality of the true when the fundral from the data when harment was due to the dute when the normality of the true when the normality of the true when the fundral from the data when harment was due to the dute when the normality of the true when the second sec must pay all contributions owed for the prior month. In the event of a delinquency, a) the thip/oyer shall be obligated to pay intensit on the monists due to the Fund(s) from the date when payment was due to the dute when the payment is made. Internation the manifes and to the number from the date when payment was due to the date when the payment is made. Singlethar with all expendes of collection inclured by the Fund(s), including, but not ifmited to attend the section short the Expension and by Ngemer with all extra tables of collection inclumed by the rung(s), including, but not united to, allomanys toes and cosm and up all he option of the Trustee's of their delegabled representative, the payment of contributions that accrue after the Employe has been a delegated one for a content and so that the contributions used for each calender week founder through set It the option of the Trustee's or their delegaled representative, the payment of contributions that accrue after the Employic nas become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) and the formula to the formula the formula to the formula Decome delinquent shak of accelerated so into the controlutions owed for each calendar week (Sunday Inrough Salutday) shall be due on the following Monday. If the Employer talks to report changes in the covered workforce on time, the Employer must new the contributions which hu the Marith and Wattern Event experience of natural term patience, leaves of whence, leaves shall be due on the following Monday. 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The Trustnes reserve the right to terminate the participation of any Employer that fails to function on any contributions. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when 10. The Employer shall provide the initials with access to its payroll records and other pertinent records when requested by the Fund(s). If Wigetion is required to either obtain access to the Employer's records or to enfect additional by high 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 be only observed feet and mate incurred by the Fund(s). umely pay required contributions a or the end of the employer shall pay any decrease incurred by the Fund(s) in conducting the Employer and the Employer shall pay any decreases' fees and costs incurred by the Fund(s). The Trustees shall not be required to submit any dispute concerning the Employer's oblightion to pay convolutions to any gravance arbitration procedure set forth in any collective bargaining agreement The Employer scknowledges that it is aware of the Fund(s) universe selection rule (Including Special Bulletin 12. If the timployer sectnowledges that it is aware or the Fund(s) universe selection rule (including Special subject 90-7) and agrees that while this Agreement remains in offect, it will not enter this any agreement or anguage in any practice that This Agreement shall in all respects be construed according to the laws of the United States. In all actions T3. This Agreement shall man 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 the trustees to enforce the terms of this Agreement. violates the adverse selection rule. taken by the Truslees to enforce the terms of this Agreement, including actions to collect definquent contributions or to conduct audits, the link's ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations that not name to premiers in the menant to any use and contributions units such that are the Fundick receive or the written name audits, the tillno's ten year written contract statute or imvations shall apply. The Employer agrees that the subtract or imvations shall not begin to occuse with respect to any unpaid contributions until such and as the Fund(s) receive actual written notice of the section of the fundimental tention. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent In the Agreement may not be seconed or terminated without the wrater consent of the collective bargaking. Inste oxisis any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaking. of the existence of the Employer's Lebuity. IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duty agreement this Paricipation Agreement shall control. suthorized representatives, the day and year first above writing. - - WITZ CONTRACTING Redacted by U.S. Department Redacted by U.S. Department of the Treasury of the Treasury rinted Name -14-05 FE DO NELED Printed NUA (4 2005 13W. DECMAR Tel 11. 62035 100 M 107 M 4667526 37-0968768 If the Employer is signatory to a National or Group Contract, indicate the name of such Contract is the Employer an innerant construction company working on a project or on a seasonal basts: Yes X. No _____ rev. 02/05



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: 3112800-0103-0662A

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): <u>Truck Drivers</u>

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:	6/2/2011	Rate:	\$182.20
Effective Date:	6/1/2012	Rate:	\$193.10
Effective Date:	6/2/2013	Rate:	\$200.80
Effective Date:		Rate:	
Effective Date:	<u></u>	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:		<u></u>	····
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 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.

6. When a new collective ba gaining 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 employee. 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 bargalning 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 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.

ED GERSEK, INC.	Local Union No. 662
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Printed Name and Title	
	Printed Name and Title
/ 2 / Date	Date
477 N RONSMAN RD	•
GREEN BAY, WI 54311	RECEIVED
Complete Address of Employer 920-468-0345 $920 - 8/0 - 8/0 - 2/0 $	
Telephone Number Fax Number	JAN 20 2012
<u>39-1034108</u> Federal Employer Identification Number	CONTRACT Department
If the Employer is signatory to a National or Group Contract, Indicat	e the name of such Contract:
Is the Employer an itinerant construction company working on a pro	ject or on a seasonal basis? Yes No

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PARTICIPATION AGREEMENT CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDIMEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINCIS 60218-4938 PHONE: (547) 518-9800

ENPLOYCE FOUSTEES FOED DE GANC JEARY YOLACCH GEORGE & WESTLEY CHURLEJA MIOSHET PHEIP E. YOLNG

EMPLOYEA TRUSPECS HOMMON NEOCUEMLL ARTHUR IN DUNIEL TOM J VENTURIA GART F. CR: DWELL CIEGSTUPIEL LARGAN

ENERGY THE 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 Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification (s): <u>drivers</u> and any other joo 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 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 Employee Trustees and their successors,

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

Effective Date	<u>3-18-10</u>	Rate:	<u>\$ 99 10</u>	
Effective Date:	4-1-10	Rate:	\$107.00	
Effective Date	4 <u>-1-</u> 11	Rate.	<u>\$115.60</u>	
Effective Dale	4-1-12	Rate	\$124.80	
Effective Date:	4-1-13	Rate.	\$134.78	

 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 Dale:	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 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 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 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 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 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 obfgation 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 retroactive y eliminate or reduce the Employer's statutory or contractual duty to contribute to the Pension Fund (s); b) an agreement that purports to prospectively reduce 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 Wolfare Fund if the collective bargaining agreement explosive shall not include any person 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 ontitled 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/arb/rabion proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hill ed Covered Employees for a specified waiting period, in 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 will be not entitled to concred Employee is not entitled to concred Employee 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 penod 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 de'inquent 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 Heafth 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 flitigation is required to entire obtain access to the Employer's records or to cellect 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 be any 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 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.

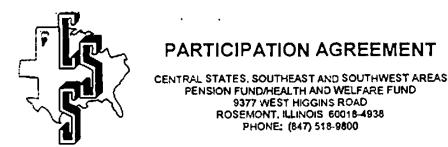
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Gilmor Trucking

$\frac{\overline{E}}{R}$ Redacted by U.S. Department of the Treasury	Redacted by U.S.
Printed Name and Title	of the Treasury
March 18, 2010	March 18. 2010
Date	 Date
20390 New Road	
	RECEIVED
South Bend, IN_46614	
Complete Address of Employer	 MAR 3 0 2010
<u>(574)291-1047</u> ()	
Telephone Number Fax Number	CONTRACT DEPARTMENT
35-1479531	D21 Accounts
Federal Employer Identification Number	

If the Employer is signalory to a National or Group Contract, Indicate the name of such Contract: Highway, Heavy, Raircad and Underground Utatty Contracting Agreement 37.11.234

Is the Employer an itinerant construction company working on a project or on a seasonal basis: Yes_____ No __X___ rev. 05/05



EMPLOYER TRUSTESS MONATO HELOTOGAL ARTHUR HELATELLE DAVID F. MORRAON TOM J. VENTURA CANEL & BRUTTO

EXECUTIVE DIRECTOR ROMALD J CURALANDA

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 compose to the Pension Fund per <u>WBEX</u>, week/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

Effective Date: _	5/1/01	Rate:
Effective Date: _	5/1/02	Rate: \$100.00
Effective Date:	5/1/03	Rate: \$110.00
Effective Date: _	5/1/04	Rate: _\$124.00
Effective Date:		Rate:

3. 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:	/	Rate:
Effective Date: _	\longrightarrow	Rate:
Effective Date:	\longrightarrow	Rate:
Effective Date:		Rate:
Effective Date:		Ralo:

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 collactive 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 receive the night 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 barganing agreement and during a strike except no contributions shall be due during a strike unters the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until ether a) the Trustees decide to terminate the Agreement and provide written notice of the 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 contract or shall be the Health and Wetfare Fund and the termination referred to in a) or b) relates to only one Fund, thon this Agreement shall remain in effect with respect to the other European.

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 Trustons 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 reguling 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 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 s enitted 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/arbtration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on hawly hired Coverad Employees for a specified waiting period, no contributions shall be due until the Coverad 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 itiness 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 reemp cycle sense 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 phor 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 attenders' fees and costs and b) at the option of the Trustees or their delagated 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 Satirday) 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 Vietfare 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 legation is required to either obtain access to the Employer's records or to coffect 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' rees 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 Bulleth 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement that violates the adverse selection rules

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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 Itlinois ten year written contract statute of Limitations shall apply. The Employer agrees that the statule 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.

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. 135
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department
12071 Hamilton Avenue	
<u>Cincinnati, OH 45231</u> Complete Address of Employer	Redacted by U.S. Department of the Treasury
r 513 y 825-8100 Telephone Number	
31–0589745 Federal Employer Number	ECEIVED CC OI SEP 25
ff the Employer is signatory to a National or Group Cont Truck Drivers, Chauffeurs & Helpers Loc	
is the Employer an itinerant construction company work	ract, indicate the name of such Contract: 포 al Union No. 100 프 코 지 같 아이 on a project of on a seasonal basis Yes 스 곳 및

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 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): <u>drivers construction</u>

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:	6-6-2011	Rate:	\$115.60 per week
Effective Date:	4-1-2012	Rate:	\$124.80 per week
Effective Date:	4-1-2013	Rate:	\$134.78 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:	, <u>, , , , , , , , , , , , , , , ,</u>	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 penods 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 generating 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 Heatth 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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GRADER INC.	tocal Union No. 135
Emp Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Printeu wante and inte	Printed Name and Title
6-6-11	7/7/1/
Date	Date
3685 PRIORINY WAY SOUTH DR. #140	received
Complete Address of Employer	JUL 1 5 2011
<u>317 · 573 - 3970</u> <u>312 ~ 573 - 3970</u> <u>Telephone Number</u> Fax Number	CONTRACT DEPARTMENT
35-1698097 Federal Employer Identification Number	
If the Employer is signatory to a National or Group Contract, indicate t	he name of such Contract;

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes No /	is the Employer an itinerant construction company working on a project or on a seasonal basis?	Yes	No <u>入</u>	
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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

EMPLOYER TRUSTEES HONVARD MCDOUGALL ARTHUR H. BURITE, JR TOM J. VENTURA GARY F. CALDIVELL

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 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 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.

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

Rate: \$ 85.00
Rate:\$_91.80
Rate: <u>\$ 99.10</u>
Rate:
Rate;\$115.60
Rate:\$124.80
Rale:

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

Effective Date: <u>N/A</u>	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 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 bargain ng 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 part cipates 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 electron 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 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 to the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

R:PPA data feestian to April 2009 expirations rate increase letters_FBCAVindiane Constructors PA with weekly rates,wpg

7. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-line 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 cellective 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, layof/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 uni ormed 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 pay nent 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 payroli 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.

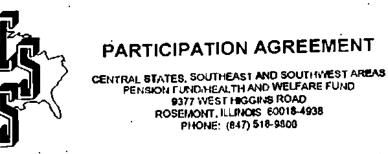
14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

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.

Endy Brothers Inc Local Union No. 716 Redacted by U.S. Department Redacted by U.S. Department of the Treasury of the Treasury Printeo Name and The <u>8 - 5 -</u> Date 8-2-07 Date RECEIVED 915 5 Somerset Ave Indianapolis SEP 0 8 2009 Complete Address of Employer GIT 244-3343 <u>(317) 240-5958</u> CONTRACT DEPARTMENT Fax Number Telephone Number Federal Employer Identification Number 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 Division - ICA, Inc. and Teamsters Joint Council No. 69_____

Is the Employer an itinerant construction company working on a project or on a seasonal basis: Yes _____ No ____



ENAL OVER TRUETERS MOVE AND MADCLIGHLL ARTIN IS M SLASS, JR. DAVID F MORESCH TOREL VENTLERA DAVID L DEVITERA

REDUTINE DIRECTOR

1. The Union and Employer sures to be bound by the Trust Agreement(s) of the Ponsion Fund and/or the Healst and Vielfare Fund, stil 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 per <u>day</u> week/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

floctive Date: <u>4-29-05</u>	Rais <u>\$34.00 per day</u> - not to exceed \$170.00 per week
Mective Date:	Rale:
Mectiva Date:	Raia;
Bactive Dates	Rate:
flocityn Dale;	Rate:

3. The Employer shall contribute to the Heelih and Welfare Fund per week (the "Contribution Ported") for each Covered Employee at the following rates:

Effective Date:	Rale:
Effective Date:	Rate: RECEIVED
Effective Date:	Rate:
Effective Dale:	Rate:CON3PACT
Ellostvo Dale:	Rate: DEPTIFICAENT

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 effective bargaining agreement of this Agreement, shall be the tates in effect on the last day of the collective bargaining agreement or the termination of this Agreement, shall be the tates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce berafit levels if the contribution falls is of becomes last man the their published rate for the applicate banget plan or claster.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the term nation of a collective bargelining agreement and during a strike exceptine contributions shall be due during a strike unless the Union and the Employer multically agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate unait of terminate unait of terminate unait of terminate unait of 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) have received a written notice directed to the Fund(s). Convects Department at the address specified above sould by contribute. In the event the Employer participates in both the Persion 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 bargaining agreement is signed or the Employer and the Union agree to change the Collactive bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by contract (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution of dation 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 affect terms enforceable.

7. Encourses 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 tregular duration) unless the collective bargaining agreement exploses. Covered Employee shall not include any person employees. Covered Employee shall not include any person employed for the principal purpose of oblaining boness from the Fund(s).

8. The Employer agrees to rainit contributions on both if of each Covered Employee who receives, of is anticled to raceive, compensation for any part of the Contribution Period (regardless of whether the employment retationship is fermineted), including above up time pay, oversinite pay, holiday pay, disability or illness pay, tayoff severance pay, vacation pay or the payment of wages which are the result of any Natorial Labor Relations Board proceeding, prevence/artitration proceeding or other logal proceeding or settlement. If the collective bary mining agreement states that commutants shall not be due on newly bited. Covered Employees for a specified waiting period, in required by the applicable collective bargaining agreement, contributions shall not be due on newly bited. Covered Employees for a specified waiting period, if required by the applicable collective bargaining agreement, contributions in a 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 any Covered Employee who is a re-complete state momber of former service member but for his or her absence during a period of mitormed service as defined with 0 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 point month and must pay all contributions gived for the prior month. In this event of a definitely, a) the Employee stail 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 time do not the provide the fund(s) from the detegated 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 time do not the accurate after the Employer has become definition in their defegated representative, the payment of contributions that accurate after the Employer has become definition in 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 Wetfare 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 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 arc, the Employer shall pay any interneys' 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 growance/subitation procedure set forth in any collective basistering 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 advocadges that it is aware of the Fund(s)' advorse selection rules (including Special Bulletin 90-7) and agrees that while his Agreement ternains in effect, it will not enter into any agreement that violates be advarse 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 ferme of this Agreement, including actions to collect definquent contributions or to conduct audits, the Illinois ten year written contract statute of illinitations shall apply. The Employer agrees that the statute of illinitations shall written notice of the extense of the Employer is the Fund(s) receive actual written notice of the extense of the Employer's liability.

This Agreement may not be orally modified or terminated.

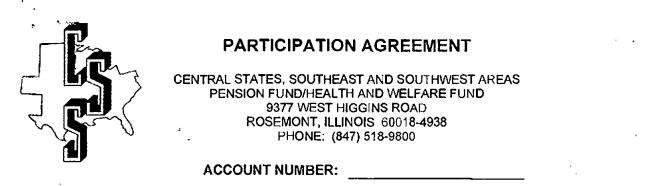
IN WITNESS WHEREOF, said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

<u>Grand Blanc Cenent - Drivers</u> Employer Name
Redacted by U.S. Department of the Treasury
L. BELDARLY I. J. ANI. J. J. M. 193 N
10709 S. Center Road
Crand Blanc, ML_48439 Complete Address of Employer
<u>(810) 694-7500</u> Telephone Number
351595939 Federal Employer Number

Local Union No. 332	
Redacted by U.S. Department	
of the Treasury	

If the Employer is signalory to a National or Group Contract, indicate the name of such Confract

Is the Employer an Einstant construction company working on a project or on a seasonal basis: Yes ____ No ____



THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southcast 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.

3.

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:	2-6-2015	Rate:	\$44.80 per day
Effective Date:	2-6-2016	Rate:	\$46.60 per day
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 ratos:

Effective Date:		Rate:	
Effective Date:		Rate:	
Effective Date:		Rate:	
Effective Date:	<u>, </u>	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 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 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.

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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 grevance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)⁴ 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.

Grand Rapids Gravel Company	. Lo Redacted by U.S. Department
Redacted by U.S. Department of the Treasury	of the Treasury
Printeo Name and The	Printed Name and Title
5-21-15	5/19/2015
Date Complete Address of Employer	Date / / /
	JUN 1 6 2015
Telephone Number Fax Number	JUN 1 6 2015
Federal Employer Identification Number	CONTRACT DEPARTMENT
If the Employer is signatory to a National or Group Contract,	
is the Employer an itinerant construction company working o	n a project or on a seasonal basis? Yes No

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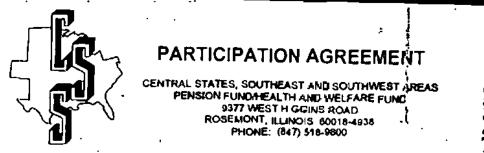
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UMPLOYEE SILISTEES MAY CASH ADE CRIME JERRY YOLHO**BY** DECRIGE & MCS/R.EY MALIFE TOLAD

EMPLOYER SALESBER HOWER BE BATE, JA AND F HORAGE DAVE F HORAGE TOWE WENTER HAMES & USUATO

BURCHINE CHOCICE ROMALD & HERALANDA

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 Wettare Fund ("Realth and Wetfare Fund") in accordance with its collocitive bargeining agreement with the Union covering the job classification(s) of: ______ and any other job classification covered by the collective bargeining agreement.

 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.

The Employer shall contribute to the Pension Fund per ______week/day/hour (choose one) (the "Contribution Period") for each Coverad Employee at the following rates: ______

	Effective Date: 07/01/04	Rater 124.00 ptz week
- .	Effective Date: 07/01/05	- Rale: 128.00 per veak
	Effective Date: 07/01/06	Rate: 132.00 per week (w. + 23g) an
	Effective Data:	Rate:
	Effective Date:	Rate:
•	· · ·	• • • • •

3. The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

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	Effective Date: 06/27/04	Rale: 207.70 per_wook
	Effective Date: 06/26/05	Rule: 207 70 per week
C D L	Effective Date: 06/25/06	Rale: <u>Rate; required</u> to maintain Plan C4
KAY	Effective Date:	Rate: not to exceed \$231.70.
	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 part is may execute an interim agreement establishing contribution rates during the penods when a new collective bargaining agreement is being negotiated. In the obsence of an interim agreement, the contribution of a collective bargain of a collective bargaining agreement or the termination of the contribution of the execution of a new collective bargaining agreement or the termination of the second or the termination of the ter

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargelning agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in will no 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 nr statute to commute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the endress specified above sent by certified mail with return receipt requested which describes the rease with the Employer is no longer obligated to contribute. In the event the Employer participates in both the Period and the termination referred to in a) or b) refates 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 prominity 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 enforcement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforcement and

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 imagular duration) unless the could be bargaining agreement explicitly excludes contributions on casual employees. Covered Employee's saft not include any person employed in a managenal or supervisory capacity or any person employed for 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, viriation pay or the payment of wages which are the result of any National Lebor Relations Board proceeding. If each controlutions shall not be due on newly hired Covered Employees for a specified waiting period, no conditional to each explosion and proceeding or settlement. If the collective bargaining agreement is each of any shall be due until the Covered Employee completes the specified waiting period. No condition is shall be due until the Covered Employee completes the specified waiting period. If required by the app cable collective bargaining agreement, contributions shall also be made to the Fund(s) on behaft of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not covered Employee who is a re-employee savice membar 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.

10. The Employer shall provide the Trustees with access to its Payroll records and other pertinent records when requested by the Fund(s). If Eligation is required to ether obtain access to the Employer's records 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 hargaining 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 wit not enter into any agreement or engages in any practice that violates the adverse selection rules,

13. This Agreement shart 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 de nouent controbutions or to conduct aud. Is, the fuir oisten year written contract statute of firstations shall apply. The Employer agrees that the statute of firstations 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 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.

Graycor Industrial Constructors, Inc.	
Redacted by U.S. Department	Redacted by U.S. Department of the Treasury
Presso Name and Late One Graycor Drive	Partico Name and Title
36-0398220i Federal Employer Number	Fax Number RECEIVED SEP 2 6 2005 TEANSTERS LOCAL 130
If the Employer is signalory to a National or Group Con National Maintenance Agreement	tract, Indicate the name of such Contract:
is the Employer an itinerant construction company worki	ing on a project or on a seasonal basis. Yes No 37.11.248 CONTRACT
rev. 08/99	37.11.248 CONTRACT DEPARTMENT

F	PARTICIPATION AGREEMENT	RECEIVED
5	CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938	SEP 1 1 2014
	PHONE: (847) 518-9800	CONTRACT Department
	ACCOUNT NUMBER: 3273170-0108-06247A	

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 Wettare Fund ("Health and Wettare 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 amondments subsequently adopted as well as all rules and regulations presently in affect 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:	4/1/14	Rate:	\$142.20 weekly
Effective Date:	4/1/15	Rate:	\$148.60 weekly
Effective Date:	4/1/16	Rate:	\$154.50 weekly
Effective Date:		Rate:	
Effective Date:	<u> </u>	Rate;	

3. 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:	<u> </u>
Effective Date:		Rate:	
Effective Date:	<u></u>	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 axecute 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 ratio to energy termination 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 notifier of their decision to the Employer specifying the date of 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 by certified mail with return receipt requested which describes the reason why the Employer la 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 disclasimer of interest. In the event the Employer participates in both the Pension Fund and the Health and Walfare 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 disclasimer 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 cher 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 the paragraph, shall not be binding on the Trustees and this Agreement and the written agreement that purports to retruscively 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 main payshe to the Fension Fund or c) an agreement that purports to prospectively reduce the Contribute to the Fension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agroement, the tarm "Covered Employee" shall mean any full-time or part-time employee covered by a collective transming agreement requiring contributions to the Fund(s) and includes casual employees (Le. 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 transming agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employeed in a managerial or supervisory capacity or any person employee 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 wegee which are the received of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other lagal proceeding or sertionent. If the collective bargelining agreement states that contributions shall not be due on newly hired. Covered Employees for a specified weiting period. If required by the applicable collective bargelining egreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee the Supply 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 delagated 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 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 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 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 options taken by the Trustees to enforce the terms of this Agreement, including actions is collect delinquent contributions or to conduct sudits, 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 existance 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.

Graybur Electric Compan	y, mc.	Local Union No. 247
Redacted by U.S. D		Redacted by U.S. Department
	epartment	of the Treasury
of the Treasury		of the freasury
Printed Name and Title	·	Printed Name and Tible
9/11/14		
Date / /		Date
900 Regency Drive		
Giendele, E. 60139		_
Complete Address of Emp	loyer	_
(314) 573-6847	(314) 573-6697	
Telephone Number	Fax Number	
13-0794380		
Federal Employer Identific	ation Number	-
If the Employer is signator	y to a Netional or Group Contract,	indicate the name of such Contract:

G.V.Designi Paralithermatication PA Visit esc - 81/25/2005

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Fer	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 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.

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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:

Effective Date:	12-1-12	Rate:	\$90.70 per week
Effective Date:	12-1-13	Rate:	\$95.20 per week
Effective Date:	12-1-14	Rate:	\$99.00 p er 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:	N/A	Rate: N/A	
Effective Date:	<u> </u>	Rate:	REO
Effective Date:		Rate:	EIVED
Effective Date:		Rate:	
Effective Date:		Rate:	Cont 1 4 2013
			DEPARTACT

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 and the Fund(s) have received a written notice directed to 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 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 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.

GREAT LAKES EXPORT		299 Local Union No.
Redacted by U.S. I of the Treasury	Department	Redacted by U.S. Department of the Treasury
Printed Name and Title	·	Printed Name and Title
- 12-3-12		12-3112
Date		Date
623 LYCASTE		
DETROIT, MI 48214		
Complete Address of Em	ployer	<u> </u>
313 822-6162	313 822-1110	
Telephone Number	Fax Number	
38-2855975		
Federal Employer Identifi	cation Number	—
If the Employer is signato	ry 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 ____

JAN 1 4 2013 CONTRACT DEPARTMENT

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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:

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.

t. 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 amenements 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 cach Covered Employee at the following rates:

Effective Date:	6/1/13	Rajo:	\$55.10 dally
Effective Date:	6/1/14	Røle:	\$57.30 daily
Effective Date:	6/1/15	Raje:	\$59.60 daily
Effective Date:	6/1/16	Rate:	\$62.00 daily
Effective Date:	6/1/17	Rate:	\$64.50 daily

3. 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:		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 cent by cartified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or during the date the NLRB certifies the result of an election that terminates the Union's representative status terminates through a valid disclarmer 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.

-1-

From

TO-JOHN E. GREEN

Page 05

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: e) an agreement that purports to retroactively eliminate or 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 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, componiation (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 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 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 yoar 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.

-2-

Received Apr+23-13 10:5/lam From-

TO-JOHN ELGREEN

Page fi9

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.

Jinn E Green Company

Redacted by U.S. Department of the Treasury

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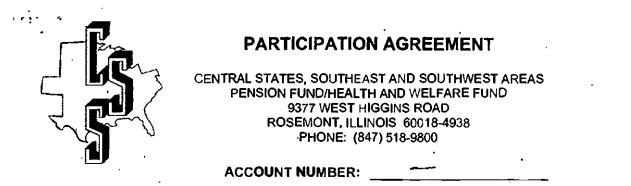
Local Union No. 247

Redacted by U.S. Department of the Treasury

	Printed Name and Title
5/3113	7-25-13
Date Withter AVE	Cate
Highland Park, MIT 48623	RECEIVED
3139665 3400 313967-0685 Telephone Number Fax Number	JUL 3 0 2013
BE-CCCISCO Federal Employer Identification Number	CONTRACT DEPARTMENT

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract: AGC of Michigan, Non-associated Employer

Is the Employer an itinerant construction company working on a projection	ect or on a seasonal basis?	Yes	No
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Received Apr-73-13 10:50am From-	To-JOHN E, GREEN	Page 18	



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 Weifare Fund ("Health and Weifare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): <u>Drivers and Warehouse Driver/General Warehouse Combination</u>.

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:	4/1/14	Rate:	\$274.00
Effective Date: _	4/1/15	Rate:	\$290.40
Effective Date:	4/1/16	Rate:	\$302.00
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:	<u> </u>
Effective Date:	 Rate:	<u>_</u>
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 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. 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 rosult 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 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 cption 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.

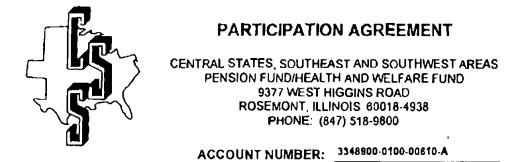
12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

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.

John E. Green Company, Inc.	Local Union No. 406
	Redacted by U.S. Department
Redacted by U.S. Department	of the Treasury
of the Treasury	
	Printed Name and Title
	3/12/2014
Date	Date
	Date
778 Bridgeview South	-
Saginaw, MI 48604	
Complete Address of Employer	m
	······································
989-752-5100 989-752-0424 Telephone Number Fax Number	-
Federal Employer Identification Number	
f the Employer is signatory to a National or Group Contract, in	diasta the same of such Contract
the chipoyer is signatory to a Mational of Group Contract, in	uncale the frame of such contract.
<u> </u>	
	RECEIVED MAR 2 1 2014
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	DEPART
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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 accordance with its collective bargaining agreement with the Union covering the following job classification(s): <u>Truck Driver</u>

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

1. The Union and Employer egree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund and all emendments 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:	08/24/2012	Rate:	\$85.60	63 40
Effective Date:	06/24/2013	Rate:	\$89.00	84 -
Effective Date:	08/24/2014	Rate:	\$92,60	67.60
Effective Date:	06/24/2016	Rale:	\$98,30	96.30
Effective Date:	06/24/2016	Rale:	\$100.20	1150.20

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

Effective Date:	08/24/2012	Rate:	\$241.50 - Plan C-4 Without	TECEIVER
Effective Date:		Rate:	R-4 Coverage	2012
Effective Date.	06/24/2013	Rate:	\$255 90*	AUG 1 4 2012
Effective Date:	08/24/2014	Rate:	\$278,40*	- AUGONTRACT
Effective Date.		Rate:	*Not to exceed	DEPART

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 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 mulually 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 NLR8 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 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. The following agreements shall not be valid: a) an agreement their 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 env full-time or part-time-employee covered by a collective bargaining agreement req tring 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 casuat 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 lhat 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 altorneys' 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 precise 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 itability.

14. This Agreement may not be modified or terminated without the written consent of the Fund(6). 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.

Grossman Iron & Steel C	Company	610 Local Union No.
Employer Name		
Redacted by U.S. Department of the Treasury		Redacted by U.S. Department of the Treasury
Printed Name and Title		Printed Name and Title
8/14/12		8-1-12
Date		Date
5 North Market Street		·
St. Louis, MO 63102		
Complete Address of Em	ployer	
314-231-9423	314-231-6983	
Telephone Number	Fax Number	
430302	1950	
Federal Employer Identifi		
If the Employer is signate	bry to a National or Group Contract	Indicate the name of such Contract;
		X

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes _____ No ___

RECEIVED AUG 1 4 2012 CONTRACT DEPARTMENT



PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTH EAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800 NURACIYAR TRUSTEES MED GEGARE MAYA KUMGAH DOORDE J MARTUER DUORDE J MARTUER DUORDES A MARTUER MALEYE VOLAG

EMPLOYER TRUSPESS ACCOUNTS AND MECOROMAL ACCOUNTS AND ACCOUNTS, AR TOM J. VENTURA DAMEL J. BOJTTO GAMY F. CALOWISL

NISCHENC LINECTOR THEMAS CONTRACT

Account No. 3349900-0109

THIS AGREEMENT sets form 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 Wettare Fund ("Health and Wettare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of: _________ All covered classificationa _________ and any other job classification covered by the coffective 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 'Vettare Fund, at 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 <u>per week-day-hour (choose one)</u> (the "Contribution Pened") for each Covered Employee at the following rates:

Effective Date:	06/01/2003	Rate: <u>\$158.00</u>
Effective Date:	06/01/2004	Rate:
Effective Dater		Rate:
Effective Date:		Кам:
Effective Date:		Rele:

3. The Employer shall contribute to the Health and Welfare Fund per week/hour (choose one) (the "Contribution" Penod") for each Covered Employee at the following rates:

Effoctive Date:	06/01/2003	Rate: \$219.70
Effective Date:	06/01/2004	Rate: \$243.70
Effective Date:	05/01/2005	Rate <u>\$267.70</u>
Effective Date.		Rate:
Effective Date:		Rate:

I. 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 reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit pion 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 whiting otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees docide to term inster the Agreement and provide written notice of their dec > on 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 certrine 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 of 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 bas been submitted to the Fund(s) shall alone remain enforceable

The For purposes of this Agreement, he term "Covered Employee" shall mean any full-time or part-timeemployee coverant 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 managinarial event visory capacity or any person employee 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 ontitled 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 liness pay, layoff/severance pay, vecetion pay or the payment of wages which are the result of any Nahonal Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement of the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees to a specified waiting period, no contributions shall be due until the Contributions is not working due to the Fund(s) on behalf of any Covered Employee who is not working due to the states of any leven if the Covered Employee is not entitled to compensation. The Employee who is not working due to the states of any covered Employee is not entitled to compose to compare the result of any Covered Employee who is not working due to the states of any covered Employee who is not entitled to compensation. The Employee who is not working due to the softenewise 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 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 timited to new hrees, layoffs or terminations) which occurred during the phor month and must pay all contributions owed for the phor month. In the event of e dai nquency, a) the Employer shall be obligated to pay interest on the morites due to the Fund(s) from the date when psyment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not innited to, attorneys' levels and costs and b) at the option of the Trustees or their collegated representative, the payment of contributions that accrue after the Employer has became delinquent shall be accelerated so that the contributions owed for each colledate so that the contributions build by the Employer fails to report contributions that accrue after the Employer must pay the contributions blied by the Heelth and Welfare Fund regardless of actual terminations, teaves of absence, by offs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay recurred 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 brings 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).

t1. The Trustees 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.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse sciention 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.

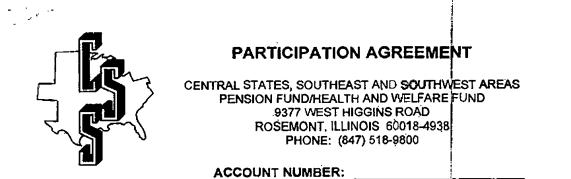
13. This Agreement shall in all respects be construed according to the taws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to contact definquent contractions or to conduct audits, the Winde's tan year written contract stabile of limitations 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 tiability.

14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict behaven 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.

Grosso C astruction Compan	Y	
Redacted by U.S. Depar of the Treasury		Redacted by U.S. Department of the Treasury
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4594. B W R.	<u> </u>	-
KANKAKE, /L Complete Address of Employer	60901	
85.932-9119	215 932-94/8	\$
Telephone Number	Fax Number	-
26-3636726	_	
Federal Employer Number		-
If the Employer is signatory to a	onstruction Acreement	act inside the name of such Contract:
ts the Employer an ilinerant con	struction company worke	ng on a project or on a seasonal basis: Yes No

3385800-0101-0024



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:	3/30/14	Rate:	\$138.10
Effective Date:	9/1/14	Rate:	\$143.60
Effective Date:	9/1/15	Rate:	\$149.30
Effective Date:	9/1/16	- Rate:	\$155.30
Effective Date:		Rate:	

3. 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:		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

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.

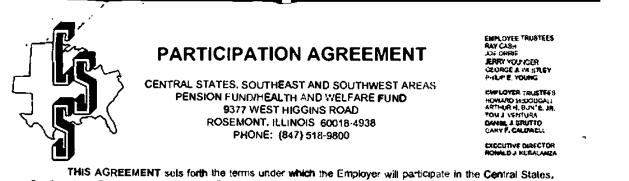
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M. C. Gutherie Lumber Company	247
Employer Name	Local Union No.
Redacted by U.S. Department	Redacted by U.S. Department
of the Treasury	of the Treasury
Printed Name and Title	Printed Name and Title
3/18/15	7-9.15
Date	Date
12152 Merriman Rd.	
Livonia, MI 48150	
Complete Address of Employer	
(734) 513-5777 (734) 513-5785	
Telephone Number Fax Number	
38-1247336	
Federal Employer Identification Number	
Is the Employer an itinerant construction company working on a	project or on a seasonal basis? Yes No
	RECEIVED
	AUG 1 2 2015
	CONTRACT
	DEPARTMENT

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THIS AGREEMENT suls 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: <u>Truck Druck Druck</u> and any other job classification covered by the collective bargaining agreement.

مسيرية سالمان بالامتحال والمراجع الالتين بسياميا وبالحار

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pens on Fund and/or the Hoalth 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 _______ fs_____ per week/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

Effective Date. 10-22-01	Rate: <u>*55</u>
Effective Date:	Rate:
Effective Date:	Rale:
Effective Date:	Rate:
Effective Date:	Rate:

3. The Employer shall contribute to the Health and Wettare Fund per week/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates: N (A

Effective Date:	Rate:
Effective Date:	Rate:
Effective Date:	Rate:
Effective Dale:	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 exec the 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, 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 be offit 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 efficient 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 on gated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Weltare 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 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 behaf of each Covered Employee who receives, or is onlitted to receive, compensation for any part of the Contribution Period (regard'ess 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, 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 impass 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 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, layo'fs or terminations) which occurred durying 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 duo, 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 1 e Employer has become delinquent shall be accelerated so that the contributions weed for each calendar week (Sunday through Saturcay) 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, teaves of absence, layoffs or other changes in the workforce. The Trustees reserve the nght 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 Intigation 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 ontell 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.

H.P. PRODUCTS CORPORATION	Local Union No. 337
Redacted by U.S. Department of the Treasury	Representative Signature
	Printod Name and Title
<u>4220 Saguaro Trail</u> <u>Indianagolis IN 46267</u> Complete Accress of Employer	RECEIVED CONTRACT
(317) 293 · 1950 (317) 293 - 0451	2: 08
Telephone Number Fax Number 35 - 1116876	3 PT.
Federal Employer Number	

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

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 8377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9600

EMPLOYEE TRUBTELS FRED GOGANI RERY YOUNDER GEORGE & WESTLEY CHURLES & WHOBREY PHLIP & YOUNG

EMPLOYOR TRUSTEES HOWARD MEDUGALL ARTHUR H BUNIE, JR. TOM J, VENTURA GARY F, CALOWELL ONRIGTOPHER J, LAHO

EXECUTIVE DRECTOR THOMAS C. MYHAN

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, Southoast 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 classification(s): ______Drivers other job classification covered by the collective bargaining agreement.

3.

Effective Date:

Effective Date:

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 successore.

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

Effective Date: 5/1/2010	Raie: 36.00 per day
Effective Date: 5/1/2011	Raie: 36.00 per day Raie: 38.20 per day
Effective Date:	Rale:
Effective Date:	Rate:
Effective Dalo:	Rate:
The Employer shall contribute to the He	ealth and Welfare Fund for each Covered Emptoyee at the following rates:
Effective Date:5/1/2010	Rate: 9.05 per hour
Effective Date: 5/1/2011	Rate: 9.05 per hour
Effective Date:	Rote:
Effective Date:	Rate:

Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each 4. 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 penods 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 codective bargaining agreement. However, the Trustoes reserve the right to reduce benefit levels it 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 Employe's obligation to pay contributions shall not terminate until a) the rustees 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 ob gated 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 Employe: participates in both the rension 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 6 collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mali (return receipt requested) at the address specified above. Any agreement or understanding which alfects 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 enforceab ... The following agreements shall not be valid; a) an agreement hat 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 emoloyees (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 cottective b Helaning anreament explicitly excludes casual employees from participation in the Health and Weifare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed to the principal purpose of obtaining benefits tom 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, 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 watting 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.

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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 as 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 adverte attentive the term device attention of the order attention of the accelerated so that the contributions owed for cache date when a payment of contributions that accrue attentive the Employer has become delinquent shall be accelerated so that the contributions owed for cache date workforce on lime, the Employer must pay the contributions billed by the Health and Weffare Fund regard ess of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the night to term hate the participation of any Employer that fails to timely pay required contributions,

10. The Employer shall provide the Trusters with access to its payroll records and other pertment records when requested by the Fund(s). If fligation 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 stature 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 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 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.

Haier Plumbing & Heating, inc.	50	
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury	
Date 4/18/11	14-1-11 Date	
301_N_Elkton_Street Okawville, IL 62271 Complete Address of Employer	RECEVED	
(618 243-5908 <() Telephone Number Fax Number	MAY 0 5 2011	
Federal Employer Identification Number	CONTRACT DEPARTMENT	
If the Employer is signatory to a National or Group Contract, indica Articles of Construction		

is the Employer an Itinerant construction company working on a project or on a seasonal basis: Yes X___ No ____

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PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 600184938 PHONE: (847) 518-9800 EMPLOYEE THUSTEE® NAT CASH ADF ORRE JEMMT TOJNOEM GEORGE & WESTLEY PHILP E YOUNG

EMPLOYER TRUSTERS HOWARD MODUSALL AN INGREM, BUNITE JR DAVES P. MURDISEN TOM J. VENTURA DANIEL J. SRUTTD

EXECUTIVE DIRECTOR RONALD & KUNALAASA

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 bergaring agreement with the Union covering the tob classification (a) of: drivers/warehouse

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 per week wendday/hour (choose one) (the "Contribution Penod") for each Covered Employee at the following rates:

Effective Date: March 15, 2009	Rate:\$99.10
Effective Date: March 15, 2010	Rate*\$107.00
Effective Date:	Rato:
Effective Date:	Rate:
Effective Date:	Rate:

3. 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:	Rate:
Effective Date	Rate:
Effective Date:	Rate:
Effective Date:	Rate:
Effective Date:	Rate:

4. Consulton 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 Trustoes 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 of payment at the address specified above sent by certified mail writi return receipt requested which describes the reason why the Employer is no longer obligated to contribute in the Health and Weifare Fund and the termination referred to m a) or b) relates to only one Fund, been 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 onforceable.

7. For purposes of this Agreement, the term Covered E hployees 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). 37.11.272

B. The Employer agrees to remit contributions on behalf of each Covered Employee who receives or is enlitted to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overlime 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 rilness 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 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 imited 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 is mado, 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 or their delegated representative, the payment of 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 Iteath and Wettare 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 payrolit 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 fecords, 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 control to any grievance/arbitration procedure set forth in any cottective 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 consirued 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 devinquent 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 tability.

14. 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.

Roberts Lizentition CompanyAlajoea Corporati, n	Local Union 120
Redacted by U.S.	Redacted by U.S. Department
Department	of the Treasury
of the Treasury	
T THREE METTER BILL THE	Printed Name and Title
7300 Northland Drive	
Maneapolis, MN 55428	
Complete Address of Employer	RECEIVED
<u></u>	THE CEIVED
Telephone Number	DEC 0 5 2008
Føderal Employer Number	CONTRACT Department
If the Employer is signatory to a National or	r Group Contract, Indicate the name of such Contract.
Is the Employer an itinerant construction co	ompany working on a project or on a seasonal basis: Yes 🔲 No 🔀



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: 3427700 - Local 20

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): driver - warehouse

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

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:	05/07/2012	Rate:	\$71.70/week
Effective Date:	05/01/2013	Rate:	\$74.60/week
Effective Date:	05/01/2014	Rate:	\$77.60/week
Effective Date:	05/01/2015	Rate:	\$80.70/week
Effective Date:	05/01/2016	Rate:	\$83.90/week

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 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 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 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 blocking 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 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 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 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 Covored 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 the 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 Seturday) 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 bergalning 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 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 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.

HALOCA COPPORATION	Local Union No. 20
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Printed Name and Title	
Jate 127 Coulter Avenue Ardmore, PA 19003 Complete Address of Employer 610-649-1430 Telephone Number 23-2203401	1_27.14 Dete
Federal Employer Identification Number If the Employer is signatory to a National or Group Contract, Indic N/A is the Employer an itinarant construction company working on a p	s
	roject or on a seasonal basis? Yes No
	RECEIVED

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JAN 3 1 2014

CONTRACT DEPARTMENT

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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: 3433520-0103-00247A

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.

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

Effective Date:	not applicable	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 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 dunng 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.

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, 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 Wetfare 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 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.

-2-37.11.278 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
	of the Treasury
	Printed Name and Title
	4/10/13
	Date
248) 442-8741	AUG 1 2 2013
ax Number	AUG 1 2 2013
	CONTRACT Department
umber	DEPARTMENT
	ax Number

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes No	
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PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDMEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (647) 518-9800 EMPLOYEE TRUSTEES NAY CASH JOE ORREE JERRY YOUNDER GEORDE: A WESTLEY FRUP E, YOUNDER

MPLOYER TRUSTELS OWARD MODULALL RTNUR H. BUNTE, AL AVEJ F. MORRESON 2011 VENTURA MIEL J. BRUTTO

EXECUTIVE DIRECTOR

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Arras 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: <u>Drivers</u>

 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 <u>day</u> week/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

Effective Date: May 1st, 2002	Rate: \$18.80	-
Effective Date: May 1st, 2003	Rate: \$20.60	
Effective Date: May 1st, 2004 -	Rate: \$22.80	
Effective Date: May 1st, 2005	Rate: \$25.60	
Effective Date:	Rate:	

3. 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:	Rate:
Effective Date:	Rate:
Effective Date:	Rate:
Effective Date:	Rate:
Effective Date:	Ralo:

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 combinition 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 levals 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 screement 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 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 antire agreement and inciding 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 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 aloge remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee' shall mean env ful-time or part-time employee covered by a collective bargehing 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 bargehing agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employeed for the principal purpose of obtaining benefits from the Fund(s).

37:11.280

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, desability 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 bergaining 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 @greement, 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 service members 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 fimited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions used for the prior month. In the event of a delinquency, a) the Employee 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 paymant is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' feets and coals 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 regradees of actual terminations, leaves of absence, knyoffs 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' face 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 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 liability.

14. 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.

Hank's Excavating & Landscaping	Local Union No. 50
dacted by U.S. Department he Treasury	Redacted by U.S. Department of the Treasury
5825 West Highway 161	· · · · · · · · · · · · · · · · · · ·
Belleville, IL 62223	-
Complete Address of Employer	
(618) 398-5556	
Telephone Number	
37–1273004	
Federal Employer Number	
If the Employer is signatory to a National or Group Articles of Construction	Contract, indicate the name of such Contract:
· ·	01 :8 HA 6- T30 S0
is the Employer an itinerant construction company	working on a project or enja seasonal basis: Yes X A

PARTICIPATION AGREEMENT
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDHEALTH AND WELFARE FUND
9377 WEST HILLING ROLL ROSEMONT, ILLINGIS GO18-1028 PHONE- 18471 518-9300
ACCOUNT NUMBER: 3486450 - 0104-00135 A

THIS AGREEMENT sets forth the forms under which the Employer will participate in the Central States, Southeast and Southwast Arons Pension Fund ("Punsion Fund") and/or the Central States. Southeast and Southwast Amons Health and Welfun

and any other job classification covered by the called to the participation agroupment

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The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund anythin the Health and Westare Fund and all amondments subsequently adopted as well as all rules and regulations presently in affort or subsequently shopled by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their supramenta

The Employer shall contribute to the Pension Fund for each Covered Employee at the following rating

Ellocive Dalo.	9-1-14	Rate:	148.80 WK
Effective Date:	9-1-15	Rate:	147.00 402
Effective Date:	· · · · · · · · · · · · · · · · · · ·	Rələ	
Effective Date:		Rato:	
Effective Date	· · · · · · · · · · · · · · · · · · ·	Rato	میرونیون ورون ورون اینون است. مار

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

Effective Deter	و المسادية مساحد وراد و مساوي مسور	Rate.	
	—	Rale.	
Effortive Date:		Raio.	
Effective Date:			•
Effortive Date:		R.nc:	
Effective Oalct		Rule.	a construction of the second

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 pendes when a new pollocitive bargaining agreement is being negotiatod. In the absence of an interim agreement, the contribution rate required to be paid after termination of a rediccive bargaining agreement and prior to either the execusion of a new colloctive bargaining agreement or the termination of the Agreement, shall be the roles in effect on the last day of the terminated collective bargaining agreement. However, the Trustues reserve the right to reduce benefit levels if the contribution rate is or becomes tass than the then published rate for the applicable benufit plan or class

This Agrooment and the obligation to pay contributions to the Func(s) will continue after the tormanution of a colloctive bargaining agreement except no contributions shall be due during a strike unloss the Union and the Employer mutually upron in writing otherwise. This Auroomant and the Employor's obligation to pay contributions that not terminate until a) the Trustees decide to terminals the participation of the Employer and provide wattan police of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer oblighted by a contract or statute to contracts the Fund(s) and the Fund(a) 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 data the NLRB contines the result of an election that forminates the Union's representative status or it) the date the Union's representative status terminates through a valid disclaimer of interest. In the event the Employer participates in both the Pansion 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 office with respect to the other Fund. In the event an NLRB eloction or disclarmer of interest reformed to in c) or (i) rotates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

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CONTRACT DEPARTMENT 6. When a new collective burgaining automost is agrical or the Employer and the Union agree to change the collective barge ning agreement, the Employer shall promptly submit the union agreement or modification to the Fund(s)' Contracts Department by certified mail (return recent requested) at the oddress specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not burn astructured to the Fund(s) for requested by this paragraph, takefind to the Fund(s) on the Tractery and this Agreement and the whiteh agreement(s) that has been submitted to the Fund(s) shall allow remain enforceable. The following agreements shall not be valid above that purports to retroactively almost or reduce the Employer's statutory or contractuation to be contribution in the Fund(s) is an agreement that purports to prespectively almost or reduce the employer's statutory or contractuation to be contribution in the Fund(s) is an approximation. The properties to prespectively almost the duty to contracte the employer's statutory or contractuation to be an approximation that purports to prespectively almost the duty to contracte the employer's to prespectively almost the duty to contracte the tension Fund during the stated tension fund function of a collective burgaining agreement that the been accepted by the Pansion Fund function.

7. For purposes of this Agreement, the form "Covered Encloyee" shall mean any full-time or part-time employees coverist by a collective burgainloy agreement registrary contributions to the Fund(s) and includes casual employees (i.e. short torm employees who work (or uncertain or integritar duration) rectored a result employee short not be a Covered Employees with respect to the Health and Wetfare Fund (I the collective torgaining operament explicitly controles casual employees from purbounds in the Health and Wetfare Fund (I the collective torgaining operament explicitly controles casual employees from purbounds in the Health and Wetfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal ourpose of obtaining benefits from the Fund(s).

8 The Employer agrees to remit contributions we totall of each Covered Employee for any priorit torking, whereves, or is entitled to receive, companyation (regardless of whether the employment relationship is terminated). Including show up time, pay, overtime pay, holiday pay, disability or itenses pay, layott/severance pay, vacation pay or the payment of waves which are the result of any National Labor Relations theart proceeding, prievance/artitration proceeding or other legal proceeding or settlement if the collective bargaining agreement states that contributions shall not be due on newly hind Covered Employees for a specifier wating period, no contributions shall be due until the Covered Employee completes the specified wating period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on hahalf of any Covernd Employee for a law of coverned Employee is not entitled to complete the play oven it the Covered Employee is not entitled to complete the play oven it the Covered Employee who is a magenetic on the play of any barrier shall proyon any ownit is not working due to therwise been play on any Covered Employee who is a re-employed service member or former survice member but for his or her observe during a period of uniformed vervice as defined at 32 C.F.R. §104.3.

9. On or before the 15th day at each month, the Employer must report to the Funct(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the poor month and must pay all contributions owed for the prior month. In the event of a delegency, a) the Employer shall be obligated to pay interest on the monter runs to the Funct(s) from the date when payment was due to the date when the payment is made, top/dhmr with all expenses of noticeties including the the funct(s) including, but not functions that delegency at the costs and b) at the option of the prior with all expenses of noticeties including the the payment of cultivations that across site the Employer has become doling out that the option of the bit option of the contributions owed for sach calendar week (Suntlay through Sutures) shall be due on the following the Employer flags to report thanges in the coverad workforce on time, the Employer must pay the contributions bitled by the Funct(s) inductions that across of the employer must pay the contributions bitled by the following the Employer flags to report thanges in the coverad workforce on time, the Employer must pay the contributions bitled by the Hamiles in the coverad workforce on time, the Employer must pay the contributions bitled by the Hamiles in the coverad workforce on time, the Employer must pay the contributions bitled by the Hamiles in the coverad workforce on time, the Employer must pay the contributions. The Trustees reserve the dight to formination of any Employer that following the to forminate the participation of any Employer that following the to terminate the participation of any Employer that follows.

10. The Employer shall provide the Trustees with access to its payers' records and other pertinent records when requirised by the Fund(s). If Signalon 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).

11 The Trustnes shall not be required to submit any dispute concorning the Employer's obligation to pay contributions to any griavance/arhibition procedure set forth in any collective transming 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.

t3. This Agreement shall in all respects to construed according to the laws of the United States. In all actions taken by the Trustees to enforce the forms of this Agreement, including actions to collect definquent contributions or to conduct audits, the Itilinois ten your written contract statute of limitations shall epply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpath contract contributions until such time as the Fund(s) receive actual written notice of the employer's fiability.

14. This Agreement may not be madified or terminated without the written consent of the Func(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.

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APR 21 2015

CONTRACT DEPARTMENT IN WITNESS WHEREOP, said Employer and Union have caused this instrument to be executed by their day outhonized representatives, the day and year first above written

135 TANCON Local Union No Redacted by U.S. Department Redacted by U.S. Department of the Treasury of the Treasury Prinks/ Nano and Tilly 4/7/15 Date 3/18/15 7660 Imperial WAY 330 473-897 Telephone Number Fair Number

Fodoral Eroployor Identification Number

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

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Is the Employer on itinerant construction company working on a proj	eci er en a seasonal basis?	Yes		N	,

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APR 21 2015

CONTRACT DEPARTMENT

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PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST ÅREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGG NS ROAD ROSEMONT, ILLINDIS 60018-4938 PHONE: (847) 518-9800 CHIPLOYEE TRUSTOES FRED GEGARE JELHY YOUNGER GEDROE J. WEERLEY CHARLES & WHOEREY PHRUE E YOUNG

CONTONER TRUSTEES HOWARD NEDOJGALL ARTINGH ELNIE, R TOM J VENTURI CARY F, CHOMIZI OMISTOPHER LANGAN

EXECUTINE DIRIGIOR THOMAS C. HY-LAN

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): <u>Gongtruction Truck Drivers</u> and any other job classification covered by the collective bargaining agreement and the Agreement between the Health and Welfare Fund and the Illinois Conference of Teamsters and Employers Welfare Fund both of which are incorporated herem

1. The Union and Employer agree to be bound by the Trust Agreem onl(s) of the Pension Fund und/or the Health and Weitere 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 the successors.

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

Effective Date: <u>5/01/06</u>	Rate: \$132.70 per week
Effective Date:	Rale: 142.00 per verk
Effective Date: <u>5/01/08</u>	Rate: 151.90 per veck
Effective Date:	Rate: 162.50 per week
Effective Date:	Rale:

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

Effective Date. <u>5/01/06</u>	Role: <u>\$7.25 per hour</u>
Effective Date: <u>5/01/07</u>	
Effective Date: 5/01/08	Rate: 8.60 per hour
Fflactive Date: 5/01/09	Raie:9.30 per hour SEP 2 1 2000
Effective Date:	Rate: CONTRACT

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 absorpt of an interim 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 of the termination of a collective bargaining agreement and prior to effect in the execution of a new 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 infor the termination of a cottective 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 part cipation of the Employer and provide written notice of the 'decision to the Employer specifying the date of termination of participation or b) the Employer is no ionger obligated by a contract or statule to contribute to the Fund(s) and the Fund(s) have acceived 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 mason why the Employer is no ionger obligated to contribute or c) the date the NLRB certifies the rosult 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 an NLRB election or disclaimer of interest certered to inc) or d) relates to only part of the bargaining unit. The event an 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 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 able remain enforceable. The following agreement shall not be veit(s) an agreement that purports to retroactively eliminate or reduce the Employer's statution or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the Contribution retractes payable to the Pension Fund or c) an agreement that agreement that he 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 contective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short tarm employees who work for uncertain or irregular duration) excepted casual employees shall not be a Covered Employees 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 Employees and not include any person employee in a managerial or supervisory capacity or any person employee for the participation persons of obtaining benefits from the Fund(s)

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6 The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regard ess of whether the employment relationship is terminated), including show up time Pay, overtime day, holiday pay, disability or illness pay, layof//saverinice pay, vacetion pay or the paymant 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 bargalning agreement states that contributions shall not be due on newly hied 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 states or influe overed Employee is not entitled to cumpensation. The Employee who is not working due to timess or injury even if the Covered Employee is not entitled to cumpensation. The Employee shall pay any contributions that would have otherwise been peld on any Covered Employee-who is-re-employed-service-momber of former service member buffer his or her absence during a period of uniformed service as defined at 10 C F R, §104.3.

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9. On or before the 15th day of each month, the Employer musi report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs at term hations) which accurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquincy, a) the Employee 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 lixerred by the Fund(s), including, but not limited to the Payment is made. together with all expenses of collection lixerred by the Fund(s), including, but not limited to atorneys' rees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrua 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 totion at lots on the Health and Welfare Fund regardless of actual terminations, leaves of absonce, layoffs or changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fells to the bridge to the row bridge to any the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absonce, layoffs or changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fells to the bay 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 builds 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 prievance/arbitration procedure set forth in any concerned bargaining agreement.

12. The Employer scknow edges that it is aware of the Fund(s) adverse selection rule (including Special Buildin 90-7) and egrecs 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 laken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the limbs ten year written contract statute of limitations shall epply. 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.

54. 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.

MARMEN FARMS TIKE DUC.	·
Redacted by U.S. Department of the Treasury	Redacted by U.S. Dept.
<u>y-26-06</u>	
Complete Address of Employor	RECEIVARCEIVED
<u>XIS 667-5046</u> XIS 667-9890 Telephone Number <u>39-1264764</u>	SEP 2 1 2006 SFR
Federal Employor Igentification Number If the Employer is signatory to a National or Group Contract, i	DEPARTMENT
Articles of Construction between the A.C.C. and the Employer an itinerant construction company working on	

08/20/2013 16:01 08/20/2013 13:50	16308874114 7086565568	TEAMSTERS 731 HARRIS STEEL	PAGE 03/05
	PARTICIP	ATION AGREEMENT	
	CENTRAL STATES. SO PENSION FUND/	UTHEAST AND SOUTHWEST AREAS MEALTH AND WELFARE FUND	RECEIVED
2 Bring	9377 V ROSEMON	VEST HIGGINS ROAD NT, ILLINOIS 60018-4938	AUG 2 1 2013
		NE: (847) 518-9800	CONTRACT DEPARTMENT
THIS AGREEM Southwest Areas Pansid	ENT sets forth the terms under n Fund ("Pension Fund") and	er which the Employer will participate in the Central States, Southeast and Southeast and Southeast with the	ILLIMORT MURSE LLAURING GUT AARUSKA

TEAMSTERS 731

PAGE 03/05

classification(s):

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

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

Fund ("Health and Walfare Fund") in accordance with its collactive bargaining agreement with the Union covering the following job

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

Effective Date:	6/1/2013	Rate:	\$60.20
Effective Date:		Rate:	
Effective Date;		Rate:	
Effective Date:		Rate:	<u> </u>
Effective Date:		Rate;	·

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

			Member	Nember+ Child	Member+Spouse	Family
Effective Date: Effective Date:	9/1/2013 0/1/2014	Rate: Rete:	\$114.80 \$129.30*	\$148.70 \$168.20*	\$229.60 \$251. 60 *	\$208.28 \$267.68"
Effective Date:	6/1/2015	Rete:	\$145,90*	\$189.40*	1215.30	\$412.00*
Effective Date:		Rotei			- <u></u>	
Effective Date:		Rate:				

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 obsence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and phor 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 Trustace reserve the right to reduce benefit levels if the contribution rate is or becomes into 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 name 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 storus terminates through a valid discisimer of interest. In the event the Employer participates in both the Pansion Fund and the Heath and Welfers 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 dischaimer 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.

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TEAMSTERS 731

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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 antire 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 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 reduce the the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate psycole 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 climinate the duty to contribute to 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 bargeining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. shert 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 bargeining 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 ensited to receive, compensation (regardloss 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 soplicable collective bargaining agreement, contributions shall also be made to the Fund(s) on barrel for any 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 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(a) 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 monitor due to the Fund(s) from the data when payment was due to the date when the payment is made, tagether 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 accur after the Employer has become delinquent shall be accelerated so that the contributions owed for each collectant week (Sunday through Saturday) shall be due on the following Mondey. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Walfere Fund regardless of actual terminations, leaves of ebsence, 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 requerted by the Fund(s). If lifigation 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' free 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 delinquoin 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 extende 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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HARRIS STEEL

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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Orte	Date	
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Complete Address of Employer		
(708) 656-5500 (708) 656-5568		
Telephone Number Fax Number		
36-2153338		
Føderal Employer Identification Number		
If the Employer is signatory to a National or Group Contract, Indi	cate the name of such Contract:	
If the Employer is signatory to a reason of or other		
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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 Weitare Fund ("Health and Weitare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): <u>Sole Date Cate States</u> 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, 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: <u>A/01 6, 2014</u>	Rale: 217.60.
Effective Date: Mak by 2015	Rale: 226,30
Effective Dete: NCU 6, 2016	Rate: 235. 40
Effective Date: 10016, 2017	Rate: 244, 20
Effective Date: NOU 6, 2 DIS	Rate: 357,60

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

Effective Date: 1	Rate
Effective Date:	Raie:
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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 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 such rate during the periods when a new 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 or the termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of a collective bargaining agreement. However, the termination of this Agreement, shall be therapted 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 bareatt 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 whiling otherwise. This Agreement and one Employer and provide written noise officing the terminate that participation of the Employer and provide written noise officing to terminate the participation of the Employer and provide written noise officing during a strike except no contributions shall be due during a strike unless the Union and the Employer specifying the date to terminate the participation of the Employer and provide written noise officing does not be the Employer specifying the date of terminate the participation or b) the Employer is no longer obligated by a contract or statute to the Educide) have excepted a written noise directed to the Fund(s) Contracts Department at the address specified above sent by certified mail with return receipting used which departies the reason why the Employer is no longer obligated to contribute or o) the date the NLRB certains 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 terminator 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 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 entime 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 also remain enforceable. The taboving agreements shall not be valid; a) an agreement that purports to retractively eliminate or reduces the Employer's statistary 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 agreement that has been accepted by the Pension Fund.

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/. For purposes or mis Agreement, the term "Covered Employee" shall mean any tuil-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 inegular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Wolfore Fund if the collective bargaining agreement explicitly excludes casual employees for the participation in the Health and Wolfore Fund. Covered Employees and in the includes any person employees in a managerial or supervisory capacity or any person employee 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, companiation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, obtiday pay, dissibility or illness pay, levelfisorizance pay vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/aptitution 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 pariod, no contributions shall be due until the Covered Employee completes the 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 completes the specified waiting period, no 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 pan if the Covered Employee is not entitled to compensation. The Employee who is not working due to illness or injury pan if the Covered Employee is not employee who is a ne-employee service member or former service member but for his or hor absence during a period of uniformed service as defined at \$2 C.F.R. §104.3.

9. On orbefore 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 lemminations) which accurred 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 childred 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 new hires, layoffs or tentility her 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 accure after the Employer has become definquent shall be excellenated so that the contributions owed for the player of the Employer that the contributions to report changes in the covered workforce on time, the Employer must pay the contributions black by the Heath and Weirare Fund regardless of actual terminations, haves 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 payrol records and other pertinent records when requested by the Fund(s). If fogation 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) is conducing 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/arcitration 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 wil not entur into any agreement or engage in any practice that violates the adverse selection rule.

t3. 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 yearwritten 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 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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EMPLOYIM TRUTELS HOWARD MEDUUSAL ARTHUR H, BURTEL JR TOMU VENTURA GMOYTE GALONEL CHR STOMPH LANGEM

FRECOME COLOR

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States. Southeast and Southwest Aroas Pension Fund ("Pension Fund") and/or the Central States. Southeast and Southwest Aroas Pension Fund ("Pension Fund") and/or the Central States. Southeast and Southwest Aroas Pension Fund ("Pension Fund") and/or the Central States. Southeast and Southwest Aroas Pension Fund") and/or the Central States. Southeast and Southwest Aroas Pension Fund ("Pension Fund") and/or the Central States. Southeast and Southwest Aroas Pension Fund") and/or the Central States. Southeast and Southwest Aroas Pension Fund" in accordance with its collective bargaining agreement with the Union covering the following job classification covered by the collective bargaining agreement and the Agreement between the Health and Welfare -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 Penalon Fund and/or the Health and Welfare Fund, as 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: 4/30/06	Rote: \$177.60 par week	
Effective Date,4/30/07	Rate: \$190.00	
Effective Date	Rate:	
Effective Date:	Rate: \$217.50	
Effective Date: 4/30/10	Rate:\$232.70	

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

Effective Date	9/1/06	Rate:	(C6 Plan)
Effective Date:	4/30/07	Rate: <u>\$219.70</u>	RECEIVED
Effective Date:	4/30/08	Rate: \$247.70	AUG O 9 TESS
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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 collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing bontrobution rates during the parties when a new collective bargaining agreement and prior we agreement, the contribution rate required to be paid after termination of a new collective bargaining agreement of the termination of a new collective bargaining agreement of the termination of a new collective bargaining agreement of the termination of a new collective bargaining agreement of the termination of the terminated collective bargaining agreement. However, the contribution rates accurate the agreement bargaining agreement. However, the contribution rates of becomes less than the then published rate for the applicable benefit plan or class.

5. This Agreement and the abligation to pay contributions to the Fund(s) will continue after the termination of a corective 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 and bligation to pay contributions shall be due during a strike unless the Union and terminate until at the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer and provide written notice of their decision to the Employer and bravide written notice of their decision to the Employer and bravide written notice of their decision statute to contribute to the Euro(s) and the Fund(s) have received a written notice gradied to the Fund(s) contract or Department at the address specified above sont by certified mail with return receipt requested which describes the reason why the Employer is no tenger obligated to contribute to address appendix or all the date the Union's representative status for industry and the terminates the Union's representative status or only one fund to the Pension Fund and the Reach and Welfare Fund and the terminates the in the event the Employer participates in both the Pension Fund and the Reach and Welfare Fund and the termination referred to in a) or o) 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 bardaining egreement 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)" understanding which affects the Employer's controus on obligation which has not been submitted to the Fund(s) all required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) with the entire agreement(s) written agreement(s) with the bend(s) all required to the Fund(s) all required to the Fund(s) and the binding on the Trustees and this Agreement and the written agreement(s) with the been submitted to the Fund(s) all required to the Fund(s) and performent of the fund(s) and performent of the remain enforceble. The tollowing agreements shall not be vetice at an egreement that agreement that purports to prospectively eliminate the duty to controlic to the Pension Fund (arc) an agreement that agreement that has been scepted by the Pension Fund.

For Purposes of this Agroement, the term "Covered Employee" shat mean any full-time or part-time employee covered by a collective bargaining agroement requiring contributions to the Fund(s) and includes casual employees (i.e., short term employees who work for unce tail or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Meath 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 from supervisory capacity or any person employee for the principal purpose of obtaining benefits from the Fund(s).

5. The Employer agrees to remit contributions on behall of each Covered Employed for any period harshe receives, or is enteed to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or itness pay, havotr/s everance pay, vacation pay or the payment of wages which are the result of any Vational Labor Relations Board proceeding, grievance/aroitration proceeding or other tegal proceeding or settlement. If the collective bargaring agreement states that contributions shall not be due on hewly head Covered Employees for a specified waiting period, no con relations their be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaring agreement contributions shall also be made to the fund(s) on behair of any Covered Employee who is a re-employee shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employee structure 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 deinquency, 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 whan the payment is made, to perform on the fund(s) interest on the monies due to the fund(s) from the date when payment was due to the date whan the payment is made, to be the fund(s) from the date when payment was due to the date whan the payment is made, to be the fund(s) from the date when payment was due to the date whan the payment is made, to be been of the fructees or their delegated representative the payment of contributions that accrue after the Employer that the option of the Trustees or their delegated representative the payment of contributions that accrue after the Employer that she be accelerated so that the contributions owed for each catendar week (Sunday through Saturday) shall be allow on the rolowing Menday. If the Employer fails to report changes in the covered workforce on time the Employer must pay the constitutions billed by the Health and Wettare 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 Abgation 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 insteas shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any gnewarce/arbitration procedure set forth in any collective batgalning agreement.

12. The Employer ecknowledges that it is eware of the Fund(sy adverse selection rule (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any pgreement or any agree in any practice that wolates the adverse selection rule.

13. This Agreement and in all respects be construed according to the taxes of the Uniced States. In all accords taken by the Trustees to antered the terms of this Agreement, including actions to collect definitions contributions or to conduct audits, the timols ten year written contract statute of timolations shall apply. The Employer agrees that the statute of timolations while notice shall not begin to accove with respect to any unpart controlutions until such time as the Fund(s) receive actual writtien notice of the employer's liability.

14. This Agreement in by not be modified of terminated without the written consent of the Fund(s). To the oxient there exists any continue between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shell control.

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

Jere Netzer 15.

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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 relationship is terminated), including show up time pay, overtime pay, holiday pay, disabuty or the ess pay, layoff/soverance pay, vacation pay or the payment of wages which are the result of any National Labor Rolations Board proceeding, grievance/arbitution 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 concluses 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 entited to compensation. The Employee service members but for his of 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 monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, togethal with all expenses of collection incurred by the Fund(s), including, but not limited to, allohneys' fees and costs and b) all 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 filonday. 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 clpation of any Employer that fails to timely pay reguired 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 oil not not the 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.

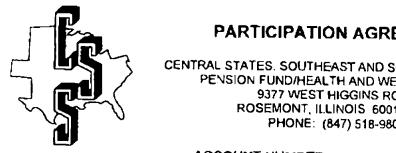
12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement of engage in any practice that violates the adverse selection rules.

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 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 lability.

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

<u>HAYMANO SANCER, IN</u> Redacted by U.S. Department	<u>-</u> .	Redacted by U.S. De	partme	nt
Printed Name and Title	A	of the Treasury		ļ
1875 May Fild Rel Odenton MD 2443 Complete Address of Employer			OI DEC	RECEIVED
(<u>40</u>) <u>551-1980</u> Telephone Number <u>592059235</u>	<u>(//0)55)-82</u> Fax Number	<u>π</u>	6 NR- 11	D CONTRACT DEP
Foderal Employer Number	ional of Group Contract. #	-	9:21 ·	CT DEPT.
Articles of Construction Conference of Teamsters	•		he III i	Inois



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 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): Building Construction, Government defense projects and/or industrial projects

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 1 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	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:	<u> </u>	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 4. 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 ag eement. 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 5 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 onger 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 e) 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 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 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 cwed 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 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.

37.11.299

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.

Heads Construction, Inc.		216		
Employer Name		Redacted by U.S. Department		
Redacted by U.S. De	epartment	of the Treasury		
of the Treasury				
Sect 5	2015	9/13/12		
Date		Date //		
1420 N. Cullen Avenue,	Evansville, IN 47715			
Complete Address of Emp	loyer	- RECEIVED		
812-474-1669	812-474-0075			
Telephone Number	Fax Number	SEP 1 7 2012		
35-1692169		CONTRACT		
Federal Employer Identification Number		DEPARTMENT		
If the Employer is signator	y to a National or Group Contract	ind cate the name of such Contract.		
Is the Employer an itineral	nt construction company working (on a project or on a seasonal basis? Yes No		

No and Employer an initial densities company working on a project of on a seasonal dasis? Tes _______ No

-3-



PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 V/EST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 618-9600 Employant Theotes Hongan Andra Ballana Dang F. Ngayon Tan J. Yentura Dang J. Yentura Dang J. Yentura

EXECUTIVE DIRECTOR

t. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pansion Fund and/or the Health and Weifsre Fund, all rules and regulations presency 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 <u>NERKLY</u> week/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

Effective Date: <u>5/1/2002</u>	Rate: <u>\$69.00</u>
Effective Date: <u>5/1/2003</u>	Rate: <u>\$79.00</u>
Effective Date:	Rate: <u>\$83.00</u>
Effective Date: <u>\$/1/2005</u>	Rate:
Effective Date:	Ralo:

 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: <u>M/A</u>	Rate:
Effective Date:	Rate:

4. Contribution rate changes after the test Effective Date set forth in paragraphs 2 and 3 shall be determined by each new Galective 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 regulated. In the absance of an Interim egreement, 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 lovels 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 und 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) have received a written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mail wth return receipt requested which describes the reason wry the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Westare 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 spined 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 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 tilm "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 menagerial 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 who receives, or is entitled to fecerve, 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 itiness pay, layoffseverance pay, vacation pay of the payment of wages which are the result of any National Labor Relations Board proceeding, gnevance/stbittation proceeding or other logal proceeding or sattlement. If the collective bargaining agreement states that contributions shall not be due on nowly hired Covered Employees for a specified waiting panod, approximate collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered approach to tworking 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 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 imited to new hires, layoffs or terminations) which occurred during the promonth 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 the payment's made, together with all expenses of collection incurred by the Fund(s), including, but not imited to atterneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of the each calendar view (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report for each calendar view (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the workforce. The Trustees fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the night to terminate the participation of any Employer that fails to trusty pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other particle 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 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 concoming the Employer's obligation to pay contributions to any evence/arbitration procedure set forth in any collective bargarning agreement. To the extent there exists any conflict between any provisions of the collective bargarning agreement. This Participation Agreement and any provisions of the collective bargarning agreement. This Participation Agreement shall control.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulleth 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 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 true as the Fund(s) receive actual written notice of the existence of the Employer's tability.

14 This Agreement may not be erally modified or terminated.

IN WITH THE SMALL DECK - sold Employer and Union have caused this instrument to be executed by their duly written.

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Redacted by U.S. Department
of the Treasury

Is the Employer an illnerant construction company working on a project or on a seasonal basis; Yes _____ No X___

Fa	PARTICIPATION AGREEMENT
5	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 covering the following job classification(s): <u>Truck Driver & General Warehouse-Combination</u>.

and any other job classification covered by the collective bargalning 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:	April 1, 2015	Rate:	\$290.40	
Effective Date:		Rate:		
Effective Date:		Rate:		
Effective Date:		Rate:		
Effective Date:	<u></u>	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:	<u> </u>	
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 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. 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(g) 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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R.C. Hendrick & Son, Inc.	406
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Printed Name and Title <u>4/7/15</u> Date 2885 S. Graham Road	Printed Name and Title <u>4</u> Date Date
Saginaw, MI 48609 Complete Address of Employer	- RECEIVED
<u>989-781-8116</u> <u>989-781-9512</u> Telephone Number Fax Number	
Federal Employer Identification Number	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 c	on a project or on a seasonal basis? Yes NoX

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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: 3638705-0200-00200-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):

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
 Woifare 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:	06/28/2015	Rate:	\$59.50 per day
Effective Date:	07/03/2016	Rate:	\$61.90 per day
Effective Date:	07/02/2017	Rate:	\$64.40 per day
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:	Not Fund Participant	Rate:	<u>N/A</u>	 	
Effective Date:	<u>.</u>	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 bargalning 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.

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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 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.

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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 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 sorvice 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 dalagated 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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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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Hennes Services, Inc.	Local Union No
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
7-6-15 Date	<u>6-30-15</u> Date
4100 W. Lincoln Ave West M Complete Address of Employer 414-672 3400 414-672 3486 Telephone Number Fax Number 39 0342700 Federal Employer Identification Number If the Employer is signatory to a National or Group Contract, ind	
Is the Employer an itinerant construction company working on a	project or on a seasonal basis? Yes No
	JUL 0 8 2015 CONTRACT DEPARTMENT

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Aug 19 13 12:44p AUG 1 9 2013 Teamsters Local 236 2704421775 **PARTICIPATION AGREEMENT** CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS RCAD ROSEMONT ILLINOIS 60018-4935 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 Wellare Fund") in accordance with its collective parasiting spreament with the Union covering the following job dassification(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 Wettare 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 Employer and Employed Trustees and their successors. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates. 2 8.40 perh 812113 Effective Date: Rete 3 3014 8.70 perhr. Effective Date: Rate: **Rale**: Effective Date: 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. 8 2 ١R Rate: Effective Date ser h 3130 Effective Date Rate: Rate: Effective Data:

Rate:

Rate:

4. Contribution rate changes after the tast Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaring agreement and such rate changes shall be incorporated in o 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 ebsence of an interim agreement, the contribution rate required to be peid 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 Trustees Agreement, shall be the rates in offect on the last day of the terminated collective bargaining agreement. However, the Trustees the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable transit plan or class.

Effective Date:

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 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 all the Trustees ideuted to terminate the partopation or b) the Employer and provide written notice of termination to the Employer specifying agreement at the partopation 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 desches the region why the Employer is no longer obligated to contribute or c) the date the NLRB confines the result of an election that terminates the Union's representative status or d) the date the Union's representative status to contribute to the Pund(s) to a date the NLRB confines the result of an election that terminates the Union's representative status or d) the date the Union's representative status and Welfare 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 at NLRB election or disclaimer of interest referred 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 agroo 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 (nature receipt requested) at the address specified above. Any agreement or undentanding 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 (but has 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 (but has been submitted to the Fund(s) as required by this paragraph, shall alone remain enforceable. The for wing agreements shall not be valid, a) an agreement that purports to prospectively eliminate or reduces 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 has been accepted by the Pension Fund.

7. For purposes of this Agreement, the term "Covered Employee" shat mean any full-time or part-time employee covered by a collective bargaining operant requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or integular duration) except a casual employee shall not be a Covered Employee with respect to the Mailtime Fund (b) the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Walfare Fund. Covered Employee bargaining agreement explicitly excludes casual employees from participation in the Health and Walfare Fund. Covered Employees and motional employee any parson employed in a managenal or supervisory capacity or any person employee 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 terminated), including show up time pay, overfine pay, holday pay, disability or titless pay, tayoff/soverance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/anoiration 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 mode to the Fund(a) on behalf of any Covered Employee thall pay any on the transition. The Employee thall pay any contributions that would have otherwise been paid or any Covered Employee who is a ro-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 excel for the prior month. In the event of a desingurancy, a) the Employee 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' tess and costs and b) at the option of the Trustees of the' delegated representative, the payment of contributions that accrue after the Employer has become delinguist that be accelerated and Rial 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 be arequired contributions.

10. The Employer shall provide the Trustees with scores to its payroll records and other partment records when requised by the Fund(s). If inlgation 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 accens to collect definquent controlutions or to conduct audits, the times ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accens with respect to any unpaid contributions until such time as the Fund(6) 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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Aug 19 13 12:45p Teamsters Local 236 AUC-16-13 FRI 01:40 PM BI-WAY PAVING, INC. Aug 02 13 02:58p Teamsters Local 236	2704421775 FAX NO. 6148761899 2704421775	р.4 Р. 02 р.35
IN WITNESS WHEREOF, said Employer and Union have representatives, the day and year first above verticen.	caused this instrument to be executed by t	her duly eviltorized
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Redacted by U.S. Department	Local Union No. 230	
Redacted by U.S. Department of the Treasury	Redacted by U.S. Depart	ment
	of the Treasury	
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1614-8-76- (700 Telephons Number	8. 19	
S1-125-7382		
If the Employer is Sonatory to a National or Group Contract indicate U <u>The Heaver</u> 4 <u>High Way</u> <u>Contractor</u> No. 94 - IBT, 5374 on bench of AFS i 1; Is the Employer on Energy construction company working on a project	ne name of such Contract: S. Signanater: Mereto'd. J. at al hocal Unionis, 236, 89,219 ior crial seasonal tasis? Yes	<u>ioi u t Course</u> (5 Ho
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PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGBINS ROAD ROSEMONT, ILLINGIS 60018-4938 PHONE: (847) 518-6800 ENDINE IN THE TRUSTERS HOWARD INDOUGALL ARTI-LIFE IL BLATE, JR. DAVID F HORREON TOM J VENTURA DAVIEL J BRUTTO

EXECUTIVE DIRECTOR

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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 accordance with its collective bargaining agreement with the Union covering the job classification(s) of: <u>COMSTRICTION</u> <u>JULITA</u>

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 regutations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

Z. on a) (the "C	The Employer shall contribute to the Pension Fu ontribution Period") for each Covered Employee at i	nd per 5. week/day/hour (choose
	Effective Date: <u>4-02-03</u>	Rate: FS and By Life of
	Effective Date:	Rate: 16K-200-4
	Effective Date;	Rate:
-	Effective Date:	Rate:
	Effective Date:	Rate:
3.	The Employer shall contribute to the Health and	Welfare Fund per week the "Contribution Period"

for each Covered Employee at the following rates:

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Effective Date:	Rate:	EVCO
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Effective Date:	Rate:	TRAC
Effective Date:	Rate:	81 1904

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 contribution rate contribution rate during the periods when a required to be paid after termination of a collective bargaining 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 banefit 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 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 finder obligated by a contract or statute to contribute to the specified above sent by certified main 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.

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 cantributions 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.

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 refationship is terminated), including show up time pay, overtime pay, holiday (pay, disability or Illness pay, layof/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 complates 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 Employee service member or former service member but for his or her absence during a period of uniformed service employee service member or former service member but for his or her absence during a period of uniformed service.

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 interast 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' totas 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 delinguent shall be accelerated as 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 coverad 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 thet 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 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 incurred 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).

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 tha-Trustees to enforce the terms of this Agreement, including actions to colluct delinquent contributions or to conduct audits, the tilinois 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.

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
<u>G301 Word Start</u> Awderson In Complete Address of Employer <u>17651 734-1617</u> Telephone Number <u>35, 214 2149</u> Federal Employer Number If the Employer is signatory to a Netional or Group Contract. Inde <u>400 PIANA</u> HILLING	ECEIVED CONTRACT D
is the Employer an itinerant construction company working on a	project or on a seasonal basis: Yes No 37.11.313



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PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDHEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINGIS 60018-4938 PHONE: (847) 518-9800 ENPLOYEE TRUGTEES RAY CASH JOE CHINE JERRY YOUNGER GEORGE J WESTLEY PHELP E. YOUNS

EMPLOYER TRUSTEES HOWARD MEDDUGALL ARTHUR HE BLATE, JR. DAVED F MORTBON TOM J. VENTURA DANIEL J. BRUTTO

EXECUTIVE DERECTOR RONALD & KLIDALANZA

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: _______

1. The Union and Employer egree 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 <u>DAY</u> week/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

	Effective Date: AUGUST 1, 2001	Rate: \$17.80/6	day to max of \$89 per week ———————————————————————————————————
ن ب و	Effective Date:	Rate:	OF 4-10 HR DAYS. WEEKLY RATE OF \$89 15
: 0EPT. : 37	Effective Date:	Rate:	
RACT	Effective Date:	Rate:	
CONTRACT CONTRACT CONTRACT	Effective Date:	Rate:	·

for each Covered Employee at the following rates:

Effective Date:	<u>. NA</u>	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 actabilishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an inform agreement, the contribution rate contribution rate shall be incorporated into this required to be paid after term indian of a collective bargaining agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the rates in effect on the last day of the contribution rate is or becomes less than the then published rate for the applicable benofit plan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargeining 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 all the address specified above sant by perified 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 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(a) as required by this paragraph, shall not be binding on the Trustees and this Agreement end 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 tarm 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).

8. The Employer agrees to ramit 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 itiness pay, layoff severace pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grevence/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on new y hirsd 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 compansation. The Employee service member or former service member but for his or her absence during a period of uniformed service no specified 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, logether 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 Tustees or their delegated representative, the payment of contributions their excrue after the Employer has become dataguent shall be accelerated so that the contributions owed for each calendar wreek (Sunday through Saturdey) 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 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. 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

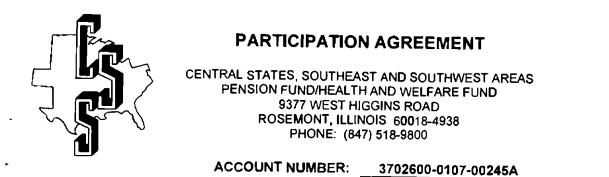
12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement that violates the adverse selection rules.

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 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 liability.

14. This Agreement may not be oraily 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.

HIGHWAY MATERIALS TRANSPORT. INC.	
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Lutiron Ukertia SUCI FINA 🚶 🦯	
Highway MARRIALS TRANSPORT Inc	
P.O. Box 15011 EVANSVILLE, IN 47716- Complete Address of Employor	
<u>(765)</u> 643-5358	
Telephone Number 35-2142149	
Federal Employer Number	
If the Employer is signatory to a National or Group Contract, inc. NO	dicate the name of such Contract:
is the Employer an itinerant construction company working on a	a project or on a seasonal basis: Yes No_X



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 Welfarc Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): _______ ALL BARGAINING UNIT 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 Pension Fund for each Covered Employee at the following rates:

Effective Date:	09/01/2009	Rate:	\$193.60
Effective Date:	04/25/2010	Rate:	\$209.10
Effective Date:	05/01/2011	Rate:	\$225.80
Effective Date:	04/29/2012	Rate:	\$243.90
Effective Date:	04/28/2013	Rate:	\$258 .50
Effective Date:	04/27/2014	Rate:	\$274.00

3. The Employer shall contribute to the Health and Welfare Fund for cach Covered Employee at the following rates: THIS IS A PENSION ONLY EMPLOYER.

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 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).

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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 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 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.

-2-37.11.317 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.

-	Hiland Dairy Foods LLC
•	Redacted by U.S. DepartmentRedacted by U.S. Departmentof the Treasuryof the Treasury
	<u>11/12/09</u> Date <u>11/12/09</u>
	1133 E KEARLEY ST. (PO. ROX 2270)
	SPFD - MO Complete Address of Employer
	417-869 311 412 -835,-1116 Telephone Number Fax Number Fax Number
	43 118 0401 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 X

• :

ENPLOYEE TRUSTEES RAY CASH JOE ORAIC JEARY YOUNGER GEORGE J WEBTLEY

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

PARTICIPATION AGREEMENT

PHILIPE, YOUNG EMPLOYER TRISTEES HOWARD XICOUGALL ARTHIER H BURTE, JA. DAVID F, MORRISON TOM A VENTURA DAVID J. URUTO

EXECUTIVE DIRECTOR RONALD & KUBALANZA

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension Fund ("Pens on 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: <u>Drivers</u> 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 per ______week/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

Effective Date: May 2012 .	Role: 193.50 per WK.
Effective Date: May 1 2013	Rate: 201.20 per WK
Effective Date:	Rate:
Effective Date:	Rate:
Effective Date:	' Rate:

3. 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: May 1 2012	Rato: 9.30 per hr.
Effoctive Date: Mary 12013	Role: 9.70 per hr.
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 cetermined 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 term nation 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 term nate 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) have received a written notice of rected to the Fund(s). Contracts Department at the address specified ebove 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 (eturn 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 Trusteos 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 collactive bargaining agreement equiring 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).

37.11.319

8. The Employer egrees to rem't 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, over me day, 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/arb tratton proceeding or other legal proceeding or settlement. If the collective barganitha 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 barga ning 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 companization. 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 et 10 C.F.R. §104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(a) 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 eli 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 or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be appeared so that the contributions owed for each celendar 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 blied 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 they 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 shell 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 edverse 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 lif no'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(e) 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.

Hoerr Construction I	nc	
Redacted by U.S. Department of the Treasury		d by U.S. Dept.
1601-12 W. Luffry DA	ive PEORIA; IL	RECEIVED
	3091 691-6739	DEC 0 4 2012
Telephone Number Fit 37-1319433 Federal Employer Number	IX Number	CONTRACT DEPARTMENT
If the Employer is signatory to a National	or Group, Contract, Indicatu the name	e of such Contract:

Is the Employer an itinerant construct on company working on a project or on a seasonal basis: Yes ____ No ____

Fra	PARTICIPATION AGREEMENT	RECEIVED
- 45	CENTRAL STATES, SOUTHEAST AND SOUTHWEST A PENSION FUND/HEALTH AND WELFARE FUND	REAS APR 1 0 2013
	9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800	CONTRACT Department

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.

2. The Employer shall contribute to the Pension Fund for each Covered Employee at the 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 dally
Effective Date:	6/1/17	Rate:	\$64.50 daily

3. 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:		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. 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 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 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. 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 lime pay, overtime pay, hol day pay, disability or lilness 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 control_tions 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, 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 Wetfare 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 bitlings 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 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.

PC 11 2013 1:25PM HP LASERUET FAX	8.q 1
IN WITNESS WHEREOF, said Employer and Union he	ave caused this instrumant to be executed by their duly suthorized
ropresentatives, the day and year 1rst above written.	
•	
HOLLY CONSTRUCTION COMPANY	Pedested by U.S. Deportment
	Redacted by U.S. Department
Redacted by U.S. Department	of the Treasury
of the Treasury	
Printed Name and Title	Pinted Name and Title
4-11-13	
Date	Date
HOLLY CONSTRUCTION COMPANY	
HOLD: CONSTRUCTION COMPANY	
5800 Belleville Rd, Belleville, MI 4811	1
Complete Address of Employor	· · · ·
(734) 397-0040 (734) 397-7017	·
Telophone Number Fax Number	
,	
38-2361545	
Federal Employer Identification Number	· · · · · · · · · · · · · · · · · · ·
If the Employer is signatory to a National or Group Contract, indi-	cate the name of such Contract:
If the Employer Is signatory to a National of Group Contract, Indi- Is the Employer an Elerant construction company working on a	
	project or on a sesseonal basis? Yes <u>No X</u>
	project of on a sesseonal basis? Yes <u>No X</u>
	project of an a seasonal basis? Yes <u>No X</u>
	project of an a seasonal basis? Yes <u>No X</u>
	project of an a seasonal basis? Yes <u>No X</u>
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	project or on a seaseonal basis? Yes <u>No X</u>
Is the Employer an kinerent construction company working on a	project or on a seaseonal basis? Yes <u>No X</u> RECEIVED APR 1 0 2013 CONTRACT DEPARTMENT
	project or on a seaseonal basis? Yes <u>No X</u> RECEIVED APR 1 0 2013 CONTRACT DEPARTMENT
Is the Employer an itinerant construction company w≀rking on a	project or on a seaseonal basis? Yes <u>No X</u> RECEIVED APR 1 0 2013 CONTRACT DEPARTMENT

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PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDIHEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEWONT, ILLINOIS 60018-4938 PHONE: (447) 518-6900

ACCOUNT NUMBER: _____

THIS AGREEMENT sets forth the series under which the Employer will participate in the Central Sizios. Southeast and Southwest Areas Pension Fund ("Pension Fund") endior the Central States. Southwest Areas Health end Waltwe Fund (There Fund) in accordance with growthing processes and Southwest Areas Health end Waltwe Fund (There Fund) in accordance with growthing processes with the Union corefing the following lob classification(s).

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

1. The Union and Employer agree to be bound by the Trust Agreemer4(s) of the Pension Fund and/or the Heath and Weitzle 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 interest Effective Date: August J. 2013 Rate: 134,78 WERKLY

Effective Date:		Rate	,
Effective Date:	·	Rate:	
Effective Dater		Rate	
Effective Date:	<u> </u>	Rate:	·- <u>/</u>

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

Effective Date:		Rate	· <u></u>
Elfective Date:		Âste:	
Effective Date:	<u> </u>	Rete:	
Elfective Date		Rate,	
Evective Date:		Rais:	

4. Contribution rate charges after the test Effective Data set forth in paragraphs 2 and 3 shell be determined by each new cotective befalsings excement and such rate charges shall be face-proved into this foresement. The particle may execute an starin agreement is establishing contribution rates during the periods when a new collective bengaling agreement is being negotiation. In the establishing contribution rates during the periods when a new collective bengaling agreement is being negotiation. In the establishing contribution rates during the periods when a new collective bengaling agreement is being negotiation. The particle bengaling agreement is being negotiation, shall be the rates in effect on the base day of the terminated collective bengaling agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes the shall be then published rate for the applicable benefit levels if the contribution rate is or becomes the shall be then published rate for the applicable benefit levels if the contribution rate is or becomes the site of the termination of tests.

5. This Advectment and the obligation to pay contributions to the Fund(s) will contrive after the termination of a collective bargering agreement except no contributions shall be due during a strike unters the Union stat the Employer statesty agree in writing otherwise. This Agreement and the Employers obligation to pay contributions goal not incrimate used in the transition of the Employers obligation to pay contributions goal not incrimate used in the transition of the transition of the transition of the Employers obligation to the Employer specifying a strike unters the decision to the Employer specifying and the fund(s) have excelved a written notice is the participation of the Employer and provide written notice of their decision to the Employer specifying and the fund(s) have excelved a written notice decision to the Employer and provide written notice of their decision to the Employer specified above set by certified mail may received a written notice decision to the Employer the test of an election of the the Employer participation of the date by certified mail with negative states written notice of the test of an election that terminates the Union's representative states or d) the date the Version representative states is an ideal written electron of the test by a participate in both the Premion representative states is an written and written fund an election referred to in all or b) relaxes to only part of the bargering unit, the Agreement shall remain to affect with respect to the other Fund. Is the event an NLRB election or disclaimer of interest referred to in c) or d) relaxes to only part of the bargering unit. The Agreement shall remain to affect with respect to the other Fund. Is the event an NLRB election or disclaimer of the bargering unit. The Agreement shall remain to affect with respect to the other Fund. Is the event an NLRB election or discuster of the bargering unit. The Agreement shall remain to affect with respect to the other Fund. Is the event an NLRB election or discuster of the

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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 promotly submit the entire agreement or mollication to the Fund(s) Contracts Department by confided mate (return receip) requested) at the address specified above. Any agreement or understanding witch are Employed a contribution objective bargaining agreement and the written agreement (at the Euro) is a required by this paragreement or understanding witch be fund(s) in the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) as required by this paragreement or interstelves) allows and the written agreement (at the paragreement and the written agreement(s) that has been submitted to the Fund(s) shall error the binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) as a freement is the trustee of the fund(s) as the control of the fund(s) is a greement that by paragreement is the provide to the Fund(s) the trustee of reduce the control of the control of the Control of the fund(s) be present to a greement the trustee of the present the control of the

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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 bargabiling agreement requiring contributions to the Functio) and includes casual employees (La, short term employees who work for uncorrell or imaginary duration) except a could be function and ancients casual employees and includes casual employees and works for uncorrell or imaginary duration) except a covered Employee at an accurate the lines of work for uncorrell or imaginary duration accept a covered employee into approximate applications accept a covered Employee with respect to the lines of work for the covered Employee at an accurate applicities any person employed for the principal purpose of obtaining barries to man employed for the principal purpose of obtaining barries to make purpose of obtaining barries to make purpose.

6. The Employer spress to remit contributions on behalf of each Govered Employee for any pariod thinks includes, or the employed to receive, comparisation (regardlest of whether the wholeyment relationshy is terminated), including show up time pay, which are the result of any National Labor Relatives being proceeding, prevation pay, vacation pay or the payment of weights which are the result of any National Labor Relatives Board Proceeding, prevational pay, vacation pay or the payment of weights which are the result of any National Labor Relatives Board Proceeding, prevational pay, vacation pay or the payment of weights which are the result of any National Labor Relatives Board Proceeding, prevational pay, the pay proceeding or statement. If the cortectlive bargeting agreement, contributions shall not be due on newly fined Covered Employees to a specified withing period. If required by the applicable collective benefities that contributions shall not be due until the Covered Employee is not pay and the pay of the payment of the specified waiting period. If required by the applicable collective benefities to Nations on how who like active benefities the specified waiting period. If required by the applicable collective benefities to National to Hub Covered Employee is not antibution. The Employee strait pay any constructions 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 hor absence during e pariod of uniformed sentes as formed 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 imited to new have, leyads or terminations) which occurred during the prior month. In the event of a detroquency, a) the Employer shall be obligated to pay havest on the montes due to the Fund(e) from the date when payment was due to the date when the payment is made, cogether with all events of contagether that fund(e) from the date when payment was due to the date when the payment is made, cogether with all events of contagether that fund(e) from the date when payment was due to the date when the payment is made, cogether with all events of contagether that fund(e) from the date when payment was due to the date when the payment is made, cogether with all events of cost and costs and to it at ecclaus date of cost and costs and to its at ecclaus date of the date when the payment is made, cogether with all events of cost and costs and to its at ecclaus date of the date when the payment is made, cogether with all events of costs and costs and to its at ecclaus date that date exclusions aread for gath calendar weak (Stordey through Stordey) shat be due on the following Monday. If the Employee must be pay the contributions to the following Monday. If the Employee fund is report challing its in accurate workform on time, in the contributions balad by the fourt event date at balance, layoff or other changes in the workform. The Trustees reserve the right to temporate the perception of any Employer interiate lay to temporate.

10. The Employer shall provide the Trustens with access to its payrol records and other pertinent records when requested by the Fund(s). If Digition is required to attrar 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 peld by the Employer and the Employer's relative shall pay any efformant's less and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any discuss concerning the Employer's obligation to pay contributions to any priorence/arbitration procedure set forth in any collective bergating agreement.

12. The Employer acknowledges that it is aware of the Func(s)' adverse selection rule (including Special Bulktin 90-7) and agrees that while this Agreement remains in affect, R will not enter too any agreement or angage in any practice that victains the adverse selection rule.

13. This Agreement shart in all respects to construed soccoding 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 controlutions are to conduct audits, the lithnais lan year written contract statute of imulations shall apply. The Employer egrees that the statute of imulations while not begin to accrue with respect to any unpaid contributions until such gree as the Fund(s) receive ectual written notice of the existence of the Employee stately in a state of the existence of the Employee state is ability.

14. This Agreement may not be modified or terminated without the written content of the Fund(\$). To the extent there as any conflict between any provisions of the Participation Agreement and any provisions of the cotective bergaining agreement, this Participation Agreement shall control.

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ŧ. IN WITNESS WHEREOF, seid Employer and Union have caused this instrument to be associated by their duty authorized representatives, the day and year first above witten. ÷ 135 THE HOOSER CO. THE Redacted by U.S. Department Redacted by U.S. Department of the Treasury of the Treasury 8/15/13 7/50/13 Cele Date RECEIVED SHEI W SITA S¥. 11- 872- 8125 Telephone Number NOV 1 5 2013 317-872-7185 CONTRACT DEPARTMENT 35-0392360 Federal Employer Identifica If the Employer is signalory to a National or Group Contract, indicate the name of such Contract? is the Employer an illnerant construction company working on a project or on a sessional basis? Yes į -3-(Furnetten PA was su - 0196500

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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

RECEIVED

AUG 2 6 2014

CONTRACT DEPARTMENT

ACCOUNT NUMBER: 3844601-0100

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 1. 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:	05/01/2014	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:	
Effective Date:		Rate:	

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

Effective Date:	04/27/2014	Rate:	10.10 PER HOUR
Effective Date:	04/26/2015	Rate:	not to exceed\$11.10 PER HOUR
Effective Date:	05/01/2016	Rate:	not to exceed\$12.20 PER HOUR
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.

This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a 5 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 the Health and Weifare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Weifare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employeed 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 expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following 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 Illincis 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.

-Howell Paving Inc.	
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department
of the freasury	of the Treasury
6/27/14	
Date 1DaDN. 13th Street	Date 7/12/14
MATTON IL 61938 Complete Address of Employer	
217-234-8877 217-234- Telephone Number Fax Number	4226
37-1019955 Federal Employer Identification Number	
If the Employer is signatory to a National or Group C Illinois Heavy/Highway	Contract, indicate the name of such Contract:
Is the Employer an Itinerant construction company w	vorking on a project or on a seasonal basis? Yes XX No

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CONTRACT DEPARTMENT

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		CENTR	AL STATES, SOUTHEAS PENSION FUND/HEALTH B377 WEST HIG	AND WEU GINS ROA	F ARE FUND D	RECEIVED
•			ROSÉMONT, ILLING PHONE: (847)	518-9800	-4930	APR 1 6 2013
-	Southwest	is AGREEMENT sets far Areas Pension Fund ("Pe Ith and Welfare Fund") in	CCOUNT NUMBER: In the terms under which the nation Fund() and/or the Cel accordance with its collection	ntral States	. Southeast and Southwest	CONTRACT DEPARTMENT trai States, Southeast and Areas Health and Welfare in covering the following job
	and any oth	er job classification ooven	ed by the collective bargaining	ng agreeme	ni.	·
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	Interim ag negotiated bargaining Agraement reserve the benefit pla	tive bargaining agreement reament establishing con . In the absance of an agreement and prior to t, shall be the rates in effi a right to reduce benefit is n or class.	and such rate changes shall tribution rates during the interim agreemant, the corr either the execution of a ect on the last day of the te avels if the contribution rate	i be incorp periods with inbution rationary colle minated c is or becor	brated into this Agreement, hen a new collective barg is required to be paid after tive bargening agreemen blective bargening agreem nes less than the then public	shall be determ ned by each The parties may execute an aloing agreement is being r termination of a collective t or the termination of this ent. However, the Trustees ished rate for the applicable
	agree in w Trugless d the doin of and the Fu by certifier c) the data representa Fund and shall rema	bargaining agreement exc miting otherwise. This Ag lecido to terminate the per l'remination of perticipatio und(s) have received a wr d mail with return receipt r a the NLRB certifies the re the status terminates thm the Health and Welfare F in in effect with respect to	ept no contributions shall b greement and the Employer licipation of the Employer and it of the Employer is no it an notice directed to the f squested which describes to suit of an election that tam ough a valid disclaimer of in und and the termination reli- tion other Fund. In the even unit, this Agreement shall re-	e due dunin i's obligatio ionger oblig fund(s)' Co he reason terest. In t terest. In t ferred to in ant an NLR	ig a strike unless the Unior in to pay contributions sha written notice of their decisio ated by a contract or atents particles becament at the a why the Employer is no ion Union's representative state he overst the Employer par (a) or b) relates to only one B election or disclaimer of 1	e after the termination of a and the Employer mutually it not terminate until a) the in to the Employer specifying bits contribute to the Fund(s) didress specified above sent ger obligated to contribute or us or d) the date the Union's ticipates in both the Pension se Fund, then this Agreement interest referred to in c) or d) inder of 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 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) and all one remain enforceable. The following agreements shall not be valid: a) an egreement that purports to retroactively climinate 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 Pansion Fund or c) an agreement that purports to grospectively eliminate the duty to contribute to the Pansion Fund during the stated form 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 and includes casual employees the 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 managenial 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; the collective bargaining agreement states that contributions shall not be due on nawly hired Covered Employees for a specified waiting period, in contributions shall be due until the Covered Employee completes the specified waiting period. If required by the aptimize 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 them paid on any Covered Employee who is a re-employed senter member or former 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.

10. The Employer shall provide the Trustees with access to its payroll records and other participant 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....

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

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, inducing 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 existance of the Employer's liability.

14. This Agreement may not be modified or teminated without the written consent of the Fund(6). 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 WI	TNESS WHEREO	F, said Employer a	nd Union have caused	d this Instrument to be executed by	their duly authorized
representative	s, the day and yea	r first above written.	·· •		
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f the Employe	r is signalory to a l	National or Group Co		on a seasonal basis? Yes	
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1	Ź	PARTICIPATIO	ON AGREE	MENT
I	CENT	RAL STATES, SOUTH	EAST AND SOU	THWEST AREAS
1		PENSION FUND/HEAL	TH AND WELF	ARE FUND
	in the second	ROSEMONT. IL	HIGGINS ROAL	
		PHONE (847) 518-9800	
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TH	IS AGREEMENT COLL IN	who the forme wedge why		will participale in the Central States. Southeast and
Southwest	Areas Pension Fund ("Pi	ension Fund") and/or the	Central States.	Southeast and Southwest Areas Meath and Wolfare
Fund ["Heal	ith and Wellard Fund's 🕫	accordance with its cell	ective bargaining	agreement with the Union covering the following iop
CIAS5-II-CAUO	n(s)			
הוס עהב סחה	er jos classification cover	ed by the collective parg	aining agreement	
1	fee Union and Pmr	plover agree to he bound	ny me Tri-st Aon	ement(s) of the Pension Fund and/or the Health and
Wettare Fur	nd and all amendmenis :	subsequently apopted as	s well as all rules	and regulations graseably in effect or subsequently
adop'ed by	the Trustees of the Fund	(s) and accept line respec	tive Employer an	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	6/1/13	Raie.	\$52.90 per day worked
	Effective Date	6/1/14	Rate	SSOLD per day worked S (a.10 D WIW
	Effective Date	6/1/15	Rate-	\$59.50 per day worked
	Effective Cate Effective Date	6/1/15 6/1:16	Rate Rate	overed Employee at the following rates: \$52.90 per day worked \$400 per day worked \$59.50 per day worked \$61.90 per day worked
				S59.50 per day worked S61.90 per day worked S64.40 per day worked
3	Effective Date Effective Date:	6/1:16 6/1/17	Rate:	Soliau per ber worked
3	Effective Date Effective Date:	6/1:16 6/1/17	Rate:	S64.40 per day worked
3	Effective Date Effective Date: The Employer shalt	6/1:16 6/1/17 contribute to the Health a	Rate: Rate: and Welfare Fund	561.90 per day worked 564.40 per day worked for each Covered Employee at the following rales;
3	Effective Date Effective Date: The Employer shalt Effective Date	6/1:16 6/1/17 contribute to the Health a	Rate: Rate: and Welfare Fund Rate: Rate:	561.30 per day worked 564.40 per day worked for each Covered Employee at the following rates:
3	Effective Date Effective Date: The Employer shalt Effective Date Effective Date	6/1:16 6/1/17 contribute to the Health a not applicable	Rate: Rate: and Welfare Fund Rate: Rate:	561.90 per day worked 564.40 per day worked for each Covered Employee at the following rales;
3	Effective Date Effective Date: The Employer shalt Effective Date Effective Date Effective Date	6/1:16 6/1/17 Contribute to the Health a not applicable	Rate: Rate: and Welfare Fund Rate: Rate Rate Rate	561.30 per day worked 564.40 per day worked for each Covered Employee at the following rates:
3	Effective Date Effective Date: The Employer shalt Effective Date Effective Date Effective Date Effective Date:	6/1:16 6/1/17 Contribute to the Health a not applicable	Rate: Rate: and Welfare Fund Rate Rate Rate Rate: Rate:	561.30 per day worked 564.40 per day worked for each Covered Employee at the following rates:

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 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 be due 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 b) the Employer is no longer obligated by a contract or statute to contribute to the Employer is no longer obligated by a contract or statute to contribute to the Employer is no longer obligated by a contract or statute to contribute to the Employer is no longer obligated by a contract or statute to contribute to the Employer.

the date of termination of participation or b) the Employer is no longer obligated by a contract or statule 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 disclamer of interest. In the event the Employer participates in both the Pension Frund and the Heath and Wetlare Fund and the termination referred to un a) or b) relates to only one Fund, then this Agreement shaft 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.

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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C. A. Hull Company, Inc.	247 Local Union No.
Employer Name	
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Printed Name and Title	Printed Name and Title
8-5-13	7-31-13
Date	Date
8177 Goldie Road	
Walled Lake, MI 48390	
Complete Address of Employer	·
(248) 363-3813	
Telephone Number Fax Number	
Federal Employer Identification Number	
If the Employer is signatory to a National or Group Contract, inc	dicate the name of such Contract:
If the Employer is signatory to a National or Group Contract, inc Is the Employer an itinerant construction company working on a	

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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:

THIS AGREEMENT sets forth the terms under which the Employor will perticipate in the Central States, Southeast and Southweat Areas Pension Fund ("Pension Fund") and/or the Central States, Southeaut and Southwest Areas Health and Wolfare 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 egreement.

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 ell 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 Employer

Effective Deter	tionut	the back covered Employee at the following re	ales:
Effective Date:	U-114	Rate: St no/1	
Effective Date:	060115	Rats: 6 19/1	
Effective Date:		Naishr.	
		Rate:	
Effective Date:	· .	Rata:	•
Effective Date:		Noto,	
THE PART OF THE		Rete:	

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

	11an 14	Reto:	T. 27/4
Effective Date:	D60115	ruaux,	hr.
	1/0 01 13	Rate:	9 10 JL
Effective Date:			
•		Rate:	•
Effective Date:		Deter	
		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 negatizied. 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 lovels 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 ·5. 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 taminate 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 stail with ratum receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certif is 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 diacialmer of interest. In the event the Employer participates in boin the Pension Fund and the Health and Welfare Fund and the tormination releaned to in e) or b) relates to only one Fund, than this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or discialmer 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 bargahing agreement is signed or the Employer and the Union agree to change the collective bargahing 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 not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall not be binding or the following agreements and in the written agreement that purports to retroactively eliminate or reduces the Employer's elstutory 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 erty full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(a) and includes casual employees (i.e. short term the Haalth 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 employeed in a managerial or supervisory capacity or any person employeed for the principal purpose of obtaining banefits from the Fund(s).

6. The Employer agrees to ramit 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, grevance/arbitration proceeding or other legal processing or sottlement. If the callective bergaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified applicative bergaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee the specified waiting period. If required by the who is not working due to liness or injury even if the Covered Employees to compensation. The Employee shall pay any covered Employee the lawould 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) witch occurred during the prior month and must pay all contributions tiwed 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 expanses 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 represent 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 the Health and Welfare Fund regardless of adual 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(a). 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(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(s).

t1. 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 90-7) and agrees that while this Agreement terms in affect, 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 Trusteas to enforce the terms of this Agreement, Including actions to collect delinquent contributions or to conduct audits, the fillinois 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 axistence 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.

-2-37.11.337

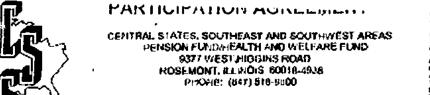
IN WITNESS WHEREOF, sald Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

 \sim Redacted by U.S. Department Redacted by U.S. Department of the Treasury of the Treasury Dat 12-01-2014 Date 783 RIDDR TRAD SUTH Complete Address of Employer 314.218-2147 Telect Federal Employer Identification Number If the Employer to alignatory to a National or Group Contract, addicate the name of such Contract: of. rane Harmenter is the Employer an idnerant construction company working on a project or on a seasonal basis? Yes _____ No ___

RECEIVED

DEC 0 9 2014

CONTRACT DEPARTMENT



CHAT (2000) TELESTOCS INCREASE INSCRESSED ANTI-AREA CONTA, JL TEALS VOITURA SOUTSE & QUETO CARTY F, CALOWED

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THIS AGREENTANT only form that terms made 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 Welford Fund ("Health and Welfare Fund") in accordancement is categoried agreement with the Union over highle job clossification(s) or. <u>Funeral Car Drivens</u>. and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreentest (s) of the Pension 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 mappedive Employee and Employee Trustees and shelf successors.

Effective July 1, 2003	the Employer spreas to continue \$225.70 to the Health & Welfare Fund and \$166.00 to the Petision Ferd, equality a compliance total of \$391.70 per weak, per employee.
Effective July 1, 2004	the Employer agrees to increase the contributions to the Health & Wetters and Pension Funds by a maximum of twenty-four doffars (\$24.00) per week, not to exceed a cumularive total of \$415.20 per week.
Effective July 1, 2008	the fimployer agrees to increase the contributions to the Health & Weifare and Pension Funds by a maximum of twenty-four dollars (\$24.00) per week, not to encode a cumulative total of \$439.70 per week.
Effective July 1, 2006	the Employer egross to increase the contributions to the Health & Weillare and Penston Funds by a manufactor of twenty-four dollars (\$24.00) per week, dot to exceed a cumulative total of \$452.70 per week
Effective July 1, 2007	the Employer agrees to measure the completions to the Health & Welfare and Penston Punds by a maximum of twetty-right dollars (\$28.00) per work, not to exceed a comulative ocal of \$493.70 per week.

RECEIVED ENECT

The Employer agrees to increase the contributions to the Peneton Fund on July U" each contract year by the residual amount of the maximum attract combined innerses nul inexceed the combined interses null any year.

The Employer agrees to instream the contributions to the Health & Welfare bund up July J^{a} each contrast year by the amount required by the Fund Transes to maintain the Tap level of benefits not to exceed the maximum specified above in any year.

4. Contribution rate changes after the test Effortive Date set (orth in paragraphs 2 and 3 situal to determined by each new collective bacquining agreement and such rate changes shall be incorporated into this Agreement. The parties may exclude an interfin agreement instabilishing constitution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rates during the periods when a new collective bargaining agreement of the termination of a new collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of a new collective bargaining agreement and prior to either the execution of a new collective bargaining agreement and a termination of a new collective bargaining agreement, the terminated collective bargaining agreement, the termination of the terminated collective bargaining agreement. However, the trustees reserve the right to rate the termination rate fit or borgaines test than the then the terminated rate is or borgaines test than the then the test of the test of the contribution rate fit or borgaines test than the then publicated rate or again agreement.

5. The Accordinal and the obligation to pay contributions to the Fund(s) will continue after the lemmination of a collective bargshing agreement and during a sinke accept to contributions shall be due during a sinke unless the Dinon and the Employer notubally agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall be due during a sinke unless the Dinon and the Employer's obligation to pay contributions shall be due during a sinke unless the Dinon and the Employer's obligation to pay contributions shall be contributed and the Employer's obligation to pay contributions shall be control of their decision to zero of their decision to zero brief ether as the Trustees decide to terminate the Agreement and provide written notice of their decision to zero 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 mark with relatin accept reclusated which describes the reason why the Employer is no longer obligated to contract the report is no longer obligated to contract the received to an only one built be presented to in e) or b) reakies to only one Fund, then this Agreement shall react in the describer to integrate to b) reakies to only one Fund, then this Agreement shall react in the describer to b) reakies to only one Fund.

6. When a new collective barganing agreement is string or the Employer and the Union agree to change the collective barganing agreement, the Employer and th

7. For Pursueses of this Agreement, the term "Convered Employee" shat mean any full-time or pachtime employee covered by a collective bargaining agreement requiring contributions to the Fund(a) and includes casues or playees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on cesual employees. Covered Employee shat not include any person employed in a menagerial or super visory capacity or any person employed for the principal pulpose of obtaining ter/2003form the Fund(a). 8. The Employee agrees to remit contributions on behavior each Covered Employee who receives, or is critical to federive, componisation for any pan of the Contribution Period (regarctess of which is employment relationship is terminated), including show up time pay, overtime pay, holiday oay, disability of timess pay, layoff/severation pay, secalion pay or the Psyment of wages which are the misult of any National Labor Robitions Board proceeding, grevance/arbitration proceeding or other legal proceeding or sattement. If the collective hargaining agreement states that contributions shaft not be due on newly hired Covered Employees for a specified wailing period, no commould have table due until the Covered Employee complete the specified was agreement of by the approach to the fund(s) on your of by the approach to the fund(s) on your of by the approache to the fund(s) on your of by the approache to the fund(s) on your of any contributions that would have otherwise been pakt on any Covered Employee who is a re-employed service member or former service member out for his or her ebsence again g approach to the fund(s) on behalt of any Covered Employee who is a re-employed service member or former service member of the his or her ebsence again g approach of uniformed service as defined at 10 C.F.R. § 104.3.

9. On or balorg the 15th day of each month, the Employer must report to the Fund(s) any change in the Govered Employee workforce (including, but not limited to new tites, tayoits 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 Employee shall be obligated to pay atterest on the monties 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' takes and cests and b) at the option of the Trustees or their delegated representative, the payment of contributions that accure after the Employer that be completed by the fund(s), including, but not imited to, attorneys' takes and cests and b) at the option of the Trustees or their delegated representative, the payment of contributions that accure after the Employer that become delinquent shall be accured to mat the contributions is aved for each calcordar water (Sundary through Saurday) shall be due on the following theater and Wetare Fund regardless of actual terminational, leaves of 60serCe, leavest or one changes in the workforce. The Trustees resorve the fund to employee that fails to terminate the gain of any Employee that fails to terminate the gain of any Employee that fails to the trustees or any the workforce. The Trustees resorve the fund to employee the first to contribution of any Employee that fails to timely pay required contributions.

10. The Employer shall provide the Trustees - th access to its payrol records and over Perbitent Jecords when requested by the Fund(s). If illigation is required to entrier 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 manew shall be paid by the Employer and the Employer shall pay any efformacy's fees and costs incurred by the Fund(s).

11. The Trustees shaft not be required to submit any depute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bergening egreement.

12 The Employer acknowledges that it is aware of the Fand(s) adverse selection rules (finduding Special Bullishr 99-7) 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 rules.

13. This Agreement stell 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 catect defixitient contributions or to concluding actions to catect defixitient contributions or to concluding actions to all populations for the statute of immissions shall apply. The Employer agrees that the statute of immissions shall populate the terms of the contract statute of immissions until such time as the FUND(s) receive actual written multice of the advance of the Employer's tability.

14. This Agreement may not be orally modified or terminated. To the extentiminate exists any control between any provisions of this Participation Agreement and any provisions of the optiocity bargating agreement. This Participation Agreement shall control

IN WITHESS WHEREOF, and Employer and Union have caused the Instrument to be executed by their duly authorized representatives, the day and yeer first above written.

Hutchens Hortuary

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

PikiloJ Name and Title

675 Graham Road

_ Flor1ssant, M0 63031_____ Complete Address of Employer

1314 831-3100 x 871 830-1440 Terephone Number Fax Number

43 133 6 13

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

ta the Employer an Anorant construction company working on a project or on a sessional basis; Yea ____ Ko <u>x</u>___

- Pa	PARTICIPATION AGREEMENT
	CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINGIS 60018-4938
	PHONE: (847) 518-9800 ACCOUNT NUMBER: 3914300-0102-554A

THIS AGREEMENT sets forth the terms under which the Employer will perticipate in the Central States, Southeast and Southwest Areas Pension Fund ("Panaion 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.

t. 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 auccessors.

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

Effective Date:	02/01/09	Rate:	\$54.60
Effective Date:	01/31/10	Rate:	\$58.40
Effective Date:	01/30/11	· Rate:	\$61.90
Effective Dale:		Rate:	
Effective Date:		Rale:	

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

Effective Date:	02/01/09	Rater	\$183.60		
Effective Date:	01/31/10	Rate:	\$197.80	 	<u> </u>
Effective Date:	01/30/11	Rate:	\$221.30*		
Effective Date:	· · · ·	Rale:		 ··	
Effective Date:		Rate:		 	
			—	 	

* Not to Exceed

4. Contribution rate changes after the tast Effective Date set forth in paragraphs 2 and 3 shall be 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 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 forminated collective bargaining agreement. Howaver, 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 retorn receipt requested which describes the reason why the Employer is no longer obligated to confribute status to do the 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 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.

When a new collective bargaining agreement is signed or the Employer and the Union agree to change the 6. 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 Punsion 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 percen employed for the principal purpose of obtaining benefits from the Fund(s).

The Employer agraes 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, 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 absonce 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 what 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, attomays' 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 Weltare 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 altomous' feet and costs inclured by the Fund(s).

The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions 11. 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 violales 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 contact 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 consont of the Fund(s). To the extent there exists any conflict between any provisions of this Participation Agroament 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.

Rinkie Materials	Local Lloion No. 554
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
<u>Date</u>	2-17-09 Date
8707 N 300 ^{-1/r} 51. VALLEY NE 68064 Complete Address of Employer 402-359-2138 102-359-2138 1000000000000000000000000000000000000	4
Tolephone Number Fax Number 58 - 1416933 Federal Employor Identification Number	
If the Employer is signatory to a National or Group Contract, indicat	te the name of such Contract:
Is the Employer an Itinarant construction company working on a pro	ojaci or on a seasonal basis? Yes No
FEB 1 8 2009	
CONTRACT DEPARTMENT	
24Groups / und i Vermaschi Con PA cor = 01/14/2018	

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CENTRAL STATES

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CHIRLOYEE TRUSTEES ----

THE OTER THUS TERS HOWIND HE DOUGALL ROBERT & RIMER RM PALLWIN SR MRT-ORTH BURNE AR THEATWE DIRECTOR

RONALO J RUBALANZA

CENTRAL STATES. SOUTHBAST AND SOUTHWEST AREAS PENSION FUNDMEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, IL 60018-4938 PHONE: (708) 518-9800

PARTICIPATION AGREEMENT

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dey of JANUARY 1993, by and between the Employer and 16TH

WITNESSETH:

WHEREAS, the Union and the Employer have entered into a collective bargeining agreement which provides for participation in the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION AND/OR HEALTH AND WELFARE FUND in order to obtain retirement and/or basith benefits for Employees (classification: DRIVERS, TARD, ETC.) represented by the Union retirement and/or health benefits for Employees (classification: and emplayed by the Employer.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained and subject to the written acceptance of the parties as participants by asid Trust Fund(s), the Union and the Employer hereby agree as follows:

- The Union and the Employer agree to be bound by, and hereby assent to, all of the terms of the Trust Agreement(s) creating said CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION AND/OR HEALTH AND WELFARE FUND, as 1. emendant, ell of the rules and regulations haretofore adopted by the Trustase of seid Trust Fundte) pursuant to eaid Trust Agreementies, and all of the ections of the Trustees in administering such Trust Fund(s) in accordance with the Trust Agreementiel and rules adopted.
- 2, The Employer hereby eccepts as Employer Trustees the present Employer Trustees ecpointed under eard Trust Agreement(s) and all such past or succeeding Employer Trustees as shall have been or will be eppointed in accordance with the torms of the Trust Agreementies.
- з. The Union hereby accepts as Union Trustass the present Union Trustace appainted under said Trust Agraement(s) and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreementis).
- 41e). In eccordance with the collective bergeining agreement, the effective date of perficipation in the Panelon Fund is 16TH DAY OF JANUARY 1993.
- 4(b). In accordance with the collective bargening egreement, the effective data of perticipation in the Heath and Welfare Fund 14 16TH DAY OF JANUARY 1993
- 5(a). The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the following emounts per work / day for its bargeining unit Employees pursuent to the terms of the collective bargeining agreement, and only for such Employees:

55.00 61.00

Effective Dete	s	Amount:	\$
Ellective Date		Amount:	•_
Effective Date		Amount:	1

5(ь). The Employer shell contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND the following ansounts per work for its bargaining unit Employees pursuant to the terms of the collective bargaining egreement, and only for such Employees:

Date:	 Amount: \$88,00	
Date:	 Amount: \$ 96,00	
Date:	 Amount: \$	

- 5(c). If the Employer signs and enters into a new collective beigening egreement with the Union, or modifies such current collective bargaining agreement, the Employer must notify the Trust Fund(s) of such contractual change, and further agrees that no applicable Statute of Limitations shall begin to run until such notice of contract change has been received by the Fund(s).
- The Employer and Union represent to the Trustees that payments will be made only on behalf of Employees in the collective 8. bergaining unit, excluding, by way of example but not limitation, salf-employed persons and subervisors, among others.
- 7. This Agreement shall continue it. full force and affect until such time as the Employer notifies the Fund(s) by cartified mail (with a copy to the Local Union) that the Employer is no longer under a legal duty to make contributions to the Fundist. The Employer shall set forth in the required written notice to the Fundist the specific base upon which the Employer is relying in terminating its obligation to make contributions to the Fundisi. The Employer expressivagrees and hereby acknowledges by the signing of this Agreement that its obligation to make contributions to the Fund(s) shall continue until the above-mentioned written notice is received by the Fundisi and the Trustees acknowledge the Employer's termination in writing.
- 8. Payments of Employer contributions are to be mailed to Central States Health and Welfare and Penalon Funds, Post Office Box 71147, Chicago, Illinois 60694, or to such other depressory as the Trustees may designate.
- 9. On or before the fifteenth (15th) day of the month after the prepared gate at a bill, the Employer must report to the Fundat any changes in the status of Employees that are applicable to the pened pilled. Failure of an Employer to file a written report, on a form provided by the Fundity within seid period constitutes superatic acceptance of and liability for the amounts due on the Employees based. After and period has expired, an Employer will not be able to receive credit for any changes of supploymentation, repardiess of actual terministions, leaves of absence, sick lawes, lavoids or other changes. No Statule of Limitations made applicable as a result of any change in Employee status shaft begin to run until said report of such change has been delivered to the Fundla).
- 10. In the event of a delinquency on the part of the Employer, interest will be charged at a rate in accordance with the Trust Agreementis) per ennum on the outstanding balance. Any subsequent payments on delinguencies will be applied in accordance with the policy established by the Trustees.

11.	accordance with the powey association by the Trustess. If an Employer eigns a collective bargeining agreement through an Employer Association establishing participation in the Pansion and/or Health and Welfare Fund, the respective Association's signature shall be binding on the respective Employere of the Association.
12.	This Agreement and any interpretation thereof will be governed according to the law of the State of Illinois,
	- lover)
	37.11.344

- 13. For purposes of this Agreement, the following definitions will govern:
 - (1) "Employer", as used herein, shell mean any Employer who is bound by a collective bargaining agreement with the Union and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfere Fund), or any Employer not presently a party to such collective hargaining agreement who satisfies the requirements for participation as astablished by the Trustees and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfere Fund).
 - (2) "Employee", as used herein, shall mean:
 - (a) A person tother than a person amployed in a supervisory capacity) who has been on the perroll of an Employer for at least thirty (30) days who is employed under the terms and conditions ~t a colluttive bargeining agreement as entered into between an Employer and a Union, and on whose behalf coundutions are required to be made to the Pension and/or Health and Welfare Fund by the Employer; or
 - (b) All persons employed by the Union, as herein defined, uper heing proposed by the Union and after acceptance by the Trustees as hereinafter defined; and as to such Union personnel the Union shall be considered an Employer, solely for the purpose of contractions, and anoth, on behalf of such employees, make or be presently required to make contributions to the Pension and/or Health and Walfare Fund at the times and at the rate of peyment equal to that required by any other Employer who participates in the Trust Fund for the same benefite; or
 - (c) All persons employed by CENTRAL STATES. SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, or CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND upon acceptance by the Truetees as hereinsiter defined; and as to such personnel the Truetees shall be deemed an Employer, solely for the purpose of contributions, within the meaning of the Agreement(s) and Declaration(s) of Trust and shell, on behalf of such personnel, make or be presently required to make contributions to the Trust(s) at the times and at the rate of payment equal to that required by any other Employer who perticipates in the Trust Fund(s) for the same benefite.
 - (d) In all instances the common law test, or the applicable statutory definition of master-survent relationship shall control the Employee status.
 - (a) The continuation of Employee status once estab ished shall be subject to such reasonable rules as the Trustees may adopt according to low.
 - (3) Hours worked, for purposes of this Agreement, shall mean time of employment for which an Employee is entitled to wages and includes, but is not similar to, show up time, overtime and vacation time. Hours worked shall also include payment of wages which is the result of any National Labor Relations Board action, grievance proceeding, which resulted in the payment of oack wages to an Employee by the Employee. Additionally, the hours worked shall also include any period for which the Fundle) is lare? but jet not solve any period for which the Fundle) is lare? but jet one the Employee Hetirement Income Security Act of 1974 to award oreginate solve.
 - (4) Delinquent Employer, for purposes of this Agreement, shall mean an Employer whose contribution payment is not received on the differenth day of the month effor the prepared date of 6 bill.
- 14. It is expressly agraed to by the Employer lits successors, administrators, executors and assigns) who is or may become a party to the collective bargaining egreement (including all renewals and extensions thereof) reterted to in the second paragreph of this Participation Agreement into any and all disputes ansing between the Employer and the Fund(s) concerning the opplication end/ar interpretation of the collective bargaining egreement's provision for contributions to sud Trust Fund(s) concerning the opplication end/ar interpretation of the collective bargaining egreement's provision for contributions to sud Trust Fund(s) to the Employer's obligations to submit contributions to the Fund(s) each for resolutions to the Trustees of the Fund(s) and need not be subject to the grisvence-arbitration charses, or any after adjudicatory classes of the collective bargaining egreement. It is understood (bal) in the event there remain any unresolved disputes between the parties to this Agreement after exhausting the procedure est forth in this paragreph, either perty is tree to make appropriate judical relief.
- 15. This Agreement is not binding upon the Fundle) until accepted by the Trustees and continnation of seme is sent out over the signature of an authorized Fundle) representative, normally the Executive Director.

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

IRVING MATERIALS, INC. GENERAL DRIVERS, WAREHOUSEMEN & HELPERS EMPLOYER LOCAL UNION # 89 3813 TAYLOR BLVD. 1440 SELINDA AVENUE LOUISVILLE, KY. 40215-2695 LOUISVILLE, KY 40213 COMPLETE ADDRESS OF EMPLOYER UNIÓN 35-1068206 * Redacted by U.S. Department Redacted by U.S. Department of the Treasury of the Treasury (MEMBERS PREVIOUSLY COVERED UNDER AMERICAN BUILDERS SUPPLY, [ROGERS GROUP]) Is the Employer represented by a bargaining association, yestno, th Yes, harre HECCI PS: 15 ÷ Rev. 1/92 37.11.345



for ¢

PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHAEST AREAS PENSION FUNDITIEALTH AND WELFARE FUND BITT WEST HOODING ROAD ROGEMONT, ELENOIS 60018-4936 PHONE: (847) 518-9600

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THIS AGREEMENT sats forth the terms under which the Employer will perildpate in the Central States, Sourfreed and Southwest Areas Pension Fund ("Pension Fund") and/or the Central Station, Southwest and Southwest Arms Health and Wellern Fund ('Health and Wellers Fund') in population with the policities beigniting excention with the Union covering the jub clausification(s) of <u>Drivers</u>, Mechanics, Landren, Batchrein

1. The Union and Employer egree to be bound by the Trust Agreement(s) of the Peusion Fund endor the Health and Wolfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and scrept the respective Employee and Employee Trustees and this successors.

2. The Employer shall contribute to the Pension Pund per <u>Hour</u> one) (the "Contribution Period") for each Covered Employee at the following rates: wook/day/hour (chouse

Effective Date: <u>4/4/01</u>	Rele: <u>\$2.65</u>
Eflective Dale	Rale:65
Effective Data 4/2/06	Rana: 12.65
Effective Cato:	Ralo:
Elective Date.	Rate

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3/30/04	4/4/04	Rate, <u>\$4.65</u>	
3/29/05	4/3/05	Rate: 54.65	MAY 0 6 2004
3/28/06	4/2/06	Rato:54,90	CONTRACT DEPARTMENT
Note: Change		Rele,	•
Chan Cule to	<u> </u>	Rate	۰.,

MKa changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new outcome bargaining egreement and such rate changes shell be incorporated into the Agreement. The parties may execute an interim agreement establishing contribution rates during the particle when a new collective bargaining agreement is being negotiated. In the alcoston of an interim agreement, the contribution rate required to be paid after termination of a collective beighting agreement and prior to ether the execution of a new collective beginning agreement or the lamination of this Agreement, shall be the rates in effect on the left day of the letra unled collective bergaining agreement. However, the Treaties reserve the right to reduce benefit levels if the contribution rate is or becomes tess than the then putcheled rate for the apply able benalit plan or class.

This Agreement and the obligation to pay constitutions to the Fund(a) will continue after the termination of a cullectve breaking agreement and during a strike accept no contributions shall be due during a strike unless tea-Union and the Employer crutually again in weight coverse no executions state are the control are the graves are Control to Employer crutually again in weight coverse. This Agreement and the Employer's obligation to pay control the Employer crutually again in weight coverse to be the stringer of the Control and provide weights of the'r decision to the Employer or by the Employer is no tonger obligated by a contract or status to control at the address specified above can by cardined and writer notice directed to the Fundist' Contracts Department at the address specified above can by cardined and and a mostly requested which describes the reason why the Employer is no second address the control of the barrier of the fundist's contracts and the Employer is no to address and the second to the the second resolution of the fundist's Contracts Department at the address specified above card by cardined and the Employer is no tonger to be the fundist. ionger obligated to contribute, in the event the Employer participates in both the Pension Fend and the Health and Wolfsen 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 estinctive barganing agreement, the Employer shall promitly submit the entre agreement or modification to the Pund(a)' Contracts Department by certiled mail (refers terring requested) at the address specified above. Any egreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(a) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written euroman(s) that has been submitted to the Fund(s) shall alone romain antorceable.

For purposes of this Agreement, the term "Covered Employee" shall mean any ful-time or port time employee covered by a conscise bergaining agreement requiring contributions to the Fund(s) and includes casual employees (2.6, short term amployees who work for uncertain or irregular duration) unless the cortective trangaining agreement aspicitly enduring contributions on casual employees. Covered Employee shall not include any person erapizyod in a managerial or supervisory capacity or any person arr ployed for the principal purpose of attaining bunefits from the Fand(s).

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0. On or before the 19th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee we three including, but not implied to new biros, layoffs or terminators) which occurred during the prior month and must pay all contributions grant for the prior month. In the event of a dulinguoncy, a) the Employer shell be obligated to pay interest on the moving due to the Pund(s) from the date when payment was due, to the date when the regressed is made, logithet with all arguments of malecton incurred by the Functor, including, but not limited to, allornays' feet and made and by at the option of the Tructees or their designed representative, the paymon of contributions that access when the Employee has become delinquari shell be accelerated to that the contributions for each calendar week (Senday Brough Seturday) shall be due on the following Mossiay. 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 territorions, terrors of absence, layoffs or other changes in the worldorce. The Trustees reserve the right to briminate the participation of any Employer that feits to timely pay required contributions.

10. The Employer size provide the Trustees with accessing in payroll records and other particular records when requested by the Fundary. If legation is required to other potent access to the Employer's records or to collect without it. In ps that result from the review of the records, bill peets incurred by the Fundary in a contacting the review. shall be paid by the Employer and the Employer shall pip any ellomage less and costs incurred by the Fund(s).

11. The Tradeas shell not be required to submit any dispute concerning the Employer's obligation to pay combibutions to any gelevanos/artitration procedure set from in any collective bargaining agreement. To the extent there matts any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining epreement, this Participation Agreement shall control,

The Employer ectnowedges that it is aware of the Fund(s)' edverse selection rules (including Special Bullotin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement that violates Oto adverse selection rubas

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 construct audits, the literals ten year written contract statute of limitations shall apply. The Employer agroes that the statute of imitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the adstance of the Employer's fabrily,

This Agreement may not be easily modified or terminated.

IN WITHEREOF, sold Employer and Union have caused this instrument to be executed by their duly MAY 0 6 2004 AM suthorized representatives, the day and year first above written.

IN1 Invinc Materials, Inc. Redacted by U.S. Department	Redacted by U.S. Department	r IT
of the Treasury		1
1816 H. Lloyd Expressway	and Dustness Xiniger	م نام مربع
Evansville, 18 47712		
Complete Address of Employer		
[8]7) 424-3554		
Telephone Number		<u>^2</u>
Federal Employer Namber		
If the Employer is signatory to a National of Group Contri	ect. Indicate the serve of each Contract:	
N/A		
is the Employer an Diversitie construction company works	ng on a project or on a seasonal backy: Yes No <u>X</u>	
	ng on a project of on a seasonal backy. Yes <u>No X</u> · · ·	
	ng on a project or on a seasonal backy. Yes No <u>X</u> "* - - -	
	ng on a project or on a seasonal backy: Yes <u>No X</u> · · · ·· ·	
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PARTICIPATION	AGREEMENT
CENTRAL STATES, SOUTHEAST PENSION FUND/HEALTH A 9377 WEST HIGG ROSEMONT, ILLINOI	ND WELFARE FUND SINS ROAD IS 60018-4938
PHONE: (847);	518-9800 1 a fay ette

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.

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

Effective Date:	05/01/2015	Rate:	\$148.60 PER WEEK
Effective Date:	05/01/2016	Rate:	\$154.50 PER WEEK
Effective Date:	05/01/2017	Rate:	\$160.70 PER WEEK
Effective Date:	_05/01/2018	Rate:	\$187.10 PER WEEK
Effective Date:	•	Rate:	

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

Effective Date:	and the basis in the latter that have not a second sufficiency is in the second	Rate:	·
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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 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 diract d 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 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.

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 fate 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 managenial 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 bahalf 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).

14. 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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Employer Name	Local Union No.
Redacted by U.S. Department of the Treasury	Representative Signature
Le 1 11/15	Printed Name and Title
Date 8032 n State Rd 9	Date
Greenfield, IN 410140 Complete Address of Employer	RECEIVED
317-326-3101 317-326-2016 Telephone Number Fax Number	AUG 0 6 2015
35-0817664 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 or on a seasonal basis?	Ye5		No XX
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	CEN	ITRAL STATES, SOUTI PENSION FUNDIHE/ 9377 WES ROSEMONT, I PHONE	TION AGREEMENT THEAST AND SOUTHWEST AREAS ALTH AND WELFARE FUND BT HIGGINS ROAD ILLINOIS 60018-4938 (847) 518-9800
		ACCOUNT NUMBER	
ciassification	(9)	orth the terms under wh tension Fund") and/or the in accordance with its col- red by the collective pare	nuch the Employer will participate in the Central States. Southeast and the Central States, Southeast and Southwest Areas Health and Welfare blective bargaining agreement with the Union covering the following po
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Weifare Fund accopted by th	I and all amendments the Trustees of the Fund	subsequently adopted a (s) and accept the respec	c by the Trust Agreement(s) of the Pension Fund and/or the Health and as well as all rules and regulations presently in effect or subsequently active Employer and Employee Trustees and their successors
2	The Employer shall	contribute to the Pension	
	Effective Date	6/1/13	Rate: SSI.50 per day worked M
	Effective Date	6/1/14	Rate Stop or day worked Stand n with
	Effective Date	6/1/15	Rate 559.50 per day worked
	Effective Date.	6/1/16	Rate: \$61.90 per day worked
	Effective Date:	6/1/17	Rate: \$64.40 per day worked
3	The Employer shall	contribute to the Health a	and Welfare Fund for each Covered Employee at the following rates:
	Effective Oate	not applicable	
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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.

Angelo lafrate Construction	247
Smolover Name	Local Union No.
Redacted by U.S. Department	Redacted by U.S. Department
of the Treasury	of the Treasury
Printed Name and Title	
	Printed Name and Title
8-S-13	
Date	Date
26300 Sherwood	
Warren, MI 48091	
Complete Address of Employer	—
(586) 756-1070	
Telephone Number Fax Number	
s the Employer an itinerant construction company working o	on a project or on a seasonal basis? Yes No

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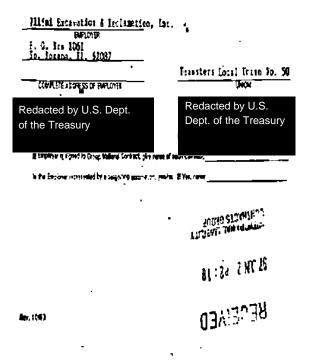
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CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE (847)518-9800

P**"UPE YOLAG** "PLOVER TRUSTEE"

GLEY F CALOWELL CHRISTOP-ERLANDAN DISCUTIVE DIRECTOR THOMAS & MYHAN

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 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 Employe 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 Employee 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	5/1/06	Rate:	\$27 40 per day
Effective Date:	5/1/07	Rater	\$29.30 pcr day
Effective Date:	5/1/08	Rate:	\$31.40 per day
Effective Date:	5/1 /09	Rate:	\$33.60 per day
-			

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

Effective Date:	5/1/06	Rate: \$7.25 per hour
Effective Date.	5/1/07	Rate. \$7,90 per hour
Effective Date:	5/1/08	Rate \$8.60 per hour
Effective Date:	5/1/09	Rate: Not to exceed \$9.30 per hour

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 complution 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 lemination of a first Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement However, the Trusteas 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 in dithe Employers 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 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 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 a) inerticipation in the event the Employer participates in both the Pension Fund and the Heath 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 ovent an NLRB election or discaimer of interest referred to in c) or 0] 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 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 atome remain enforceable. The following agreements shall not be varid: a) an agreement that purports to retroactively eliminate or roduce the Employer's stahlboy 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 duty to contribute to the Pension Fund or c) an agreement that purports to prospectively reduce the duty to contribute to the Pension Fund or c) an agreement that purports to prospectively reduce 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 litness pay, layott/severande bay? Sacat on 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 hargaining 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 terninations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquancy, b) 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, lagether 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 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 tempinate 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 Builetin 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(6) 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 WITHLSS 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 Illinois Excavators, Inc.

Redacted by U.S. Department of the Treasury

Date:

of the Treasury

Local Union No: 60

Redacted by U.S. Department

Date:

Complete Address of Employer 55 E. Mill Street, Ruma, IL 62278

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 _ X _ No _



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

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:	4/1/12	Rate:	\$52.90 day/\$264.50 max week
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	Rate:	\$59.50 day/\$297.50 max week
Effective Date:	4/1/16	Rate:	\$61.90 day/\$309.50 max week

3. 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:		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 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 pro nptty 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 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).

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 Govered 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 fundes 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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Imperial Construction, Co.	247
Employer Name	Redacted by U.S. Department
Redacted by U.S. Department of the Treasury	of the Treasury
$\frac{\chi S/2}{Date}$	Printed Name and Title 5-14-12
13507 Helen St.	Date
Detroit, MI 48212-2022	
Complete Address of Employer	RECEIVED
(313) 365-5920 (313) 365-5937	
Telephone Number Fax Number	- MAY 2 1 2012
X 38-1803224	CONTRACT
Federal Employer Identification Number	DEPARTMENT
f the Employer is signatory to a National or Group Contract, inc MITA Underground, Non-associated company	dicate the name of such Contract:
s the Employer an itinerant construction company working on a	a project or on a seasonal basis? Yes No

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PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDMEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 800184938 PHONE: (847) 518-9800 ABNAAMINE TRUGTYF S 947 GASH 408 OMME JERRY VCENGER 664046° J. MESSLEY PREUP S VISING

RIPLOPEN TRUSTERS INCOMPENTATION TO ANTIANT OF BOATE AR GANTY MEMBRIAN TOM I STATISTICS

ELECTION CONCOLOR

THIS AGREEMENT sets forth the terms under which the Employer will perticitate 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 contactive barganing agreement with the Union covering the job classification (a) of Walate

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Heath and Wetfare 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 Week week/day/hour (choose one) (the "Contribution Penod") for each Covered Employee at the following rates:

Effective Date April 01, 2006	Rate:	\$179.30
Effective Date: April 01, 2009	Rate	5 19 <u>3.</u> 60
Effective Date: <u>April 01, 2010</u>	Rate	\$209.10
Effective Date April 01, 2011	Rate:	\$225.80
Effective Oate April 01, 2012	Rate:	<u>\$243.90</u>

The Employer shall contribute to the Health and Welfam Fund per week (the "Contribution Penod") for each Covered Employee at the following rates:

Effective Date:	Rate:
Effective Date	Rate
Effective Date	
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 bargaring agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the penods when a new collective bargaring agreement is being negotiated in the absence of an interim agreement, the contribution rates during the penods when a new collective bargaring agreement is being negotiated in the absence of an interim agreement, the contribution rate during the penods when a new collective bargaring agreement of a collective bargaring agreement and prior to either the execution of a collective bargaring agreement, shall be the rates in effect on the last day of the terminated collective bargaring agreement. However, the Trustocs reserve the right to reduce bonefic levels if the contribution rate is or becomes less than the then published rate for the applicable barget 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 to the Pund(s) 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.

6. When a new collective bergeining 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 recept requested) at the address spectred above. Any agreement or understanding which affects the Employer's contribution obligation which hav not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the instease 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 dura: On) unless the collective bargaining agreement explores. Covered Employee shall not include any person employeed in a managenial 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 up time pay, overtime pay, toliday pay, disability or timess pay, layoff severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, gnavance/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 unit the Covered Employee completes the specified waiting period. If equired by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on required by the applicable collective bargaining agreement, contributions shall also be made to the Employee is not working due to finess or injuly even if the Covered Employee is not entitled to compensation. The Employee strail pay any contributions that would have otherwise been pard on any Covered Employee who is a reemployed sorvice member or former service member but for his or her absence during a period of unformed 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 imited to new hree, layofts 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 a crest 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 obligated to pay including, but not limited to attemptions that accrue after the the option of the Trustees or their delegated representative, but not limited to, attomety's fees and costs and b) at the option of the Trustees or lineir 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 (S inday 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 cilled by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layofts or other changes in the work force. The Trustees reserve the right to terminate the perticipation of any Employer that fails to the by pay.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinant records when requested by the Fund(s). If Rigation 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 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 ParLeipation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control

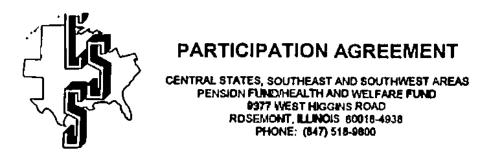
12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including Special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement relationates the adverse selection rules.

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 his Agreement, including actions to cortect definquent contractions 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 l'und(8) receive actual written notice of the existence of the Employers tability.

14. 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.

edacted by U.S. Department the Treasury	Redacted by U.S. Department of the Treasury
Printed Name and Title (Litted Milling and time
109 27th Ave. NE	RECEIVE
Minnespolie, MN 53413 Complete Address of Employer	MAY 1 2 2008
Telephoné Number	CONTRACT Department
Federal Employer Number	
If the Employer is signatory to a National I	or Group Contract, Indicate the name of such Contract



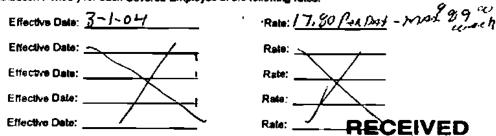
EMPLOYER TRUSTES HOWARD NUTCHIALL ARTHUR H. BURTEL JR DAND F. MORRISON TOM J. VENTURA DAVIEL J. ISBURTO

EXECUTIVE ORECTOR ROMALD & RUBALANZA

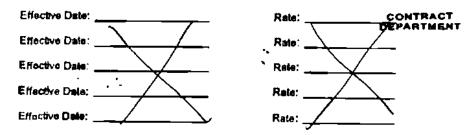
THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pensian Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Pensian Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Pensian Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Pensian Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Pensian Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Pensian Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") and/or the Central States, Southeast Areas Health and Welfare Fund ("Health and Welfare Fund") and/or the Central States, Southeast Areas Health and Welfare Fund ("Health and Welfare Fund") and/or the Central States, Southeast Areas Health and Welfare Fund ("Health and Welfare Fund") and/or the Central States, Southeast Areas Health and Welfare Fund") and/or the Central States, Southeast Areas Health and Welfare Fund ("Health and Welfare Fund") and/or the Central States, Southeast Areas Health and Welfare Fund") and/or the Central States, Southeast Areas Health and Welfare Fund") and/or the Central States, Southeast Areas Health and States Areas Health and ("Health and Welfare Fund") and/or the Central States Areas Health and ("Health and Welfare Fund") and/or the Central States, Southeast Areas Health and ("Health and "Health and "Healt

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund end/or the Health and Weifere 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 per <u>17,60 Par 1944</u> Week/day/hour (chaose one) (the "Contribution Period") for each Covered Employee at the following rates:



3. The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates: MAR 2 6 2004



4. Contribution rate changes after the last Effective Date set forth in peragraphs 2 and 3 shall be determined by each new contentive bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an intertim agreement establishing contribution rates during the periods when a new coll city bargaining agreement is being negotiated. In the ebsence of an intertim agreement, the contribution of a new collective bargaining 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 them published rate for the epplicable 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 contribution (check) be due during a white unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate unlit where i) the Trustees decks 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 nontribute to the Fund(s) have received is written notice directed to the Fund(s). Contracts Department at the address specified above sent by certified mail with 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 Weilare Fund and the termination referred to in e) or b) relates to only one Fund, then this Agreement shall remain in affect 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 Trustoes 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 in part-time employee covered by a collective bargeining agreement requiring contributions to the Fund(s) and includes casual employees (i.e., sholl term employees who work for uncertain or irregular duration) unless the cillective bargeining agreement explicitly excludes contributions on casual employees. Covered Employees shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining banefics 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, 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 proc ding, grievance/arbitetion proceeding or other legal proceeding or settlement. If the cotlective 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 Env Covered Employee who is a remployee who is not 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 unit med 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(e) 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 delinquoncy, 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 representations, when 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 pairtoil 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 grinvance/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)' advarse 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 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 lillhois 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 unpadd 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.

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.

Inductrial Contractory, Inc. 135 Local Union No. Redacted by U.S. Department of the Treasury Redacted by U.S. Department of the Treasury 401 N.W. First Street Evansville TN 49902 Complete Address of Employed (P12) 423-7832 Telephone Number 351103660 Federal Employer Number If the Employer is signatory to a National or Group Contract, indicate the nam of such Contract: ELLINOIS HEAVY HIGHWAY

is the Employer an innerant construction company working on a project or on a seasonal basis. Yes _____ No ____

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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: 3987900-0401-00215A

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 bargaining agreement with the Union covering the following job classification(s): <u>Building Construction, Government defense projects and/or industrial projects</u>

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:	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 D. (Nate.	
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 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 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 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 and the Fund(s) have received a written notice directed to the Fund(s) contracts Department at the address specified above sent 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 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 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 shall pay 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 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.

	ry to a National or Group Contract, indicate	the name of such Contract
Federal Employer Identification Number		CONTRACT DEPARTMENT
35-1103660		CONTRACT
Telephone Number	Fax Number	SEP 1 8 2012
812-423 -7832	812-464-7399	
Complete Address of Em	ployer	RECEIVED
P O Box 208, Evansville	IN 47702	
<u>9-7-2012</u> Date		<u>9//3//2</u> Date
Redacted by U.S. Department of the Treasury		of the Treasury
		Redacted by U.S. Department

Is the Employer an itinerant construction company working on a project or on a seasonal basis?	Yes	No
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PARTICIPATION AGREEMENT CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDAREALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, LLINOIS 60018-4938 PHONE: (847) 518-9800

FILL B GEGANE JERRY YOUNGON CEOROE J WESTILY CHARLES & WHORKE PHILL & YOUNG

ENPLOYER TRUSTEES HINMAD MOUGALL ARTHURH BUNTE, JA. TOM J. VENTURA GARY F. GALOVELL O-MSTOPHER LANCAN

EXECUTIVE CIRECTOR THEMAS C. NYISAN

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): TZACK DEIVER

other tob classification covered by the collective bargaining agreement.

Effective Date: _____

Effective Date: ____

The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Weilare 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: 2.

Effective Date: MAY 1 2012	Rate: 41,70/DAY
Effective Date MAY 1 2013	Raie: 41,70/ DAY
Effective Date:	Rate:
Ettective Date:	Rate:
Effective Datc:	Rale
The Employer shall contribute to the Health a following rates:	and Welfare Fund for each Covered Employee at the
Effective Dale MAY 1 2012	Role <u>9.30 / Hase</u> Rolo: <u>9.70 / Hase</u>
Effective Date: MAY 1, 2013	Rato: 9.70/ Hear
Effective Dale	Rate

Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by 4 each new conjective 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 tormination 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 bargarning 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 bargaming 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 unt a) the Trustees decide to terminate the participation of the Employer and provide written not ce 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 a. the address specified above sent by certified ma with return receipt requested which describes the reason why the Employer is no longer obligated to continuite or c) the date the NLRB certilities 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 declaimer 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 disclarmer 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 mal (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution oc gation 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 entorceable. 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 colloctive 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 Wulfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Wulfare 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 romit 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 cay, overtime pay ho' day pay, disability or illness pay, layoff/severince pay, vacation pay or the payment of wages which all the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective burgating agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no centributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargating agreement, contributions shall also be made to the specified waiting period. If required by the applicable collective bargating agreement, contributions shall also be made to the specified waiting period. If required by the applicable collective bargating agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not wurking due to illness or light have otherwise been paid on any Coverent 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 imited 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 delin uency, 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 Emitted to, attorneys' fees and costs and b) together with all expenses of collection incurred by the Fund(s), including, but not Emitted to, attorneys' fees and costs and b) together with all expenses or their delegated represe itative, the payment of contributions that acorue after the Employer thas at the option of the Trustees or their delegated represe itative, the payment of contributions that acorue after the Employer has become delinguent shall be accelerated so that the contributions have for each catel oar wirek (Sunday through Salmday) what be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer fails to report changes 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 it gation 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)' adve se 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 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 movified 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 same Constraintion UC	515
edacted by U.S. Department	Redacted by U.S. Department
f the Treasury	of the Treasury
The reasony	
	Printed Name and Title
Printed Name and Tille	12/4/12
Nou 28.12	Dale
Date	
4033 E. MORGAN ED.	RECEIVED
PPSILANTI, NIL 48197	-
Compiete Address of Employer	2013 8 0 MAL
(734-395.3767 (734 434.200)	CONTRACT
Telephone Number Fax Number	DEPARTMENT
04.3633384	
Forteral Employer Identification Number	
If the Employer is signatory to a National or Group Contract, I	indicate the name of such Contract
	37 11 368

ts the Employer an itinerant construction company working on a project or on a seasonal basis: Yes ____ No ___



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 EMPLOYEE TRUSTEES FRED GEGARE JERRY YOUNGET GEORGE J.VESTLLY CHARLES A. WHOBREY

EMPLOYER TRUSTEES HOWARD MCDOUGALL ARTHUR H. BUNTE JR 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 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: <u>04/01/08</u>	Rate: \$ 85.00
Effective Date:04/27/08	Rate: <u>\$ 91.80</u>
Effective Date: 04/01/09	Rate: \$ 99.10
Effective Date:04/01/10	Rate:
Effective Date:04/01/11	Rate:
Effective Date: 04/01/12	Rate: \$124,80
Effective Date: 04/01/13	Rate:

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

Effective Date: <u>N/A</u>	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 val'd 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 elec on 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 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 certfed 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 bilding 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 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 bargalning agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or integular duration) except a casual employee shall of be a Covered Employee with respect to the Health and Welfare Fund if the collective barga ning 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 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 behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee who is a re-employee 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 mon es 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, 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.

INGRAM TRUCK LINE, MC.,

Redacted by U.S. Department of the Treasury

2HI Boxbi encer. Complete Address of Employer Fax Number Federal Employer Identification Number

Local Union No. _____

Representative Signature

Printed Name and Tille

Date

RECEIVED

JAN 2 9 2009

CONTRACT

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 Division - ICA, Inc. and Teamsters Joint Council No. 69

Is the Employer an itinerant construction company working on a project or on a seasonal basis: Yes _____ No ___

TEAMSTERS LOCAL 682

- Eng	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
	ACCOUNT NUMBER: 4021650-0107-68CA

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 Weifare Fund ("Health and Weifare 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.

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

Effective Date:	4-25-10	Rate: 156.25
Effective Date:		Rete: 147. 79
Effective Date:		Rate: 182.29
Effective Date:		
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:	 Rale:	 R		
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. However, the Trustees Agreement, shall be the rates in affect on the last day of the terminated collective bargaining agreement. However, the Trustees reserves the right to reduce benefit levets if the contribution rate is or becomes less than the then published rate for the applicable banefit blan or class.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a collective bargaling 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 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 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 bargalning unit, this Agreement shall remain in effect with respect to the conter Fund.

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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 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 dalinquency, z) 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 secrue 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 liubility.

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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TEAMSTERS LOCAL 682

IN WITNESS WHI representatives, the day an	EREOF, said Employer and Union Id year first above written.	have caused this instrument to be executed by their duly	authorized
Redacted by U.S. Dep of the Treasury	bartment	Redacted by U.S. Department of the Treasury	
		5-26-10	
5-27-10 Date 2930 Market St.		Date	
St. Louis, MO 6			
Comptete Address of Emp	314-534-6663		
314-534-6664 Telephone Number	Fax Number	_	
43-1212331			
Federal Employer Identified		Indicate the name of such Contract:	
	ant construction company working o	n a project or on a seasonal basis? Yes N	°_X

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22	PARTICIPATION AGREEMENT	
	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: 4026900 -0107-00089A	

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.

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

Effective Date:	FEBRUARY 7,2015	Rate: \$97.00/WEEK
Effective Date:	FEBRUARY 7,2016	Rate: \$104.80 \usek
Effective Date:	FEBRUARY 7,2017	Rate: 4111.10 Wesk
Effective Date:	FEBRUARY 7, 2018_	Rate: 115.50 Week
	FEBRUERY 7, 2019	Rate: \$ 120.10 Wark

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

Effective Date:	NIA 1	Rate:	NIA ,	
Effective Date:	/	Rate:		
Effective Date:		Rate:		
Effective Date:		Rate:		
Effective Dato:		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 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 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 provido 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 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 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 ontitled 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, grevance/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 feils 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 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.

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.

Employer Name . Redacted by U.S. D Re of the Treasury	Department	Redacted by U.S. Department of the Treasury	
		12 JUD 15	
Date	GREGS BIUD	Date	
Complete Address of Employ			
901-419-4338 Telephone Number	<u>901-214-0703</u> Fax Number		
<u> </u>	372805		
If the Employer is signatory to	o a National or Group Contract, indicate	the name of such Contract:	
Is the Employer an itinerant c	construction company working on a proj		
		RECEIVED	
:		JUN 2 2 2015	
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CENTRAL STATES



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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: 4039800-0309-200-B

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): <u>Truck 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 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:	June 1, 2011	Rate:	\$184.30 per week
Effective Date:	June 1, 2012	Rate:	\$193.50 per week
Effective Date:	June 1, 2013	Rate:	\$201.20 per week
Effective Date:	June 1, 2014	Rate:	\$209.20 per week
Effective Date:	June 1, 2015	Rate:	\$217.60 per week

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

Effective Date:	Not Fund Participant	Rate:	N/A			
Effective Date:		Rate:	<u> </u>	<u> </u>		
Effective Date:		Rate:		_		·
Effective Date:		Rate:			<u> </u>	
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 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 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 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 Fund.

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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 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, 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 expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' tees 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 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 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 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 bargalning 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.

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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.

Interstate Frection Inc	Local Union No. 200
Redacted by U.S. Department	
of the Treasury	Redacted by U.S. Department of the Treasury
<u>/2/////</u> Date//	8130111 Date
	RECEIVED
Complete Address of Employer	DEC 1 5 2011
Telephone Number Fax Number	CONTRACT Department
Federal Employer Identification Number	
If the Employer is signatory to a National or Group Contract, indic	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



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 ENFLOYER TRUSTEES FRED DEGARE JERRY YOUNGER DEGROE & WESTLEY CHARLES & VANCEREY

ENPLOYER FRUSTEES HOHARD MEDOUGALL ARTHUR H. BUNTE, JR. TOM J. VENTURA GARY F. GALOWELL

EXECUTIVE DIRECTOR THOMAS O. 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 Heelth and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job destriction(s). Drivers

classification(s): Dr1 yers and any other job classification covered by the collective bargaining agreement.

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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 successore.

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

TUB CUDIONAL SUBILING			ALOO TO TOT VOOL
Effective Date.	5-1-2 <u>012</u>	Rate:	\$193.50 per week
	5-1-2013	Rate:	\$201.20 per week
Effective Date:		•	
Effective Date:		Rate:	
Effective Date:		Rate:	
Effective Date:	[Rate:	
Effective Date:	.)-1 2012	Rate	for each Covered Employee at the following \$9,30 per hour
· · ·	<u> </u>	·	- \$9,70 per nour
Effective Date:	5-1-2013	Rate:	\$9.70 per hour
	5-1-2013	Rate:	\$9.70 per nour
Effective Date:	5-1-2013	-	\$9.70 per nour

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. 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.

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 agree in writing otherwise. This Agreement and the Employer and provide written notice of their decision to the Employer epecifying Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer epecifying the date of terminate 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 eddress epecified above sent by certified mall with return receipt requested which describes the reason why the Employer is no longer obligated to contribute 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 other Fund.

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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 reduces 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 thet 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 employees 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 behall 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, layofi/severance pay, vecation pay or the payment of wagas which ere 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 not be due on newly hired Coverad Employees for a specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalt of any Covered Employee shall also be made to the fund(s) on behalt of any Covered Employee shall pay 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 manth 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 proceed 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 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(e). 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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37.11.381

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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the Employer is signatory to a Nation				No

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f. . . PARTICIPATION AGREEMENT CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENS ON FUNDIMEA THAND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINDIS 60018-4938 PHONE: (847) 518-9800 OWLS G. M

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ASSOUTHS INSUTOR

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 and any Construction Truck Drivers following job classification(8) other job classification covered by the collocitive bargaining agreement and the Agreement between the Health and Wetare Fund and the Illinois Conterance of Teamsters and Etriployers Waltare Fund both of which are incorporated horion.

The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Weirare Fund, all rules and regulations presently in affect 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:	Rate:\$132.70 per week
Effective Date: <u>5/01/07</u>	Rale: 142,00 per week_
Effective Date:01/08	Rate: 151.90 per week
Effective Date: <u>5/01/09</u>	Rate: 162.50 per veck
Effective Date:	Rate:

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

Cfective Date:	Rates _ ST. 25 DET hour_ RECEIVED	
Effective Date:	Reter 7.90 per hours	
Effective Date: 5/03/08	Rele: B.60 per hour AUG 2 9 2000	
Erreclive Oate: <u>5/01/09</u>	BOT TO EXCEPT CONTRACT Rate: 9.30 per hour DEPARTMENT	
Effective Date:	Rate:	

Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shar be determined by 4. each new collective bargaining egreement and such rele changes shall be incorporated into this Agreement. The parties may execute an interim sgreement establishing contribution rates during the periods when a new collective bargatiling agreement is being negotiated. In the absonce of an interim agreement, the contribution rate required to be paid after termination of a collective bargen ng agreement and prior to either the execution of a new collective bargeining agreement or the termination of mis Agreement, shall be the rates in effect on the last day of the terminated collective bargalising agreement. However, the Trustees reserve the right to reduce bandit evels 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 5. oplicative bargaining egreement and during a strike exceptine 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 controlutions stiell not terminate unbil at the Trustees decide in terminate the participation of the Employer and provide written notice of their decision to the Employer spectrying 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 HLRB contributes the result of an elevion that terminates the Union's representative status or o) the date the Union s representative status terminates through a vasid disclaimer of interest. In the event the Employer participates in both the Pension Fund and the Hoalth and Weifare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in a rect with respect to the officer 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 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 cerulied mail (return receipt requested) at the address specified above. Any agreement or understanding which attacts 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 wroten agreement(s) that has been submilled to the Fund(s) shall store remain enforceable. The following agreements shall not be valid, at an agreement that purports to retroactively aim nate or reduce the Employer's stability 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) un agreement that purpris 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 lefth "Covered Employee" shall mean any full-time or part-time employee 2. covered by a colective bargaining 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 cosual employee shall not be a Covered Employee with respect to the Heath and Weltare Fund if the collective bargaining agreement explicitly excludes case at employees from participation in the Heath and Weitare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal surpose of obtaining benetits from the Fund(s).

The Employer agrees to remit contributions on behalf of each Covered Employee for any period helane 8. receives, or is entitled to receive, compensation (regard css of whether the employment relationship is lerminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, impolliseverance pay, vacation pay or the psyment of wages which are the result of any flational Labor Relations Board proceeding, grevarce/arbitration proceeding or other legal proceeding or selfement of the collective bargaining agreement states that contributions shall not be due on newly nied Covered Employees for a specified waiting period, no contributions shall be due unly the Covered Employee completes the specified wailing period. If required by the app cable corective bargaining agreement, contributions shall also be made to the Fund(s) on behall of any Covered Employee who is not working due to it. west or injury even if the Covered Employee is not entitied to compensation. The Employer shall pay any contributions that would have otherwise prior paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence duing a period of uniformed service as defined at \$0 C F_R. §104.3.

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···· · -- · - · -On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered 9. Employee workforce (including but not limited to new hires, tayoffs or terminationa) which accurred 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 a made. together with at expenses of collection incutred by the Fund(a), including, but not 3m ted is, a "prneys" less and coats and b) at the option of the Trustoes or their datagated representative, the payment of contributions that accive 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 build by the Mealth and Welfare Fund regardless of actual terminations, leaves of absence, layoffe or other changes in the workforce. The Trustees reserve the right to commate the participation of any Employer that fails to timely pay required controlutions,

The Employer shall provide the Trustees with access to its payroll records and other pertinent records whe tû. requested by the Fund(s). If Inigation is required to other obtain access to the Employer's records or to collect additional stange inst 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 11. contributions to any grisvancerarbitration procedure set form in any collective bargeining agreement.

The Employer acknowledges that it is aware of the Fund(s)' edverse selection rule (including Spacial Buildon 12. 90-7] and agrees that while this Agreement remains in effect, it without 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 ections 13. taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent conkibutions or to curduct audiss, the the ors ten year written contract starula of limitations shall apply. The Employer agrees that the stall te of fimitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(a) roceive actual written notice of the existence of the Employer's Haolity.

This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent enere exaits 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 suthorized representatives, the day and year first above written,

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PARTICIPATION AGREEMENT CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDIMEALTM AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT. ILLINOIS 60018-4938 PHONE: (847) 518-9820

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ELECUTIVE OWNERON

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 Heath and Welfare Fund ("Health and Welfere Fund") in eccordance with its collective bargarning agreement with the Linon covering the following job classification(s). <u>Conscruccion Truck Drivers</u> and any other job classification covered by the collective bargalning agreement and the Agreement between the Heath and Welfare Fund and life litinois Conference of Teamsters and Employers Welfare Fund both of which are incorporated herein.

I. The Union and Employer sprea 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 Pension Fund for each Covered Employee at the following rates;

Effective Date: <u>5701706</u>	Rate: \$132.70 par weak
Effective Oate:	Rata: 142.00 per urek
Effective Date: 5/01/08	Rate: 151.90 per week
Effective Date:	Rate: 162.50 per week
Effective Date:	Rate:

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

Effective Date:	Rate: \$7.25 per hour	DECEME
Effective Date:	Rate: 7.90 per hour	RECEIVE
Effective Date: 5/01/08	Rete: 8-60 per hour	AUG 2 9 2005
Effective Date: 5/01/09	not to exceed Rate: <u>9.30 per hour</u>	CONTRACT DEPARTMENT
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 bargalning agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an intermining execute an intermining agreement establishing contribution rates during the periods when a new collective bargalning agreement is being negotiated. In the ebsence of an interminiatement, the contribution rate required to be paid a ler fermination of a collective bargaining agreement and prot to ether the execution of a new collective bargaining agreement and prot to ether the execution of a new collective bargaining agreement. However, the frustees receive the right to reduce barbeit tayles 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) with continue after the termination of a collective barganing agreement and during a strike excepting contributions shall be due during a strike unless the Union and the Employer mutually agreement and during a strike excepting contributions shall be due during a strike unless the Union and the Employer mutually agreement and during a strike excepting contributions shall be due during a strike unless the Union and the Employer mutually agreement and during a strike excepting contributions shall be due during a strike unless the Union and the Employer mutually agreement and during a strike excepting and the Employer as obligation to pay contributions shall be provide written not do of their decision is 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 diracted to the Fund(s). Contract be partment at the address specified above sent by certified mallwin return receipt requested which describes the reason why the Employer is no longer obligated to contribute or g) 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 and the termination reterred in the event the Employer particides in both the Pension Fund and the Health and Weitlare Fund and the termination reterred to in a) or b) relates to only one. Fund then this Agreement shalt remain an effect with respect to the other Fund. In the event an NLRB attection or disclaimer of interest referred to in the origination of the remained of the bargainin

6. When a new collective bargaining agreement is signed or the Employer and the Unith agree to change the' contextive bargaining agreement. The Employer shall promptly subme 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 timbling on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) established or reduces the Employer's controcted or the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) established or reduces the Employer's failubory or contractual duty to contribute to the Fund(s) to a greement that purports to prospectively reduce the contribution rate payable to the Pension Fund or c) an agreement that purports to prospectively reduce to the Pension Fund during the stated term of a co-colle bargeining agreement that has been accepted by the Pension Fund.

7. For purposes of this Agreement, like 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 regular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement uspective avoides 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 controutions on behalt of cach Covered Employee for any period he/she receives, or is entitled to receive, componsation fregard ess of whether the employment returnshed is terminated, including show up time pay overtime pay, holiday pay, disability or liness pay, layoff/severance pay, vacation pay or the payment of wates which are the result of any National Labor Roletions Board proceeding, grievance/rab tration proceeding or other legal proceeding or settlement. If the corective bargaring agreement states that controlutions shall not be due on newly hield Covered Employees for a specified wating period, no contributions shall be due until the Covered Employee completes the application of the regulated by the applicable corective bargaring agreement, states that controlutions shall also be mede to the fund(s) on bohart of any Covered Employee who is not work ng due to there is only even if the Covered Employee is not, employee who is not work on gue to the other wates been gaid on any Covered Employee who is a recemplored using member or furmer service member but for his or her absence during a period at 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 imited to new hires, layoffs or terminations) which occurred curing the prior menth and must pay all contributions even of the prior menth. In the event of a datinguency, a) the Employee 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 its payment is mede, together with all expenses of corection 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 access free the Employer has become delinguent shall be accelerated so that the contributions was for calendar week (Sunday through Seburday) shall be due on the rotowing Monday. If the Employer fails to report changes in the contributions billed by the Health and Welfare Fund regard est of actionations, leaves of absence. By offs or other changes in the workforce. The Trustees reserve the right to terminate the periodipation of any Employer that fails to the start or ibutions.

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any gelevance/arbitration procedure set forth in any collective bargaturing 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 wolates 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 collected injugations or to conduct audits, the I finois 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 controlations 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 writterr consent of the Fund(s). To the axtent there exists any conflict both one any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

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If the Employer is signatory to a National or Group Contract	indicate the name of such Contract:	
Articles of Construction between the A.G.C.	and <u>IL Conference of Teamsters</u> 37.11.386	

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 EUPLOYEE TRUSTORS FRED SUCARE REEP YNJAEON GEORGE I REETEN FRANKER A WADREN FRANKER WOORD

EMPLOYME THURTDAY PORKED MODULANT, ARTHUR H, BUNTE, JR 110 J. UDWILKA GAMES, J. BRUSTO GAMES, J. BRUSTO GAMES, J. BRUSTO

EXECUTIVE BREETOR THOMAS & MINIM

THIS AGREEMENT sets forth the terms unvier 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: <u>Warehouse, Driver, Foreman, Mechanic</u> 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 Weltere 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 shat contribute to the Pension Fund <u>week</u> per week/day/hour (choose one) (the "Contribution Penod") for each Covered Employee at the fotowing rates.

Effective Date: <u>1/1/2004</u>	Rate:	\$165.00
Effective Dale	Rate:	
Effective Date	Aate:	
Effective Date:	Rate:	
Effect/M9 Date:	Rate:	

3. The Employer shall contribute to the Health and Welfare Fund per week (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

Effective Date:	Rate: <u>\$219.70_1</u>
Effective Date:	Rate:
Effective Date.	Rate:
Effective Date	Rate:
Effoctive Date.	Rate:

4. Contribution rate changes after the sast 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 negotisted. In the absence of an interim agreement, the contribution rate required in the bard estate 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 terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit reveals if the contribution rate is or becomes uses than the thin published rate for the applicable benefit plan or class.

5 This Agreement and the obligation to pay contributions to the Fund(s) wit **CONTRACT** the termination of a collective bargaining agreement and during a strike exceptino contributions shall be due doing at 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 Trustess 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) 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 he Employer participates in both the Pension Fund and the Health and Weffare Fund and the termination referred to it e) or e) releases to only one Fund, then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaring agreement is signed or the Employer and the Union agree to change the corective bargarining agreement, the Employer shall promptly submit the entre agreement or modification to the Fund(s). Contracts Department by certified moli (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contraction onligation 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 corrective bargaining agreement requiring contributions to the Fund(s) and includes easual employees (i.e. short term employees who work for uncertain or imagular duration). Coveraid 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 behall 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 terminated), including show up time pay, overtime pay, holday pay, disability or itsness 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 bargaring 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 Employee completes the specified waiting period. If required by the applicable collective bargaring agreement, contributions shall also be made to the Fund(s) on behall of any Covered Employee who is not working due to ithers or injury even if the Covered Employee is not entitled to composition. The Employee shall pay any Contributions that would have otherwise been paid on any Covered Employee who is a re-employee sonce member or former service member but for bis or her absence during a poned 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 innited to new tires, layoffs or terminations) which occurree during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, 8) 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 coticction incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees of coticction incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees of their delegated representative, the payment of contributions that accure after the Employer has become deinquent shall be accelerated so that the contributions could for each carendar week (Sunday through Saturday) shall be glue on the forexing Magday. If the Employer fails to report changes in the contributions billed by the Heath and Welfare Fund regardless of active on any Employer that fails to root 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's shall be paid by the Employer and the Employer's shall be paid by the Employer and the Employer's shall be paid by the Employer and the Employer's shall be paid by the Employer and the Employer's shall be paid by the Employer's shall be paid by the Employer's records.

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any gnavance's contributions to any contributions to any gnavance's contribution 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 Bulleon 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, no using actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of imitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue writtencontract to any unpair contributions until such time as the Fund(s) receive actual written notice of the Employer's tiability.

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 bargatiring agreement, this Participation Agreement shar 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.

J.R. Jensen Construction Co	
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
	4.22.04
4 22-04	
814 21* Avenue, E	
Superior, WI 54880 Complete Address of Employer	
(<u>775) 398-6626 (775) 398-6651</u> Telephone Number Fax Number	
AD-0658992	
If the Employer is signatory to a National or Group Contract, indicate	the name of such Contract: <u>N/A</u>
- <u></u>	

is the Employer an illnerant construction company working on a project or on a seasonal basis. Yes _____ No ____

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Fa	PARTICIPATION AGREEMEN	τ
	CENTRAL STATES, SOUTHEAST AND SOUTHWE PENSION FUND/HEALTH AND WELFARE FI 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018 4938	
	PHONE: (847) 518-9800	Johnson Company
	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 Welfam 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 covared 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 rulos and regulations prosontly 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:	4-8-2009	Rale.	\$ 2.90 por hour
Effective Date:		Rate:	

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

Effective Date:	4-8-2009	Rate:	\$4.32	puha
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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 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 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 barganing 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 dato 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 torminates 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 Fund and the Heatth and Weffare 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 bargalning unit, this Agreement shall remain in effect with respect to the bargalning unit.

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6. When a new collective bargaining agreement is signed or the Employer and the Unkin 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 to the Pension Fund.

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) 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 Covcrod Employce for any period he/stre 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 nr other legal proceeding or settloment 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 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 up 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 recurds 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 Speciel 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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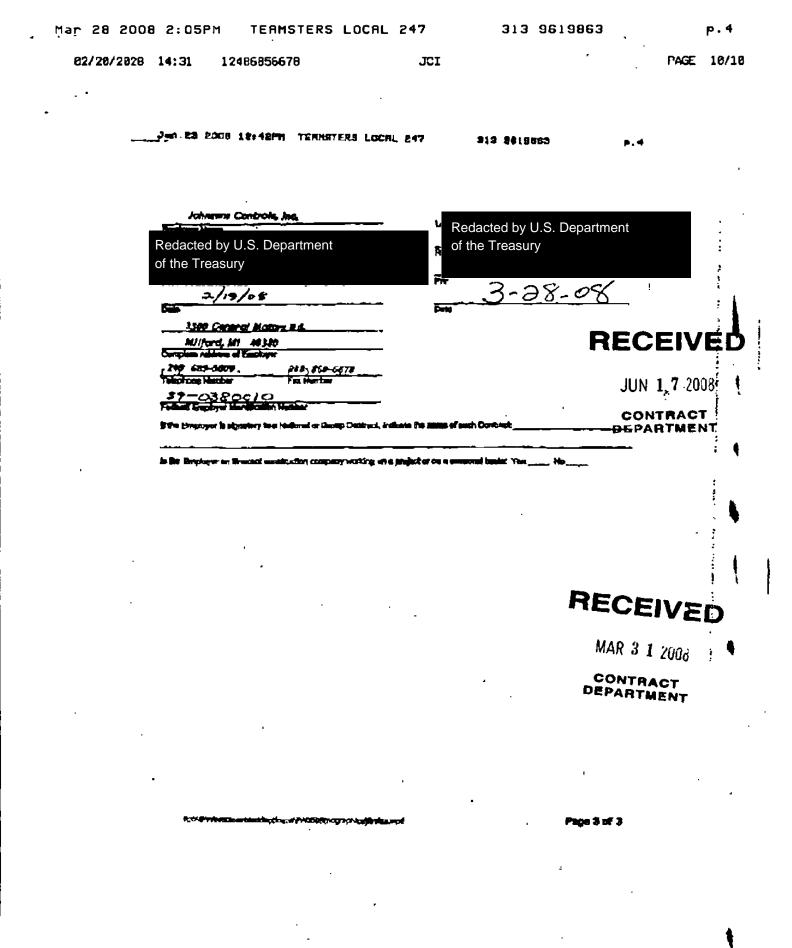
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PARTICIPATION AGREEMENT

CENTRAL STATES. SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT. ILLINOIS 60018-4938 PHONE: (847) 518-9800 ENPLOYEE FRUSIEED RAY CASH: JOE ORRE JOE ORRE JOENTY FUURGER GEURGE J. WESTLEY FRUS E. YOUNG

ENPLOYER TRUETERS HOWARD NCOLUCALL ARDRING RENTE, JR DAVID & MORRISCH TOM J. VENTURA DAVIEL J. BRUITD

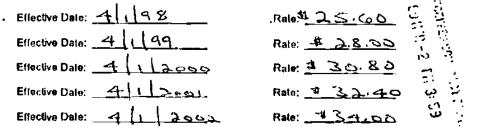
EXECUTIVE DIRECTOR ROHALD & KUBALANZA

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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") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of:

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 cuntibute to the Pension Fund per ______ week day hour (choose one) (the "Contribution Petiod") for each Covered Employee at the following rates: O



3, 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:
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Rale: $8 | 59.70$ Effective Date: $A | 1 | 99$ Rale: $4 | 59.70$ Effective Date: $A | 1 | 99$ Rale: $4 | 59.70$ Effective Date: $A | 1 | 99$ Rale: $4 | 59.70$ Effective Date: $A | 1 | 990$ Rale: $4 | 159.70$ Effective Date: $A | 1 | 900$ Rate: $4 | 175.710$ Effective Date: $A | 1 | 900$ Rate: $4 | 75.710$ Effective Date: $A | 1 | 900$ Rate: $A | 75.710$

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 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 term ated collective bargaining agreement. However, the Trustees reserve the right to reduce benofit 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) with 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 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 tonger obligated by a contract or statute to contribute to the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address specified above sort by certified mail with return receipt requested which describes the reason why the Employer is no tonger obligated to contribute to the Fund(s) contracts Department at the address specified above sort by certified mail with return receipt requested which describes the reason why the Employer is no tonger obligated to contribute the temployer is no tonger obligated to contract the Employer is no tonger obligated by a contract performant at the address specified above sort 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 Velica Fund and the Internation referred to in n) 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 paregreph, shell 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 lettin 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/396the principal purpose of obtaining benefits (rom 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 whother the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or these pay, layof/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 normally hired Covered Employees for a specified waiting period, no contributions shall not be due on normal values the apecified 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 filness or lightly even if the Covered Employee is not entitled to componsation. The Employee standard period who is not working due to filness or lightly even if the Covered Employee is not entitled to componsation. The Employee service nembers or former service member but for his or her at sence during a period or 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 Wolkforce (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 calencar week (Sundsy through Saturday) is all 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 absonce, 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 titigation is required to either obtain access to the Employer's records arto cottect 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 gliovance/albitration 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 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 ell actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect definquent contributions or to collect audits, the illinois ten year withen 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.

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

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ts the Employer on Kinerant construction company working on a p	roject or on a seasonal basis: Yes 37.11.396	_	No <u>X</u>

rev, 07/98

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each new collective bargaining agreement and such rate change shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates 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 negobated. 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 reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable barefit 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 exceptino contributions shall be due during a strike unless the Union and the Employer mutually agreement and during a strike exceptino contributions shall be due during a strike unless the Union and the Employer mutually agreement and during a strike exceptino contributions shall be due during a strike unless the Union and the Employer mutually agreement and during a strike exceptino contributions shall not terminate unlit 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 that Union's representative status terminates through a valid disclarment of interest. In the event the Employer participates in both the Presion Fund and the Health and Weifalle. Fund and the termination referred to in a) to b) relates to only one Fund, then 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 prospectively reduce the Employer's tabulory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the contribution rate payable to the Persion 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 turi-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (Le short term employees who work for uncertain or rregular duration) except a casual employee shall not be a Covered Employee with , term employees who work for uncertain or rregular 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 heishe 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, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grevance/artikration 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 Covered Employees completes the specified waiting period. If required by the applicable contextive 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 multiple even if the Covered Employee is not complete the applicable contributions that would have otherwise been paid on any Covered Employee who is a re-employee service member or former service member but for his or her absance during a period of undormed by the applicable.

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 phorimonth and Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the phorimonth and Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the phorimonth and Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the phorimonth and Employee workforce (including, but not limited to new hires), layoffs or terminations, as the obligated to pay must pay at contributions owed for the Fund(s) from the date when payment was due to the date when the payment is made, 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 due to the Fund(s) from the date when payment was due to the date when the payment is made, 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 of the interest of collection incurred by the Fund(s), including, but not limited to, attorneys fees and costs and b) together with all expanses of obligated representative, the payment of contributions that accrue after the Employer has at the option of the Tustaes 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) become delinquent 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 of actual terminations, leaves or absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the p

10. The Employer shall provide the Trustees with access to its payroit records and other pertinent records when requested by the Fund(s). If fligation 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 gnerancelarbitration procedure set forth in any corrective 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 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 runcis 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 bergaining agreement, this Participation Agreement shall control.

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

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Redacted by U.S. Department	of the Treasury
of the Treasury	
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Federal Employer Identification Number	Contract
If the Employer is signatory to a National or Group Con	fract, indicate the name of such Contract.
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Articles of Construction to the Employer an Amerani construction company work	King on a project of on a seasonal basis; Yes No

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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: 4228600-0104-00247A

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 Heath and Welfare Fund ("Health and Welfare Fund) in accordance with its collective ba gaining agreement with the Union covering the following job classification(s): <u>Bargaining unit Drivers and Warehouse employees at the EMJ - Detroit operation located at</u> College Industrial Park. Bldg. "H", 28332 Haves, Roseville, MI, 48066 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 1. Welfare Fund and all amendments subsequently adopted as well as all rules and regula ons 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:	11/1/3	Rate:	\$183.70 weekly
Effective Dale:	4/28/14	Rate:	\$194.70 weakly
Effective Date:	4/28/15	Rate:	\$206.40 weekty
Effective Date:	4/28/16	Rate:	\$214.70 weekiy
Effective Date:	4/28/17	Rate:	\$223.30 weekly
Effective Date: he Employer shall c		Rate:	\$232.20 weekly for each Covered Employee at the fo

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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 4. 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 now corrective 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 duning 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 tha Union's representative status terminates through a valid disclamer of interest. In the event the Employer participates in both the Pension Fund and the Health and We'fare 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 e ection 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 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 barga ning 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 obta ning 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 shall pay any contributions that would have otherwise been paid on any Covered Employee who is a reemployee 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 oefore 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 a i 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 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 edverse 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 tlability.

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 shatt control.

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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.

		Local Union No	
Redacted by U.S. D of the Treasury	Department	Redacted by U.S. Department of the Treasury	2
		Printed Name and Title	·
February 17, 2014		2-3-14	
Date		Date	
1900 Mítchell Blvd.			
Schaumburg,IL 60193			
Complete Address of Emp	ployer	-	
(847) 301-6107	(847) 301-6197		
Telephone Number	Fax Number	_	
65-12 6902 4			
Federal Employer Identific	cation Number	_	
If the Employer is signato	ry to a National or Group Contract, ir	idicate the name of such Contract:	<u>.</u> .
	,		No <u>X</u>

GiGroups/Funds/Forms/CN/CN PA Web.doc = 01/25/2008

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DEPASTMENT

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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:

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): <u>CONSTRUCTION WORKERS</u>

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:	04/27/2010	Rate:	\$107.00
Effective Date:	04/27/2011	Rate:	\$115.60
Effective Date:	04/27/2012	Rate:	\$124.80
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 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.

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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.

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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.

LEO JOURNAGAN CONSTRUCTION CO., INC.	Local Union No.
Employer Name Redacted by U.S. Department Rep of the Treasury	Redacted by U.S. Department of the Treasury
Date LEO JOURNAGAN CONST. CO., INC. 3003 E. CHESTNUT EXPWY, SUITE 1200	Printed Name and Title <u>7-15-10</u> Date
Complete Address of Employer Telephone Number Fax Number <u>44-04539</u> Federal 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 proje	RECEIVED JUL 2 ² 2010
	CONTRACT DEPARTMENT

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	PARTICIPATION AGREEMEI CENTRAL STATES, SOUTHEAST AND SOUTHWEST A PENSION FUND-HEALTH AND WELFARE FUND 9377 WEST HIGGING ROAD ROSEMONT, ELLINOIS 60018-4936 PHONE: (847) 518-9800	REAS		:	EDIPLOYTER TRUETTES NAT CARDA JOE OFFIC JOE OFFIC JOE OFFIC JOHNT TOURIS BURYLOVER TRUETLEY POLLOVER TRUETLEY ROMAND M.DCUIDAL ANTHAN IN ELINTS, JR. DAYLO F, MEDIFICIAL DAYLO F, MEDIFICIAL DAYLO F, MEDIFICIAL DAYLO F, MEDIFICIAL COME, J. BURMLANDA
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DEC-10-0004 16+17

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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 accordance with its collective bargaining agreement with the Union covering the job classification(s) of: $\underline{-+}YUSSC - \mathcal{F}(URCS)$

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 Pansion Fund por _______ weeks a phour (choose one) (the "Contributera Period") for each Covered Employee at the following rates [

Effective Date: 07/01/04	Rate: \$ 25.60
Effective Date:	Rate:

3. The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Paried"), for each Covered Employee at the following rates:

Effective Date:	Rate:	····. <u>∟</u> 9
Effective Date:	Raio:	JPE 3 5 com
Effective Date:	Rate:	
Effective Date:	Rate:	
Effective Date:	Rate:	at a second section of

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 intertim agreement establishing contribution rates during the parties when a new collective bargaining agreement is being negotiated. In the absence of an biterim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement of this Agreement, shall be the rates in effect on the last day of the collective bargaining agreement of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the light to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or classe.

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the termination of a coffersive bargaining agreement and during a strike except no contributions shall be dea during a strike anioas: the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer mutually agree in writing otherwise. This Agreement and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions: shall not terminate until effer a) the Trustees decide to terminate the Agreement and provide written notice of their dottistion to the Employer or b) the Employer is no longer obligated by a contract or simulate to contribute to 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 rotom receipt requested which describes the reason why the Employer is no longer obligated in contribute. In the event the Employer participates in both the Pension Fund and the Health and Wetfame Fund and the trending in a) or b) relayers to only one Fund, then this Agreement shall remain in altest with ruspoot to the other Fund.

6. When a new collective bargarning agreement is agreed 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 Tructoes 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 temployee covered by a collective bargeining agreement neturing contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or incigular duration) unless the collective bargeining agreement explicitly excludes contributions on casual employees. Covered Employee shell 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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The Employer agross to remit contributions on brihalf of each Covered Employee who receives, or is entitied to receive, compensation for any part of the Contribution Pariod (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/sovorence pay, vecation pay or the payment of wagas which are the result of any National Lator Relations Board proceeding, grimvance/arbitration proceeding of other legal proceeding or aetitement. If the collective bergeining, agreement states that contributors shall not be due on newly hired Covered Employees for a specified weiting period. no contributions shall be due until the Cowered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fand(s) on behalf of any Covered Employee who is not working due to siness or injury even if the Covered Employee is not entitled to comparisation. The Employer shell pay any combindious that would have otherwise been paid on any Covered Employee who is a reemployed SEN/CO 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 worldorce (including, but not limited to new hires, layons or terminations) which occurred during the prior munity and must pay all contributions: must 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 imded to, situmays' fees and costs and b) at the college of the Trustees or their delegated representative, the payment of contributions that accrue effer the Employer has become delegant shall be accelerated so that the contributions owed for each adendar week (Sunday through Seturday) shell be due on the following Monday. If the Employee 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, inaxes of absence, levolts or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employee that talks to timely pay required contributions.

The Employer shall provide the Trustees with access to its payroll records and other particent records 10 when requested by the Fund(s). If Pigation 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 shalling be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance automation 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 bergaining 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 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 netions taken by the Trustees to enforce the terms of this Agreement, including actions to collect definquent complutions or to conduct audits, the Rinola ten year written contract statute of fimitations 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. 14.

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

KJ. H Equipment	Local Liston No. 271
Redacted by U.S. Department	Redacted by U.S.
of the Treasury	Department
· · ·	of the Treasury
11041 INDOTRIAL PARK RD	
1560X 713	
BOCK FALLS, IL Loto71 Complete Address of Employer	
(95) 625. 7389	
Telephone Number	
_20-0973797	Crather States
Federal Employer Number	D田民体理であった。
If the Employer is signatory to a National or Group (Contract, igdicate the name of such Contract:
If the Employer is signatory to a National or Group (HSSociatical, LON-typertors 24.	the bund Cites
Is the Employer an Energing construction company w	working on a project or on a seasonal basis: Yes No X
rev. 07/98	

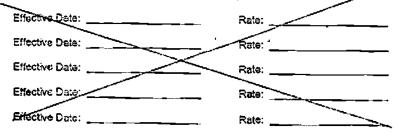


THIS AGREEMENT sets forth the terms under which the Employer will participate in the Cantral States. Southeast and Southwost Areas Pension Fund ("Pension: Tund") End/or the Central States. Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of: <u>Drivers/Combination Hea</u> and env other job classification covered by the collective bargaining agreement.

t. 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_ one) (the "Co	The Employer shall contribute to the Pension ntribution Period") for each Covered Employee a	Fund	_ per week day hour (choose
	Effective Date:April 1, 2014	Rate:	-
	Effective Date:Apr11_1_2015	Rate:\$151.50	· · ·
	Effective Date:April 1, 2016	Rate: <u>\$157.60</u>	
	Eñective Date:	Rate:	<u>-</u>
	Effective Date:	Rate:	

3. The Employer shall contribute to the Health and Welfare Fund per week/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:



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 pegotiated. In the absence of an Interim agreement, the contribution 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 Thustoes reserve the right to reduce bareait terels 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 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 employees 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 Employees shall not include any person employed in a managerial or supervisory capacity or any person employee for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer sgrees 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, deability or liness pay, isyoff/severance pay, vacation pay or the payment of wages which are the result of any National Lator Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the cellective 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 Employees to 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 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 hirds, 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 pey interest on the monies due to the Fund(s) from the date when psyment 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 psyment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions week for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer falls to report changes in the overed workforce on time, the Employer must pay the contributions bitled by the Health and Welfare Fund regarcless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of enty 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 Fond(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 concucting 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 soknowledges 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 definquent contractions or to conduct audits, the Binois 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 Rabitity.

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 cellective 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
<u></u>	RECEIVED MAY 3 0 2014 CONTRACT DEPARTMENT

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract: Indiana Heavy, Highway, Kailroad and Underground ULIIIty Contract:



PARTICIPATION AGREEMENT

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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 RECENCED

DEC 1 9 2012

CONTRACT DEPARTMENT

ACCOUNT NUMBER: 4254550-0100-00100A

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.

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

Effective Date:	06/24/2012	Rate:	132.80	
Effective Date:	05/05/2013	Rate:	138.10	
Effective Date:	05/04/2014	Rate:	143.60	
Effective Date:	05/03/2015	Rate:	149.30	
Effective Date:		Rate:		

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

Effective Date:	06/24/2012	Rate:	265.70	 	
Effective Date:	05/05/2013	Rate:	*281.20	 . <u> </u>	
Effective Date:	05/04/2014	Rate:	*306.50	 <u></u>	
Effective Date:	05/03/2015	Rate:	(Rate to maintain plan)	 	
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 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.

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 intcrest 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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En KS ENFRIGY SERVICES LLC	Local Union No.
Redacted by U.S. Department of the Treasury	Representative Signature
Printee mane and the	Printed Name and Title
12/12/12	Date
Date	Date
19705 W. LWCOLN AVE	
New BERLIN, WE 53146 Complete Address of Employer	
262-574-5100 262-574-5151	
Telephone Number Fax Number	
68-0587337	
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

RECENSE

DEC 1 9 2012

CONTRACT DEPARTMENT

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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 ENFLOTEE TRUSTEES RAY CASH JERRY YOUNGER GEORGE & WESTLEY PHRIP E YOUNG CHARLES & WHORKEY

ENFLOYER TRUSTEES TOWARD VIEDUGALL ARTHURH BUNTE, IR TOW J VENTURA DAMEL J. BRUTTO GARY F. CALOWELL

EXECUTIVE ORECTOR ROXALO J. RUSALANZA

THIS AGREEMENT sets forth the terms under which the Employer will part cipate 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: ______ Per the Collective Bargaining Agreement, ______ and any ollier 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's all contribute to the Pension Fund <u>\$138.00</u> per week (the "Contribution Period") for each Covered Employee at the following rates:
 Effective Date: <u>02/01/2002</u> Rate: <u>\$136.00</u>
Effective Date: <u>06/02/2002</u> Rate: <u>\$150.00</u>

Effective Date:	06/01/2003	Rate:
Effective Date:	05/30/2004	Rate: <u>\$166.00</u>
Effective Date:		Rote:

3. The Employer shall contribute to the Health and Welfare Fund per week/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

Effective Date: <u>N/A</u>	Rate <u>N/A</u>
Effective Date:	Rate:
Effective Date:	Rate:
Effective Date:	Rate:
Effective Date:	Rato:

4. Contribution rate changes after the last Effective Date 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 collective bargaining agreement establishing contribution rates during the periods when a new collective bargaining agreement establishing contribution rates during the periods when a new collective bargaining agreement establishing contribution rates during the periods when a new collective bargaining agreement or a greement, 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 inits 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 tess 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 bargalning 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 Healt and Wetfare Fund and the tormination referred to in a) or the 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 c forceable.

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).

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 relationship is terminated), including show up time pay, overtime pay, hofiday 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, gricvance/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 be for or injury even if the Covered Employee is not entified to compensation. The Employee who is not working due to tilness or injury even if the paid on any Covered Employee to complete the compensation. The 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 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 in 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 Employee 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 on the delegated representative; the payment of contributions that accrue after the Employer has a become delinquent shall be accelerated so that the contributions owed for each calendar woek (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 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 tails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroil records and other pertine. It 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 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.

t3. 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 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 tability.

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.

Kankakas Valley Construction Company INC. D.B.A. Azzavell: Construction Co. molover Name

Redacted by U.S. Department	
of the Treasury	

_ocal Union No	_705
Representative Signature	
Printed Name and Title	

4356 W. RIT P.O. Box 767	•
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Kankakee IL 60901	RECEN D2 A
Complete Address of Employer	APR ;
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16151937-5700 1819 937-0402	
Telephone Number Fax Number	¥
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_ 26-0013521	12: SI
Federal Employer Number	30
	U m
If the Employer is signatory to a National or Group Contract, indicate the name	of such Coolract: Area Construction
Is the Employer an dimerant construction company working on a project or on a	seasonal basis: Yes No X

To: 13308299620

rrom:

#085 P.002/006

EMPLOYER PARTICIPATION AGREEMENT

WITNESSETH

WHEREAS, the Union is an unincorporated labor organization and an employee organization representing as the work described in its Collective Bargaining Agreement with The Labor Relations Division of the Ohio Contractors Association, the Association General Contractors of America, Inc. (hereinafter referred to as "Bargaining Agreement"); and

WHEREAS, the Union by its Bargaining Agreement with Employers of persons it represents has agreed to the establishment and maintenance of certain Employee Benefit Plans, including the Teamsters - Ohio Contractors Association Health and Welfare Plan; and

WHEREAS, the Employer by the execution of this Participation Agreement desires to accept and be bound by the Bargaining Agreement, including any and all renewals, extensions and renegotiations thereof; and

WHEREAS, the Employer by the execution of this Participation Agreement also desires to be a contributing employer to the Employee Benefit Plans provided for in the Bargaining Agreement.

WHEREAS, the Employer will abide by the terms of the current Working Agreement under the Ohio Contractors Association while members of the Teamsters Union are employed.

NOW THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. The Employer hereby acknowledges receipt of a copy of the current Bargaining Agreement between The Labor Relations Division of the Ohio Contractors Association, The Associated General Contractors of America, Inc. and Ohio Conference of Teamsters of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America ("Ohio Highway-Heavy State Agreement") and agrees to be bound by the terms and conditions contained therein, including all renewals, extensions and renegotiated provisions thereof; however, the Employer acknowledges that neither the validity nor the enforceability of this Participation Agreement is contingent upon the receipt of a copy of the current Bargaining Agreement by the Employer. rron:

#085 P.003/006

2. The Employer hereby agrees to become and be a party to each and every Agreement and Declaration of Trust and all amendments thereto for all Employee Benefit Plans provided for in the Bargaining Agreement. Without limiting the generality of the foregoing, the Employer adopts and agrees to be bound by all of the terms and provisions of all of said Trust Agreements, as fully as if the Employer had been an original party thereto.

3. The Employer hereby designates as its representatives on the Board of Trustees of each of said Plans the Employer Trustees named in the respective Trust Agreements, together with their successors selected in the manner provided therein. The Employer further agrees to be bound by all Rules, Regulations, amendments and actions taken by the Trustees pursuant to the powers granted them by the Trust Agreements, without further notice or action.

4. The Employer agrees to make the contributions to the said Plans, and deductions (including dues deductions) to the several Funds at the times and in the amounts specified in the Bargaining Agreement, for all of its employees performing the work specified in the Bargaining Agreement.

5. It is mutually acknowledged that this Agreement constitutes a written agreement within the meeting of Section 302 (c) of the Labor-Management Relations Act of 1947, as amended.

6. This Agreement shall continue in full force and effect so long as the Employce Benefit Plans or any of them remain in existence; provided, however, that either party may terminate this Agreement or any renewal or extension thereof by giving the other party written notice thereof at least sixty (60) days prior to said date of termination, with a copy of said notice to the Administrative Manger of each of said Employce Benefit Plans. Provided, further, nothing herein shall limit the right of the Trustees of any said Plans to terminate an Employer under the Trust Agreement for failure to make contributions or as otherwise provided in the Trust Agreement.

- 7. This Agreement shall be effective as of the date specified below.
- 8. This Agreement constitutes the entire understanding and agreement on the matters covered herein and shall not be modified or amended except by the express written consent of the parties.

06/08/2010 14:35 RECEIVED FROM:

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To: 13309299620

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	KANUU PAVIA	ve company
Business Address of Employer	4524 4005	ON DRIVE
City-State Zip Code	STOW OH	44024
Telephone Number (330) (Area Code)	29-9616	<u> </u>
Corporation (X) Pa	rtnership ()	Assumed Name ()
Individual ()		
Unemployment Compensation N Worker's Compensation Risk N	10988	774
Number of Employees	ക	Location + ASMANDELA COUNTY LOCOTIONS
Beginning Dan <u>v 10110</u>	State	Supervisor
subscribed by their duly <u>JUNE</u> ,2010. EMPLOYER: <u>KARUO PAVING Co.nfr</u> Busi		have caused their respective presence to be epresentatives this <u>23RD</u> day of OHIO CONFERENCE OF TEAMSTERS OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICAN, CAL UNION NO. 377
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		AUG 1 7 2010
		DEC WENT
06/08/2010 14	:35 RECEIVED	FROM: #1885

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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:

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.

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

Effective Date:	February 1, 2014	Rate:	\$274.00
Effective Date:	February 1, 2015	Rate:	\$290.40
Effective Date:	February 1, 2016	Rate:	\$302.00
Effective Date:	February 1, 2017	Rate:	\$314.10
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:	

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 he 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.

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 relationsh'p 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.

Keller Transfer Line. Inc		406
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Printed Name and Title	· · · · · · · · · · · · · · · · · · ·	Printed Name and Title
3-28-14		3/12/2014
Date		Date /(
5635 Clay Avenue, S.W.		
Grand Rapids, MI 49507		1000 1000 1000 100 100 100 100
Complete Address of Em	ployer	- RECEIVED
616-531-1850	616-531-0810	AP R 0 8 20 14
Telephone Number	Fax Number	
38-149711		CONTRACT DEPARTMENT
Federal Employer Identifi	cation Number	
If the Employer is signato	ry to a National or Group Contract,	indicate the name of such Contract:
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Is the Employer an itinerant construction company working on a project or on a seasonal basis?	Yes	No V	,
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PARTICIPATION	AGREEMENT	RECEIVED
CENTRAL STATES, SOUTHEAS PENSION FUND/HEALTH 9377 WEST HIC	T AND SOUTHWEST AREAS	JAN 20 2012
ROSEMONT, ILLIN PHONE: (847		CONTRACT DEPARTMENT
ACCOUNT NUMBER:	4322401-0100-00916A	

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.

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

Effective Date:	01/01/2012	Rate:	\$17.10	
Effective Date:	12/30/2012	Rate:	\$17.80	. <u> </u>
Effective Date:	12/29/2013	Rate:	\$18.50	
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:

	,		Member	Family	
Effective Date:	02/01/2012	Rate:	\$57.90	\$141.20	
Effectivo Date:	02/05/2012	Rato:	\$101.30	<u>\$247.10</u>	
Effective Date:	02/03/2013	Rate:	\$109.50*	\$268.70*	
Effective Date:	02/02/2014	Rate:	\$121.80*	\$300.90*	 ,
Effective Date:	······································	Rate:			

* Not to Exceed Rates

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.

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 coflective 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 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.

37.11.421

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. Redacted by U.S. Department Department of the Treasury of the Treasury Printed Name and Title 1/19/2012 Date Date ress of Employer 107) Telephone 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 Х RECEIVED JAN 2 0 2012 CONTRACT DEPARTMENT -3-RVFStWP2012UBIREV918KellnerPAPIan TA-hw only.DOC -- 01/14/2008 37.11.422



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

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): <u>Drivers, Warehouseman</u>

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:	5/1/2014	Rate:	147.80	
Effective Date:		Rate;	153.70	
Effective Date:	5/1/2016	Rate:	159.80	
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:	<u> </u>	Rate:	/
Effective Date:	A	Rate:	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.

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.

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 b'nding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall a'one 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.

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.

Kellogg	Local Union No71
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
S-15-2014 Date Date Village Source	
Battle (reer, Machigan 49017 Complete Address of Employer	
1-800-535-5644 Telephone Number Fax Number	
Federal Employer Identification Number	ate the name of such Contract:

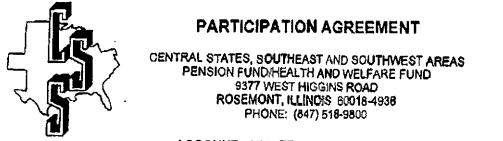
Is the Employer an itinerant construction company working on a project or on a seasonal basis?	Yes	No
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RECLIN

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MAY 3 0 2014

CONTRACT



ACCOUNT NUMBER: 4323350-0100-00245A

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") 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 Penalon Fund and/or the Hosith 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:	01/01/2014	Rate:	\$ 168.70
Effective Date:	01/01/2015	Rate:	\$ 182.20
Effective Date:	01/01/2016	Rate:	\$ 196.80
Effective Date:	·····	Rate:	
Effective Date:		Rate:	

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

Effective Date:	01/01/2014	Rate:	\$ 337.70			
Effective Date:	01/01/2015	Rate:	\$ 367.00	KOT TO EXCEED	•	<u> </u>
Effective Date:	01/01/2016	Rate:	\$ 388.10	NOT TO EXCEED		
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 of a new collective bargaining agreement 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 cless.

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 Employers obligation to pay contributions shall not terminate until a) the Trustees decide to terminete the participation of the Employer and provide written notice of their decision to the Employer specifying the date of term netion 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 lain o longer obligated to contribute or c) the date the NLRB certifies the restit of an election that terminates the Union's representative status or d) the date the Union's representative status the Union's representative status through a valid disclaimer of interest. In the event the Employer participates in both the Pension 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 bargeining unit, this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or disclaimer of the bargeining unit.

37.11.426

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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)' Gentracts 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 (at the provide 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 Employ-, is 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 (a) an agreement that purports to prospectively eliminate or the Pension Fund or of a collective bargaining agreement that purports to prospectively reduce the 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 wheth is 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 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 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' faces 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 such as the covered workforce on time, the Employer fails to report ohanges in the Covered workforce on time, the Employer must pay the contributions billed by the Health and Weitare 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 pertinant 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 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 equions to collect definquent contributions or to conduct audits, the illinois ten year written contract statute of ilmitations 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.

14. This Agreement may not be modified or terminated without the written consent of the Fund(s). To the extent thora 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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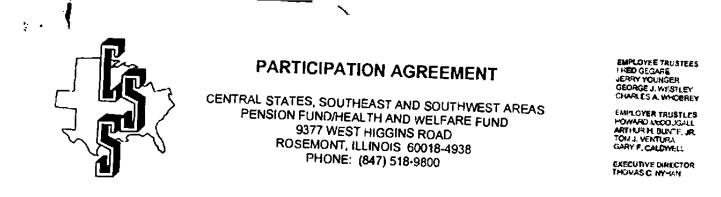
IN WITNESS WHEREOF, said Employer and Union have asused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Kellogg Sales Co.	248
Employer Name	Local Union No.
Redacted by U.S. Department	Redacted by U.S. Department
R of the Treasury	of the Treasury
Pi	Printed Name and Title
1-9-14	
Date	<u> </u>
Une Kellogs Square	
Dre Kellogs Square Battle Greek, MI 49017	
Complete Address of Employer	
269-660-7219 269-660-2155 Telephone Number Fax Number	
20-0329186	
Federal Employer Identification Number	
If the Employer is signalogy to a Matter of an Oran and the state	
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	ect or on a seasonal basis? Yes No
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ONTRACT

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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 accordance with its collective bargaining agreement with the Union covering the following job 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.

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

Effective Date:	7 1 0000		and a second of the lollowing la
	7-1-2007	Rate:	\$110.00/Week
Effective Date:	<u> </u>		\$124.00/week
Effective Date:	7-1-2009		
	/(=2009	Rate:	S133.90/Week
Effective Date:		Rate:	
Effective Date:		Rate:	
		Nate.	

3. The Employer shall contribute to the Health and Weffare Fund for each Cove

Effective Date:			o mr each Covered En	nployee at the following rates:
	7-1-2007			**MK plan to M9 plan**
Effective Date:	7-1-2008	D		The plan to M9 plan**
		Rate:	\$201_10/Week_	WITHOUT
Effective Date:	7 <u>=1-2009</u>			PET PET
Effective Date:			\$216.70/Week	COVERACE
		Rate:		-
Effective Date:		Data		
		Rate:		

Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each 4. 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 mait 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 disclamer of interest. In the event the Employer participates in both the Pension Fund and the Health and We fare 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) retates to only part of the bargaining unit, this Agreemunt shall remain in effect with rospect to the remainder of the bargaining unit.



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37.11.429

CONTRACT DEPARTMENT 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 the Employer's statutory or contractual duty to contribute to the Fund(s); b) an agreement that purports to prospectively reduce the 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 employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employees (i.e. short term the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the 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 omployment relationship is terminated), including show up time 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 any period. If required by the 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 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 the expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following the following 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 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/arhitration 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 Io 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.



NOV 0 5 2007

CONTRACT DEPARTMENT

-2-

37.11.430

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.

of the Treasury

Redacted by U.S. Department

Date June 22, 2007

554

Employer Name

Redacted by U.S. Department of the Treasury

Date 25.07 ____

545 LAMONT RD

ELMHURST, 11. 60-36 Complete Address of Employer

 L30/956-7088
 L-20/853-9941

 Telephone Number
 Fax Number

Ederal 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

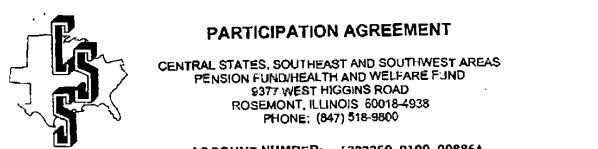
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NOV 0 5 2007

CONTRACT DEPARTMENT

37.11.431

943 1046



ACCOUNT NUMBER: <u>4323350-0100-00886A</u>

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): <u>Delivery persong</u>, transport drivers, stockhandlers.

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 we'll 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:	May 4, 2008	Rate:	\$91580
	May 3, 2009	Rate:	\$99.10
Effective Date:	May 2, 2010	Rate:	\$107.00
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:	May 4, 2008	Rate:	\$215.00
Effective Date:	May 3, 2008	Rate:	\$230.00
	May 2, 2008	Rate:	\$244.00
Effective Date:		Rata:	<u></u>
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 banefit 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 meil with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or contribute or contribute to the notice of a nelection that terminates the Union's representative status or d) the date 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 Welfare Fund and the termination reformed to in a) or b) relates to only rune Fund, then this Agreement shall remain in effect with respect to the other Fund. In the event an NLRB election or discialment 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 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 emain 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 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).

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, 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. In 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 shall pay 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 un'formed 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 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 all emonies 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 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 Weffare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to term nate 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 shell apply. The Employer agrees that the statute of limitations and not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) neceive actual written notice of the existence of the Employers 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.

37.11.433

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>Kellogg's Snacks Okla. City, OK Distribution Ctr</u>	Redacted by U.S. Department
Redacted by U.S. Department of the Treasury	of the Treasury
Printed Name and Title	Printed Name and Titlo <u>May 16, 2008</u> Date
<u>4265 Boyal Auz</u> <u>OKlahona City OK 73108</u> Complete Address of Employer 405-942-1699 405, 943, 9160	
<u>36-2774566</u> Federal Employer Identification Number	and such Contract
If the Employer is signatory to a National or Group Contract, Indicate th	

-3-



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: 4333700-0700

EMPLOYLE DRUSTEES CHARLES & WHOLREY LEASY YOLHGER GEORGE & MESTLOY

ENPLOYER HEISTRES ARTHURH EUNTE JR. GARY F, GALDAELL RONALD DISTEFANO GREG R MAY

EXECUTIVE DERECTOR

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 for covered job classification(s) of the following locations:: Fargo, ND; Grand Forks, ND; Mandah, ND; Runby, ND; Dickinson, ND and Minot, ND 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: _07/29/2012	Rate:	
Effective Date: 07/28/2013	Rate:\$138.10	
Effective Date: 07/27/2014	Rate;	A CANE THE STATE
Effective Date: 07/28/2015	Rate;\$149.30	JAN 04 2013
Effective Date: _07/31/2016	Rate:\$165.30	J
Effective Date: 07/31/2017	Rale:	A COMMENT

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 fale 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 rate required to be peld after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement of the termination of a collective bargaining agreement of the termination of a collective bargaining agreement of the termination of the terminatis of terminatis of the termination of the termin

6. When a new collective bargaining agreement is signed or the Employer and the Union egree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s) Contracts Department by contined 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 persuper habit not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) as required by this persuper habit 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 refractively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Fund(s); b) en agreement that purports to prospectively reduce the contribution rate payable to the Pension Fund or () an agreement that purports to prospectively eliminate the duty to contribute to the Pension Fund ouring 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 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, compansation (regardless of whother the employment relationship is terminated), including show up time pay, overlime pay, holiday pay, disability of liness pay, layef#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 be due to the Fund(s) on behalf of any Covered Employee who is not working due to linese 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 of 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 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 delirquency, a) the Employer shall be obligated to pay interest on the montas 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, altomays' 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 weak (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 altorneys' 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 colloctive bargeining 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 is 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.

KempsLLC	i ocal Linipp No. 120
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
12/11/12 Dete	Date 12-18-12-
St. Paul, MN 55108	Local Union No638
complete Address of Employer	Representative Signature
elephone Number Fax Number 41-1336018	Printed Name and Title
ederal Employer Identification Number	Date

If the Emp over 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 X

JAN 04 2013

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02/18/2010 07:37 #063 P.002/004

		~ CIVED
-Fra	PARTICIPATION AGREEMENT	FEB 2 3 2010
	CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800	DEPARTMENT
	ACCOUNT NUMBER: 4348770-0100-	2 <u>99</u> - A
THIS AGREEMEN	IT sets forth the terms under which the Employer will participate in the C	entral States Southeast and

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): V/IRI) + REEVENSE

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:	2/1/2010	Rate:	\$64.20 per day
Effective Date:	8/1/2010	Rate:	Same as NATA
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;

Effective Date:	2/1/2010	Rete:	\$259.70 per week		
Effective Date:		Rate:		· · ·	
Effective Date:	······································	Rate:		<u> </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 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 banefit 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 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 cortified 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 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 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.

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 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.

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 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.

From: Truck drivers local 299

To:918475189738

02/18/2010 07:39

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.

KENOSHA Relatsing Local Union No. 299 Redacted by U.S. Department Redacted by U.S. Department of the Treasury of the Treasury Printed Name and Title nues Name and Link 2010 Date Date 13415 Ellin Avr Netroit Mi 48234 Complete Address of Employer - 313 365 9212 Fax Number 313-365-4700 Telephone Number 37-1209223 Federal Employer Identification Number If the Employer is signatory to a National or Group Contract, Indicate the name of such Contract: NATA Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes No FEB 2 3 2010

GAOroupe/Funde/Forme/CN/CN PA doc - 01/14/2008

37.11.440



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

FRED GEGARE JEARY NOUNDER OHORGE I WESTLEY OHORGE I WESTLEY OHORES & HORRES THE MENDERS

CAPLOYPE CRIPTERS HUTANED WITCHESS ARTHESE IN DIFFE, JE POM I VEHILISA UNEY K, CALDARLI, CHEETCHARL I SIGAR

DECUMPE ONECICH DICEMBER REIME

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 shall contribute to the Pension Fund for each Covered Employee at the following rates:

Effective Date: 5/1/06	Rate: \$ 27.40/day
Etfective Date: <u>5/1/07</u>	Rate \$ 20.30/day
Effective Dale: _ <u>\$/1/08</u>	Rale <u>\$ 31.40/dav</u>
Effective Date: _5/1/09	Rate \$ 33.60/day
Effective Date:	Rate;

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

Effoctive Date:	Rate\$ 7.25/hour
Effective Date _5/1/07	Rale: { 7.90/hour
Effective Date: _5/1/08	Raic:\$_8.601hour
Effective Date: _5/1/09	Rate: <u>Not to excee</u> d \$ 9.30/hour
Effective Date:	Rate:

4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shaft 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 perfects when a new collective bargaining agreement is being negotiated. In the ansence 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 a collective bargaining agreement. Addition of the 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 tess than the then published rate for the applicable benefit plan or class.

5. The Agreement and the obligation to pay contributions to the Fundis) with continue after the termination of a collective bargarivity agreement and during a strike excepting contributions shall be due during a strike unless the Union and the Employer's obligation to pay contributions shall not terminate unlit a) the Trustees decide to terminate the participation of the Employer's obligation to pay contributions shall not terminate unlit a) the Trustees decide to terminate the participation of the Employer's obligated by a contract or status to the Employer's peoplying the date of termination of participation or b) the Employer is no longer obligated by a contract or status to -the Fund(s) and the Fund(s) have, received a written notice directed, to the _Eund(s). Contract or status to a longer obligated to contract or contribute to the address specified above sent by certified mat with return receipt requested which describes the reason why the Employer is no longer obligated to contribute to the date the bund's 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 Dinon's representative status for and disclaimer of interest. In the event the Employer parts 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 NLRB election of disclamer of interest to a lot of or d) relates to only part of the bargaining unit.

6 Viban 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 enviceable. The following agreements shall not be valid. a) an agreement that purports to prospectively reduce the Employer's statutory or contractual duty to continue to the Fund(s); b) an agreement that purports to prospectively reduce the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Contribution rate parable to the Pension Fund or c) an agreement that purports to prospectively reduce the Pension Fund during the stated term of a collective bargaining agreement that has been accepted by the Pension Fund.

والمحافظة المرابعة والمحير والمتعادية وتناجه المودين فالمنافع والمكاف وتباعيه فالمحافظ والمحافظة والمحافظة covered by a collective bargaining agreement requiring con "buttoms to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casuat employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining aggrement explicitly excludes casual employees from pericipation 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 phnoipel 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 bme pay, oversme pay, holiday pay, disability or liness pay, layoth severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding of other logal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on nowly hired Covered Employees for a spocified waiting period, no contributions shall be due until the Covered Employee completes 19 specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be mode to the Fund(s) on behall of any Covered Employee who is not working due to uliness or in, my even if the Covered Employee is not enubled to compensation. The Employer shall pay any contributions that would have our envise 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 9. Employee workforce (including, but not imited to new hires, layoffs or terminations) which occurred during the prior month and must pay all calvin bubons awad for the phor month. In the event of a detinguency, a) the Employer shat 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 or collection incurred by the Fund(s), including, but not lanited to, attorneys' fees and costs and b) at like opbuir of the Trustees of their reingated representative, the payment of contributions that accrue after the Employer masbecome delinguent shall be accelerated so that the contributions owed for each calendar work (Sunday Inrough 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 buted by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workdorce. 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 payroit records and 0 ver pertinent records when 10 requested by the Fund(s). If Hightion is required to enter obtain access to the Employer's records or to collect additional bilings 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 accorneys' less and costs incurred by the Fund(s).

The Trustees shat not be required to submatiany dispute concerning the Employer's obligation to pay 11 contributions to any gnevance/arbitration procedure set forth in any collective bargaining agreement.

The Employer acknowledges that A is aware of the Fund(s)' adverse selection rule (including Special Bulleon 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.

This Agreement shall in all respects be construed according to the laws of the United States. In af actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect definquent contributions or to conduct audits, the titlnois ten year written contract statute of irmitations 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 Fundis) receive actual written notice of the existence of the Employer's lability.

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

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

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Printed Name and Title

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nstruction in Jurisdiction of Local 5255 a project or on a seasonal basis. Yes _____ No __ Local 50



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDIHEALTH AND VIELFARE FUND 9377 VIEST MIGGINS ROAD ROSEMONT, ALUNOIS 60018-4938 PHONE: (347) 518-9800 RAPLEATER TREETPE AND CAMP MERTY VERVER GEORGE J. WEST, EV (NULP & VERVER COMPLEX AV WAS CARD)

EMPLOYER TRUSTERS INCOMPLETERS I PASTING INCOMPLETERS PASTING INCOMPLETERS COMPLETERS CO

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THIS AGREEMENT sets forth the forms under which the Employer will participate in the Central States. Southeast and Southwest Areas Pension Fund ("Pension Fund") and/of the Central States, Southeast and Southwest Areas Health and Weifare Fund ("Health and Weifare Fund") in accordance with its collective benjaining agreement with the Union covering the job classification(s) of: <u>TEAMSTER</u> and any other job classification covered by the collective benjaining agreement.

 The Union and Employer agree to be bound by the Trust Agreeme (s) of the Pension Fund and/or the reliability and Wettare Fund, all rides 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.

the Employer shall contribute to the Pension Fund per. <u>#2128</u> <u>DDM</u> week and how (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

Entectivo Dato: <u>9-1-04</u>	RANGE 22.30 BECEIVED
Ettective Date:	Rate:
Effective Date:	Rate: OCT 2 5 2004
Effective Date.	Rate: CONTRACT DEPARTMENT
Ettective Date:	

 The Employer shall contribute to the Health and Wet are Fund per week/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

Effective Date:	Rate: 6.30
Effective Date:	Rate:
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Ettactive 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 bargaring 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 bargaring agreement is noing negotialed. In the absence of an interim agreement, we contribution of a collective bargaring agreement of a collective bargering agreement of a collective bargering agreement of a collective bargering agreement and prior to either the execution of a new collective bargering agreement of a collective bargering agreement, and prior to either the execution of a new collective bargering agreement in the termination of the former to the terminated collective bargering agreement. However, the Trustees reserve the right to reduce benefit layed for a new faile terminated collective bargering agreement is then published rate for the applicable bargering agreement layed rate for the applicable bargering 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 by Union and the Employer mutually agree in writing observate. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Yrustees 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 statulo 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 apecined above sent by certified mul with return receipt requested which describes the reason why the Employer is no longer obligated to contract an other event the Employer is no longer obligates in both the Penson Fund and the Health and We are Fund and the Institute is to the avent the Employer participates in both the thealth and We are Fund and the Institute to the area only one Fund, then this Agreement shall remain to effect with respect to the other Fund, shall be an only one Fund, then this Agreement shall remain to effect 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 prohibitly submative agreement or modificationto the Fund(s). Contracts Department by contributing mail (refurn receip) requested) at the address specified above, Amagreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) cancer by this paragraph. Beat not be unding on the Tracees and this Agreement and the written exceeded) that has been submitted to the Fund(s) shall along content model.

7. For Europess of this Agreement, the term "Covered Eingloyee" shall mean any full-time or part-time employee 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 irregular duration) unless the collective bargaring agreement explicitly excludes contributions on casual employees. Covered Employees shall not include any person employees that an employees of obtaining temposed in a managenesi or subservisory capacity or any person employees 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 exciting to receive, compensation for any part of the Contribution Period (regardless of whicher the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illuess pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any rational Labor Relations. Board proceeding, or payment and proceeding or settlement, is the conscrive bargaining agreement states that contributions shall not be due on newly hired Covered Employee for a specified watting period, no contributions shall be due until the Covered Employee shall be due until the Covered 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 illness or injury even if the Covered Employee is not

entailed to compensations. The Employer shall pay any constitutions that would have atherwise been paid on any Covered Employee who is a re-employed service member or former cervice member but for his or her absence rhing a period of uniformed service as defined at 10 C F R §104.3

9. O or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (kickking, but not traited 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 defination of the Employee statilities obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, together with all expenses of collection incurred by the Fund(s), including, but not traited to pay interest on the monies due to the Fund(s) from the date when payment was due, together with all expenses of collection incurred by the Fund(s), including, but not timinate the payment is made, together with all expenses or collection incurred by the Fund(s), including, but not timinate its mode, together with all expenses or their delegated representative, the payment of contributions that accrue after the Employer has become delexitient 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 tails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regarderess of actual terminations, leaves of absence, broffs or other changes in the overed workforce. The Trustees reserve the right to terminate the pathchaton of any Employer that lais to beinely pay required contributions.

10 The Employer shall provide the Trustees with access to its payrell 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 incurred by the Fund(s) conducting the review shall be poid by the Employer and the Employer shall pay any attorneys' locs and costs incurred by the Fund(s).

11. The Thistees 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 bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse select on noise (including Special Butletin 90 7) and egrees that while this Agreement emails in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection niles.

13. This Agreement shall in all respects be construed according to the taxes of the United States. In all actions taken by the Trostees to enforce the terms of this Agreement, including actions to collect delinquent controbutions or to conduct audits, the illinois ten year within contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall only be a not begin to accrue with respect to any unpaid computions until such time as the Fund(s) receive actual written notice of the existence of the Employer's facility.

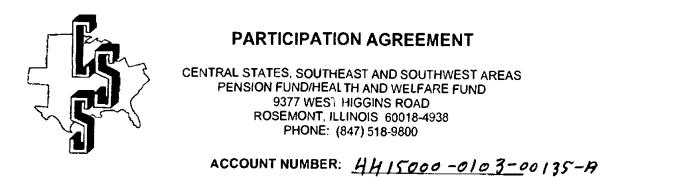
14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of his Participation Agreement and any provisions of the collective bargaining Agreement, this Participation Agreement shall control.

IN VATNESS VALIREOF, said Employer and Union have caused instrument to be executed by their duby 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
19342 E FRONTAGE RO	
Complete Address of Employer	Received
1 273 223-332 17/7 229-365 Telephone Number	2.9 mbar: 001 2.5 2004
<u>27 1179308</u> Federal Employer Number	CONTRACT C TPARTMENT

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

Is the Employer an different construction company working on a project or on a seasonal basis: Yes _____ Nn __



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.

3.

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:	3-1-2013	Rate:	\$99,00
Effective Date:	3-1-2014	Rate:	103,00
Effective Date:	3-1-2015	Rate;	9107,10
Effective Date:	/	Rate:	
Effective Date:		, Rate:	

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

Effective Date:	3-3-2013	Rate:	288.00	
Effective Date:	3-2-2014	Rate:	NUT TO CHC.000	316.80
Effective Date:	3-1-2015		NULTO EXCLED	_
Effective Date:		Rate:	/	
Effective Date:	/	Rato:		

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 tevels 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 unloss 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 requosted 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.

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.

Lee Kintner 1 Sons Inc.	12/
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
3-11-13	5 3/13
Date Lee Kintner, Sons Inc. P.O. 130x 128	Date
201 W Wisconsin 5t Oblorg, IC. Complete Address of Employer	
(18-592-4532 592-4884 Telephone Number Fax Number	- JUN 0 3 2013
37-1085-197 Federal Employer Identification Number	- CONTRACT DEPARTMENT
If the Employer is signatory to a National or Group Contract, in	dicate the name of such Contract:

Is the Employer an Itinerant construction company working on a project or on a seasonal basis?	Yes	№ <u> </u>	,
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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 TRUSTEES RAY CABH JOF ORRE JERKY YOUNGER GEORGE J WERTLEY RHUP E, YOUNG

EMPLOYER TRUSTEES HOWARD MCDOLGALL ARTHAN H. BLAND, H. DAVID F. MORRACA TOM J. VENTURA DANNEL J. BRUTTO

ERECUTIVE DIRECTOR RONALD J AUBALANZA

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: Warehousemen, Equipent First and Parts

Inventory Employees. 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 per <u>WEEK</u> week/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

Effective Date: <u>12/01/01</u>	Rate: \$69.00
Effective Date:	Rate: \$79.00
Effective Date:12/01/03	Rate: \$83.00
Effective Date: <u>12/01/04</u>	Rate: \$85.00
Effective Date:	Rate:

3. 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: N/A	Rate: N/A
Effective Date:	Rate:
Effective Date:	Rale:
Effoctive Date:	Rate:
Effective Date:	Rato:

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 colloctive 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 statule 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 Weifare Fund and the termination referred to in a) or b) relates to only one Fund, then this Agreement shall remain in effect with respective 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 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 employeed in a managerial of supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s). 37.11.448 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, holiday pay, disability or illness pay, layoft/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, gridevance/arbitration 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, 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 itlness 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-employee service and entitle to remer 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 'nterest 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 **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' lees 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 gri-vance/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.

12. The Employer acknowledges that it is aware of the Fund(s) adverse selection rules (including Special Bulleth 90-7) and agrees that while this Agreement remains in officet, 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 accounts 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.

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.

<u>Kirby-Smith Machinery</u> Inc. Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury	
	Printed Name and Title	- ,
	& Business Representative	
Vice-President <u>K715</u> W Pipe CKloheme City OK <u>K1215</u> Ripe Steep Kloheme City OK Complete Address of Employer (405) 495-7820 <u>(018) 438-1700</u> Telephone Number	28010 R FEB I	RECEIVED CO
73-1119892	Þ	N
Federal Employer Number	AH II	CONTRACT
If the Employer is signatory to a National or Group Contract, ind	icate the name of such Contract:	DEPT.

is the Employer an itinerant construction company working 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 ROSENIONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800

MPLOYEE 1808 TEES
AY CASH
QE ORRE
FRRY YOUNDER
EOROE & WESTLEY
NALIN C. YOURFS .

EMPLOYER TRUBTES HOWARD MODUGALL ARTHUR N, BUNTE, JR DAVID F, MORUSON TOWEJ VENTURA DAMEL VENTURA

exponitive descenter Honald J. Kutalaala

THIS AGREEMENT sets forth the terms under which the Employer will pericipate 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 Wolfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of: <u>Drivers</u> and any other job classification covered by the collective bargaining agreement.

2. The Employer shall contribute to the Pension Fund per <u>week</u> week/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

Effective Date: 11-15-98	Rate: \$85.00
Effective Date: 11-15-99	Rate: <u>\$85.00</u>
Effective Date: <u>11-15-2000</u>	Rate: <u>\$85_00</u>
Effective Date: 11-15-2001	Rate: \$85.00
Effective Date: 11-15-2002	Rate:\$85_00

3. The Employer shall contribute to the Health and Welfare Fund per week (the "Contribution Period") for each Covered Employee at the following rates:

Effoctive Date: N/A	- Rate:
Effective Date:	Rele:
Effective Date:	
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 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 cutertive 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 contributers shall not terminate until either a) the Trustoes decide to terminate the Agreement and provide written notice of their decision to the Employer or b) tha Employer is no longer obligated by a contract or statute to contribute to 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 laceby participates in both the Pension Fund and the Employer is no longer obligated to contract by the Employer is no longer obligated to contract by the Employer is no longer obligated to contract by the Employer is no longer obligated to contract by the Employer is no longer obligated to contract by the Employer is no longer obligated to contract by the Employer is no longer obligated to contract by the Employer is no longer obligated to contract by certified mail with return laceby participates in both the Pension Fund and the Health and Weffare 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 tuil-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual omployees (Lo. short term employees who work for uncertain of integular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. <u>Covered Employee shall not include any person</u> 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 whother the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layof/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 bargaring agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting parted, no contributions shall be due until the Covered Employee completes the specified waiting parted, if required by the applicable collective bargaring 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 to new part and entitled to compensation. The Employee shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employee service member but for his or her absence during a parted 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 forminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a dellarquency, a) the Employer shall be obligated to pay interest on the monios due to the Fund(s) from the date when payment was due, to the date when 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 Trustees or their tidlegated 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 Werfare Fund regardless of actual terminations, leaves of assence, 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 Higgstion is required to either obtain access to the Employer's records or to collect ackitional 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 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 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 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 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 orally modified or terminated. To the extent there exists any conflict bolwoon 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.

<u>Kirscher Transport, Inc.</u> Employer Name	Local Union No. 346
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
2001 N 9 TH AUDNUE UIRGINIA, MN 55792 Complete Address of Employer (218) 749-5100 Tolephone Number <u>41-0964062</u> Federal Employer Number	RECEIVED CONTRACT DEPT

37.11.451

No .

F	PARTICIPATION AGREEMENT	
	CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 'WEST HIGGINS ROAD ROSEMON'T, ILLINOIS 60018-4938 PHONE: (847) 518-9800	
	KLANCE STAGING INC. ACCOUNT NUMBER: <u>4429000-0103-006003</u>	

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

and any other jco 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 Weffare 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 acted 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:	<u>April 1, 2008</u>	Rate:	\$ 36.70
Effective Date:	April 1, 2009	Rate:	\$ 39.60
Effective Date:	April 1, 2010	Rate:	\$ 42.80
Effective Date:	Aaril 1, 2011	Raie:	5 46.20
Effective Date:	April 1, 2012	Rate:	\$ 49.90

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:	<u>.</u>	<u> </u>	
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. However, the Trustees reserve the nght to reduce benefit levels if the contribution rate is a becomes less than the litten 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 Employers 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 onger 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 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 cartified mail (return receipt requested) at the address specified above. Any agreement or understanding which asfects 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 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 purcoses of this Agreement, the term "Cove ed 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 manageriat 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 (regarcless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layot/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arcitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly fured Covered Employees for a specified applicable cottective 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 i er 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 expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following 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 fitigation is required to either ubtain access to the Employer's records or to collect additional bitlings 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 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 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.

KLANCE STAGING INC.

E,

	Local Union No. 600
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
DateJ325_Jefferson	4/04/00 Dale
Pacific mo 630109	
Complete Address of Employer	RECEIVED
Telephone Number Fax Number	~ APR 0 8 2008
Ederal Employer Identification Number	CONTRACT DEPARTMENT
If the Employer is signatory to a National or Group Contract, indi	icate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis?	res	No
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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: 4432250-0103-00238-A

THIS AGREEMENT sets touth 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): truck driver

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. during the Term of this Agreement, 2. The Employer shall contribute to the Pension Fund for each Covered Employee at the following rates:

Cubiosa, autoria			
Effective Date:	05/01/2012	Rate:	<u>\$6.00 / hour</u>
Effective Date:	05/01/2013	Rate:	\$6.20 / hour
Effective Date:		Rate:	and and a second se
Effective Date:		Rate:	
Effective Date:		Rate:	المستحدين وتحقيق والمنابية والترب الموال والموالي والمروا والمراوي والمراوي والمراوي والمراوي والمراوي

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

Cristian - Datas		Rate:			
Effective Date:			······································		
Effective Date:		Rate:	· • • • • • • • • • • • • • • • • • • •		 مى بىر بى يەك كەربى مەر مەيچى بالكان ب ىر
Effective Date:	ا کا آندگا دده نمو بوی و ی درمانستنده بینجرده وید بسین در برس	Rale:	••••••••••••••••••••••••••••••••••••••	······	 and an and a second
Effective Date:	······································	Rate:	······································		
Effective Date:		Rate:	والمستار ويسترجع والبار البوالكالية أعطت مستجهون		 · · · · · · · · · · · · · · · · · · ·

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 terministed 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 unless this Agreement is also terminated with 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 willen natice directed to the Fund(s) - Contracts Department at the address specified above sent mot by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to certifibute 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.

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When a new collective bargalning 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 certilied 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 emptoyment 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 bargaming 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 Cove ed Employee who is a re-employed service member or former

service member bul 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 nonth. 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 oslicelion incurred by the Fund(s), including, but not limited to, attomeys less and costs and by at the option of the -Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall -be-beckereled of the the contributions and for each calendar week (Sunday Hyough Saturday) shall be one on the failowing--Monday- Hhe Employer fails to report changes in the covered workforce on time, the Employer most pay the contributions billed bythe Health and Welfare fund regardless of actual terminations, leaves of absence; tayoils 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 periment 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, an costs incorred by the Punk's) in conducting the review shall be paid by the Employer way and the Employer shall pay any altomeys' 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 11. 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 timitations shall not begin to accone with respect to any onpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability-

and the Employer

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 athis Participation Agreement shall control.

the collective bargaining agreement

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 9.5.12 Date	Printed Name and Title 9-5-12 Date
6205 Lowst Rd SW <u>Callogr RAPils</u> ; IOUA 52402 Complete Address of Employer (319) 364.8864 (319) 364.8864	
Telephone Number Fax Number 49 -1159537 Federal Employer Identification Number If the Employer is signatory to a National or Group Contract, indicate it	he name of such Contract:
If the Employer is signatory to a National of Group Contract, where a signatory to a National of Group Contract, where a signatory to a National of Group Contract, where a signatory to a signatory working on a projection company working on a projection c	



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CONTRACT DEPARTMENT

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CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUNDRIEALTH AND WELFARE FUND 9377 WEST HIGGINS RUAD ROSEAIONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800 Parlo-EC 1000-655 Fafe) Gelowie "Chry 100-666 Charles J webbig V Group LS & webbig V Group LS & webbig V

MAI REEN JULG-EES INDAACH MACHINAL ARTIEDH IS DA- IB, JR INDA J METTUNA GARE S. CHICMBIG CHIRSTOPIACH J LANGAH

SINCETTY REPORTOR

1. The Unide and Employer agree to be bound by the Trust Agreement(s) or the Person Fund and/or the Health and Wettere Fund and all amendments's subsequently adopted as well as all rules and regulations presently is effect or subsequently allopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and the successors.

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

Effective Date: 4/1/2007	Rate: \$91.80	
E lective Date: <u>4/1/2008</u>	Rate: <u>\$99.10</u>	RECEIVED
Effective Date: <u>4/1/2009</u>	Hato: <u>\$107,00</u>	
ENective Date:	Rate:	JUN 0 4 2007
Filective Date:	Raie:	CONTRACT DEPARTMENT

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

M CHIGAN CONFERENCE OF TEAMSTERS Hamilth and Welfare

4. Composition rate changes after the tast Effective Date set forth in paragraphs 2 and 3 shall by determined by each new collective barganing agreement at d such tate changes shall be incorporated into this Agreement. The parties may execute an inform adreement effective barganing agreement at d such tate changes shall be incorporated into this Agreement. The parties may execute an inform adreement effective barganing agreement is timing registrated, in the shearpe of entitation agreement. The control of the information of a collective barganing agreement of a collective barganing agreement is timing registrated, in the shearpe of entitation agreement. The control of the information of a collective barganing agreement and provide the effective of a pow collective barganing agreement in the formation of the collective barganing agreement in the formation of the collective barganing agreement in the formation of the collective barganing agreement is the collective barganing agreement of the definition of the collective barganing agreement is the collective barganing agreement is the collective barganing agreement of the definition of the collective barganing agreement is the collective barganing agreement. However, end Trustees resores the collective barganing agreement. However, and Trustees resores the collective barganing agreement is the collective barganing agreement.

6 This Agreement and the obligation to pay contributions to the Fund(s) will continue alter the termination of a collective torganing algreement except to contributions shall be give during a sinke unless the Union and the Employer multicity agree in whiling atherwise. This Agreement except to contributions shall be give during a sinke unless the Union and the Employer multicity agree in while give during a sinke unless the Union and the Employer multicity agree in while give during a sinke unless the Union and the Employer multicity agree in while give during a sinke unless the Union shall not terminate until a) the Imployer and control of the during a sink of the Employer aport program to does to terminate on the part opation of the timployer is no longer obligated by a contractor statule to control to be part of an interface during the Employer is no longer obligated by a contractor statule to control to the Fund(s) contracts Department at the address specified to the Fund(s) Contracts Department at the address specified to be easily on third and with no in multiply requested which describes the reason why the Employer is no longer obligated to contract or single obligated to contract or the time of a section that terminates the Union's representative status or d) the date the Union's representative status to the to the other Fund and the terminates on the terminates to other terms to a reference of a transition of a terminate of an elected in the terminates to other terms to other terms to the other terms of the date the Union's representative status or d) the date the Union's representative status to only one Fund. Includ

6. When a new collective bargaring agreement is signed or the Employer and the Union agree to change the onfective bargaring agreement or anti-bargaring agreement or modification to the Funday Contraction tender to the Employer's contraction and (reference) in equested) at the address specified allow. Any agreement or understanding which affects the Employer's controlution obligation which has not nee, submitted to the Fund(s) as initiated by the bargaring agreements or and the Employer's controlution obligation which has not nee, submitted to the Fund(s) as initiated by the bargarin, shall not be briding of the Trustees and the Agreement and the writer agreement if the rest (s) as initiated by the bargarin, shall not be briding of the Trustees and the Agreements and the writer agreement if the rest been submitted to the Fund(s) allow remain another allower and the Agreements and the writer agreement that been submitted to the Fund(s) allow remain another allow the Statements and the writer agreement is a submitted to the Fund(s) allow remain another allowing agreements and the writer agreement is the to be submitted to the Fund(s) allow remain another allowing agreements and the volice of the provide the property to the property of control of a control of the the property to provide the property to control of a collective bargariew agreement that has been accepted by the Person Fund

7 For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time inspectes covered by a cotective bargaining agreement requiring contributions to the Envelop and includes case of employees the a stort term employees who work for uncertain or insighter dura on a cost of envelopee shall not be a Covered Employee with respect to the Health and Wellare Fund if the colocitive bargaining agreement explicitly risk. The case of employees from valid the born to the transit and Wellare Fund if the colocitive bargaining agreement explicitly risk. The case of employees the propose the transit and Wellare Fund if the colocitive bargaining agreement explicitly risk. The method is a method of a second employee and the respective term for the fund if the colocities the individual and purpose employed in a method risk and person employed for the principal purpose of obtaining heneits from the Fundia). 8. The Employed agrees to name contributions on behalf of each Covered Employed to any partial heighter receives or is entitled to receive, compensation (regardings of whether the employment relationship is reminsted), including show or time pay, ovariant pay, heiday pay, disability or timess pay, layoffsowmance pay, vectors pay or the payment of asses which are me result of acty National Labor Relicity or timess pay, layoffsowmance pay, vectors pay or the payment of asses which are me result of acty National Labor Relicity or timess pay, layoffsowmance pay, vectors pay or the payment of asses which are me result of acty National Labor Relicity or any brand proceeding, greenexes/arbitration proceeding or other repart proceeding or white level waiting partial, no contributions strait be due unit the Covered Employee completes the specified manness parket. If required by the applicable codecive bargaining accesses, contributions strait be covered Employee is not entitled to be been used any Covered Employee who is not working due to these or input even if the Covered Employee is not entitled to comparison in the Employee who is not working due to these or input even the Covered Employee who is a re-employed service member or former service members but for his or their bisence during a pencel of any Covered Employee as defined at \$2 C,F,R, §104.3.

9. On or before, he 15th day of each month, the Employer must report to the Fund(a) any change in the Covered Employee workforce (including, but not is mided to new three fugures of a Jalinguancy, a) the Employee most during the prior month and must pay all contributions owed for the play month. In the event of a Jalinguancy, a) the Employee shall be obligated to pay interest out the months of collection incomed by the Find(a) including, but not is the event of a Jalinguancy, a) the Employee shall be obligated to pay interest out the months of collection incomed by the Find(a) including, but not initial us, a group's fees and costs and b) at the optime of the Trustees or their delegisted representative, the payment of contributions instructure allocing income during the optime of the Trustees or their delegisted representative, the payment of contributions instructure allocing is under a statil be accelerated to that the contributions owed for each collection week (Sunday through Saturday) shall be doe on the fullowing Monday. If the Employee has to report changes in the covered workforce on their pay line contributions build by the Heavit and the accelerated to the Employee has to report changes ited to a covered workforce on time. The Employee must usy the contributions build by the Heavit and Valifae Functional the participation of any Employee that fails to barrely contributions.

10. The Employer shall provide the Trustees with access to its Payroll records and other pertire - records when requested by the Functis). If ingetion is required to alther obtain access to the Employer's records, or to deflect additional believe that result from the review shall be part by the Employer and the Employer's half be part by the Employer and the Employer shall be part by the Employer and the Employer shall be units and costs incurred by the Fund(s).

11. The Trustees shall not be required to solumit any dispute concerning the Employer's obligation to pay constitutions to any grievance? Untation procedure set torth in any collective bargament agreement.

12. The Employer acknowledges start it is aware of sho Fund(s) adverse selection rule (including Special Baltatin 90-7) and agrees that while the Agreement remains in effect, it will not enter into any agreement or engage in environment entrance that violates the adverse selection rule.

13. This Agreement chait in all respects be construind autoriting to the laws of the United States, in all actions taken by the Trustees to enforce the terms of this Agreement, including scions to collect delinquent controlucions to conduct enders, the Amoust the year within contract statute of limitations shall apply. The Employer agrees that the statute of finitations shall not again to accure with respect to any un bald contributions with such time as the Fund(s) receive actuation when onlice of the sections of the Employer's tability.

14. This Agreement may not be modified or terminated without the Written consent of the Fulld(s). To be extent there exited any conduct between any provisions of the collective bargetning agreement, this Participation Agreement and any provisions of the collective bargetning agreement, this Participation Agreement.

IN WITNESS VITTEREOF, said & shidyer and Union have caused lies Instrument to be executed by Kreir duly authorized representatives, the day and year first above written.

KOENIG SAND SED GRAVEL LLC	Satat Union 14 614
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NJ FREDERICKS JR_	May 31, 2007
NJ FREDERICKS JR Date 5/31/07	Dato Carl
1955 LAKEVILLE ROAD OXFORD NI 40051	
Complete Address of Environment	RECEIVED
(248 628-2711 617) 368-2040	. .
Talephone Muniber Fax Number	JUN 0 4 2007
38-3583065	CONTRACT
Federal Employer Identification Number	DEPARTMENT
If the Employer is signatory to a National or Group Con. act, indicate	te name of such Cutitract:

te the Employer an experient construction company working on a project or on a seasonal basis: Yes _____ No ____

ORIGINAL



PARTICIPATION AGREEMENT

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

ACCOUNT NUMBER:

THIS AGREENENT 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 Wetfare Fund (Health and Wetfare Fund) in accordance with its collective bargaining agreement with the Union covering the following job classification(s): <u>Parts Unit</u>

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 at 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:	12/01/2013	Rate:	\$138.10 per wk
Effective Date:	12/01/2014	Rate:	\$143.60 per wk
	12/01/2015		\$149.30 per wk
Effective Date:		Rate:	
Effective Date:		Rate:	

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

Effective Date:	09/01/2013	Rote:	\$276.50 per wk
Effective Date:		Rate:	\$303.70 per wk
	09/01/2015	Rate:	\$333.70 per wk
Effective Date:		Rate:	
Effective Dete:		Rato:	•

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. However, the Trustees reserve 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.

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 due during a strike unless the Union and the Employer mutually agree in writing observice. 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 to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer's 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 cartified mail with return receiver equested which describes the reason why the Employer is no longer obligated to contribute status or d) the date the notice directed to the terminates the generative status or d) the date the Union's representative status interminates through a valid disclaimer of interest. In the avent the Employer participates in both the Pension Fund and the Health and Wettern 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.

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)' 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 remultighterforeable. The following agreements shall not be valid: a) an agreement that purports to retroactively eliminate or reduce the Contribution rate psystels to the Pension Fund or c) an agreement that purports to prospectively eliminate to the Pension Fund or c) an agreement that purports to prospectively eliminate 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(a) and includes casual employees (i.e. short form 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 recoives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), induding show up time pay, overtime pay, holiday pay, disability or lineas 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 satisment. 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 bahalf of any Covered Employee who is not working due to Encess or injury even if the Covered Employee is not entited to compensation. The Employer shall pay any contributions that would have atherwise 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 petiod 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 Employees workforce (including, but not imited to new trives, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the evant of a dolinquency, 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 is, 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 delegatent shall be accelerated to 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 reguted 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 lidgation 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 bergaining 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 control contributions or to conduct audits, the fillinois 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 axistence 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 comflict 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

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CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 19377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800 ENPLOYER TRUBEES RAY CABH JOE GARIE JERRY YOUNGER GEORGE J WESTLEY PHLIP & YOUNG

EMPLOYER TRUSTEES HOARND MCDOUGALL ARTHUR H BUNTE JR DAVID S, MORRISON TOM L VENTURA DAMEL J BRUTTO

EXECUTIVE DIRECTOR RONALO J. KUBALANZA

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Perision 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 CEIVED CONTRACT DEPT ະມ APR 28 1411: 34 03-31-03 \$158.00 Effective Date: Rate: Effective Date: 03-31-04 \$166.00 Rate: 03-31-05 Effective Date: \$166.00 Ralet Effective Date: Rale: Effective Date: _ Rate

 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: 03-31-03	Rate:
Effective Date: 03-31-04	Rale: \$243.70
Effective Date: 03-31-05	Rate: \$267.70
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 absonce 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 night to roduce benefit levels if the contribution rate is or becomes less than the linen 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 bargalning 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 bargelining agreement is signed or the Employer and the Union agree to change the collective bargelining 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 casuat 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 ram t 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 filness 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 agrooment states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due unil 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 w o 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 not working the 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 on ad for the prior month. In the event of a delanquency, 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, 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 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 pertment records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional bitlings 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 affect, 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 a7 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 jability.

14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of t is Participation Agreement and any provisions of the collective bargaining agreement that control.

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

KOKOSING CONSTRUCTION CO.

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886 MCKINLEY AVE. COLUMBUS, OH 43222-1187 Complete Address of Employer

1614-229-1029____ Telephone Number

<u>31-102 3518</u> Foderal Employer Number

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

PROJECT AGREEMENT

Is the Employer an itimerant construction company working on a project or on a seasonal basis Yes XX 37.11.464



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT. ILLINOIS 800184938 PHONE: (847) 518-9800 CHPLOYEE TRUSTEES NAY CASH JOE ORRIT JERRY YOUNGER GEORGEJ WESTLEY JALL'E YRUNG

ENIN, OVER TRUSTERS HOWARD MEDDUGALE ARTHUR IN BUNTE JR. DAVID F. MORRISON TOM J. VENTURA DAVIEL J. GRUTTO

EXECUTIVE DIFECTOR ROMALD J, FUBALANSA

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 Wetfare Fund ("Health and Wetfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification (s) of: <u>Drivers</u>

The Union and Employer agree to be baixed by the Trust Agreement(s) of the Ponsion 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 Perision Fund per DAY week/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following filles:

Effective Date: May 01, 2009	Rate:\$44.50
Effective Date: May 01, 2010	Rate: \$47.60
Effective Date: May 01. 2011	Rate:\$50.50
Effective Date:	Rate:
Effective Date:	Rate:

3. 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:	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 interm agreement estab shing contribution rates during the periods when a new collective bargaining agreement is being frequitated. In the absence of an inform 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 strake except no contributions shall be due during a strake unless the Union and the Employer muturally agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until effer 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(e) 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 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.

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 requining 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 for the principal purpose of obtaining benefits from the Fund(s). 37.11.465

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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, holiday pay, disability or illness pay, layoft/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 enfitted to compensation. The Employer shall pay any contributions that would have otherwise boon 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 wed 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 builed to yut regardless of actual terminations, leavos of absence, layoffs or other changes in the work force. The Trustees reserve the nght 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).

1. 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 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 inpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer ability.

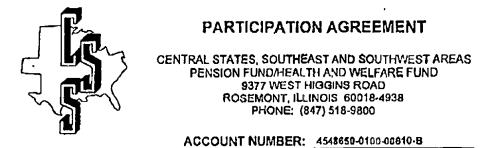
14. This Agreement may not be orally modified or terminated.

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.

Kraemer Mining & Materials, Inc.	
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
L LITTERT LABILIE AND I LITA	Printed Name and Little
1020 W. Cliff Road	
Burnsville, MN 55337	
Complete Address of Employer	RECEIVED
Telephone Number	
Federal Employer Number	CONTRACT Department
If the Employer is signatory to a National or Gro	pup 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 🔀

KUTIS CITY



THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pencion 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.

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

Effective Oate:	00/29/14	Rate:	\$338.00	— –
Effective Date:		Rate:	· · · · · · · · · · · · · · · · · · ·	
Effective Date:		Rate:		
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:	05/29/14	Rato:	\$347.70			
Effective Date:	00/28/15	Rate:	\$387.70			
Effective Date	07/03/16	Rato:	\$404.50*			
Effective Date:		Rate:				
Elfective Data:		Rate:	-	 	<u> </u>	

*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 bargeining agreement and such rate changes shall be incorporated into this Agreement. The parlies may execute an interim agreement establishing contribution rates during the periods when a new collective bargeining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargeining agreement and prior to either the execution of a new collective bargeining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargeining 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 unlite a) the Trustees decide to terminate the part clipation of the Employer and provide written notice of their decision to the Employer specifying the date of terminate in part clipation 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 cortified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or d) inc date the Union's representative status terminates through a valid distaimer 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.

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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 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 statulory 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 bargeining 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 bargeining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to ramit contributions on behalf of each Covered Employee for any period he/she receives, or is enlived to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overline pay, holiday pay, disability or illness pay, layoff/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 bergaining 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 regulared 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 lliness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been path 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 dufined 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 terminalions) 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 monios due to the Fund(s) from the data 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 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' (see 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 grievence/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 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 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 lilitois 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 unpatd 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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37.11.468

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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.

KUTIS FUNERAL HOME INC.	Local Union No. 610
Er Redacted by U.S. Department	Redacted by U.S.
of the Treasury	Department
R	of the Treasury
Printed Name and Title	
KUTIS FUNSHAL HOME, INC.	7/1/11/
Date 2009 GRAVOIS 8T. LOUIS, MO 63118 314-772-3000	Date Date
Complete Address of Employer	
Telephone Number Fox Number	· · · · · · · · · · · · · · · · ·
Federal Employer Identification Number If the Employer is signatory to a National or Group Contrac	
Is the Employer an kinerant construction company working	· ·
• •	RECEIVED
•	JUN 1 8 2014 .
· · · · · · · · · · · · · · · · · · ·	CONTRACT DEPARTMENT

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Diplotee trustees Ray Cash JOE Crite Erry Youkier George a westury Phare e Youki

ENFLOYFR THUSTING HOMARD NEDDUGALL ARTHUR IS BUNTE, JR. TCM J. VENTURA DANIEL J. DRUTTO GARY F. CALDARAL

Executive director Ronald L Rucalanza

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Pension und ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and We fare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification (s) of: <u>Drivers/Continuation Men</u> 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 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 Employee Trustees and their successors.

2. onc) (the "C	The Employer shall contribute to the Pension Contribution Period") for each Covered Employee r	Fund per v.	esorto) ruativeste
•	Effective Date:	Rate: \$142.90	
	Effective Date:April_1_2015	Rate:	
	Effective Date:April_1. 2016	Rate:	
	Effective Date:	Rate:	
	Effective Date:	Rate:	

3. The Employer shall contribute to the Health and Welfare Fund per week/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

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 increase in feffect 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 s all not terminate until either a) the Trustees decide to terminate the Agreement and the Employer's obligation to pay contributions s all not terminate until either a) the Trustees decide to terminate the Agreement and the Employer's obligation to be Employer or b) the Employer a 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.

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) that has been submitted to the Fund(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 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 agreements from the Fund(s). 37.11.470

8. The Employer agrees to ramit 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 filness 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 shell 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 Bress or injury even if the Covered Employee is not embled 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 hirds, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the svent of a definitiency, 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 objection incurred by the Fund(s), including, but not limited to, ettomeys' feer 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 Sturday) 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 vorkforce. 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 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)' soverse 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 Enforce the 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.

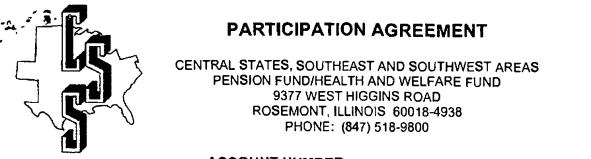
14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

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.

LCR TRUCKING Employer Name Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Prime name and the	<u></u>
<u>1171 E 400 N</u>	
HARTFORD CITY, IN 47348	RECEIVED
Complete Address of Employer	
(765 348-3080 ()	
Telephone Number Fax Number	CONTRACT
46-4371829	DEPARTMENT
Federal Employer Number	— <u>—</u>

If the Employer's signatory to a National or Group Contract, indicate the name of such Contract: Indiana Heavy, Highway, Rallroad and Underground Utility Contract.

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



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.

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

Effective Date:	01/01/12	Rate:	\$126.50
Effective Date:	01/01/13	Rate:	\$132.80
Effective Date:	01/01/14	Rate:	\$138.10
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:	 	<u> </u>	
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 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.

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 fais to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and ^{1M}elfare 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.

LaFarge North America Inc.	Local Union No. 449
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Daye 25, 2013	Date 25 2013
75 Pineview Drive, Suite 100 Amberst, NY 14228Complete Address of Employer(716) 505-5300(716) 505-5300Telephone NumberFax Number $58 - 1290226$ Federal Employer Identification NumberIf the Employer is signatory to a National or Group Contract, indicate the	
Is the Employer an itinerant construction company working on a projec	RECEIVE

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CONTRACT DEPARTMENT

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Sec. 3

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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



MAY I 2 2008

ACCOUNT NUMBER: _ 4578270-0500-00722A

CONTRACT DEPARTMENT

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.

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

Effective Date:	05/04/08	Rate:	\$91.80
Effective Date:	05/03/09	Rate:	\$99.10
Effective Date:		Rate:	\$107.00
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:	05/04/08	Rate: \$189.00	AT T	
Eflective Date:	05/03/09	Rate: \$203.00		
Effective Date.	05/02/10	Rate: \$217.00		
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 cohective 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.

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 agree in writing otherwise. This Agreement and the Employer and provide written notice of their decision to the Employer specifying the date of 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) nave 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 contribute or b) 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 the bargaining unit, this Agreement shall remain in effect with respect to the other Fund.

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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 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 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 "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 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 suttement. If the collective bargaining agreement states that contributions shall not be due on new y 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 appticable collective bargaining agreement, contributions shall also be made o 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 faits 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 lerminations, 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 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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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.

LaFame North America	Local Union No. 722
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
SULAR	Printed Name and Title
5/1/08 Date	Date
15194 ROUTE 47 ELBURN, IL Complete Address of Employer	GOIA RECEIVED
Complete Address of Employer <u>630-365-3600</u> Telephone Number Fax Number	MAY 1 2 2008
36-2144455	CONTRACT DEPARTMENT
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

...

PARTICIPATION AGE	REEMENT
CENTRAL STATES, SOUTHEAST AND PENSION FUND/HEALTH AND V 9377 WEST HIGGINS ROSEMONT, ILLINOIS 60 PHONE: (847) 518-9	VELFARE FUND ROAD 0018-4938
ACCOUNT NUMBER:	-00050A

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.

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

Effective Date:	01/14/2013	Rate:	\$40.10/day
Effective Date:	05/01/2013	Rate:	\$41.70/day
Effective Date:	05/01/2014	Rate:	\$43.40/day
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:	01/14/2013	Rate:	\$9.3 0/hr	•	_	
Effective Date:	05/01/2013	Rate:	\$9.70/hr			
Effective Date:	05/01/2014	Rate:	\$10.55/hr *			
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 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 the bargaining unit, 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 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 parson 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 Hoalth 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 attomeys' 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.

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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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.

Ray Lafore Truck Servi	ce Inc.	50
Redacted by U.S. Depar of the Treasury	tment	Redacted by U.S. Department of the Treasury
12413_ Date		
2131 LLOEWELLYN RO	DAD	
SWANSEA, IL 62226		
Complete Address of Emp	bloyer	REGINED
618-779 - 9341	618-398-0735	
Telephone Number	Fax Number	FEB 0 4 2013
37-0986323		CONCERACT
Federal Employer Identific	cation Number	DEPARTMENT
If the Employer is signato Illinois Articles of Con		Contract, indicate the name of such Contract:
Is the Employer on Itinera	nt construction company y	working on a project or on a seasonal basis? Yes No

Is the Employer an itinerant construction company working on a project or on a seasonal basis?

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PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/IEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE: (847) 518-9900 EMPLOYEE TRASTERS ANY CARDS JOE ORVIE JERRY YESANJESS OPONDE J WESTLEY DE REAL YESAND

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SALOUNA DATATA

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Centrel States, Southoast and Southwest Areas Penalon Fund ("Pension Fund") and/or the Centrel States, Southeast and Southwest Areas Health and We are Fund ("Health and Wetlare Fund") in accordance with its collective bargeining agreement with the Union covering the job classification(s) of: <u>Drivers</u>

2. The Employer shall contribute to the Ponsion Fund per <u>48,40</u> week/day/hour (ct.cose one) (the "Contribution Period") for each Covered Employee at the following rates:

Effective Dale:	Rain 48.40 per day
Effective Date:	Rate:
Erfec®ve Dabe:	
Effective Date:	Rate:
Effective Date:	Rate:

3. 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:	Rate: \$225.70 per week
Effective Date:	Rale:
-Etlactive.Dale:	"Ralo:. <u>"</u>
Effective Date:	Rate:
Effective Date:	Rate:

4. Contribution rate charges 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 barg negosited. 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, sholl 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 the trustees that the trustees reserve the right to reduce benefit levels if the contribution rate is 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 after a) the Trussees decide to terminate the Agreement and the Employer's obligation to pay contributions shall not terminate until after a) the Trussees 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 will en 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 Vietare 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 original to the original to in a or b) relates to only one 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 retrain enforceable.

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

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8.¹¹⁹ The Employer agrees to remit contributions on behalt 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, tayoffaeverance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding gnerance/arbitration proceeding or other legal proceeding or softlement. If the collective barganing 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 barganing agreement, contributions shall be due until the Covered Employee a not entitled to compensation. The Employee who is not working due to liness or injury own if the Covered Employee a not contributions. The Employee shalt pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employee 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 nil cont itufions owell for the prior month. The event of a definition of a definition of the Employee workforce, 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' 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 delinquen shall be accelerated so that the contributions awad 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 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 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 Rigation 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 attorneys' teas 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 the 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 edverse selection rules.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all according to the laws of the United States. In all according to 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 liability.

14. This Agreement may not be orally modified or lerminated.

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.

LAKENTILS MOTOR ELPRESS TUS.	1 and 100 No a 563
Redacted by U.S. Department	Redacted by U.S. Department
of the Treasury	of the Treasury
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- +	
OLASLER Human Resputers	
Po Bux 1302PU Rovenue An 5543	
Complete Address of Employer	
1651 1636-8900	
Telephone Number	
41-0278303	• · · · ·
Føderal Employer Number	
If the Empleyer is signatory to a National or Group Contract	indicate the name of such Contract;
LANCE ALL CONT & CREW ACRES	mens
•	• /
Is the Employer an Anerant construction company working	on a project of on a seasonal basis: Yes No X
ED Har en Bucken un antenanne	



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: 4630300-5307-00662A

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): plant wide dairy operation

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:	9/1/2010	Rate:	\$115.60
Effective Date:	9/1/2011	Rate:	\$124.80
Effective Date:	9/1/2012	Rate:	\$132.30
Effective Date:	······································	Rate:	
Effective Date:	<u>`</u>	Rate:	

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

			Member	Member+Child	Member+Spouse	Family
Effective Date:	10/01/2010	Rate:	\$108.60	\$146.30	\$227.90	\$296.70
Effective Date:	10/01/2011	Rate:	\$114.80	\$155.30	\$241.10	\$321.00
Effective Date:	10/01/2012	Rate:	\$122.30	\$164.80	\$257.00	\$346.00
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 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.

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.

Land O' Lakes, Inc Denmark	Local Union No
lacted by U.S. Department ne Treasury	Redacted by U.S. Department of the Treasury
	Printed Name and Title
9.22.00	9/10/2010
Date 305 S Wall Street	Date
Denmark, WI 54208	
Complete Address of Employer	
920-863-2131 920-863-554	9
Telephone Number Fax 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 DEPARTMENT

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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 accordance with its collective bargaining agreement with the Union covering the following job classification(s): TRUCK DRIVERS & DOCK 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 Pension Fund for each Covered Employee at the following rates:

Effective Date:	9/28/14	Rate:	\$274.00
Effective Date:	9/27/15	Rate:	\$290.40
Effective Date:	9/25/16	Rate:	\$302.00
Effective Date:		Rate:	
Effective Date:		Rato:	

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

Effective Date:	9/28/14	Rate:	\$347.70
Effective Date:	9/27/15	Rate:	\$367.70
Effective Date:	9/25/16	Rate:	\$404.50 (Dot to Ercud)
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 other Fund.

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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 req iring 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 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 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.

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 entor 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 Participaticn Agreement shall control.

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

LAPORTE TRANSIT CO.,	INC.	Local Union No.		
Redacted by U.S. Department of the Treasury		Redacted by U.S. Department of the Treasury		
Prinled Name and Title				
2123/15		3/20/15		
Date		Date		
P.O. BOX 578				
LAPORTE, IN 46352				
Complete Address of Emp	player	—		
(219) 362-6211	(219) 362-8414			
Telephone Number	Fax Number	<u> </u>		
35-0936157				
Federal Employer Identific	cation Number	—		
If the Employer is signator	ry to a National or Group Contract.	indicate the name of such Contract:		
Is the Employer an itinera	nl construction company working o	on a project or on a seasonal basis? Yes No		

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CONTRACT DEPARTMENT

G Groups/Funds/Forms/CERCN PA Web doc = 01/25/2008

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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 RECEIVED

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CONTRACT DEPARTMENT

ACCOUNT NUMBER: 4657500-0100-00247A

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.

t. 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:	12/1/08	Rate:	\$190.00 weekly	
	Effective Date:	5/31/09	Rate:	\$197.60 weekly	
	Effective Date:	5/30/10	Rate:	\$205.50 weekly	
	Effective Date:	5/29/11	Rale:	\$213.72 weekly	
	Effective Dale:	5/27/12	Rate:	\$222.27 weekly	
Pension co	ntributions continu Effective Date:	5/26/13	Rate:	\$231.16 weokly	- <u>-</u>
	Effective Date:	5/27/14		\$240.41 weekly	
			Rate:		
	Effective Date:	5/27/15	Rate:	\$250.03 weekly	
	Effective Date:		Rate:	···	
	Effective Date:	• •	Rale:		

3. Health and Welfare Fund - Not Applicable

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 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 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 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 this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remath 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 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 ovent 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 Mondey. 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 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.

37.11.490

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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Laramie, inc.	Local Union No. 247
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
<u>X 9-13-13</u> Date 14800 Castleton, P.O. Box 27170 48400 NEST BAD	Printed Name and Title September 5, 2013 Date
Betroit, Mi-40227 Wixon, MI. 46393 Complete Address of Employer (313) 273-4908 248-313-580 Telephone Number Fax Number 38-1502007	8
Federal Employer Identification Number	name of such Contract:
Is the Employer an itinerant construction company working on a project o	r on a seasonal basis? Yes No
	RECEIVED
	SEP 1 8 2013 CONTRACT DEPARTMENT

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		PATION AG		JENRY YOUNGER GEORGE J WESTLEY PHLIP E. YOUNG
	TARIO	FATIONAG		ENPLOYER TRUSTEE
		S, SOUTHEAST AND	SOUTHWEST AREAS	HOWARD MCDOUGALL ARTHUR H. BLINTE, JR DAVD F. MORRISON TOM J. VENTURA
∇		377 WEST HIGGINS F		DANEL J BRUTTO
		EMONT, [LUNOIS 600 PHONE: (847) 518-90		RONALD J. KURALANZ
	AGREEMENT sets forth the t			
	Southwest Areas Pension Func			
 Areas Hearn a with the Union 	nd Welfare Fund ("Health and covering the job classification(s) of:	ordence wan as conecave o C/S	argaining agreement
	•	•		
1.	The Union and Employer ag			
	Welfare Fund, all rules and reg d accept the respective Emplo			
	accele ne leshecitis cuibio	yer and Employee its		
2.	The Employer shall contribute			ek/day/hour (choose
one) (the *Con	tribution Period") for each Cov	ered Employee at the I	ollowing rales:	
	Effective Date: 1-1	-02	Rate: 83.00	_
				-
	Effective Date:		Rate:	_
	Effective Date:	-04		- - -
	Effective Date:	<u> </u>	Røle: Røle:	-
•	Effective Date:	<u> </u>	Røle: Røle:	- - -
3.	Effective Date:	to to the Health and W	Rote:	- - Contribution Period")
· · 3.	Effective Date:	to to the Health and W	Rote:	- Contribution Period")
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3.	Effective Date:	te to the Health and W rates:	Rate:	-
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determined by each, new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may accoute an interim agreement establishing contribution rates during the particle when a new collective barganing agreement is being negotiated. In the absonce 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 rescrive the right to reduce benefit levels if the

This Agreement and the obligation to pay contributions to the Fund(5) will continue after the termination 5 of a collective bargalning 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 continbute 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 of 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 controution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustess 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" shalt mean any full-time or part-time 7. employce 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 co lective bargaining agreement expectity 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). 37.11.492

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 tegal 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 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 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 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.

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 its 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 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 combutions or to conduct audits, the lifinois 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.

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.

Man - Danielson Constru Conce. ocal Union No. 135-Redacted by U.S. Department Redacted by U.S. Department of the Treasury of the Treasury 4 (26200-0108 omplete Address of Employe 2H, 362 ネッネフ 35-0461550 Federal Employer Number If the Employer is signatory to a National or Group Contract, indicate the name of such Contract. 6 hild , ng + Tladys is the Employer an itinerant construction company working on a project of on a seasonal basis. Yes 37.11.493

Fra	PARTICIPATION AGREEMENT	
	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	
	ACCOUNT NUMBER: 4709700-0103-662-B (Mechanics)	

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.

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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:

Effective Date:	01/02/2011	Rate:	\$179.30 pcr week	
Effective Date:	01/01/2012	Rate:	\$193.60 per week	
Effective Date:	12/30/2012	Rate;	\$209.10 per week	
Effective Date:	12/29/2013	Rate:	\$225.80 per week	
Effective Date:		Rate:		

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

Effective Date:	01/02/2011	Rate:	\$273.70 per week			
Effective Date:	01/01/2012	Rate:	\$281.70 per woek		·····	
Effective Date:	12/30/2012	Rate:	\$304.20 per week *			
Effective Date:	12/29/2013	Rate:	\$328.50 per week *	···		,
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 contr bute 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.

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 climinate 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 p occeeding, 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 s all 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 Heatth 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 titigation 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.

LEICHTS TRANSFER & STORAGE CO.	Local Union No
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
<u>///5//2</u> Date	
Complete Address of Employer	
Telephone Number Fax Number	- RECEIVED
Federal Employer Identification Number	DEC 1 0 2012
If the Employer is signatory to a National or Group Contract,	CONTRACT indicate the name of such ContraDEPARTMENT
Is the Employer an itinerant construction company working c	on a project or on a seasonal basis? Yes No

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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 EVPLOYEE TRUSTEES RAY CASH JOE ORAIE JORRY YOUNGER OSOAGE J. WESTLEY RALP E. YOUNG

ENPLOYER TRUSTERS NOWARD MODOLGALL ARTHUR H. BUNIE, JR. - 244 J. VENTURA DAMBL J. BRUTTO GARY F. CALDWELL

EXECUTIVE DIRECTOR ROHALD J. KURALAHZA

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: <u>DRIVERS/COMBINATION MEN</u> 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 Wetfare 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.

Effective Date:APRIL 1, 2014	Rate: \$142.90
Effoctive Date:APRIL 1, 2015	Rate: _\$151.50
Effective Date:APRIL 1, 2016	Rate: \$157.60
Effective Date:	Rate:
Effective Date:	Rate:

3. The Employer shall contribute to the Health and Welfare Fund per week/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates:

Effective Date:	Rate:
Effective Date:	Raie
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 execution of a collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the ast 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 recept requested which describes 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) that has been submitted to the Fund(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 cotlective bargaining 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 litness 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 bargalning agreement states that contributions shall 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. In contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargalning 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 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(6) 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 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 payrol! records and other pertinent records when requested by the Fund(s). If Itilgation 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 ecknowledges 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 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 auolts, 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.

LICA CONSTRUCTION	Redacted by U.S. Department		
Redacted by U.S. Department of the Treasury	of the Treasury		
Printed Name and Title / P 0 BOX 372, 5838 W SR 218			
BERNE, IN 46711 Complete Address of Employer	FEB 2 6 2015		
(260) 849-0124 Plate 334-5353 Telephone Number Fax Number Fax Number 355-1145814 1458814	CONTRACT DEPARTMENT		
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 ____ No ____

PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEWONT, ILLINOIS 60018-4938 PHONE: (847) 518-9800 ENPLOYER TRUSTEES THED GEOME GEORGE J. WESTLEY GEORGE J. WESTLEY GHARLESA WHOREY PHOP E YOUNG

сыясаная трибтесс нимана иссоидал Ая^{та}ния и минте, я ^том и убатина далу с см. сами: сияв торнея салсан

EXECUTIVE DIRECTOR

THIS AGREEMENT sets form 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 Sc. thwest Areas Meahn and Weffare Fund ("Health and Welfare Fund") in accordance with its collective Dergaining agreement with the Union covering the following job classification(s): <u>Construction Truck Drivers</u> and any other job classification covered by the collective bargaining agreement and the Agreement between the Mealth and Welfare Fund and the Dispois Conference of Teamsters and Employers Welfare Fund both of which are incorporated herein

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

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

1.

Effective Date: 8-3-09	Role: <u>\$162.50 per week</u>
Effective Date:	Rata:
Effective Oate:	Rate:
Effective Date:	Raio:
Effective Date:	Rete:
The Employer shall contribute to the Health a fellowing rates:	and Welfare Fund for each Covered Employee at the
Effective Date: 8.3.09	Rate: <u>\$9.05 per hour</u>
Effective Date:	Rate:

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 execure an interim agreement establishing contribution rates during the periods when a new 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 or the termination of a of this Agreement, shell be the rates in effect on the last day of the terminated collective bargaining agreement. However, the the applicable banefit to reduce banefit 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 bargalning agreement and during a strike except to 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 to pay contributions shall not to the Employer specifying the date of terminate in part cipation or b) the Employer is no longer obligated by a contract or statute 1. Contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s). Contracts the Employer's no longer obligated to contribute or c) the date the NLR8 certifies the result of an election that terminates the finite event the Employer participation for the Pension Fund and the terminates the finite event the Employer participated to contribute or c) the date the NLR8 certifies the result of an election that terminates the finite event the Employer participation or by the Pension Fund and the terminates through a valid disclaimer of interest to in a) or b) restates 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) felates to only part of the bargaining unit, this Agreement shall remain an 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 aubmit the entire agreement or modification to the Fund(s) understancing which affects the Employer's contracted of the address specified above. Any agreement or by this baragraph, shall not be binding on the Trostees and this Agreement and the written agreement(s) that has been purports to retroactively eliminate or reduce the Employer's islutiony 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 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 uncortain or irregular duration) except a casual employee shall not be a Coveroit Employee with respect to the Health and Welfare Fund if the collective bargaining agreement exploses from participation in the Health and Welfare Fund. Covered Employee shall not include any person employee 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, 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, layoif/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 legat proceeding or settlement. If the collective barganing 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, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective barganing agreement, contributions shall also be made to the Fund(s) on behalt 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 that pay any contributions that would have otherwise been plad on any Covered Employee who is a recemployee 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 deinquency, 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 imade, together with all expenses of collection including the prioremont. In the event of a deinquency, 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 imade, together with all expenses of collection including by the Fund(s), including, but not limited to, attorneys' (see 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 definitent 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 blied by the Heatin 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 inst fails to the trustey 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 digation is required to exher 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).

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 definations contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitation is 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 of 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 cor trol.

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

Lillian Lane Employer Name Redacted by U.S. Department	Redacted by U.S. Department
	Printed Name and Title
7.30-09	Date
4243 E12 Th Earluille ITH. 40518	RECEIVED
Complete Address of Employer	AUG 1 1 2009
(85),228 7105 (845),246 7167 Telephone Number Fax Number 36 - 41 (20064	CONTRACT DEPARTMENT
Federal Employer Identification Number	
If the Employer is signatory to a National or Group Contract, in	dicate the name of such Contract:
Articles of Construction Agreement between AG	C and 101500 nference of Teamsters

ts the Employer an itinerant construction company working on a project or on a suasonal basis. Yes XX___ No ____

Fa	PARTICIPATION AGREEMENT	
	CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND/HEALTH AND WELFARE FUND	
	9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938	
	PHONĚ: (847) 518-9800	
	ACCOUNT NUMBER: 4761900-0109-00050A	

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): <u>Truck Drivers, Lift Truck Drivers, Warehouse Employees and Yard Men</u>

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:	May 1, 2015	Rate:	\$217.20
Effective Date:	May 1, 2016	Rate:	\$225.90
	May 1, 2017	Rate:	\$234.90
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:	

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 or do not or biggated to contribute to 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 Heatth 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.

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 Kepith 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 employeed 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 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 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.

-2-

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.

Liese Lumber Company	Local Union No. 50
Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Fratec Name and Two	Printed Name and Tille
7-6-15	7-6-15
Date	Date
319 East Main Street	_
Belleville, Illinois 62220	
Complete Address of Employer	-
618-234-0105 618-234-2959	
Telephone Number Fax Number	-
Federal Employer Identification Number	-
If the Employer is signatory to a National or Group Contract, in NO	ndicate the name of such Contract:
Is the Employer an itinerant construction company working or	a project or on a seasonal basis? Yes No X

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RECEIVED

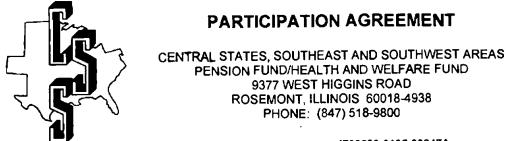
JUL 0 6 2015

CONTRACT DEPARTMENT

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-3-



ACCOUNT NUMBER: 4783500-0105-00247A

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.

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

Effective Date:	10/5/11	Rate:	\$101.40 weekly
Effective Date:	10/5/12	Rate:	\$107.50 weekly
Effective Date:	10/5/13	Rate:	\$111.80 weekly
Effective Date:	10/5/14	Rate:	\$116.80 weekly
Effective Date:		Rate:	· · · · · · · · · · · · · · · · · · ·

3. 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:	<u></u>	Rate:	
Effective Date:		Rate:	
Effective Date:	<u></u>	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.

-2-37.11.505 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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C. J. Link Lumber Compa	ny	247Local Union No.
Cueleuse Nome		Redacted by U.S. Department
Redacted by U.S. Dep	partment	of the Treasury
of the Treasury		
Printed Name and Title		Printed Name and Title
2-11-13		2-1-13
Date		Date
11711 E. 8 Mile, P. O. Box	. 108 5	·
Warren, MI 48090		
Complete Address of Emp	ployer	Received
(586) 773-1200	(586) 773-9611	
Telephone Number	Fax Number	FEB 1 5 2013
		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:
a the Employer is signato		

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes _____ No _____

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-3-37.11.506

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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 CHAN OTER I AUFTRES INCO GEGNIGE JEGRY YOUNIZER GEGRYE J. MEST BY OLIVEERS WILLIAMEY FILLIP E YOL 10

EMPLOTEN TRANSFEES IDWARD MEDDISALL ARTHUR HI RONTE, JA IGAN LI VENTURA GARY F CALDWELL DIRESTOPHER J. LANDAN

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 Velfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s); <u>Equipment Operators</u> and any other job classification covered by the collective targeting 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 amondments subsequently adopted as well as all rules and regulations presently in affect 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 retes:

Effective Date: <u>4/01/2012</u>	Rate:a_a
Effective Date: 4/01/2013_	Rato: <u>\$27,70 a_day</u>
Effective Date: 4/01/2014	Raio: _\$29.40 a day
Elfociiva Date:	Rule:
Elféctive Date:	Rale:

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

MICHIGAN CONFERENCE OF TEAMSTERS Health and Welfare

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 of stabilishing contribution rates during the periods when a new collective bargaining agreement is being integritation. In the absence of an interim agreement, the contribution rate required to be paid after termination of this Agreement, shall be incorporated into the termination of this Agreement is being integritation and provide the application of a collective bargaining agreement and such rate collective bargaining agreement and provide the execution of a new collective bargaining agreement of the termination of this Agreement, shall be the tables 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 problemed rate for the applicable bargain to reduce benefit levels if the contribution rate is or becomes loss than the then problemed rate for the applicable bargain to reduce benefit levels if the contribution rate is or becomes loss than the then problemed rate for the applicable bargain terms.

5. This Agreement and the ubligation to pay contributions to the Fund(s) will continue after the termination of a collective bargalining 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 untit. a) the Trustees decide to terminate the participation of the Employer is no longer obligated by a contract or statule to contribute to the Employer and provide written notice of their decision to the Employer solid and the Employer and provide written notice of their decision to the Employer solid at the Employer obligated by a contract or statule to contribute to the Fund(s) and the Fund(s) nave received a written notice directed to the Fund(s) Contracts Department at the address specified above sent by certified mall with retorn receipt requested which describes the reason why the Employer is no longer obligated to contribute or c1 the date the NLRB certifies like result of an election that terminates the Union's representative status to all the Fund and the termination reterred to in a) or b) relates to only one Fund, then this Agreement shall be remain in effect with respect to the other Fund, the time this Agreement shall remain in effect with respect to the other fund. In the event is no Respective to the remainder of the bargalining unit. This Agreement shall remain in effect with respect to the other fund. In the event is no Respective to the remainder of the bargalining unit.

6. When a new collective hargameng agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the onlife agreement or modification to the Fund(s) Contracts Department by certified maß (retorn 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 requeed 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 not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall not be binding on the Trustees and this Agreement and the written agreement that purports to retoactively eleminate or reduce time Employer's stationy or contractual doty to contract to the Fund(s) is an agreement that purports to prospectively reduce the co-tribution rate bayable to the Pension Fund or c) an agreement that purports to prospectively a minute the duly to contract to the Pension Fund.

7. For Putposes of this Agreement, the term "Covered Employee" shall nee an any full time or part-lime employee covered by a collective bargaining agreement requiring con libitions to the Fund(s) and includes casual employees it.e. short term employees who work for uncertain or megular duration) except a casual employee shall not be a Covered Employee with respect to the fleath and We fare Fund if the collective bargaining agreement explicitly excludes casual employees from be the part of the treath and We fare Fund if the collective bargaining agreement explicitly excludes casual employees from be the part of the treath and We fare Fund if the collective bargaining agreement explicitly excludes casual employees from be the part of the treath and We fare Fund in the collective bargaining agreement explicitly excludes casual employees from be the part of the part of the principal purpose of obtaining benefits from the Fund(s).

B. The Employed agreeds to remit contributions on behalf of each Covered Employee for any period hershelf receives, or is united to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holidey pay, disability or illness pay, tayoff severation pay, vecation pay or the payment of weges which are the result of any Netional Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement, if the collective bargaming agreement, contributions shall be due on newly hind Covered Employees for a specified walking period, no contributions shall be due until the Covered Employee to the streetled walking period. If required by the applicable collective bargaming agreement, contributions shall also be made to the Fund(±) on behalf of any Covered Employee who is not working duo to illness or itjury even if the Covered Employee who is not entitled to compensation. The Employee shall pay any contributions that would have otherwise been pind on any Covered Finployee who is a re-employed service member or former service member but for his or her absence during a period in informed Service as (either all 32 C.E.R.§104.3.

9. On or beline the 15th day of each monin, 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 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, attornays: free and costs and b) at the full of the fund(s), including, but not limited to, attornays: free and costs and b) at the full 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 (Stinday Brough Saturday) shall be due on the following build Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions of a clear and weat accure after the Employer fails to report changes in the covered workforce on time, the Employer fails to report billion of the accurate workforce on time, the Employer fails to report billion of the covered workforce on time, the Employer fails to report changes in the covered workforce on time, the Employer fails to report the payment of contributions, leaves of absence, levels or other changes in the workforce. The Employer fails to report the workforce, the actual terminations, leaves of absence, levels or other changes in the workforce.

10. The Employer shall provide the Trusteas with access in its payfoll records and other pertinent records when requirated by the Fund(s). If ittigetion is required to either obtain access to the Employer's records or to collect additional birlings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be peid 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 bargeining egreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rule (including Special Bulletin 90-?), and agrees that while — is 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 designent contributions or to conduct audis, the I incis ten year written contract statute of Emitations shall apply. The Employer agrees that the statute of limitations shall not begin to accord with respect to any unnaid contributions until cost time as the Fund(s) forceive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be moduled on terminated without the written consent of the Fund(s). To the extent them exists any conflict between any provisions of the collective bargaining agreement 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 his instrument to be executed by their duty authorized reprosentatives, the day and year first above written.

Redacted by U.S. Department of the Treasury			
<u>5-2/-</u> Date	2012		
RECEIVED	RECEIVED		
MAY 2 9 2012	MAY 1 1 2012		
CONTRACT DEPARTMENT	CONTRACT DEPARTMENT		
	Redacted by of the Treasure 5-21- Date RECEIVED MAY 2 9 2012 CONTRACT		

Is the Employer an illnerant construction company working on a project or on a seasonal basis: Yes _____ No X

PARTICIPATION AGREEMENT



CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND-HEALTH AND WELFARE FUND 9377 WEST HIGGINS ROAD ROSEMONT, ILLINOIS 60018-4938 PHONE. (847) 518-5800 HALOWEE TRUSTEES THE INDUMES MUT VERMORE SALES A WESTER SALES A WESTER SALES A WESTER

Burg, Truch Traisers S Monardo Modourgal Arthur N, Ruffy, JU Toms Ventuma Gartes Calimbia D-Histophicr Langan

EXECUTIVE CARDOFOR THOMAS & MITHAN

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: <u>ARTICULATED DURP TRUCKS</u> and any

other job classification covered by the collective bargarning 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 <u>\$4.20</u> per werktdex/hour (choose one) (the "Contribution Penod") for each Covered Employee at the following rates:

	Effective Date:07-01-2006	Rate:	<u>\$4.20</u>			
	Effective Date:	Ratec	\$4.50 _		· · · · · · · · · · · · · · · · · · ·	
•••••	Effective Date:	Raio:	<u> </u>		αι το χοριζαφορια από το χρηγιατικό από το προγραφικό το προ	
	Effective Date:	Rate: _		• 	ſ. · · · ·	-
	Effective Date	Rate: _	<u> </u>			

3. The Employer shall contribute to the Health and Welfare Fund per week/hour (choose one) (the "Contribution Penod") for each Covered Employee at the following rates:

Effective Date	Rate:
Effective Date:	Rate:
Effective Date:	Rake:
Effoctive Date:	Røle:
Effective Data:	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. However, the contribution rates 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 und(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 e thor 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 noligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have recorred 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 with the Employer is no longer obligated to contribute, in the event the Employer participates in both the Pension Fund and the Health and Weitare 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 is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submative 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 the Agreement and the written ogreement(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 egreement 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 nemit contributions on behalf of each Covered Employee who receives, or is pntitled to receive, compensation for ony 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, tayoff/severance pay, vacation pay or the payment of wages which and the result of any National Labor Relations Board proceeding, grievance/aroitration proceeding or other legal proceeding or stellament. If the colective 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 Sgreement, 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 who is a re-employed service member or former service member but for his or her absence curing 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, Vayoffs 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, 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 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 fails to report changes in the covered workforce on the priory of abeence, 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 pertnent records when requested by the Fund(s). If litigation 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 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 Spocial Bulleth 90-7) and agrees that while this Agreement remains in effect, it will not only info any agreement or angage 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 euclides, the illinois ten year whitten 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 Employer's liability.

14. This Agreement may not be orally modified or terminated. 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 his instrument to be executed by their duly authorized representatives, the day and year first above written.

Louburgh Inc	Redacted by U.S. Department of the Treasury
Redacted by U.S. Department of the Treasury	Printed Name and Title
<u>HMH E. Pike - Attuihavy</u> <u>Zanesville, Oh 43701</u> Complete Address of Employer <u>140 452-3668 (740-454-7225</u> Telephone Number <u>31-1153188</u>	Mille RECEIVED AUG 1 6 2007 CONTRACT DEPARTMENT
Federal Employer Number If the Employer is signatory to a National or Group Contract, indica is the Employer on Itinocant construction company working on a pr roy, 09/00	