

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

ITEM NO. 37

SECTION III

FILE 2 of 2

Group Name

Associated Building Contractors of Lafayette
Associated General Contractors of Michigan
Builders Association of Eastern Ohio and Western Pennsylvania
Building Agreement
Building Division - ICA
Building Division - ICA
Construction Labor Agreement
General Contractor Agreement
Heavy & Highway Contractors
Heavy & Highway Construction Agreement
Highway Heavy Railroad and Underground Utility Contracting
Illinois Valley Contractors Association
Indiana Uniform Office Clerical Agreement
Kankakee-Iroquois County Employers Association
Master Cement and All Dry Bulk Commodities Agreement
Master Dairy Agreement
Michiana Builders Association
Michigan Infrastructure and Transportation Association
Michigan Infrastructure and Transportation Association Aggregate Agreement
Michigan Infrastructure and Transportation Association Underground Agreement
Minneapolis Automobile Dealers Association
National Construction Agreement
National Electric Contractors Association
National Master Automobile Transporters Agreement
National Master Tank Haul Agreement
National Pipe Line Agreement
Ohio Highway-Heavy State Agreement
Ohio Valley Construction Employers Council
Residential Concrete Paving Contractors
Savannah River Remediation
Savannah River Site Salt Waste Processing Facility Project.pdf
Southern Region Construction Agreement
St Clair-Madison Counties Automotive Dealers
St Louis Auto Dealers Association
St Louis Plumbing Supply Industry
St Louis Plumbing Supply Industry
St Louis Ready Mix Companies
Trade Show Agreement
TVA Project Maintenance and Modification Agreement
Uniform Indiana Automotive Maintenance Agreement
West Virginia Highway Heavy Agreement
Western New York Region AGC of America
Wisconsin Underground Contractors Association

Local Union

Teamsters Local Union No. 135
Various Teamster Local Unions
Teamsters Local Union No. 377
Teamsters Local Union No. 236
Teamsters Local Union No. 135
Teamsters Local Union No. 215
Teamsters Local Union No. 519
Teamsters Local Union No. 89
Teamsters Joint Council No. 94
Teamsters Joint Council No. 39
Teamsters Joint Council No. 69
Various Teamster Local Unions
Teamsters Joint Council No. 69
Teamsters Local Union No. 179
Various Teamster Local Unions
Various Teamster Local Unions
Teamsters Local Union No. 364
Teamsters Joint Council No. 43
Various Teamster Local Unions
Various Teamster Local Unions
Teamsters Local Union No. 974
Various Teamster Local Unions
Various Teamster Local Unions
Various Teamster Local Unions
Various Teamster Local Unions
Various Teamster Local Unions
Ohio Conference of Teamsters
Teamsters Local Union No. 92
Teamsters Local Union No. 682
Various Teamster Local Unions
Various Teamster Local Unions
Various Teamster Local Unions
Teamsters Local Union No. 50
Teamsters Local Union No. 618
Teamsters Local Union No. 682
Teamsters Local Union No. 688
Teamsters Local Union No. 682
Teamsters Local Union No. 727
Various Teamster Local Unions
Teamsters Joint Council No. 69
Various Teamster Local Unions
Teamsters Local Union No. 449
Teamsters Local Union No. 200

CONTRACT BY AND BETWEEN

TEAMSTERS LOCAL UNION NO. 135
2529 SCHUYLER AVE, STE. 300
LAFAYETTE, IN. 47905-3972

AND

THE TRADE DIVISION OF
THE ASSOCIATED BUILDING CONTRACTORS OF LAFAYETTE
AND SURROUNDING AREAS, INC.

FOR THE PERIOD OF

FEBRUARY 24, 2012

TO

MAY 31, 2017

MUSSCHE EXCAVATING

RECEIVED

AUG 29 2012

**CONTRACT
DEPARTMENT**

JOINT AGREEMENT BY AND BETWEEN
THE TRADE DIVISION OF THE
ASSOCIATED BUILDING CONTRACTORS OF LAFAYETTE AND SURROUNDING
AREAS, INC.
AND
TEAMSTERS LOCAL UNION NO. 135
Affiliated with the IBT

THIS AGREEMENT, made this 1st day of June 2007, by and between the Trade Division of the Associated Building Contractors of Lafayette and Surrounding Areas, Inc., acting solely as negotiating agent for its individual present active members, a list of which is attached hereto and made a part hereof, and future active members whose names will be added to the list attached hereto at the time they acquire membership, hereinafter known as "EMPLOYER" or "COMPANY", part of the first part, and Teamsters Local Union No. 135, hereinafter known as "UNION", party of the second part.

ALSO, any individual Employer signing this Agreement while he may or may not be a member of the Associated Building Contractors of Lafayette, Inc. shall be considered and known as EMPLOYER, party of the first part, for purposes of this Agreement.

It is agreed and understood that the Associated Building Contractors of Lafayette, Inc shall in no event be bound as principal or be held liable as negotiating agent or as principal in any manner for any breach of this contract by any of the parties hereto.

ARTICLE 1 – UNION RECOGNITION

Section 1. (a) The Company agrees to recognize and does hereby recognize the Union, its agents, representatives, or successors, as the exclusive representative and collective bargaining agency for all of the employees of the Company as hereinafter defined.

(b) It is understood that the Union has the right to sign all contracts and any grievance on behalf of the membership.

Section 2. The term "employee" as used in this Agreement shall include all employees as classified herein. Where used in this Agreement, the masculine shall include the neuter and feminine genders as the context may require.

ARTICLE 2 – UNION SECURITY

Section 1. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Company in the unit which is the subject of this Agreement, shall become members of the Union not later than the seventh (7th) day following the beginning of their employment or the execution of this Agreement, whichever is later. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Company by the Union to such effect, obligate the Employer to discharge such person.

has given seventy-two (72) hours notice in writing to the Employer of such delinquency in Health Insurance payments, the Local Union or the Trustees shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting there from, including any lost wages.

ARTICLE 14 – PENSION PLAN

The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the amount as set forth in Article 5, per week, for each employee covered by this Agreement who has been on the payroll seven (7) days or more. There shall be no other pension fund under this contract for operations under the Southeast and Southwest Areas contracts to which the Employers who are party to this contract are also parties. Payments are to be made by the fifteenth (15th) day of the following month.

The Employer agrees to be bound by the Agreement and Declaration of Trust, entered into and dated March 16, 1955, establishing the Central States Southeast and Southwest Areas Pension Fund and by any amendments to said Trust Agreements by it Trustees or their successors.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the employee shall pay to the appropriate fund, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. Pension contributions shall be paid by the Employer while the employee is on vacation. Contributions to the Pension Fund must be made for each week on each regular or extra employee, except combination men working under the Laborers' Agreement, even though such employee may work only part time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other Health Insurance Fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by this provisions of this paragraph.

Notwithstanding anything herein contained elsewhere in this Agreement, it is agreed that in the event the Employer is delinquent at the end of a period in the payment of his contribution to the Pension Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such Fund, after the proper official of the Local Union has given seventy-two (72) hours notice in writing to the Employer of such delinquency in Pension payments, the Local Union or the Trustees shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting there from, including any lost wages.

2013 – 2018

TEAMSTERS AGREEMENT

Entered into between

The AGC of Michigan



and

**Teamsters Local Unions
Nos. 247, 337 and 614**

affiliates of the

**International Brotherhood
of Teamsters**

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OCT 28 2013

CONTRACT
DEPARTMENT

Article I. TRUCK DRIVERS' AGREEMENT

A five (5) year agreement beginning March 26, 2013 and expiring through and including March 31, 2018 having these terms and conditions.

1. THIS AGREEMENT between AGC of MICHIGAN, hereinafter called the "Association," representing its members who are hereinafter referred to as the "Employer" or "Employers" and Teamsters Local Union No. 247, Local Union No. 337, and Local Union No. 614, affiliates of the International Brotherhood of Teamsters, hereinafter referred to as the "Union" shall remain in full force and effect until March 31, 2018, and thereafter from year to year unless changed in accordance with Article XXVII of this Agreement.

2. FURTHER, this Agreement between the Employer and the Union shall be in effect and applicable to the Counties of WAYNE, OAKLAND, MACOMB, WASHTENAW, MONROE, ST. CLAIR, SANILAC, HURON and TUSCOLA, in the STATE OF MICHIGAN, for its duration.

3. It is understood that the AGC of MICHIGAN is acting only as an agent in the negotiation of this Agreement, and that it is agent only for those Employers-individuals, partnerships and corporations-who have authorized it so to act, and in no event shall it be bound as principal or be held liable in any manner for any breach of this Agreement by any of the Employers for whom it is acting or any employee of such Employers. It is further agreed and understood that the liabilities of the Employers who have authorized the negotiation and execution of this Agreement shall be several and not joint.

4. The Employer recognizes the Union as the sole and exclusive collective bargaining agent for its members performing the work within the classifications contained in this Agreement in the geographical area coming within the jurisdiction of the Union; and the Union recognizes the Association as the sole and exclusive collective bargaining agent for its members for the purpose of collective bargaining in the geographical area coming within the jurisdiction of the Union.

Article II. EMPLOYMENT

1. If requested, the Union agrees to furnish competent workers upon notification to the Secretary or Business Agent of the Union. The Union shall be given equal opportunity with all sources to provide suitable applicants. The Employer retains his right of freedom of selection of employees from among all applicants, regardless of source.

2. The Employer agrees that in the employment of workers to perform the various classifications of labor required in the work under this Agreement, he will not discriminate against applicants because of membership or non-membership in the Union. Each employee shall, as a condition of employment, become and remain a member of the Union for the term of his employment on and after the seventh (7th) calendar day after his employment by an Employer in the geographical area covered by this Agreement. The seven (7) day period within which an employee agrees to join the Union shall be computed from the first day such employee enters the employment of any member of the Association.

3. In the event the National Labor Relations Act is amended, while this contract is in force, so that an employee may lawfully be required to become a member of a Union as a condition of employment in less than seven (7) days, then such shorter period of time shall immediately become operative under this Agreement, notwithstanding the provisions of Paragraph 2. above.

4. The Employer shall not be obligated hereunder to discharge or discriminate against any employee for non-membership in the Union:

EFFECTIVE THE FIRST FULL PAY PERIOD ON OR AFTER:

| <u>Effective Date</u> | <u>Total Weekly Contribution</u> | <u>Employer Portion</u> | <u>Employee Weekly Co-pay</u> |
|------------------------------|---|------------------------------------|--|
| 3/31/13 | \$367.65 | \$347.65 | \$20.00 |
| 3/30/14 | \$405.05 | \$385.05 | \$20.00 |
| 3/29/15 | \$429.45 | \$404.45 | \$25.00 |
| 4/3/16 | \$448.45 | \$418.45 | \$30.00 |
| 4/1/17 | *MOB | \$438.45 | \$35.00** |

*MOB - Maintenance of Benefits.

**Should total weekly contribution amount exceed \$473.45 per week, said additional amount will be added to the employee's weekly co-pay amount.

(b) Employees may opt-out of their MCTWF healthcare coverage, which requires employees to provide proof of coverage to the Employer and MCTWF of spouses insurance. The employee once approved by MCTWF to opt-out will be compensated weekly by the Employer fifty percent (50%) of the weekly contribution amount.

(c) The Employer agrees to abide by the terms and conditions as set forth in the Michigan Conference of Teamsters Welfare Fund's (MCTWF) Participation Agreement.

(d) All payments to the MCTWF must be made by the fifteenth (15th) day of the month (five [5] days following the due date) to the J.P. Morgan Chase Bank N.A., which bank has been made depository for the Michigan Conference of Teamsters Welfare Fund.

2. Pension.

(a) The Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund (CSPF) the following contributions for each day worked on behalf of each employee covered by this Agreement:

EFFECTIVE THE FIRST FULL PAY PERIOD ON OR AFTER:

| <u>Effective Date</u> | <u>Daily Contribution</u> |
|------------------------------|----------------------------------|
| 4/1/13 | \$53.00 |
| 6/1/13 | \$55.10 |
| 6/1/14 | \$57.30 |
| 6/1/15 | \$59.60 |
| 6/1/16 | \$62.00 |
| 6/1/17 | \$64.50 |

(b) The aforementioned CSPF contribution increases are the Employer's total hourly increase in cost for providing the pension benefits during the term of this Agreement.

Should the monetary contribution amounts of a Pension Rehabilitation Plan or Default Plan adopted by the CSPF Trustees require an increase in the contribution rate in excess of the amounts indicated above, the increase will be deducted from the employee's base wage which will be adjusted accordingly. No surcharge will be imposed on the Employer as a result of this Agreement.

(c) All contributions owed to the CSPF must be paid, on or before the fifteenth (15th) day of each month for the prior month, to the bank of deposit.

(d) The parties recognize that the pension benefit that will be provided to employees by Central States Southeast and Southwest Areas Pension Fund effective June 1, 2013 requires a minimum five (5) year commitment at rates that cannot be less than the rates specified herein. The Employer agrees that its commitment to pay the above rates through March 31, 2018 is irrevocable and unconditional and will survive the termination or modification of this Agreement at any time prior to March 31, 2018. If rates should increase above the amount specified through March 31, 2018, the funds needed to meet the rate increases will be obtained by reallocating money from the hourly wage.

(e) The Employer agrees to abide by the terms and conditions of the CSPF's Participation Agreement.

3. Contributions to the MCTWF and to the CSPF must be made for each week on each employee, even though such employee may work only part time under the provisions of this contract, including paid vacations and weeks where work is performed for the Employer, but not under provisions of this contract, and although contributions may be made for these weeks into some other MCTWF and/or CSPF. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this Paragraph.

4. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the MCTWF and CSPF for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than thirty-six (36) weeks.

5. No leave of absence shall be granted by an Employer, unless an employee shall submit in writing a request for such leave and an authorization to deduct from his last wages sufficient monies to pay the required contributions into the MCTWF and CSPF during the period of absence.

6. In those instances where the Employer is involved in an "owner-operator" arrangement, there shall be no deduction from equipment rental of owner-operator by virtue of the contributions made to the MCTWF and the CSPF, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

7. Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of his contribution to the MCTWF and/or CSPF, in accordance with the rules and regulations of the Trustees of such Funds, and after the proper official of the Local Union shall have given seventy-two (72) hours' notice to the Employer of such delinquency in the Health and Welfare and Pension Fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that the Employer shall be responsible to the employees for losses of health and welfare and pension benefits resulting from the Employer's delinquency.

8. It is agreed that the Welfare Fund and Pension Fund will be separately administered, each jointly by Employers and Union in compliance with all applicable laws and regulations, both State and Federal, and that Employers executing this Agreement may, if they so desire, appoint a representative to be made a member of such existing joint trusteeship presently administering the Fund.

9. By execution of this Agreement, the Employer authorizes the Employers' Associations, who are signatories to similar collective bargaining agreements signed with Teamsters' Unions, to enter into appropriate trust agreements necessary for the administration of such funds, and to designate the Employer Trustees under such trust agreements, hereby waiving all notice hereof and ratifying all actions taken or to be taken by such Trustees within the scope of their authority.

Article XIII. FUNERAL LEAVE

1. When a death occurs in the employee's immediate family, as defined below, he shall be entitled to receive up to three (3) days off work without loss of pay to attend the funeral. He shall be entitled to take off work without loss of pay the day before the funeral, the day of the funeral and the day following the funeral. If any of the three listed days falls on a Saturday or Sunday or holiday, no payment will be made for those days.

2. The employee's immediate family shall be the employee's spouse and the following relations of the employee or his spouse:

- (a) Children, including step-children, adopted children and foster children.
- (b) Brothers and sisters, including half-brothers and half-sisters, adopted brothers and sisters and foster brothers and sisters.
- (c) Father and mother or any person standing in loco parentis is to the employee or his spouse.

Article XIV. EXTRA-CONTRACT AGREEMENTS

1. The Employer agrees not to enter into any agreement or contract with his employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

2. Any wages, hours and working conditions, agreed to by the Union with any employer(s) with respect to work which is the same as covered under this Agreement, which are more favorable to such employer(s) than the wages, hours and working conditions provided in this Agreement, shall be automatically extended to Association members.

3. This Agreement shall be binding upon the parties hereto, their successors, administrators and executors.

Article XV. SENIORITY

1. An employee shall acquire seniority for all purposes established in this Agreement on the thirty-first (31st) day of employment, provided he has worked eighty (80) hours during his first thirty (30) days of employment. If the employee has not worked eighty (80) hours during such thirty (30) day period, he shall acquire seniority on the date he completes eighty (80) hours of work for the employer within any 365 calendar day period.

2. When an employee acquires seniority, his name shall be placed on the seniority list. The seniority date for an employee who has worked eighty (80) hours during his first ninety (90) days of employment shall be the date he commenced work. The seniority date for employees who acquire seniority by working eighty (80) hours beyond their first ninety (90) days, shall be the date on which the eightieth (80th) hour is worked.

TEAMSTERS LOCAL NO. 377

July 1, 2013 - May 31, 2016

Agreement by and between
The Builders Association of Eastern Ohio
and Western Pennsylvania

and

The Chauffeurs, Teamsters,
Warehousemen and Helpers,
Local Union No. 377 of
Youngstown, Ohio
Affiliated with
The International Brotherhood
of
Teamsters, Chauffeurs, Warehousemen
and Helpers of America



AGREEMENT

THIS AGREEMENT made and entered into by and between the BUILDERS ASSOCIATION OF EASTERN OHIO AND WESTERN PENNSYLVANIA, all Contractors and Employers otherwise subject hereto, hereinafter referred to as the "Employer" and the CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 377, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA of Youngstown, Ohio, hereinafter referred to as "Union," for Building Construction Truck Drivers, in the counties of Mahoning and Trumbull, and Ashtabula, Ohio.

This agreement shall be binding upon each member of the Builders Association, for whom it has bargaining rights, as well as upon the Union and each member thereof, and the Union agrees to insist upon its enforcement with its members working for a contractor or employer who is not a member of the above Builders Association of Eastern Ohio and Western Pennsylvania.

Class B

| | |
|---|---------|
| Semis..... | \$24.50 |
| Semi-Water Wagon..... | \$24.50 |
| Mixer Truck | \$24.50 |
| Fuel Truck..... | \$24.50 |
| Distributor Truck | \$24.50 |
| Carry-Alls | \$24.50 |
| Euclid Wagon..... | \$24.50 |
| D.W. 10 Caterpillar (or equivalent) | \$24.50 |
| Tractor Trailer (Low Boy) | \$24.50 |
| Tri-Axle..... | \$24.50 |

In addition, the following fringe benefit schedule will be in effect:

| | |
|---|-----------------|
| | 7/1/2013 |
| Health & Welfare..... | \$6.81 |
| Pension (<i>effective June 1, 2013</i>) | \$6.20 |
| C.A.P..... | \$0.14 |
| United Appeal | \$0.01 |
| Apprenticeship | \$0.10 |

Minus Building Trades Dues (deducted from pay)..... \$0.01

Minus Union Dues per month (deducted from pay) \$60.00

Minus Assessment per month (deducted from pay)..... \$1.00

Minus (Refer to Article 20)

ARTICLE 14

PENSION

Effective June 1, 2013 the employer agrees to contribute six dollars and twenty cents (\$6.20) per hour for each hour worked by each driver employed.

The foregoing contribution rates are intended to represent the Employers total hourly cost for providing pension benefits during the term of this agreement. If any Pension Plan requires any contributions that are in excess of these amounts, or if a Pension Plan fails to meet the minimum contribution requirements established by law resulting in the imposition of an excise tax or a surcharge, the hourly wage shall be immediately reduced by an equivalent amount.

The Employer shall forward pension payments to the Central States, Southeast and Southwest Areas Pension Fund, 29 East Madison Street, Room 401, Chicago, IL 60602.

ARTICLE 15

DUES DEDUCTION

Section 1. During the life of this Agreement and, in accordance with the provision of Section 302-C of the Labor-Management Relations Act of 1947 and with the terms of a form of authorization for check-off of dues and initiation of fees agreed to by the parties hereto, the employer agrees to deduct union membership dues at the rate of sixty dollars (\$60.00) per month plus a one dollar (\$1.00) per month assessment levied in accordance with the constitution and by-laws of the "Union" from the pay of each employee who signs the authorization card.

Section 2. Check-off deductions shall begin with the month following the month that the companies receive the

BUILDING AGREEMENT

MAY 1, 2012 - APRIL 30, 2017

BETWEEN

LOCAL GENERAL CONTRACTORS

AND

TEAMSTERS LOCAL 236

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS/AFL-CIO

RECEIVED

MAY 15 2012

**CONTRACT
DEPARTMENT**

BUILDING CONSTRUCTION AGREEMENT

THIS AGREEMENT entered into between GENERAL CONTRACTORS and OTHER CONTRACTORS, as bargaining representatives for those of its members who are signatory hereto, which signatory members are hereinafter referred to as the EMPLOYER, and LOCAL UNION NO. 236, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS/AMERICA, hereinafter referred to as the UNION.

SCOPE OF AGREEMENT

This Agreement shall apply to all employees of the Employer in the jurisdiction of the Local and represented by Local Union No. 236, all hereinafter referred to as employees for transporting of men, materials and equipment on the job site, between various job sites, to and from the Employer's fab shop and parts supply houses, and to all contractors whose names are signed to this Agreement by themselves or General Contractor and other Contractors, duly authorized in writing to sign their names. All of the said contractors shall hereinafter be referred to as the Company and/or the Employer.

ARTICLE 1 EFFECTIVE DATE

This Agreement shall be in effect from May 1, 2012 to April 30, 2017, and shall be in full force from year to year thereafter unless written notice is given by either party at least sixty (60) days before expiration date.

ARTICLE 2 TERRITORY JURISDICTION

It is understood by the Employer that the Union has been granted jurisdiction by its International over the following counties;

| | | | | |
|------------|------------|-----------|----------|----------|
| Ballard | Christian | Hickman | Massac | Caldwell |
| Crittenden | Livingston | McCracken | Calloway | Fulton |
| Lyon | Todd | Carlisle | Graves | Marshall |
| Trigg | | | | |

ARTICLE 3 UNION RECOGNITION

Section 1. The Contractor recognizes the Union as the sole and exclusive collective bargaining representative of employees over whom the Union has jurisdiction subject to rights of employees prescribed in the National Labor Relations Act as amended.

Section 2. The Business Representative of the Union shall be permitted to visit the project site of the Employer at any time in the furtherance of the provisions of this Agreement.

ARTICLE 4 MEMBERSHIP MAINTENANCE

Section 1. The employee shall become a member and remain a member in good standing of the Union having jurisdiction as a condition of employment from and after the seventh (7th) day

ARTICLE 9 PENSION

Effective May 1, 2012, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund, for each hour worked for each employee covered by this Agreement who has worked in any pay period the sum dictated by the Board of Trustees as follows:

| | 5/1/12 | 5/1/13 | 5/1/14 | 5/1/15 | 5/1/16 |
|---------|--------|--------|--------|--------|--------|
| Pension | \$4.10 | \$4.30 | \$4.50 | \$4.70 | \$4.90 |

This fund shall be in the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this contract for operations under this contract or for operations under the Southeast and Southwest Areas contracts to which Employers who are a party to this contract are also parties.

The execution of this Agreement, the Employer authorizes the Employer's Association, which are parties hereto, to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is granted a leave of absence, the Employer shall collect from said employee prior to the leave of absence being effective, sufficient monies to pay the required contributions in to the Pension Fund during the period of absence.

Contributions to the Pension Fund must be made for each pay period on each regular or extra employee, even though such employee may work only part-time under the provisions of this contract, including pay periods where work is performed for the Employers, but not under the provisions of the contract, and although contributions may be made for those pay periods into some other pension fund. Employees who work either temporarily or in cases of emergencies under the terms of this contract shall not be covered by the provisions of this paragraph. Any persons employed by the contractor for thirty (30) calendar days in the past ninety (90) calendar days would be considered a permanent employee. Any employee working less than thirty (30) calendar days in the past ninety (90) calendar days would be considered a casual employee.

Should the Employer schedule a work week of four (4) ten (10) hour days, the payments shall be increased to reflect the same ratio of contributions on such employees.

The Employer further agrees to fill out and send in the necessary reports each month even though no members were paid on for that month. Any Employer delinquent in payments of their report shall be given a seventy-two (72) hour notice of such delinquency. If action on the part of the company to correct such delinquency is not made in said seventy-two (72) hours, the Union shall be given the right to exert all lawful or economic recourse.

ARTICLE 10 WORK DAY, OVERTIME AND SHIFT

SECTION 1. Eight (8) hours of work performed between 7:00 a.m. and 5:30 p.m. shall constitute a day's work, unless the job is on a four (4) day, ten (10) hour schedule. All work in excess of eight (8) hours per day and on Saturdays, except a four (4) day schedule, shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay. Work performed on Sunday and recognized holidays shall be double time. When the Employer uses a four (4) day, ten (10) hour scheduled work week, Friday is a make-up day at straight time.

ORIGINAL

AGREEMENT

BETWEEN

BUILDING CONSTRUCTION COMPANIES

AND

CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN
AND HELPERS LOCAL UNION NO. 135

FOR THE PERIOD

APRIL 1, 2013 THROUGH MARCH 31, 2016

RECEIVED

SEP 12 2013

**CONTRACT
DEPARTMENT**

PREAMBLE

The Signators, hereinafter referred to as the Association, Employer, or Company and Chauffeurs, Teamsters, Warehousemen, and Helpers, Local Union No. 135, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the terms and provisions of this Agreement.

ARTICLE 1 RECOGNITION

1.1 The Association and/or any individual Employer signatory to this Agreement agrees to recognize Teamsters Local Union No. 135 and/or its successors in any capacity whatsoever, as the sole and exclusive collective bargaining representative for and on behalf of all employees working in the job classification covered by this Agreement.

1.2 The Local Union agrees to recognize the Association as the sole and exclusive multi-Employer collective bargaining representative for its active members who have authorized said Association to bargain with Teamsters Local Union No. 135 for all work covered by this Agreement.

1.3 So there will be no misunderstanding in the coverage and administration of this Agreement, any person who draws wages from an Employer for work covered by this Agreement, or any owner/driver operating or driving his own vehicle, and/or the driver operating such vehicle hauling directly for or leased directly to the Employer shall be bound by this Agreement.

1.4 This Agreement covers all building construction work within the Indiana jurisdiction of Teamsters Local Union No. 135 including:

a. The hauling of construction material, men and tools to and from and on the job site, including all sub-contractors, trucking companies, who contract with the Employer and all Owner-Operators and/or Fleet Owners who contract with, lease or rent to the Employer for the hauling of such materials, men and tools.

**ARTICLE 23
PRE-JOB CONFERENCE**

23.1 There shall be a pre-job conference between the Contractor and the Business Representative of the Local Union in whose territory the work is to be performed. Questions concerning the application of this Agreement shall be resolved at this meeting. It is the responsibility of the Contractor to notify the Union prior to work commencing.

23.2 If a Contractor evades a Pre-Job Conference, he automatically forfeits his right to the grievance procedure.

23.3 The Employer subletting any portion of a job shall notify the Union and have a Pre-Job Conference at which Pre-Job Conference all Employers shall affirm that all sub-contractors shall observe hours and conditions of employment of at least a minimum established by this Agreement. If an Employer refuses to meet for a Pre-Job conference on sub-contracting, he shall forfeit all of his rights to the grievance procedure, the Union shall have the right to strike, the provision of the no-strike clause herein notwithstanding.

**ARTICLE 24
PENSION**

24.1 Effective April 1, 2013 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Twenty-Seven Dollars and Seventy cents (\$27.70) per day for each employee covered by this Agreement who reports to work. Contributions will be made for each day that the employee receives compensation up to a maximum of five (5) days per week.

24.2 Effective April 1, 2014 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Twenty-Nine Dollars and Forty cents (\$29.40) per day for each employee covered by this Agreement who reports to work. Contributions will be made for each day that the employee receives compensation up to a maximum of five (5) days per week.

24.3 Effective April 1, 2015 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Thirty-One Dollars and Twenty cents (\$31.20) per day for each employee covered by this Agreement who reports to work. Contributions will be made for each day that the employee receives compensation up to a maximum of five (5) days per week.

24.4 This Fund shall be the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other Pension Fund under this Agreement for operations under this Agreement or for operation under the Southeast and Southwest Areas Agreements to which Employers who are party to this Agreement are also parties. By the execution of this Agreement, the Employer authorizes the Employers' Association which are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

24.5 If an employee is injured on the job, the Employer shall continue to pay the required contributions during the time the employee would have normally worked had he not been injured; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. There shall be no deduction from equipment rental of Owner-Divers by virtue of the contributions made to the Pension Fund regardless of whether the equipment rental is at the minimum rate or for more and regardless of the manner of computation of Owner-Driver compensation.

24.6 Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contributions to the Pension Fund, in accordance with the Rules and Regulations of the Trustees of such Funds, the Local Union or the Joint Council 69 and/or Central Conference of Teamsters, after the proper official of the Local Union shall have given

seventy-two (72) hours notice to the Employer of such delinquency in Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom. Employers who are delinquent must also pay all attorney fees and cost of collections.

24.7 Upon the permanent termination of any employee for any reason, the Employer shall give the employee a statement signed by an official of the Employer on a form furnished by the Union showing From/To dates of employment and type of work performed and approximate hours worked. If information is not available at time of termination, it shall be forwarded to the Local Union within ten (10) days of termination.

24.8 If, during the life of this agreement, the Employer is required by law or by the Trustees of the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND to increase the pension contribution payment amount provided for in this Article 24, such increase shall be offset by reduction of an equivalent amount from the wages component of the total hourly rate, as provided for in ARTICLE 28 WAGES throughout the life of this agreement.

Weekly and daily contributions will be divided by 40 hours per week, or 8 hours per day to calculate an equivalent hourly wage rate.

ARTICLE 25 WORKING LEADMAN, UTILITY MAN AND/OR DISPATCHERS

25.1 In the event the Employer desires to use a dispatcher, he shall come within this Bargaining Unit at the top wage scale classification working on the job.

25.2 After five (5) Teamsters are employed by the Employer, a working Leadman shall be recognized and compensated at the rate of Fifty Cents (.50) per hour over the top wage scale or classification working on the job (exclusive of mechanic furnishing own tools).

APR 20 2015

ORIGINAL

COLLECTIVE BARGAINING AGREEMENT

By and Between

BUILDING DIVISION - ICA, INC.

and

CHAUFFEURS, TEAMSTERS AND HELPERS

LOCAL UNION NO. 215

Evansville, Indiana

Effective

April 1, 2015

through

March 31, 2018

RECEIVED

AUG 25 2015

CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT made this first day of April, 2015, by and between **CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 215**, Evansville, Indiana, affiliated with the International Brotherhood of Teamsters, its successors or assigns, a labor organization hereinafter called the "Union" and **BUILDING DIVISION - ICA, INC.**, hereinafter called the "Association", acting as negotiating agent on behalf of the members of the Association, and their successors, in any capacity whatsoever, as well as any contractors or firms who shall hereafter become members of the Association, as well as any contractors or firms who shall hereafter become signatory to this Agreement and their successors in any capacity whatsoever, the Association, the said members, contractors and/or their successors being hereafter referred to as the "Employer."

WITNESSETH THAT: The Employer and Union, in consideration of their mutual promises, agree as follows:

ARTICLE I

Union-Employer Recognition

Section 1. The Employer agrees to recognize and does hereby recognize the Union, its agents, representatives, or successors as the exclusive representative and collective bargaining agency for all of the employees of the Employer as hereinafter defined.

Section 2. The term "employee" as used in this Agreement shall include all employees whose wage rates are described in this Agreement or any additional wage rates or classifications negotiated during the term of this Agreement.

Section 3. It is agreed and understood that the Building Division - ICA, Inc. shall in no event be bound as principal or be held liable as negotiating agent or as principal in any manner for any breach of this Contract by any of the parties hereto.

ARTICLE II

Area Limits

Section 1. This Agreement shall cover the employees employed by Employers in Evansville, Indiana; and Crawford, Dubois, Gibson, Harrison, Perry, Pike, Posey, Spencer, Vanderburgh and Warrick counties in the State of Indiana; and Crittenden, Christian, Daviess, Hancock, Henderson, Hopkins, McLean, Muhlenberg, Ohio, Union, and Webster Counties in the State of Kentucky, or any other geographical areas assigned to the Union by the International.

Section 2. This Agreement covers building construction, government defense projects and/or industrial projects, but not to include work commonly known as highway or heavy construction.

Section 5. The Employer agrees to deduct and transmit to the D.R.I.V.E. Fund three cents (\$0.03) for each hour worked from the wages of those employees who have voluntarily authorized such contributions on the forms provided for that purpose by the Union. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for which such deductions have been made, and the amount deducted for each such employee. The Teamster D.R.I.V.E. Fund agrees to indemnify and hold harmless the Employer from any and all claims, actions and/or proceedings arising out of said D.R.I.V.E. Fund.

ARTICLE XVI

General Provisions

Section 1. This Agreement covers the entire understanding between the parties hereto. No oral or written rule, regulation or understanding not incorporated herein will be of any force or effect upon any party hereto.

Section 2. JURISDICTIONAL DISPUTES: It is agreed that there shall not be any work stoppages over jurisdictional disputes with any craft or crafts employed on any project. Should jurisdictional disputes or differences arise with other parties which endanger the continuous progress of a project, which cannot be settled at the local level, the Employer shall make an assignment and work shall continue in accordance with assignment by the Employer until Representatives of the International Unions of all disputing trades meet and bring about or cause to bring about a satisfactory or mutual understanding with the Employer. Existing International Jurisdictional Agreements shall be respected by both parties.

Section 3. The "Employer" shall continue to make reasonable provisions for the safety and health of its employees during the hours of employment. Protective devices on equipment necessary to properly protect employees from injury, as now provided by law, shall be provided for by the "Employer." No employee may be required to drive or operate any equipment which is unsafe.

ARTICLE XVII

Pension Plan

Section 1. A. Effective April 1, 2015, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND for each employee covered by this Agreement the sum of Six Dollars and Twenty Cents (\$6.20) per hour on all hours for which the employee is compensated.

B. Effective April 1, 2016, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND for each employee covered by this Agreement the sum of Six Dollars and Forty Cents (\$6.40) per hour on all hours for which the employee is compensated.

C. Effective April 1, 2017, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND for each employee covered by this Agreement the sum of Six Dollars and Seventy Cents (\$6.70) per hour on all hours for which the employee is compensated.

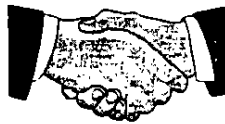
Section 2. This fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other pension fund under this contract for operations under this contract or for operations under the Southwest Areas contracts to which Employers who are party to this contract are also parties.

Section 3. By the execution of this Agreement, the Employer authorizes the Employers' Associations, which are parties hereto, to enter into appropriate Trust Agreements necessary for the administration of such fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 4. If any employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 5. Contributions to the Pension Fund must be made for each hour compensated on each regular or extra employee, even though such employee may work only part-time under the provisions of this contract, including hours where work is performed for the Employer, but not under the provisions of this contract, and although contributions may be made for those hours into some other pension fund.

Section 6. Notwithstanding anything herein contained, it is agreed that in the event the Company is delinquent at the end of the period in the payment of his contributions to the Pension Fund or Funds created under this Contract, in accordance with the rules and regulations of the Trustees of such Funds, the employees or their representatives after the proper official of the Local Union shall have given seventy-two (72) hours' notice to the Company of such delinquency in Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken the Company shall be responsible to the employees for losses resulting therefrom.



THE CONSTRUCTION LABOR AGREEMENT

Labor and Management Working Together to Build the Future

**DEPARTMENT OF ENERGY SITES
at
OAK RIDGE, TENNESSEE**

May 1, 2011

RECEIVED

MAY 17 2011

**CONTRACT
DEPARTMENT**

PREAMBLE

On this 1st day of March, 2011, B&W Y-12 LLC, the signatory Employers and their Subcontractors (all of whom are hereafter collectively referred to as the "Employer") and the signatory and/or affiliated Unions of The Knoxville Building and Construction Trades Council (all of whom are collectively referred to as the "Union") and whose names are subscribed hereto and have, through their duly authorized officers, executed this agreement for all work defined herein performed for the Department of Energy (DOE), or other client(s) (hereafter referred to as the "Owner") at Oak Ridge, Tennessee.

WHEREAS, the Employer and the Unions desire to mutually establish hours of work and working conditions for the workers on an area basis to the end that satisfactory conditions and harmonious relations will continue to exist for the benefit of both parties to this Agreement; and

WHEREAS, the Employer and the Unions agree that due to the particular nature of the work covered by this Agreement, there shall be no lockouts, strikes, picketing and/or slowdowns of any kind during the life of this Agreement; and these provisions are made to achieve this end;

IT IS THEREFORE AGREED by the undersigned Employer and Unions in consideration of the mutual promises and covenants contained herein that the Project Agreement be made as follows:

ARTICLE I

PURPOSE

Section 1. The purpose of this agreement is to promote quality of workmanship, and efficiency of operations on the Projects covered by this Agreement and provide for peaceful settlement of labor disputes without strike or lockouts, thereby promoting the public and Owner's interests in assuring the timely and economical completion of the work.

Section 2. It is also the intent of the parties to set out uniformly standard working conditions with due consideration for the protection of labor standards, wages and working conditions to efficiently prosecute said construction work and related activities, to establish and maintain harmonious relations between all parties to the Agreement, to secure optimum productivity and to eliminate strikes, lockouts or delays in the execution of the work undertaken by the Employer.

ARTICLE X

WAGE AND BENEFITS

Section 1. The hourly wage rates and fringe benefits paid employees covered by this agreement shall be the hourly wage rates and fringe benefits in effect on this date, March 1, 2011, as contained in Attachment 1.

Section 2. Future hourly wage rates and fringe benefit adjustments, effective May 1 of 2011 and for each succeeding year, will be determined by the Union/Management Administrative Committee using the average wage and fringe benefit adjustment as arrived at by the Construction Labor Research Council (CLRC) Southeast States Survey. This adjustment will be determined at least sixty (60) days prior to May 1, 2011 and each succeeding year thereafter.

Section 3. The Employer adopts and agrees to be bound by the written terms of legally established fund trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Employer authorizes the parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Employer. Nothing contained in this Section is intended to require the Employer to become a party to nor be bound by a local collective bargaining agreement except for the Employee benefit fund contributions as required herein, nor is the Employer required to become a member of any employee group or association as a condition for making such contributions.

Section 4. Industry promotion or administrative funds or other funds which do not accrue to the direct benefit of employees, covered by this Agreement, are not considered fringe benefits for purposes of this Agreement and will not be surveyed for future adjustments, and need not be paid by the Employer.

Section 5. The Employer agrees that it will, when requested by the Union, deduct from the pay of each employee, who is at the time a member of the Union, or made application to become a member of the Union, current Union working dues from the gross wages. These deductions shall be deducted upon presentation of a proper legal payroll deduction authorization signed by said employee requesting such deduction, and remitted monthly by the 15th of the following month, the aggregate amount of such deduction directly to the respective local Union.

Section 6. Fringe benefit payments shall be paid only on the basis of hours worked, not hours paid for, except where this is in violation of existing applicable trust agreements, in which case the provisions of existing applicable trust agreements will prevail.

2013 - 2016

AGREEMENT

GENERAL CONTRACTOR - VARIOUS OTHER CONTRACTIONS

AND

GENERAL DRIVERS, WAREHOUSEMEN AND HELPERS
LOCAL UNION NO. 89, I.B.T.

BUILDING AGREEMENT

RECEIVED

JUN 11 2013

CONTRACT
DEPARTMENT

TRUCK DRIVERS AGREEMENT

THIS AGREEMENT BY AND BETWEEN THE GENERAL CONTRACTOR AND VARIOUS OTHER CONTRACTORS HEREINAFTER CALL THE EMPLOYER AND

GENERAL DRIVERS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL UNION NO. 89, and the Kentucky State Conference of Teamsters and/or any Teamsters, Local Union chartered by the Teamsters International Union to represent Teamsters presently covered by this Agreement, acting for the purposes of this Agreement as the collective bargaining agency of its members, severally and collectively, hereinafter called the Union.

WITNESSETH:

For and in consideration of the mutual advantages to be derived by the parties hereto, they, and each of them do covenant and agree individually and collectively, that when members of the Union are directly employed by THE GENERAL CONTRACTOR, such employment shall be in accordance with the terms of this Contract.

ARTICLE 1

1.1: The Employer recognize the Union as the sole and exclusive bargaining agency for members of the Union.

1.2: This Contract shall not be construed as covering, requiring or limiting the employment of supervisors, superintendents, timekeepers, watchmen, or any other employees acting in the capacity of representatives of management.

1.3: The Employer agrees to conduct their respective operations covered hereunder in accordance with the relevant Union security sections of the Labor Management Relations Act of 1947.

Present employees who are members of the Union on the effective

intervals as may be determined by the Trustees of the Fund. The Employer agrees to fill out the Employer portion of the claim blanks when presented.

3.2(A) Pension Plan: During the term of this Agreement, the Employer shall contribute to the Teamsters Pension Fund to be administered by the duly selected Trustees thereof, the respective sum per hour indicated in the following table for each employee (whose name appears on the payroll that week) covered by this Agreement, who has been employed a minimum of twenty (20) work days within any ninety (90) consecutive day period for that Employer.

| <u>PERIOD</u> | <u>HOURLY PAYMENT</u> | <u>SCHEDULE B</u> |
|-------------------------|-----------------------|-------------------|
| From 6-2-13 to 5-31-14 | \$8.40 | |
| From 6-1-14 to 5-31-15 | \$8.70 | |
| From 5-31-15 to 5-31-16 | \$9.10 | |

The Employer agrees to accumulate the said hourly payments on a four-week basis, and to remit the aggregate of such accumulated payments as directed by the Trustees of the Fund, and agrees to accompany each remittance with a list enumerating the employees by name for whom the remittances are made, and further agrees to furnish the Local Union a copy of each said list. No contribution shall be made to the Pension Funds until the 21st day of employment during any 90 consecutive day period.

3.2 (B): In the event that any employer is delinquent with his remittance or weekly payments for employees covered by the Pension Plan at the end of a remittance period as established by the rules and regulations of the Trustees of the fund, the representatives shall have the right to strike or to take such other lawful action as they deem necessary until the Employer tenders the delinquent payments by mail. If the employees find it necessary to strike to enforce the payment of the aggregate of the delinquent Pension Fund payments, the Employer shall pay the striking employees for their loss of wages by reason of said strike. It is agreed that the Employer participating in the Plan does not guarantee any benefits whatsoever to any employee who may claim coverage under the Plan, and the Employer shall not be responsible for accident, mistake or error with respect to the crediting or transmission of any said hourly payments due or allegedly due. It is understood that the Board of Trustees of the Fund has arranged and managed the details of the Plan and in the event the coverage or benefits are discontinued or restricted or curtailed/ the Employer shall not be held responsible or accountable for any such restriction, change or curtailment. If the Pension Fund ceases to operate for any reason, the Employer shall not be required to continue to make any payments thereto; however, in this event the UNION and the Employer will negotiate for a new Plan requiring the same premiums. If no new Plan is adopted, the Employer shall pay the covered employees as wages, the equivalent of said payments.

3.2(C): By the execution of this Agreement, the Employer agrees to be bound by all lawful provisions of the Trust Agreement necessary for the administration of this Fund and further agrees to any lawful designation or selection of the pertinent Employer Trustee of the Trust Agreement. The Employer hereby waives notice of all such lawful actions of said Employer Trustee made within the scope of his lawful authority as otherwise limited in the Agreement.

3.2(D): There is no duty upon the part of the Employer to prepare or assert claims for benefits which may be claimed by said employees or their dependents. The only duty upon the Employer shall be the payments at the rates shown in the table in (A) above, for each employee covered, and the forwarding of the aggregate of the hourly payments at such intervals as may be determined by the Trustees of the Fund. The employer agrees to fill out the Employer portion of the claim blank when presented.

3.3: If the Employer's contribution to either the Health and Welfare Fund or the Pension Fund Plan is held to be non-deductible as a business expense for the purpose of Federal or State taxation during the term of this Agreement, the Employer may cease payment to said Fund or Funds and at such time further negotiations will take place between the parties with respect to the Health and Welfare Plan or the Pension Plan.

3.4: Temporary or emergency employees who work under this Agreement shall not be covered by the Health and Welfare Plan

AGREEMENT

ENTERED INTO BETWEEN:

THE HEAVY AND HIGHWAY CONTRACTORS, SIGNATORY HERETO:

AND

TEAMSTERS JOINT COUNCIL NO. 94

**CHARTERED BY: THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF
AMERICA, FOR AND ON BEHALF OF AFFILIATED LOCAL UNIONS,
89, 215, 236 AND 505 OR ANY LOCALS DESIGNATED BY
TEAMSTERS JOINT COUNCIL NO. 94**

EFFECTIVE DATE: MARCH 31, 2012 THRU MARCH 31, 2015

APR 24 2012

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement, made and entered into by and between the Heavy Highway Contractors, signatory hereto, hereinafter known as the Employer, party of the First Part, and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, hereinafter referred to as the Union, party of the Second Part.

PART 1

ARTICLE 1 HEAVY CONSTRUCTION

Whereas the parties desire to stabilize employment, promote harmonious relationships and provide a medium whereby the Employer and Union cooperate each with the other, and for the purpose of eliminating jurisdictional work stoppages.

NOW, THEREFORE, the Employers and the Union, Acting through their only authorized agents, agree as follows:

ARTICLE 2 MANAGEMENT RIGHTS

The Management of the Employer's work and business, and the direction of the working force, including the right to hire suspend, transfer or discharge for proper cause, and the right to relieve employees from duty because of lack of work, or other reason, is vested exclusively in the Employer, provided, however, that this shall not be exercised for the purpose of discrimination, or in any manner contrary to the provisions of this Agreement.

ARTICLE 3 PRE-JOB CONFERENCE

It is agreed and understood that on any project costing \$250,000 or more, the Employer shall notify the appropriate Teamsters Local Union in the jurisdiction of the project, when the contract is awarded. Regardless of the cost of the project, and if the Union so request,

However, in such arbitration the arbitrator's award shall be limited to either of the last proposals made by the Association or the conference in the re-negotiations.

ARTICLE 13

PAY DAY

Employees shall be paid during the regular working hours of the payday as regularly established by each Employer. When an employee is discharged, the Employer shall be required to either (1) make immediate payment to the discharged employee for the employee's services up to the time of such discharge, or (2) mail a check for full payment of such services, on the date of such discharge to the Employee's address of record, either of which will be in compliance with this Article.

Wages shall be in legal tender. The number of hours worked during the pay period must be shown in each pay stub. Accompanying each payment of wage shall be a separate statement, identifying the Employer, showing total earnings, the amount of deductions and purpose, and net earnings.

ARTICLE 19

REPORTING TIME

If the services of any employee are not required during the regular work week, he shall be notified the day before and no later than fifteen (15) minutes before the regular quitting time, by the Foreman, or whomever may be in charge. If any employee is not notified as set forth above, or if an employee is directed to report to work, and is not put to work, he will receive two (2) hours reporting time, if put to work the employee will receive four (4) hours pay plus pay for any hours worked over four (4) hours. Other than the above described four (4) minimum, the employee shall be paid only for those hours actually worked.

ARTICLE 20

FRINGE BENEFITS

A Health and Welfare and/or Pension Plan has been established and agreed to under the terms and conditions of this Agreement and are detailed in appendices to this Agreement.

On March 31, 1992 the anniversary date of this Agreement and on any subsequent anniversary date, the Employer agrees that the Unions may add to the Health and Welfare and/or Pension Plans from the wage package agreed upon and effective as of the anniversary date,

provided sixty (60) days written notice prior to the anniversary date is given by the Union to the Employer.

ARTICLE 21 OWNER-OPERATOR

An Owner-Operator is one who owns only one truck which he himself drives and is not signatory to an Agreement with the Teamsters Union.

When an Employer directly engages additional operated equipment to replace comparable working equipment in management's judgment and the Union advises the Employer with appropriate evidence that such additional operated equipment meets the definition of the Owner-Operator set out above, the Employer will within eight (8) days of such notice put the Owner-Operator on his payroll if he continues to work the project.

When an Owner-Operator has been placed on the payroll pursuant to the above provision, an Employer will thereafter, upon request of the Union within five (5) days after the close of the pay period, furnish an attested statement indicating that the Owner-Operator employee is being paid the contract rate.

ARTICLE 22 OPERATION OF EQUIPMENT

When more than one type of equipment is operated by any employee in one working day, he shall be paid for the whole day at the highest rate applicable to the equipment used that day.

ARTICLE 23 CHECK-OFF

The Employer agrees to deduct from the pay of Union members covered by this Agreement, regular and uniform monthly dues, working dues, dues assessments, and initiation fees in the amount specified by the Union provided, before any such deduction is made, each Union shall furnish to the Employer a properly signed authorization card from the employee permitting such deductions. Such deductions shall be remitted to the Union on a monthly basis by the tenth (10th) of each month following the end of the month for which deductions are made. With such remittance, the Employer shall furnish the Union the number of hours worked in the deduction period by the Employee.

The Union agrees to hold the Employers harmless from any and all suits, claims or legal proceedings, which arise as a result of

APPENDIX NO.1
TEAMSTERS WAGE RATES – HEAVY AND HIGHWAY CONSTRUCTION
ZONE 1
LOCAL 89

Wage/Benefit rates for work performed in the following KENTUCKY COUNTIES:
 Anderson, Bath, Bourbon, Bracken, Breckinridge, Bullitt, Carroll, Clark, Fayette, Fleming, Franklin, Grant, Grayson, Hardin, Harrison, Henry, Jefferson, Jessamine, Laurue, Madison, Marion, Mason, Meade, Mercer, Montgomery, Nelson, Nicholas, Oldham, Owen, Pendleton, Robertson, Scott, Shelby, Spencer, Trimble, Washington and Woodford,

Wage/Benefit rates for work performed in the following INDIANA COUNTIES:
 Clark, Floyd, Harrison, Jefferson, Scott and Washington.

| | <u>4/01/12</u> | <u>3/31/13</u> | <u>3/30/14</u> |
|----------------------|-----------------|-----------------|-----------------|
| Health & Welfare: | \$8.05 per Hour | \$8.45 per hour | \$9.13 per hour |
| For all hours worked | | | |

| | | | |
|------------------------|-----------------|-----------------|-----------------|
| Pension Contributions: | \$8.10 per Hour | \$8.40 per Hour | \$8.70 per Hour |
| For all hours worked | | | |

Health & Welfare hourly rates are not to exceed the above listed rates. If the hourly rate is determined to be less than those listed, the difference shall be added to wages.

| | | | |
|---|-------|-------|-------|
| Driver-Single Axle Dump, Flat Bed Trucks and ATV's When used to haul materials. | 19.56 | 19.56 | 19.76 |
| Drivers-Semi-Trailer or Pole Trailer when used to haul Bldg. Mths. and Equip. | 19.56 | 19.56 | 19.76 |
| Driver-Dump Truck Tandem Axle. | 19.56 | 19.56 | 19.76 |
| Driver-Emulld and other Heavy Earth moving Equip. Low Boy, Articulator Truck and 5 Axle Vehicle. | 19.66 | 19.66 | 19.86 |
| Driver-Winch Truck and A-Frame Truck when used in transporting Materials and Ross Carrier. | 19.66 | 19.66 | 19.86 |
| Driver-Fork Lift Truck when used to transport Building Materials. | 19.66 | 19.66 | 19.86 |
| Truck Mechanic. | 19.56 | 19.56 | 19.76 |
| Truck Helper and Warehousemen. | 19.27 | 19.27 | 19.47 |
| Greaser, Tire Changer and Mechanic Helper. | 19.38 | 19.38 | 19.58 |
| Forman. | 19.91 | 19.91 | 20.11 |
| General Forman. | 21.16 | 21.16 | 21.36 |
| Drivers of Distributors And Buses. | 20.26 | 20.26 | 20.46 |
| Driver on Pavement | 19.66 | 19.66 | 19.86 |
| Driver on Mixer Trucks All types. | 19.64 | 19.64 | 19.84 |

APPENDIX NO.1
TEAMSTERS WAGE RATES – HEAVY AND HIGHWAY CONSTRUCTION
ZONE 1 – A
LOCAL 89

Wage/Benefit rates for work performed in the following KENTUCKY COUNTIES:
 Allen, Barren, Butler, Edmonson, Logan, Simpson and Warren.

| | <u>4/01/12</u> | <u>3/31/13</u> | <u>3/30/14</u> |
|----------------------|-----------------|-----------------|-----------------|
| Health & Welfare: | \$8.05 per Hour | \$8.45 per hour | \$9.13 per hour |
| For all hours worked | | | |

| | | | |
|------------------------|-----------------|-----------------|-----------------|
| Pension Contributions: | \$8.10 per Hour | \$8.40 per Hour | \$8.70 per Hour |
| For all hours worked | | | |

Health & Welfare hourly rates are not to exceed the above listed rates. If the hourly rate is determined to be less than those listed, the difference shall be added to wages.

| | | | |
|---|-------|-------|-------|
| Driver-Single Axle Dump, Flat Bed Trucks and ATV's When used to haul materials. | 19.56 | 19.56 | 19.76 |
| Drivers-Single-Trailer or Pole Trailer when used to haul Bldg. Mtls. and Equip. | 19.56 | 19.56 | 19.76 |
| Driver-Dump Truck Tandem Axle. | 19.56 | 19.56 | 19.76 |
| Driver-Euclid and other Heavy Earth moving Equip. Low Boy, Articulator Truck and 5 Axle Vehicle. | 19.66 | 19.66 | 19.86 |
| Driver-Winch Truck and A-Frame Truck when used in transporting Materials and Ross Carrier. | 19.66 | 19.66 | 19.86 |
| Driver-Fork Lift Truck when used to transport Building Materials. | 19.66 | 19.66 | 19.86 |
| Truck Mechanic. | 19.56 | 19.56 | 19.76 |
| Truck Helper and Warehousemen. | 19.27 | 19.27 | 19.47 |
| Greaser, Tire Changer and Mechanic Helper. | 19.38 | 19.38 | 19.58 |
| Foreman. | 19.91 | 19.91 | 20.11 |
| General Foreman. | 21.16 | 21.16 | 21.36 |
| Drivers of Distributors And Buses. | 20.26 | 20.26 | 20.46 |
| Driver on Pavement | 19.66 | 19.66 | 19.86 |
| Driver on Mixer Trucks All types. | 19.64 | 19.64 | 19.84 |

APPENDIX NO.1
TEAMSTERS WAGE RATES – HEAVY AND HIGHWAY CONSTRUCTION
ZONE 1 – B
LOCAL 100

Wage/Benefit rates for work performed in the following KENTUCKY COUNTIES:
Boone, Campbell, Gallatin and Kenton.

| | <u>4/01/12</u> | <u>3/31/13</u> | <u>3/30/14</u> |
|----------------------|-----------------|-----------------|-----------------|
| Health & Welfare: | \$8.05 per Hour | \$8.45 per hour | \$9.13 per hour |
| For all hours worked | | | |

| | | | |
|------------------------|-----------------|-----------------|-----------------|
| Pension Contributions: | \$8.10 per Hour | \$8.40 per Hour | \$8.70 per Hour |
| For all hours worked | | | |

Health & Welfare hourly rates are not to exceed the above listed rates. If the hourly rate is determined to be less than those listed, the difference shall be added to wages.

| | | | |
|---|-------|-------|-------|
| Driver-Single Axle Dump, Flat Bed Trucks and ATVs When used to haul materials. | 19.56 | 19.56 | 19.76 |
| Drivers-Semi-Trailer or Pole Trailer when used to haul Bldg. Mfns. and Equip. | 19.56 | 19.56 | 19.76 |
| Driver-Dump Truck Tandem Axle. | 19.56 | 19.56 | 19.76 |
| Driver-Euclid and other Heavy Earth moving Equip. Low Boy, Articulator Truck and 5 Axle Vehicle. | 19.66 | 19.66 | 19.86 |
| Driver-Winch Truck and A-Frame Truck when used in transporting Materials and Ross Carrier. | 19.66 | 19.66 | 19.86 |
| Driver-Fork Lift Truck when used to transport Building Materials. | 19.66 | 19.66 | 19.86 |
| Truck Mechanic. | 19.56 | 19.56 | 19.76 |
| Truck Helper and Warehousemen. | 19.27 | 19.27 | 19.47 |
| Greaser, Tire Changer and Mechanic Helper. | 19.38 | 19.38 | 19.58 |
| Foreman. | 19.91 | 19.91 | 20.11 |
| General Foreman. | 21.16 | 21.16 | 21.36 |
| Drivers of Distributors And Buses. | 20.26 | 20.26 | 20.46 |
| Driver on Pavement | 19.66 | 19.66 | 19.86 |
| Driver on Mixer Trucks All types. | 19.64 | 19.64 | 19.84 |

APPENDIX NO.1
TEAMSTERS WAGE RATES – HEAVY AND HIGHWAY CONSTRUCTION
ZONE 2
LOCAL 236

Wage/Benefit rates for work performed in the following KENTUCKY COUNTIES:
 Ballard, Calloway, Caldwell, Carlisle, Christian, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon,
 McCracken, Marshall, Todd and Trigg.

| | | | |
|----------------------|-----------------|-----------------|-----------------|
| | <u>4/01/12</u> | <u>3/31/13</u> | <u>3/30/14</u> |
| Health & Welfare: | \$8.05 per Hour | \$8.45 per hour | \$9.13 per hour |
| For all hours worked | | | |

| | | | |
|------------------------|-----------------|-----------------|-----------------|
| Pension Contributions: | \$8.10 per Hour | \$8.40 per Hour | \$8.70 per Hour |
| For all hours worked | | | |

Health & Welfare hourly rates are not to exceed the above listed rates. If the hourly rate is determined to be less than those listed, the difference shall be added to wages.

| | | | |
|--|-------|-------|-------|
| Driver-Single Axle Dump, Flat Bed Trucks and ATV's When used to haul materials. | 19.56 | 19.56 | 19.76 |
| Drivers-Semi-Trailer or Pole Trailer when used to haul Bldg. Mtls. and Equip. | 19.56 | 19.56 | 19.76 |
| Driver-Dump Truck Tandem Axle. | 19.56 | 19.56 | 19.76 |
| Driver-Excld and other Heavy Earth moving Equip. Low Boy, Articulator Truck and 5 Axle Vehicle. | 19.66 | 19.66 | 19.86 |
| Driver-Wheel Truck and A-Frame Truck when used in transporting Materials and Ross Carrier. | 19.66 | 19.66 | 19.86 |
| Driver-Fork Lift Truck when used to transport Building Materials. | 19.66 | 19.66 | 19.86 |
| Truck Mechanic. | 19.56 | 19.56 | 19.76 |
| Truck Helper and Warehousemen. | 19.27 | 19.27 | 19.47 |
| Greaser, Tire Changer and Mechanic Helper. | 19.38 | 19.38 | 19.58 |
| Foreman. | 19.91 | 19.91 | 20.11 |
| General Foreman. | 21.16 | 21.16 | 21.36 |
| Drivers of Distributors And Buses. | 20.26 | 20.26 | 20.46 |
| Driver on Pavement | 19.66 | 19.66 | 19.86 |
| Driver on Mixer Trucks All types. | 19.64 | 19.64 | 19.84 |

APPENDIX NO.1
TEAMSTERS WAGE RATES – HEAVY AND HIGHWAY CONSTRUCTION
ZONE 2 – A
LOCAL 215

Wage/Benefit rates for work performed in the following KENTUCKY COUNTIES:
 Daviess, Hancock, Henderson, Hopkins, McLean, Muhlenberg, Ohio and Webster.

| | | | |
|----------------------|-----------------|-----------------|-----------------|
| | <u>4/01/12</u> | <u>3/31/13</u> | <u>3/30/14</u> |
| Health & Welfare: | \$8.05 per Hour | \$8.45 per hour | \$9.13 per hour |
| For all hours worked | | | |

| | | | |
|------------------------|-----------------|-----------------|-----------------|
| Pension Contributions: | \$8.10 per Hour | \$8.40 per Hour | \$8.70 per Hour |
| For all hours worked | | | |

Health & Welfare hourly rates are not to exceed the above listed rates. If the hourly rate is determined to be less than those listed, the difference shall be added to wages.

| | | | |
|--|-------|-------|-------|
| Driver-Single Axle Dump, Flat Bed Trucks and ATV's When used to haul materials. | 21.23 | 21.23 | 21.43 |
| Drivers-Simi-Trailer or Pole Trailer when used to haul Bldg. Mtls. and Equip. | 21.23 | 21.23 | 21.43 |
| Driver-Dump Truck Tandem Axel. | 21.23 | 21.23 | 21.43 |
| Driver-Excld and other Heavy Earth moving Equip. Low Boy, Articulator Truck and 5 Axel Vehicle. | 21.24 | 21.24 | 21.44 |
| Driver-Winch Truck and A-Frame Truck when used in transporting Materials and Ross Carrier. | 21.24 | 21.24 | 21.44 |
| Driver-Fork Lift Truck when used to transport Building Materials. | 21.24 | 21.24 | 21.44 |
| Truck Mechanic. | 21.16 | 21.16 | 21.36 |
| Truck Helper and Warehousemen. | 19.88 | 19.88 | 20.08 |
| Greaser, Tire Changer and Mechanic Helper. | 20.93 | 20.93 | 21.13 |
| Forman. | 21.49 | 21.49 | 21.69 |
| General Forman. | 21.74 | 21.74 | 21.94 |
| Drivers of Distributors And Buses. | 21.23 | 21.23 | 21.43 |
| Driver on Pavement | 21.24 | 21.24 | 21.44 |
| Driver on Mixer Trucks All types. | 21.23 | 21.23 | 21.43 |

APPENDIX NO.1
TEAMSTERS WAGE RATES – HEAVY AND HIGHWAY CONSTRUCTION
ZONE 4
LOCAL 89

Wage/Benefit rates for work performed in the following KENTUCKY COUNTIES:
 Adair, Bell, Boyle, Casey, Clay, Clinton, Cumberland, Estill, Garrard, Green, Hart, Jackson, Knox, Laurel,
 Lee, Lincoln, McCreary, Menifee, Metcalf, Monroe, Owesley, Powell, Pulaski, Rockcastle, Russell,
 Taylor, Wayne, Whitley, Wolf.

| | <u>4/01/12</u> | <u>3/31/13</u> | <u>3/30/14</u> |
|----------------------|-----------------|-----------------|-----------------|
| Health & Welfare: | \$8.05 per Hour | \$8.45 per hour | \$9.13 per hour |
| For all hours worked | | | |

| | | | |
|------------------------|-----------------|-----------------|-----------------|
| Pension Contributions: | \$8.10 per Hour | \$8.40 per Hour | \$8.70 per Hour |
| For all hours worked | | | |

Health & Welfare hourly rates are not to exceed the above listed rates. If the hourly rate is determined to be less than those listed, the difference shall be added to wages.

| | | | |
|--|-------|-------|-------|
| Driver-Single Axle Dump, Flat Bed Trucks and ATV's When used to haul materials. | 19.56 | 19.56 | 19.76 |
| Drivers-Simi-Trailer or Pole Trailer when used to haul Bldg. Mths. and Equip. | 19.56 | 19.56 | 19.76 |
| Driver-Dump Truck Tandem Axle | 19.56 | 19.56 | 19.76 |
| Driver-Excld and other Heavy Earth moving Equip. Low Boy, Articulator Truck and 5 Axle Vehicle. | 19.66 | 19.66 | 19.86 |
| Driver-Winch Truck and A-Frame Truck when used in transporting Materials and Ross Carrier. | 19.66 | 19.66 | 19.86 |
| Driver-Fork Lift Truck when used to transport Building Materials. | 19.66 | 19.66 | 19.86 |
| Truck Mechanic. | 19.56 | 19.56 | 19.76 |
| Truck Helper and Warehousemen. | 19.27 | 19.27 | 19.47 |
| Greaser, Tire Changer and Mechanic Helper. | 19.38 | 19.38 | 19.58 |
| Forman. | 19.91 | 19.91 | 20.11 |
| General Forman. | 21.16 | 21.16 | 21.36 |
| Drivers of Distributors And Buses. | 20.26 | 20.26 | 20.46 |
| Driver on Pavement | 19.66 | 19.66 | 19.86 |
| Driver on Mixer Trucks All types. | 19.64 | 19.64 | 19.84 |

**Heavy and Highway
Construction
Agreement**

between

**The Wisconsin Transportation
Employers' Council**

and



**Wisconsin Teamsters
Joint Council No. 39**

May 1, 2011 through May 31, 2016

HEAVY AND HIGHWAY CONSTRUCTION AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ 2011, effective the 1st day of May, 2011 by and between The Wisconsin Transportation Employers' Council (hereinafter called the Employer) for and on behalf of its membership (hereinafter called the Contractors) as party of the first part and the Wisconsin Teamsters Joint Council No. 39 (hereinafter called the Union) as party of the second part.

WITNESSETH:

That the parties hereto for and in consideration of the mutual promises and obligations herein contained, agree to and with each other as follows:

ARTICLE 1 — RECOGNITION, ASSIGNMENT, SCOPE, COVERAGE, ENTIRETY AND DEFINITIONS OF AGREEMENT

- 1.01 **Recognition.** The Employer and the Contractor hereby recognize the Union as the sole and exclusive bargaining agent for all employees in the bargaining unit. The bargaining unit shall consist of all Teamsters as now or hereafter classified in Article 5 (Jurisdiction and Classification) performing work within the scope and coverage of this Agreement.
- 1.02 **Assignment.** The Contractor hereby assigns all work to be performed in the categories described in Article 5 (Jurisdiction and Classification) to employees in the bargaining unit covered by this Agreement.
- 1.03 **Scope.** This Agreement shall apply throughout the State of Wisconsin.
- 1.04 **Coverage.** This Agreement shall cover all airport, private highway, heavy and highway construction work included in contracts awarded by, and/or funded in any part by, the State of Wisconsin Department of Transportation and any work performed for any authority supervised by said Department of Transportation, including federally funded construction that is administered by the Wisconsin Department of Transportation.
- 1.05 **Entirety of Agreement.** This Agreement represents the entire written contract between the parties and it supersedes any previous agreements, supplements, riders or addenda whether written or verbal. Neither the Union, the Contractor, nor the Employer, shall have the right to add to,

bank is capped and work being performed is of a non-prevailing wage nature.

- 14.05** By the execution of this Agreement, the Contractor binds himself and becomes a party to the trust agreement establishing the Central States, Southeast and Southwest Areas Health and Welfare Fund and authorizes the employer parties thereto to designate the employer trustees as provided under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such trustees within the scope of their authority.
- 14.06** Dispute or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Joint State Construction Committee (Article 7, Section 7.01(a)) by either the Employer, the Local Union or the trustees. In the event of such referral, the Contractor shall not be deemed to be delinquent while the matter is being considered, but if the Joint Committee, by majority vote determines that contributions are required, the Contractor shall pay to the Fund the amounts due together with any charges uniformly applicable to past due contributions.

There shall be no deduction from equipment rental of owner operators by virtue of the contributions made to the Health and Welfare Fund regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation.

Contractors presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund and Contractors who may subsequently begin to make payments to such fund shall continue to make such payments for the life of this Agreement. Action on delinquent contributions may be instituted by either the Local Union, the Joint Council or the Trustees. Contractors who are delinquent must also pay all attorneys' fees and costs of collection.

ARTICLE 15 — PENSION

- 15.01** Effective June 1, 2011, on all contracts let by the Wisconsin Department of Transportation which include the wage certification of the Department of Workforce Development, the Contractor shall pay the additional sum of Seven Dollars and Seventy Cents (\$7.70) per hour for each hour or portion

of an hour worked for each worker who has been on the payroll thirty (30) days or more wherein such worker works one or more hours in any county of the State of Wisconsin. Effective June 1, 2012 this sum shall be increased to Eight Dollars and Ten Cents (\$8.10) per hour. Effective June 1, 2013 this sum shall be increased further to Eight Dollars and Forty Cents (\$8.40) per hour and effective June 1, 2014 this sum shall be increased further to Eight Dollars and Seventy Cents (\$8.70) per hour and effective June 1, 2015 this sum shall be increased further to Nine Dollars and Ten Cents (\$9.10) per hour. This hourly sum shall be paid monthly by the Contractor to the Central States Southeast and Southwest Areas Pension Fund. The contribution rates described in this Section are the appropriate rates as determined by the Central States Southeast and Southwest Areas Pension Fund Class 18.

- 15.02** When an employee leaves the bargaining unit work at the request of the Contractor to perform services for the Contractor, the Contractor will pay the pension contributions for the employee while he is so employed.
- 15.03** The Employer's obligation to make contributions to the Central States, Southeast and Southwest Areas Pension Fund shall continue in the amounts and rates as provided in Article 15.
- 15.04** If the rates of contributions of such Pension Fund are increased, pursuant to Article 15, beyond the contribution rates provided in Article 15, then the hourly wage rates for employees covered by this Agreement as provided for in Article 13 of this Agreement shall be reduced, beginning with the effective date of such increased contributions to the Pension Fund and for the remaining term of this Agreement, and its succeeding Agreements through and including May 31, 2016, by an amount equivalent to said increase in such rates of contributions.

ARTICLE 16 — LEAVE OF ABSENCE

- 16.01** Any employee desiring a leave of absence from his employment shall secure written permission from both the Union and the Contractor. The maximum leave of absence shall be for ninety (90) days and may be extended. Permission for extension must be secured from both the Union and Employer. During the period of absence the employee shall not engage in gainful employment in the same industry in classifications covered by this Agreement unless mutually agreed upon. Failure to

HIGHWAY, HEAVY, RAILROAD

AND

UNDERGROUND
UTILITY CONTRACTING

AGREEMENT

between

HIGHWAY, HEAVY, AND UTILITY DIVISION – ICA, INC.

and

TEAMSTERS JOINT COUNCIL NO. 69

April 1, 2014 to March 31, 2017

ORIGINAL

RECEIVED

MAY 23 2014

CONTRACT
DEPARTMENT

AGREEMENT
between
HIGHWAY, HEAVY, AND UTILITY DIVISION-ICA, INC.
and
TEAMSTERS JOINT COUNCIL NO. 69

PREAMBLE

This Agreement is made and entered into on the date hereinafter set forth, by and between the Highway, Heavy, and Utility Division-ICA, Inc., hereinafter referred to as the "Highway, Heavy, and Utility Division - ICA, Inc.", acting as negotiating agent on behalf of Division members specifically authorizing these negotiations, as evidenced by a list thereof attached hereto, and subject to ratification by a majority of these members who have authorized the Highway, Heavy, and Utility Division - ICA, Inc. to bargain with the Teamsters Joint Council No. 69, as well as any other member of the Highway, Heavy, and Utility Division - ICA, Inc. who shall hereafter authorize the Highway, Heavy, and Utility Division - ICA, Inc. to bargain with the Teamsters Joint Council No. 69, the said members and/or their successors, being hereinafter referred to as the "Employer", and the Teamsters Joint Council No. 69 hereinafter referred to as the "Teamsters Joint Council No. 69", acting as negotiating agent on behalf of all Local Unions, as affiliated with the Teamsters Joint Council No. 69, including, but not limited to Local No. 135, Local No. 215, Local No. 364, Local No. 414, and Local No. 716 of the Teamsters Joint Council No. 69, affiliated with the International Brotherhood of Teamsters, the said Local Unions being hereinafter referred to as the "Union".

Section 1. The membership of the Highway, Heavy, and Utility Division - ICA, Inc., as bound by this Agreement, is composed of numerous contractors engaged in the work as set forth in ARTICLE 2 of this Agreement in the State of Indiana, all of whom may employ persons to work in job classifications covered by this Agreement. The membership of the Council is composed of various Local Unions of the International Brotherhood of Teamsters, heretofore mentioned, all of which Local Unions represent employees of various Employer-members of the Highway, Heavy, and Utility Division - ICA, Inc., which employees work in job classifications covered by this Agreement.

Section 2. Recognizing that separate collective bargaining by and between each Local Union of the Council and individual contractor-member of the Highway, Heavy, and Utility Division - ICA, Inc. would involve only those employees of one contractor-member represented by the Union, the parties realize and recognize that the result thereof could be the creation of numerous separate collective bargaining agreements with various and sundry standards of wages, hours and working conditions. This, in turn, could create a situation which might tend to prevent contractors from competing for available work on the basis of like labor costs and might also tend to create inequities and inequalities among employees doing the same type of work in the same area. In order to avoid such undesirable circumstances, but primarily for the purpose of achieving the uniformity and stabilization, as much as possible, of wage rates and working conditions in that part of the State of Indiana covered by this Agreement, the parties hereto desire and intend this Agreement to be an area multi-employer, multi-union negotiated Agreement, established for the classes of employees involved, who work in the same area and on the work covered by this Agreement, of identical wages, hours and working conditions, regardless of the contractor for whom they work or the Local Union which represents them, except only as herein provided.

ARTICLE 23 PENSION

Section 1. Employers that are contributing, on behalf of their employees performing work covered by this Agreement (or its predecessor), to the Central States Southeast and Southwest Areas Pension Fund (Central States Pension Fund) immediately prior to the effective date of this Agreement shall continue contributing to said Fund for the entire term of this Agreement. Employers that are contributing, on behalf of their employees performing work covered by this Agreement (or its predecessor), to the Indiana Teamsters Pension Fund immediately prior to the effective date of this Agreement shall continue contributing to said Fund for the entire term of this Agreement. Employers that are contributing, on behalf of their employees performing work covered by this Agreement (or its predecessor), to some other pension fund immediately prior to the effective date of this Agreement shall continue contributing to said fund for the entire term of this Agreement. Employers that become signatory to this Agreement for the first time during the term of this Agreement shall contribute to the pension fund that is agreed upon and set forth in the document that is signed by that Employer and the Teamsters Joint Council No. 69, at the rates provided for herein. The use of the term "appropriate Pension Fund" in this Article 23, as applied to any Employer, shall mean the Pension Fund to which such Employer contributes in accordance with the provisions of this Section 1.

Section 2. Effective April 1, 2014 through March 31, 2015, pension contributions shall be paid by each employer to the appropriate Pension Fund at the rate of One Hundred Forty-Two Dollars and Ninety Cents (\$142.90) per week or Four Dollars and Forty-Two Cents (\$4.42) per hour. Central States Pension Fund Contributions are always at the weekly rate.

Section 3. Effective April 1, 2015 through March 31, 2016, pension contributions shall be paid by each employer to the appropriate Pension Fund at the rate of One Hundred Fifty-One Dollars and Fifty Cents (\$151.50) per week or Four Dollars and Sixty-Four Cents (\$4.64) per hour. Central States Pension Fund Contributions are always at the weekly rate.

Section 4. Effective April 1, 2016 through March 31, 2017, pension contributions shall be paid by each employer to the appropriate Pension Fund at the rate of One Hundred Fifty-Seven Dollars and Sixty Cents (\$157.60) per week or Four Dollars and Seventy-Nine Cents (\$4.79) per hour. Central States Pension Fund Contributions are always at the weekly rate.

Section 5. In addition to the wages and provisions set forth in ARTICLES 9, 10, 11, 12, and 13, and other benefits provided for in this Agreement, the Employer shall contribute the contributions as set forth in Section 1-4, above for each covered employee who has been on the payroll of any Employer for thirty (30) days or more.

Section 6. An exception to the obligation to pay into the appropriate Pension Fund exists for certain Locals who have jurisdiction in other states touching Indiana, and employees covered by pension funds in those states may have their contributions sent into those plans by the Local Union having the proper forms signed at the pre-job conference with the Employer. The names of the people affected shall be given to the Employer.

Section 7. When the Employer has been instructed at the pre-job conference that employees are under another coverage, it shall be a violation of this Agreement and the charging Local shall

exercise economic recourse, after the seventy-two (72) hour written notice has been given, to insure that the Employer does remit into the proper pension fund in order to keep the employees covered.

Section 8. By the execution of this Agreement, the Highway, Heavy, and Utility Division - ICA, Inc. is authorized by the Employers to enter into appropriate Trust Indenture and Participation Agreement, and/or other documents as required by the appropriate Pension Fund, and the Highway, Heavy, and Utility Division - ICA, Inc. is also authorized to take all steps necessary for participation in such pension funds for the Employers, each Employer hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority with respect to the appropriate Pension Fund.

Section 9. By the execution of this Agreement by the Highway, Heavy, and Utility Division - ICA, Inc., the Employer adopts and agrees to abide by the Trust Agreement and Plan of the appropriate Pension Fund.

Section 10. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contribution for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work or has been released for work. However, such contributions shall not be paid for a period of more than twelve (12) months.

Section 11. There shall be no deduction from equipment rental of owner-drivers by virtue of the contributions made to the appropriate Pension Fund, regardless of whether the equipment rental is at the minimum rate or more.

Section 12. Contributions to the appropriate Pension Fund must be computed weekly and paid each four (4) or five (5) week period, as designated in the report and remittance forms for the appropriate Pension Fund. Contributions must be made on each regular, part-time or extra employee, even though such regular, part-time, or extra employee may work only part-time under the provisions of this Agreement, including weeks in which no work is performed, unless such regular, part-time or extra employee is laid off and given separation papers. An employee working temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Section.

Section 13. Legal action for delinquent contributions may be instituted by the Local Union, the Teamsters Joint Council No. 69 or the Trustees of the appropriate Pension Fund. Any Employer who is delinquent in pension fund contributions must also pay all attorneys' fees and costs of collection.

Section 14. Notwithstanding anything herein contained it is agreed that in the event any Employer becomes delinquent in the payment of its contributions to the appropriate Pension Fund provided for in this Agreement, in accordance with the rules and regulations of the Trustees of such Fund, the employees or their representatives, after the President of the Local Union shall have given seventy-two (72) hours written notice, by certified mail, to the Employer of such delinquencies in pension payments, shall have the right to take such actions as they deem necessary including but not limited to, the following: (1) refraining from work, strike and picketing until such delinquent payments are made, and/or (2) commencing a lawsuit to collect the delinquencies. In the event that strike and picketing activity takes place, the Employer shall be responsible to the employees for losses resulting therefrom, including wages for lost time, health and welfare and pension contributions, etc. In the event a lawsuit is commenced to collect delinquencies, the Employer shall be responsible for all attorney fees and all other costs of collection, such as court costs.

Section 15. Any Local Union or the appropriate Pension Fund itself has the right to conduct an audit of the payroll records of any contributing Employer for the purpose of verifying the accuracy of contributions to the appropriate Pension Fund. In the event any Employer refuses to permit a Local Union or the appropriate Pension Fund to conduct an audit within seventy-two (72) hours from receipt of such a request, by certified mail, the Local Union may commence a strike and picketing of the Employer and may continue such activity until permission is given for an immediate audit. The Employer shall be responsible to the employees for losses resulting from such strike and picketing activity, including wages for lost time, health and welfare and pension contributions, etc. The "appropriate pension fund" shall only be the Pension Fund where the particular employer has agreed to make contributions in accordance with the provisions of Section 1 of this Article 23. If the Employer has obtained written permission from a Local Union to use a combination man (member of two crafts), the employee will designate which pension program he wants, and the Employer shall furnish forms to the Employee for such designation of funds. In order for such form to become effective, a copy of it must be filed with the Local Union from whom the Employer had obtained written permission to use that particular employee as combination man. If the employee signs such a form and it is properly filed with the Local Union, then the employee shall only be covered by the designated pension program, and the Employer shall not have to pay into the program that has not been selected. If the Employer fails to get the forms signed and properly filed, the Employer shall be required to contribute into the pension fund set forth in his contract with the Teamsters Joint Council No. 69.

Section 16. If, during the life of this agreement, the Employer is required by law or otherwise to increase the hourly pension contribution payment amount provided for in this Article 23, such increase shall be offset by reduction of an equal amount from the wages component of the total hourly rate, as provided for in ARTICLE 9, Wages and Job classifications throughout the life of this agreement.

Section 17. Employers who are contributing to a pension fund other than Central States Pension Fund, and who are contributing on an hourly basis, shall have a maximum contribution of fifty (50) hours per week.

Section 18. All Employers will have the opportunity to choose either the hourly or weekly contribution rate for their payments to the appropriate Pension Fund under this ARTICLE 23 for the life of the Agreement, except that Employers contributing to the Central States Pension Fund must pay the weekly contribution rate. The Employer's choice of either the hourly or the weekly Pension Fund contribution rate will apply to all covered Employees employed by that Employer performing work under this Agreement.

ARTICLE 24 LEAVE OF ABSENCE

Section 1. Any employee desiring a leave of absence from his employment shall secure written permission from both the Local Union and the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for extensions must be secured from both the Local Union and Employer. During the period of leave of absence, the employee shall not engage in gainful employment in the same industry in classification covered by this Agreement. Failure to comply with this provision shall result in the complete loss of seniority right for the employee involved.

Section 2. There shall be a leave of absence given on request to any employee not receiving twenty-three (23) hours of work Monday through Friday of any week, provided that such request is made in writing by the employee within forty eight (48) hours after the employee received the paycheck representing less than twenty-three (23) hours of work. This leave of absence shall be granted and has to be signed by the Employer and the Union.

LETTER OF UNDERSTANDING concerning loss of license: (See MEMORANDUM OF UNDERSTANDING attached.)

ARTICLE 25 EMPLOYEE

Section 1. So there will be no misunderstanding in the coverage and administration of this Agreement, any person who draws wages from the Employer for work covered by this Agreement, or any owner-driver operating or driving his own vehicle, and/or the driver operating such vehicle, or the driver of any fleet owner, hauling directly for or leased directly to the Employer, shall be considered to be an employee of the Employer.

ARTICLE 26 CHECK - OFF

Section 1. The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees, and agrees to remit to said Local Union all such deductions prior to the end of the month for which said deduction is made; provided, however, that an employee shall have signed and submitted a written authorization for such action on the part of the Employer. Such written authorization shall conform to and be in accordance with all applicable federal and state laws.

ARTICLES OF CONSTRUCTION AGREEMENT

Between

The Illinois Valley Contractors Association, Inc.

And

The Teamsters Downstate Illinois Construction
Industry Negotiating Committee
Affiliated with the
International Brotherhood of Teamsters

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AUG 29 2014

CONTRACT
DEPARTMENT

EFFECTIVE: May 1, 2014

EXPIRES: April 30, 2017

PREAMBLE

1. **THIS AGREEMENT**, made and entered into this 1st day of May 2014 by and between the Illinois Valley **CONTRACTORS** Association, Inc. (hereinafter referred to as "Association") and the Teamsters Downstate Illinois Construction Industry Negotiating Committee (hereinafter referred to as "TDICINC").
2. The membership of TDICINC is composed of the various Local Unions of the International Brotherhood of Teamsters, who have affiliated with it, all of said Locals being listed elsewhere in this Agreement and all of whom represent employees of various members of the Employers who work in job classifications covered by this Agreement.
3. Recognizing that separate collective bargaining by and between each Local Union of the Conference and each individual contractor-member of the Association would involve only those employees of the one contractor represented by the one Union, the parties likewise recognize that the result thereof would be the creation of numerous separate labor agreements with differing standards of wages, hours and working conditions. This, in turn, would prevent contractors from competing for available work on the basis of like labor costs and would create inequities and inequalities among employees doing the same type of work in the same area. In order to avoid such undesirable circumstances and achieve the stabilization of wage rates and working conditions in the Illinois area covered by this Agreement, the parties desire and intend this to be a multi-employer, multi-union negotiated Agreement established for the classes of employees involved who work in the same area for identical wages, hours and working conditions, regardless of the contractor for whom they work or the Local Union which represents them.

This Agreement is an effort by the parties to implement those improvements which will encourage buyers of construction services to utilize the Employers and Employee Unions signatory to this Agreement.

As a means of accomplishing the objectives and purposes stated in paragraph 3 above, the Association has been authorized to negotiate the terms and provisions of this Agreement for and on behalf of those contractors who have so authorized them and the Conference has likewise been authorized to so negotiate for and on behalf of the Local Unions.

It is further agreed that the liability of the Employers who accept, adopt or sign this Agreement, or a facsimile thereof, shall be several and not joint, and the liability of the Teamsters Local Unions, who accept, adopt or sign this Agreement or a facsimile thereof, shall be several, and not joint.

ARTICLE 12
Pension

The parties agree that on the anniversary dates of this Agreement each Local Union may, at its option and with sixty (60) days written notice to the Association prior to the effective date on May 1 of each year of the agreement change from a weekly to a daily or hourly pension.

- (a) For those Local Unions under a **WEEKLY PENSION** contribution, effective May 1, 2014 the Employer shall contribute to Central States Southeast and Southwest Areas Pension Fund the sum of two hundred and nine dollars and twenty cents (\$209.20) per week for each employee covered by this Agreement who works at least eight (8) hours in any given week. Effective May 1, 2015, the weekly pension contribution rate shall increase to two hundred and seventeen dollars and sixty cents (\$217.60) per week. Effective May 1, 2016, the weekly pension contribution rate shall increase to two hundred and twenty-six dollars and thirty cents (\$226.30) per week.
- (b) For those Local Unions under a **DAILY PENSION** contribution rate for the term of this contract, effective May 1, 2014, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of forty-three dollars and forty cents (\$43.40) per day. An employee must actually begin to work to receive the pension contribution for that day. Effective May 1, 2015 the daily pension contribution rate shall increase to forty-five dollars and ten cents (\$45.10) per day. Effective May 1, 2016 the daily pension contribution rate shall increase to forty-six dollars and ninety cents (\$46.90) per day.
- (c) For those Local Unions under an **HOURLY PENSION** contribution rate for the term of this agreement, effective May 1, 2014 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of six dollars and sixty cents (\$6.60) per hour for each hour worked and/or compensated by the employer. Effective May 1, 2015, the hourly pension contribution rate shall be six dollars and ninety cents (\$6.90) per hour. Effective May 1, 2016, the hourly pension contribution rate shall be seven dollars and twenty cents (\$7.20) per hour.

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southeast and Southwest Areas Agreements to which Employers who are party to this Agreement are also parties.

If an employee is injured on the job, the Employer shall continue to pay the required contributions during the time this Employee would have normally worked had he/she not been injured, however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

By the execution of this Agreement, the Employer agrees to abide and be bound by appropriate trust agreements necessary for the administration of such Fund, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

There shall be no deduction from equipment rental of owner-drivers by virtue of the contributions made to the Pension Fund or new pension plan, regardless of whether the equipment rental is at the minimum rate or for more, and regardless of the manner of computation of owner-driver compensation. Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work eight (8) hours in any given week under the provisions of this Agreement.

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his/her contributions to the Pension Fund or new pension plan, in accordance with the rules and regulations of the Trustees of such Fund or Plan, the Local Union or the Illinois Conference of Teamsters, after the proper official of the Local Union shall have given seventy-two (72) hours notice to the Employer of such delinquency in Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken the Employer shall be responsible to the employees for losses resulting therefrom. Employers who are delinquent must also pay all attorney fees and costs of collections. It is understood that the Employer's liability to the Central States Fund or new pension plan shall be limited to the terms of this Agreement.

- (d) It is understood and agreed that Article 10 (Wages) and Article 12 (Pension) shall be governed by the following listing of Local Unions which have voted to remain with the weekly pension contribution rate and those which have voted to exercise the option to change from a weekly to a daily pension contribution rate for the term of this Agreement.

**Weekly Pension
Contribution Rate**

Champaign, Local 26
Peoria, Local 627
LaSalle, Local 722

**Daily Pension
Contribution Rate**

Belleville, Local 50
Decatur, Local 279
Alton, Local 525
Rock Island, Local 371

Springfield, Local 916

Hourly Pension Contribution Rate

West Frankfort, Local 347, shall be at a wage adjusted hourly pension rate.

INDIANA
UNIFORM
OFFICE
CLERICAL
AGREEMENT

Between

Joint Council 69

And

Central States Motor Carriers Association, Inc.

April 1, 2008 Thru March 31, 2013

RECEIVED

SEP 22 2008

**CONTRACT
DEPARTMENT**

Indiana Uniform Office Clerical Agreement covering employees of private, common, contract and Local Cartage Carriers within the jurisdiction of Chauffeurs, Teamsters, Warehousemen and Helpers Local Union No. 135, Teamsters Local Union No. 215, Teamsters Local Union No. 364, Teamsters Local Union No. 414.

AGREEMENT

THIS AGREEMENT, made and entered into by and between (name of Company) **YELLOW TRANSPORTATION, INC.**, hereinafter referred to as the 'Company' or 'Employer', its successors, administrators, executors and assigns, and located at (City and State) **INDIANAPOLIS, IN**, the first part, and Chauffeurs, Teamsters, Warehousemen and Helpers Local Union No. 135 at 1233 Shelby Street, Indianapolis, Indiana 46203, and Teamsters Local Union No. 215, 825 Walnut Street, Evansville, Indiana 47706, Teamsters Local Union No. 364, 2405 E. Edison Road, South Bend, Indiana 46615 and Local Union No. 414, 2644 Cass Street, Fort Wayne, Indiana 46808, affiliated with the International Brotherhood of Teamsters, party of the second part, hereinafter referred to as the 'Union'.

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE 1 RECOGNITION AND RELATIONSHIPS

SECTION 1 The Company agrees to recognize and does hereby recognize the Union, its agents, representatives, or successors, as the exclusive representatives, and collective bargaining agency for all the employees of the Company as hereinafter defined:

SECTION 2 The term employee as used in this Agreement shall cover all office and clerical employees at their place of business located at (street, city, state and zip code) **1818 S. HIGH SCHOOL RD. INDIANAPOLIS, IN 46241**, excluding the following classifications: confidential employees, supervisory and professional employees within the meaning of the Labor-Management Relations Act of 1947, as amended, and employees already covered by an existing Union contract and dispatcher exercising independent judgment with

SECTION 10 Days lost between anniversary dates through proven sickness or injury, or where it is necessary for an employee to serve on jury duty or attend a funeral of his/her wife, husband, father, mother, sons or daughters, brothers or sisters, current mother-in-law or father-in-law, shall be counted as days worked for the purpose of this Article. The first twelve (12) months absence due to occupational injury or sickness shall be used in the computation of time worked for determination of a vacation, providing the employee has worked some time during the twelve (12) month anniversary period.

ARTICLE 31 HEALTH AND WELFARE

The Employer agrees and understands that employees covered under this Agreement shall at all times be entitled to the same Health and Welfare conditions, provisions and adjustments as those employees covered by the National Master Freight Agreement, Central States Southeast and Southwest Area Health and Welfare Fund. Effective April 1, 2008, the weekly benefit payment trigger will be three (3) days worked per week. The "S" Plan will be provided for those employees who work at least one (1) day per week, but less than three (3), with an Employer contribution of thirty-four dollars (\$34.00).

ARTICLE 32 PENSIONS

The Employer agrees and understands that employees covered under this Agreement shall at all times be entitled to the same Pension conditions, provisions and adjustments as those employees covered by the National Master Freight Agreement, Central States Southeast and Southwest Area Pension Fund.

ARTICLE 33 JURY DUTY

All employees called for jury duty will receive the difference between eight (8) hours pay at the applicable hourly wage and actual payment received for jury service for each day of jury duty, to a maximum of fifteen (15) days pay for

AREA CONSTRUCTION AGREEMENT

BETWEEN

**THE KANKAKEE-IROQUOIS COUNTY
EMPLOYERS ASSOCIATION**

AND

TEAMSTERS LOCAL UNION NO. 179

An Affiliate of the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS



RECEIVED
FEB 02 2015
CONTRACT
DEPARTMENT

JUNE 1, 2012 THROUGH MAY 31, 2017

PREAMBLE

This Agreement, effective as of the 1st day of June 2012, by and between Kankakee-Iroquois County Employers Association and each and every employer-member of such Association that has authorized such Association to bargain collectively for it (here after referred to, respectively, as "Association" and "Employer") and Teamsters Local Union No. 179, an affiliate of the International Brotherhood of Teamsters, (hereinafter called the "Union").

WITNESSETH

1. The purpose of this Agreement is (a) to enter into a definite labor management contract covering the wages, hours, conditions of work and terms of employment in the relationship between Employer and employee; (b) to prevent strikes, lockouts and work stoppages; (c) to adopt suitable measures for the peaceful settlement of grievances and differences; (d) to secure to members of the Association or other employer sufficient capable employees; (e) to protect the economic and employment welfare of employees.

2. It is mutually understood and agreed that the following terms relating to the wages, hours and working conditions of workmen covered by this Agreement have been decided upon by means of collective bargaining, and that the following provisions will be binding upon the parties to this Agreement during the terms of this Agreement and any renewal period thereof.

ARTICLE 1

Recognition and Scope of Agreement

1.1. Recognition. The Association recognizes the Union as the sole and exclusive bargaining representative for the employees now or hereafter employed in the bargaining unit for the purpose of collective bargaining in respect to wages, hours, terms and conditions of employment.

1.2. Bargaining Unit. The bargaining unit shall include all employees in the classifications of work covered by this Agreement who are employed by the Employers and who are engaged in the work described in Paragraph 1.3.

1.3. Work Covered. Jurisdiction. This Agreement shall apply to employees in the classifications herein set forth in the performance of work involved in the following operations.

a. Heavy Construction: Heavy construction is defined as constructing substantially in its entirety any fixed structure, other improvement or modification thereof, or an addition or repair thereto, including any structure or operation which is an incidental part of a contract thereof, including without limitation, railroads and street railway construction project, sewers, water mains, grade separations,

reference made a part hereof; the Employer hereby designates as its representatives on the Board of Trustees of said Funds such Trustees as are named in said Agreements and Declarations of Trust, as Employer Trustees, together with their successors selected in the manner provided in said Agreements and Declarations of Trust, as they may be amended from time to time; and further, agrees to be bound by all action taken by said Employer Trustees regarding and pursuant to the said Agreements and Declarations of Trust as amended from time to time.

9.1. (f) Penalty for Failure to Pay Health and Welfare

The Employer recognizes the necessity of making prompt Health and Welfare contributions, the possibility that employees benefit standing will be placed in jeopardy if contributions are not timely made, and the concern of the Union that all eligible employees are covered by such contributions.

Whenever the Employer is delinquent in making payments to the Health and Welfare Fund, the Union may strike the Employer to force payments. This provision shall not be subject to and is specifically excluded from the Grievance Procedure (Article 6). Additionally, in the event the Employer has been found to be delinquent, the Employer shall be required to pay in an addition to the actual delinquency, 10% of the delinquent amount as liquidated damages, and accountant and attorney fees and court costs.

9.1. (g) A calendar week is Sunday through Saturday.

**ARTICLE 10
Pension Fund**

The Employer agrees to pay the following weekly contributions to the Central States, Southeast and Southwest Areas Pension Fund, with the amounts of any increase in the weekly contribution to be allocated from the hourly rate increases set forth in Article 8 of this Agreement as follows:

(MAINTAIN CLASS 18 PLAN - WEEKLY)

| | |
|---|--------------------------|
| June 1, 2012 – May 31, 2013..... | \$277.30 per week |
| June 1, 2013 – May 31, 2014..... | \$288.40 per week |
| June 1, 2014 – May 31, 2015..... | \$299.90 per week |
| June 1, 2015 – May 31, 2016..... | \$311.90 per week |
| June 1, 2016 – May 31, 2017..... | \$324.40 per week |

10.1.(a) Effective **June 1, 2012 – May 31, 2013**, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of **\$277.30** (two hundred seventy-seven dollars and thirty cents) **per week** for each regular employee who performs any work in such week, and any casual or temporary employee who performs work on three (3) days or more in any such week.

Effective June 1, 2013 – May 31, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of **\$288.40** (two hundred eighty-eight dollars and forty cents) **per week** for each regular employee who performs any work in such week, and any casual or temporary employee who performs work on three (3) days or more in any such week.

Effective June 1, 2014 – May 31, 2015, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of **\$299.90** (two hundred ninety-nine dollars and ninety cents) **per week** for each regular employee who performs any work in such week, and any casual or temporary employee who performs work on three (3) days or more in any such week.

Effective June 1, 2015 – May 31, 2016, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of **\$311.90** (three hundred eleven dollars and ninety cents) **per week** for each regular employee who performs any work in such week, and any casual or temporary employee who performs work on three (3) days or more in any such week.

Effective June 1, 2016 – May 31, 2017, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of **\$324.40** (three hundred twenty-four dollars and forty cents) **per week** for each regular employee who performs any work in such week, and any casual or temporary employee who performs work on three (3) days or more in any such week.

*****Effective upon contract ratification, the total economic package will be equal to \$51.64 per hour (using the 5 axle truck wage rate), to be allocated to health and welfare and pension, as determined by Central States. The \$0.52 decrease in wages has been applied to the required increases to the health and welfare and pension rates as determined by Central States.**

*****Effective June 1, 2015, there shall be an increase in wages and/or fringe benefits (Health and Welfare and Pension Fund) and/or industry funds of \$1.68 per hour, with the required minimum from the total increase above to fringe benefits (the required pension increase will be \$0.30 per hour of the total package, per Central States, and a not to exceed health and welfare increase of \$0.90 per hour may be the required health and welfare allocation from the total package). Allocation of amounts between wages, fringe benefits and industry funds shall be determined by the Local Union thirty (30) days prior to the effective date of the increase.**

*****Effective June 1, 2016, there shall be an increase in wages and/or fringe benefits (Health and Welfare and Pension Fund) and/or industry funds of \$1.73 per hour, with the required minimum from the total increase above to fringe benefits (the required pension increase will be \$0.31 per hour of the total package, per Central States, and a not to exceed health and welfare increase of \$0.92 per hour may be the required health**

and welfare allocation from the total package). Allocation of amounts between wages, fringe benefits and industry funds shall be determined by the Local Union thirty (30) days prior to the effective date of the increase.

There shall be no other pension fund under this Agreement for operations under this agreement or for operations under the Southeast and Southwest Areas Agreement to which Employers who are party to this Agreement are also parties. By the execution of this Agreement, the Employer authorizes the Kankakee and Iroquois County Employers Association to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

10.1.(b) If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect the required contribution due the Pension Fund for the period of absence. There shall be no deduction from equipment rental of owner-operators by virtue of contributions made, if any, to the Pension Fund regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computations of owner-operator compensation.

10.1.(c) Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part time under the provision of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund.

10.1.(d) Employers presently making payments to the Central States, Southeast and Southwest Areas Pension fund and the Employers who may subsequently begin to make payments to such Fund, shall continue to make such payments for the life of this Agreement.

10.1.(e) The Employer shall pay the Pension contributions on employees on leave of absence for training in the Military Reserves or National Guard, but not to exceed fourteen (14) days.

10.1.(f) Penalty for Failure to Pay Pension.

The Employer recognizes the necessity of making prompt Pension contributions, the possibility that employees' benefit standing will be placed in jeopardy if contributions are not timely made, and the concern of the Union that all eligible employees are covered by such contributions.

Whenever the Employer is delinquent in making payments to the Pension Funds, the Union may strike the Employer to force payments. This provision shall not be subject to and

is specifically excluded from the grievance procedures, Article 6. If any Employer fails to pay any contributions due in accordance with this Article, the Trustees of the respective Fund may assess the Employer a penalty of 10% of the contributions due as liquidated damages in addition to all reasonable attorney fees, accountant fees and costs of collection.

ARTICLE 11

Check Off

11.1. The Employer shall deduct weekly from the wages of Union members who have executed and caused to be delivered to the Employer a valid, voluntary, written assignment the regular monthly Union dues which are remitted, monthly by the fifteenth of the month following the month in which such deductions are made, along with initiation fees, reinitiation or reinstatement fees and Political Action Committee and D.R.I.V.E. of the Union if due and owing, and as are necessary to keep employees as members in good standing in accordance with the Constitution and By-Laws of the Union. Such deductions shall be remitted to the Secretary-Treasurer of the Union. No deductions shall be made which are prohibited by the applicable laws. The Union shall indemnify and save the Employer harmless against any claim, demand, suit or other form of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purposes of complying with this Article.

ARTICLE 12

Working Hours and Overtime

12.1. Eight (8) continuous hours not including meal period referred to in Article 12.8 shall constitute a work day. Forty (40) straight time hours, Monday through Friday, shall constitute a work week, without regard to the weekly pay period as established by the Employer.

12.2. Time and one-half shall be paid for all time worked over eight (8) hours in any one day. Time and one-half shall be paid for all time worked over forty (40) hours in any one week, Monday through Friday. Time and one-half shall be paid for the first ten (10) hours on Saturday. Double time shall be paid for all time worked over ten (10) hours on Saturday.

12.3. The starting time in the morning shall be between the hours of 6:00 A.M. to 8:00 A.M. An employee called to work prior to 6:00 A.M. shall be paid at the rate of time and one-half up to 6:00 A.M. and straight time for the next eight (8) hours of work after 6:00 A.M. An employee starting work between the hours of 8:00 A.M. and 12:00 Noon shall be paid back at his straight time rate to 8:00 A.M. Employees starting work after 12:00 Noon shall be paid a fifty cents (50¢) per hour shift differential in addition to their straight time hourly rate for third shift. Where job requirements call for starting time later than 8:00 A.M. but before 12:00 Noon, the Employer and the Union will confer to approve the starting time for the specific job period.

**MASTER AGREEMENT
AND
ALL DRY BULK
COMMODITIES
AGREEMENT**



**COVERING PRIVATE, COMMON
AND FOR HIRE CARRIERS**

for the period of

JULY 1, 2011

to

JUNE 30, 2014

MASTER CEMENT AND ALL DRY BULK COMMODITIES AGREEMENT

Covering Private, Common, and For Hire Carriers

for the Period of July 1, 2011 to June 30, 2014

This Agreement is made by and between the Employer or on behalf of such Employer by an authorized group, and the Teamsters Tank Haul Industry Negotiating Committee, hereinafter called T.N.T.I.N.C. and such local union affiliated with the I.B.T., hereinafter called the Union.

ARTICLE 1 Scope of Agreement

Section 1.1 Master Agreement - The execution of this Master Agreement on the part of the Employer shall cover all cement and like product operations of the Employer which are covered by this Master Agreement and shall also cover the hauling of all other dry bulk products from terminals covered by this Agreement. However, if the wages, hours and working conditions as set forth in the supplements hereto, for drivers hauling such other bulk products are to be less than set forth in a supplement, they must be negotiated and shall then be submitted to T.N.T.I.N.C. for approval. The hauling of all such products will be subject to this Master Agreement.

Employees Covered - The employees covered by this Agreement shall include any and all of the employees of the Employer within the jurisdiction of the Union, and who are represented by the Local Union, or during the life of this Agreement may come to be represented by the Local Union.

Section 1.2 Supplements to Master Agreement - There are several geographic areas covered by this Agreement and for this reason Supplemental Agreements are provided for.

It

In the event that any provision of any Supplemental Agreement approved by T.N.T.I.N.C. as provided in this Master Agreement conflict with any term or terms of this Master Agreement, the provisions of such Supplemental Agreement shall control and supersede the provision of this Master Agreement with which it conflicts.

All such Supplemental Agreements are to be clearly limited to the specific products referred to in Section 1.1.

Section 1.3 Non-Covered Units - This Agreement shall not be applicable to those operations of the Employer where the employees are covered by a collective bargaining agreement with a Union not signatory to this Agreement or to those employees who have not designated a

an extra day's pay for each holiday, in the week in which he returns to work. Said extra day's pay shall be equivalent to eight (8) hours at the straight-time hourly rate specified in the contract. An employee who was laid off because of lack of work and is not recalled to work within the aforementioned thirty (30) day period is not entitled to the extra pay upon his return. Under no circumstances shall the extra pay referred to herein be construed to be holiday pay, nor shall it be considered as hours worked for weekly overtime.

Section 30.8 All riders to this Agreement shall provide that commencing in 1980 the day after Thanksgiving shall be a holiday.

ARTICLE 31

Health and Welfare Benefits

Health and Welfare will be negotiated on a local rider level subject to approval by T.N.T.I.N.C. Such Agreements shall be incorporated into this Master Agreement.

ARTICLE 32

Pension

Effective the first pay period following July 1, 2011, the Employer shall contribute to the Central States Southeast and Southwest Area Pension Fund for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

The contribution rate as outlined below shall be increased as follows; 6% effective July 29, 2011, 5% effective July 2012, 4% effective July 2013 and 4% effective July 2014

Specific rates shall be reflected in the Local Riders and/or Addendums as approved by the Fund.

For example: If the contribution rate prior to July 1, 2011 was \$173.90 per week per Employee, the rate effective July 1, 2011 shall be \$184.30. Effective July 1, 2012 the rate shall be \$193.50. Effective July 1, 2013 the rate shall be \$201.20. Effective July 1, 2014 the rate shall be \$209.20

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If any employee is granted a leave of absence, the employee shall make arrangements with the Local Union to pay prior to the leave of absence

being effective, sufficient monies for the required contributions into the Pension Fund during the period of absence. It is understood that no contribution need be made for an employee who does not perform work during any week except as set forth above.

There shall be no deduction from equipment-rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or for more, and regardless of the manner of computation of owner-driver compensation. Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph. Action for delinquent health and welfare and pension contributions may be instituted by the Local Union, the Area Region or the Trustees. Employers who are delinquent must also pay all attorney fees and costs of collections.

ARTICLE 33

Separation of Employment

Upon discharge the Employer shall pay all money due to the employee. Upon quitting, the Employer shall pay all money due to the employee on the pay day in the week following such quitting.

ARTICLE 34

Inspection Privileges

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the firm's working schedule.

ARTICLE 35

Separability and Savings Clause

If any Article or Section of this contract or of any Riders thereto should be held invalid by operation of law or by an tribunal of competent jurisdiction, or if compliance with or enforcement of any article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be

MASTER DAIRY AGREEMENT

Period Covered

May 1, 2014 to April 30, 2019

RECEIVED

NOV 10 2014

**CONTRACT
DEPARTMENT**

Central Conference of Teamsters MASTER DAIRY AGREEMENT

ARTICLE I

Scope of Agreement

The Employer herein shall be defined to be the

located at _____
 (Street) (City) (State)

Section 1.2

The Employer is defined above for its fluid milk and/or ice cream plant or other products processed on these premises, agrees to recognize and does herein recognize the Central Conference of Teamsters and Local Union _____ affiliated with the International Brotherhood of Teamsters, as the exclusive bargaining agency for those classifications of employees presently included in the respective unit now represented by said Local Union _____ and recognized by the aforesaid Employer as more fully set forth in the Addendum attached hereto, to which the aforesaid Employer is a party.

Section 1.3

The aforesaid is not binding upon other Employers or other units of an Employer signatory hereto.

ARTICLE 2

Union Shop and Dues

Section 2.1

(a) The Employer agrees to issue to each new employee covered under the Master Dairy Contract, the Local Union's membership card, D.R.I.V.E. card and check-off card during the employee's orientation period. All present employees as defined above who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after

UNIFORM AGREEMENT

between

MICHIANA BUILDERS ASSOCIATION, INC.

and

TEAMSTERS LOCAL UNION NO. 364



RECEIVED

APR 21 2015

**CONTRACT
DEPARTMENT**

Covering the period from June 1, 2013, through May 31, 2018

**UNIFORM AGREEMENT
MICHIANA BUILDERS ASSOCIATION, INC.
06-01-2013 through 05-31-2018**

This Uniform Agreement shall be in effect within the jurisdiction of Local Union No. 364, affiliated with the International Brotherhood of Teamsters. The jurisdiction of Local Union No. 364 includes the following Indiana counties: St. Joseph, Marshall, Elkhart, Kosciusko, LaGrange and Fulton.

This Agreement shall cover all building construction, including all building structures, including modifications thereof or additions or repairs thereto, intended for the use for shelter, protection, comfort or convenience; the demolition and foundation for building construction; and excavation of basements, the hauling of materials on the job site and to and from the job site by the Employer.

The purpose of this Agreement is to establish hours, wages and other conditions of employment and to prevent strikes and lockouts, and to adopt measures for the peaceful settlement of grievances and differences and to prevent waste and unnecessary and avoidable delays and expenses, and for the further purpose of maintaining a cooperative relationship so that the contractors may secure sufficient capable workmen and the workmen may have as much continuous employment as possible, so that stable conditions may prevail in the Construction Industry so that costs may be as low as possible, consistent with fair wage and fair conditions of employment.

The Michiana Builders Association, Inc. of South Bend and Mishawaka, Indiana, and/or individual contractors operating in the jurisdiction as above mentioned are hereinafter referred to as the Employer, and Local Union No. 364, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the following terms and provisions covering wages and working conditions on all work performed in the area of jurisdiction mentioned above.

**ARTICLE 1
RECOGNITION, UNION SHOP AND CHECK-OFF**

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement.

Section 2. The Employer agrees not to direct or require their employees, or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units.

Section 3. The Employer agrees that as a condition of continued employment all present and future employees covered by the Agreement shall become and remain members in good standing in Local Union No. 364, affiliated with the International Brotherhood of Teamsters, no later than either the 7th day following the beginning of their employment or the 7th day following the effective date of this clause, whichever is the later.

Section 4. The Employer agrees to deduct from the pay of all employees covered by this Agreement dues, initiation fees and/or uniform assessments of the Union having jurisdiction over such employees and agrees to remit to said Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

Section 5. The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Local Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

For any time lost during the regular workweek due to inclement weather, employees covered hereunder shall be allowed to work on a voluntary basis on Saturdays up to eight (8) hours, not to exceed forty (40) hours during the workweek at the regular straight-time wage rate.

3. CALL-IN PAY

Employees shall report every workday unless otherwise notified by quitting time the previous day and shall receive two (2) hours' pay at the straight time rate for reporting. However, the employee may be required to remain on the job for the two (2) hour period to perform whatever nonproductive work may be assigned him. If he is dispatched with truck, he shall be paid for four (4) hours. The Company may formulate policy in regard to when an employee shall report for work, and then there shall be no show-up pay.

4. HEALTH AND WELFARE

(a) Effective June 1, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund the sum of Two Hundred Sixty-One Dollars and Fifty Cents (\$261.50) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective June 1, 2014, the Employer shall contribute to the Fund the sum not to exceed Two Hundred Eighty-Seven Dollars and Seventy Cents (\$287.70) per week for each employee. Effective June 1, 2015, the Employer shall contribute to the Fund the sum not to exceed Three Hundred Sixteen Dollars and Fifty Cents (\$316.50) per week for each employee. Effective June 1, 2016 and June 1, 2017, the Employer shall contribute per week for each employee to the Fund the sum necessary to maintain the current level of benefits (Plan MB).

(b) If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to make the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

5. HOLIDAYS

The following shall be considered as legal holidays:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

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**CONTRACT
DEPARTMENT**

6. PENSION

(a) Effective June 1, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Fifty-Seven Dollars and Seventy Cents (\$57.70) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective June 1, 2014, the Employer shall contribute to the Fund the sum of Sixty-One Dollars and Twenty Cents (\$61.20) per week for each employee. Effective June 1, 2015, the Employer shall contribute to the Fund the sum of Sixty-Four Dollars and Ninety Cents (\$64.90) per week for each employee. Effective June 1, 2016, the Employer shall contribute to the Fund the sum of Sixty-Seven Dollars and Fifty Cents (\$67.50) per week for each employee. Effective June 1, 2017, the Employer shall

contribute to the Fund the sum of Seventy Dollars and Twenty Cents (\$70.20) per week for each employee.

(b) If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to make the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

7. VACATIONS

(a) Paid vacations will be granted in accordance with the following schedule:

| <u>Length of Vacation</u> | <u>Years of Service</u> | <u>Minimum Hours Worked Per Calendar Year to Qualify</u> |
|---------------------------|-------------------------|--|
| One Week | One | 1350 Hours |
| Two Weeks | Ten | 1350 Hours |
| Three Weeks | Fifteen | 1350 Hours |

(b) The normal vacation period, due to seasonal business, shall be during December, January, February, and March of any contract year which, however, may be varied by mutual consent between the employee or employees involved and the Company.

(c) It shall be compulsory for an employee to take advantage of the vacation period.

(d) Should an employee not accrue 1350 hours of work during a year, his vacation time shall be pro rated.

8. EQUAL EMPLOYMENT OPPORTUNITY RIGHTS

It is mutually agreed by the Employer and the Union that they will comply with (1) the Equal Employment Opportunity Act of 1972 which amends Title VII of the Civil Rights Act of 1964, (2) Presidential Executive Order #11246 and #11247, and (3) Indiana Fair Employment Act.

9. INDUSTRY FUND

(a) Effective June 1, 1970, an Industry Fund shall be established and the documents pertaining thereto shall be added to this agreement by addendum when prepared. This Fund will apply to all work performed in the jurisdictional area covered by this agreement and each Employer shall contribute to said Fund Ten Cents (10c) per hour for each hour worked by each employee covered by this Agreement. The Employers' Negotiating Committee is authorized by the undersigned organizations and Employers to enter into appropriate documents and agreements necessary for the creation and administration of such Fund. Effective June 1, 2004, each Employer shall contribute to said Fund fifteen cents (15c).

(b) This Fund shall be administered by the Employer or by an employer organization designated in the document or documents creating such Fund.

(c) It is expressly understood and agreed that no employee, Employer or Union has or will have any vested or proprietary interest in or right to any sum constituting a part of said Fund. It is further expressly understood and agreed that there shall be specifically excluded from the purposes of this Industry Fund the right to use any portion of such Fund for lobbying in support of anti-labor legislation or to subsidize employers during a period or periods of work stoppage or strikes.

2013 - 2018

ROAD BUILDERS AGREEMENT

between the

LABOR RELATIONS DIVISION

of the

MICHIGAN INFRASTRUCTURE AND
TRANSPORTATION ASSOCIATION

and the

MICHIGAN TEAMSTERS JOINT COUNCIL 43

Effective June 1, 2013

MITA - Road Builders

Multiple Locals.

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SEP 12 2013

CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of June, 2013, by and between the LABOR RELATIONS DIVISION OF THE MICHIGAN INFRASTRUCTURE AND TRANSPORTATION ASSOCIATION, (hereinafter called the "Association") and the MICHIGAN TEAMSTERS CONFERENCE JOINT COUNCIL No. 43, for and on behalf of those Local Unions of the International Brotherhood of Teamsters, having jurisdiction over the work covered by this Agreement, (hereinafter called the "Union").

The Association is acting only as the collective bargaining agent in the negotiation and administration of this Agreement for those individual Contractor members of the Association who have authorized it so to act (hereinafter called the "Contractor") and in no event shall the Association be bound as principal or be held liable in any manner for any breach of this Agreement by any Contractor. It is further understood and agreed that the liabilities of the Contractor members of the Association who become parties to this Agreement shall be several and not joint.

The purpose of this Agreement is to determine the hours, wages and to adopt measures for the settlement of differences and maintaining a cooperative relationship so as to have as much continuous employment for contractors and workers as possible without interruption by strikes, lockouts, or other labor trouble.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the Contractor and the Union Hereby agree as follows:

ARTICLE 1 SCOPE OF AGREEMENT AND OPERATIONS COVERED

It is understood and agreed that this Agreement shall cover all airport construction work (exclusive of buildings) and all highway, parking lot, roadway and bridge construction work and bicycle paths, running tracks and bridle paths which any Contractor bound by this Agreement performs within the State of Michigan and which comes within the jurisdiction of the Union.

ARTICLE 2 RECOGNITION-UNION SHOP AND DUES

- (a) The Contractor recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours, and other conditions of employment as called for by this Agreement for all workers performing the work within the State of Michigan; and the Union recognizes the Labor Relations Division of the Michigan Infrastructure and Transportation Association as the sole and exclusive collective bargaining agent for all of its members who have appointed the Labor Relations Division as its bargaining agent for the purpose of collective bargaining within the State of Michigan

Example: On 4/2/17, the MCTWF contribution increases to \$470.00. The Employer contribution will remain at \$455.00 and the employee co-pay will increase from \$10.00 to \$15.00, to cover the additional cost.

Employees will contribute their co-pay amount through weekly payroll deduction.

A regularly employed Company driver or regularly employed Owner-Operator is an employee driver who has worked thirty (30) days for the Contractor since his/her last date of hire. All payments into the MCTWF must be made within fifteen (15) calendar days from the end of each calendar month to the J.P. Morgan Chase Bank, NA, which bank has been made depository for the Michigan Conference of Teamsters' Welfare Fund.

The Contractor agrees to make up to an additional three (3) weeks of contributions for each regularly employed seniority driver for each contract year following the layoff of such employee. No such contribution shall be made by the Contractor if the employee quits or is terminated. The contract year shall be the period from June 1st one (1) year to May 31st in the next year. The MCTWF will also provide up to three (3) benefit bank weeks per employee per year. Employees are not eligible for MCTWF provided extended coverage until they have exhausted the three (3) weeks, provided by the Contractor. There shall be no carryover of unused bank weeks from one (1) year to the next. The Contractor's additional contribution of up to three (3) weeks shall only be used for layoffs and shall not be utilized for any other reason. Benefit weeks do not apply to voluntary or involuntary termination, or the Contractor continues participation in the MCTWF, and cannot be selectively applied.

PENSION FUND

- (b) The Contractor agrees to pay into the Central States Southeast and Southwest Areas Pension Fund (CSPF) for each regularly employed Contractor driver and for each regularly employed Owner-Operator a contribution according to the schedule below.

| <u>Effective:</u> | <u>Daily rate (paid on all days worked):</u> |
|-------------------|--|
| June 1, 2013 | \$52.90 |
| June 1, 2014 | \$56.10 |
| June 1, 2015 | \$59.50 |
| June 1, 2016 | \$61.90 |
| June 1, 2017 | \$64.40 |

Any additional increase in the CSPF contribution prior to June 1, 2018 shall be offset by reducing the wage rates to cover the cost of the Pension contribution increase. A regularly employed Company driver or a regularly employed Owner-Operator is an employee driver who has worked thirty (30) days for the

Contractor since their last date of hire. All payments into the Central States Southeast and Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month to the Mellon Bank, P.O. Box 10291, Palantine, Illinois, 60055-0291.

- (c) Contributions to the MCTWF and to the CSPF must be made for each week on each regular employee, even though such employee may work only part time under the provisions of this Agreement. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provision of this Paragraph.

The Employer agrees to abide by the MCTWF's policies and procedures as provided for in their participation agreement.

- (d) If an employee is absent because of illness or off-the-job injury and notifies the Contractor of such absence, the Contractor shall continue to make the required contributions to the MCTWF and to the CSPF for a period of four (4) weeks. If an employee is injured on-the-job, the Contractor shall continue to pay the required pension and welfare contributions while said employee is unable to work and is receiving weekly benefits under the Michigan Workers' Compensation law; provided, however, such contributions shall be paid for a period of more than twelve (12) months.

The Employer agrees to an addendum to the Agreement to allow bargaining unit employees to opt out of MCTWF coverage pursuant to the Employer's Cafeteria Plan maintained in compliance with section 125 of the Internal Revenue Code and subject to and in accordance with the terms and conditions of MCTWF's Opt Out Rules and compensate weekly to said employee(s), during the opt out period, fifty percent (50%) of the total Employer weekly contribution amount.

- (e) When an employee is laid off, the Contractor will accept from the employee or deduct from their last paycheck the welfare or pension contributions or both provided for in this Agreement, as mutually agreed to between the Contractor and the employee. The employee must, however, commence making their contribution with the first (1st) week following his/her layoff and must remit such contributions to the appropriate fund. The Contractor shall have no obligation for the collection of such contributions and the employee shall be responsible for making the contribution payments to the Contractor.
- (f) A Contractor shall grant no leave of absence unless an employee shall submit in writing a request for such leave and an authorization to deduct from their last wages sufficient monies to pay the required contributions into the MCTWF and to the CSPF during the period of absence.
- (g) In those instances where the Contractor is involved in an "Owner-Operator" arrangement, there shall be no deduction from the equipment rental of Owner-

Operators by virtue of the contributions made to the MCTWF and to the CSPF, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

- (h) In the case of Owner-Operators who are terminated by the Contractor for lack of work and subsequently are re-employed by the same Contractor, they shall not be required to reestablish their eligibility for health and welfare and pension contributions by working thirty (30) days provided they are recalled to work within two (2) years from the termination date of their last employment with the Contractor. In the event such Owner-Operator is offered employment by the Contractor and fails to report to work he/she shall be required to reestablish their eligibility for pension and health and welfare payments.
- (i) Notwithstanding anything herein contained, it is agreed that in the event any Contractor is delinquent at the end of a monthly period in the payment of its contribution to the MCTWF or the CSPF, in accordance with the rules and regulations of the trustees of such funds, and after the proper official Union shall have given seventy-two (72) hours' notice to the Contractor of such delinquency in the health and welfare or pension fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made.
- (j) It is agreed that the health and welfare fund and pension fund will be separately administered, each jointly by Contractor and Union in compliance with all applicable laws and regulations, both state and federal.

ARTICLE 13 INDUSTRY PROMOTION FUND

- (a) The Contractor agrees to pay to the Michigan Infrastructure and Transportation Association Industry Promotion Fund twelve cents (12¢) for all hours paid each employee working under this Agreement, without regard to whether the employee was working on straight-time or overtime.
- (b) The contributions to the Industry Promotion Fund shall be deposited each month, or at such other regular intervals as may be determined by the Association, to the depository designated by the Association and such contributions shall be reported on such form as may be designated by the Association.
- (c) The activities of the Industry Promotion Fund shall be determined by the Association and shall be financed from the payments herein provided for.
- (d) The Contractor hereby agrees that the designated representative of the Association shall be permitted, upon request, to audit the payroll records of the Contractor to determine compliance with this Article.

AGGREGATE AGREEMENT

Between

**The Labor Relations Division
MICHIGAN INFRASTRUCTURE &
TRANSPORTATION ASSOCIATION**

And

**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, LOCAL UNIONS
Nos. 247, 332, 337 and 614**

April 1, 2012 – March 31, 2017

RECEIVED

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**CONTRACT
DEPARTMENT**

TRUCK DRIVERS' AGGREGATE AGREEMENT

THIS AGREEMENT between THE LABOR RELATIONS DIVISION, MICHIGAN INFRASTRUCTURE & TRANSPORTATION ASSOCIATION (MITA), hereinafter called the "Association" representing its members who are hereinafter referred to as the "Employer," and TEAMSTERS LOCAL UNION No. 247, 2741 Trumbull Avenue, Detroit, Michigan, LOCAL UNION No. 332, 1502 So. Dort Hwy, Flint, Michigan, and LOCAL No. 337, 2801 Trumbull Avenue, Detroit, Michigan, LOCAL UNION No. 614, 250 N. Perry Street, Pontiac, Michigan, affiliates of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union" shall remain in full force and in effect from April 1, 2012 through and including March 31, 2017, and thereafter from year to year unless changed in accordance with Article XXII of this Agreement.

FURTHER, this Agreement between the Employer and the Union shall be in effect and applicable to the Counties of WAYNE, OAKLAND, MACOMB, WASHTENAW, MONROE, ST. CLAIR, GENESEE, SHIAWASSEE AND LAPEER, in the STATE OF MICHIGAN, for its duration.

It is understood that the Labor Relations Division, Michigan Infrastructure & Transportation Association is acting as an agent in the negotiation of this Agreement, and that it is agent only for those Employers C individuals, partnerships and corporations -- who have authorized it so to act, and in no event shall it be bound as principal or be held liable in any manner for any breach of this Agreement by any of the Employers for whom it is acting or any employee of such Employers. It is further agreed and understood that the liabilities of the Employers who have authorized the negotiation and execution of this Agreement shall be several and not joint.

WHEREAS, it is the intent and purpose of the parties hereto to determine the hours, wages and other conditions of employment, and to adopt measures for the settlement of differences and maintaining a cooperative relationship so that the Employers may secure sufficient capable employees and the employees may have as much continuous employment as possible without interruption by strikes, lockouts or other labor troubles;

WHEREAS, the Association and Union are parties to two other separate and distinct labor contracts covering underground work as defined in that labor contract ("Underground Labor Contract") and roadwork as defined in that labor contract ("Road Labor Contract");

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the Employer and the Union hereby agree as follows:

ARTICLE XIV
Pension

(a) On the effective date of this Agreement, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each regularly employed driver the sum of \$20.10 for each day worked up to a maximum of \$100.50 per week.

(b) Effective April 1, 2013, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each regularly employed driver the sum of \$20.90 for each day worked up to a maximum of \$104.50 per week.

(c) Effective April 1, 2014, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each regularly employed driver the sum of \$21.70 for each day worked up to a maximum of \$105.50 per week.

(d) Effective April 1, 2015, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each regularly employed driver the sum of \$22.60 for each day worked up to a maximum of \$113.00 per week.

(e) Effective April 1, 2016, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each regularly employed driver the sum of \$23.50 for each day worked up to a maximum of \$117.50 per week.

(f) Contributions to the Pension Fund must be made for each day on each regular employee up to the weekly maximum, even though such employee may work only part-time under the provisions of this contract, including paid vacations. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

(g) If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the Pension Fund for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than fifty-two (52) weeks.

(h) Should a regularly employed driver receive 160 days or more of pension contributions but less than 180 days of contributions, the Employer will submit payment to the Pension Fund to assure that the regularly employed driver receives 180 days of contributions.

This provision does not apply to regularly employed drivers who voluntarily quit, are discharged for just cause or who retire prior to the end of a calendar year.

(i) Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of his contributions to the Pension Fund, in accordance with the rules and regulations of the Trustees of the fund, and after the proper official of the Local Union shall have given seventy-two (72) hours' notice, excluding

Saturdays, Sundays and holidays, to the Employer of such delinquency in the Pension Fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made; and it is further agreed that the employer shall be responsible to the employees for loss of Pension benefits resulting from the Employer's delinquency.

(j) It is agreed that the Pension Fund will be separately administered, jointly by Employers and Union in compliance with all applicable laws and regulations, both State and Federal, and that Employers executing this Agreement may, if they so desire, appoint a representative to be made a member of such existing joint trusteeship presently administering the Fund.

(k) By execution of this Agreement, the Employer authorizes the Employers' Associations, who are signatories to similar collective bargaining agreements signed with Teamsters' Unions, to enter into appropriate trust agreements necessary for the administration of such funds, and to designate the employer Trustees under such trust agreements, hereby waiving all notice thereof and ratifying all actions taken or to be taken by such Trustees within the scope of their authority.

(l) Employees covered by the parties' Underground Labor Contract or by the Road Labor Contract ("Labor Contract Employees") shall continue to receive the Central States Pension level of participation as set forth in their respective Labor Contract, and employers of the Labor Contract Employees shall continue to make the Central States Pension contributions as set forth in the Underground Labor Contract or in the Road Labor Contract, whether or not those Labor Contract Employees are engaged in work covered by this Aggregate Agreement.

(m) Employees other than Labor Contract Employees who, at various times, may perform work covered by this Aggregate Agreement, and at various other times, may perform work covered by the Underground Labor Contract or by the Road Labor Contract, shall participate in, and have contributions made to, Central States Pension, as set forth in the applicable Labor Contract covering the work performed.

ARTICLE XV ***Defective Equipment***

No employee shall be compelled to take out equipment that is not mechanically sound and properly equipped to conform with all applicable safety equipment as prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless refusal is unjustified.

ARTICLE XVI ***Overweight Tickets***

The Employer will be responsible for any overweight ticket received by his employee in the course of his employment, provided the employee received the ticket while traveling the route designated by the Employer.

2012-2017

UNDERGROUND AGREEMENT

Between

**The Labor Relations Division
MICHIGAN INFRASTRUCTURE AND TRANSPORTATION ASSOCIATION**

and

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL UNIONS
Nos. 247, 332, 337 and 614**

EFFECTIVE

April 1, 2012 – March 31, 2017

RECEIVED

APR 24 2012

**CONTRACT
DEPARTMENT**

TRUCK DRIVERS AGREEMENT

THIS UNDERGROUND AGREEMENT between THE LABOR RELATIONS DIVISION, MICHIGAN INFRASTRUCTURE AND TRANSPORTATION ASSOCIATION (MITA), hereinafter also called the "Association" representing its members who are hereinafter referred to as the "Employer," and TEAMSTERS LOCAL UNION No. 247, 2741 Trumbull Avenue, Detroit, Michigan, LOCAL UNION No. 332, 1502 So. Dort Hwy, Flint, Michigan, and LOCAL No. 337, 2801 Trumbull Avenue, Detroit, Michigan, LOCAL UNION No. 614, 250 N. Perry Street, Pontiac, Michigan, affiliates of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union" shall remain in full force and effect from April 1, 2012 until March 31, 2017, and thereafter from year to year unless changed in accordance with Article XXIII of this Agreement.

FURTHER, this Agreement between the Employer and the Union shall be in effect and applicable to the Counties of WAYNE, OAKLAND, MACOMB, WASHTENAW, MONROE, ST. CLAIR, GENESEE, SHIAWASSEE AND LAPEER, in the STATE OF MICHIGAN, for its duration.

It is understood that the Labor Relations Division, Michigan Infrastructure and Transportation Association is acting as an agent in the negotiation of this Agreement, and that it is agent only for those Employers – individuals, partnerships and corporations – who have authorized it so to act, and in no event shall it be bound as principal or be held liable in any manner for any breach of this Agreement by any of the Employers for whom it is acting or any employee of such Employers. It is further agreed and understood that the liabilities of the Employers who have authorized the negotiation and execution of this Agreement shall be several and not joint.

WHEREAS, it is the intent and purpose of the parties hereto to determine the hours, wages and other conditions of employment, and to adopt measures for the settlement of differences and maintaining a cooperative relationship so that the Employers may secure sufficient capable employees and the employees may have as much continuous employment as possible without interruption by strikes, lockouts or other labor troubles;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the Employer and the Union hereby agree as follows:

contribution so that the employee receives the 40 weeks of contributions necessary to obtain retiree health care coverage. Similarly, if an employee works 46 weeks or more, the employer shall make the necessary weekly contribution to bring the employee to 50 weeks of contributions. In no event shall the employer pay more than once for the same week of coverage.

(j) All payments into the MCTWF must be made within fifteen (15) days from the end of each calendar month to the J.P. Morgan Chase Bank N.A., which bank has been made depository for the MCTWF.

(k) The Employer agrees to abide by the Michigan Conference of Teamsters Welfare Fund's policies and procedures as provided in their Participation Agreement.

(l) The Employer agrees to allow bargaining unit employees to opt-out of the Michigan Conference of Teamsters Welfare Fund (MCTWF) coverage pursuant to the Employer's Cafeteria Plan maintained in compliance with section 125 of the Internal Revenue Service Code and subject to and in accordance with the terms and conditions of MCTWF's Opt-Out Rules and compensate said employee(s), during the opt-out period, fifty percent (50%) of the total Employer weekly contribution amount.

ARTICLE XV

Pension

(a) Effective April 1, 2012, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each regularly employed driver and each regularly employed owner-operator a contribution of \$52.90 for each day worked up to a maximum of \$264.50 per workweek.

(b) Effective April 1, 2013, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each regularly employed driver and each regularly employed owner-operator a contribution of \$55.00 for each day worked up to a maximum of \$275.00 per workweek.

(c) Effective April 1, 2014, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each regularly employed driver and each regularly employed owner-operator a contribution of \$57.20 for each day worked up to a maximum of \$286.00 per workweek.

(d) Effective April 1, 2015, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each regularly employed driver and each regularly and each regularly employed owner-operator a contribution of \$59.50 for each day worked up to a maximum of \$297.50 per workweek.

(e) Effective April 1, 2016, the Employer agrees to pay into the Central Southeast and Southwest Areas Pension Fund for each regularly employed driver and

each regularly employed owner-operator a contribution of \$61.90 for each day worked up to a maximum of \$309.50 per workweek.

(f) All payments into the Central States Southeast and Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month to the American National Bank, P.O. Box 1431, Chicago, Illinois 60690, Account No. 7000.

(g) A regularly employed driver, or regularly employed owner-operator, is an employee driver who has worked for thirty (30) days since his last date of hire.

(h) Contributions to the MCTWF and Pension Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this contract, including paid vacations. Employees who work either temporarily, or in cases of emergency under the terms of this contract, shall not be covered by the provisions of this paragraph.

(i) If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the MCTWF and Pension Fund for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than fifty-two (52) weeks.

(j) Should a regularly employed driver receive 160 days or more of pension contributions but less than 180 days of contributions, the Employer will submit payment to the Pension Fund to assure that the regularly employed driver receives 180 days of contributions.

This provision does not apply to regularly employed drivers who voluntarily quit, are discharged for just cause or who retire prior to the end of a calendar year.

(k) In those instances where the Employer is involved in an "owner-operator" arrangement, there shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the MCTWF and the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

(l) Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of his contributions to the MCTWF and/or Pension Fund, in accordance with the rules and regulations of the Trustees of such funds, and after the proper official of the Local Union shall have given seventy-two (72) hours' notice, excluding Saturdays, Sundays and holidays, to the Employer of such delinquency in the MCTWF and Pension Fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made; and it is further agreed that the employer shall be

responsible to the employees for loss of Health and Welfare and Pension benefits resulting from the Employer's delinquency.

(m) It is agreed that the MCTWF and Pension Fund will be separately administered, each jointly by Employers and Union in compliance with all applicable laws and regulations, both State and Federal, and that Employers executing this Agreement may, if they so desire, appoint a representative to be made a member of such existing joint trusteeship presently administering the Fund.

(n) By execution of this Agreement, the Employer authorizes the Employers' Associations, who are signatories to similar collective bargaining agreements signed with Teamsters' Union, to enter into appropriate trust agreements necessary for the administration of such funds, and to designate the employer Trustees under such trust agreements, hereby waiving all notice thereof and ratifying all actions taken or to be taken by such Trustees within the scope of their authority.

ARTICLE XVI Defective Equipment

No employee shall be compelled to take out equipment that is not mechanically sound and properly equipped to conform with all applicable safety equipment as prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless refusal is unjustified.

ARTICLE XVII Overweight Tickets

The Employer will be responsible for any overweight ticket received by his employee in the course of this employment, provided the employee received the ticket while traveling the route designated by the Employer.

ARTICLE XVIII Liability of Parties

(a) The Employer agrees it will not hold the Union liable for any acts of its members not authorized by said Union. The Union agrees that it will, on written request of the Employer, notify the Employer in writing within forty-eight (48) hours after receipt of said request whether the act of the member or members of the Union so complained of was or was not authorized, and, if not authorized, the Union agrees that it will take immediate steps to rectify the situation complained of.

(b) The Union agrees that it will not hold the Employer liable for any acts of the agents of said Employer not authorized by said Employer. The Employer agrees that



**2013 - 2016
WORKING AGREEMENT**

between

**Minneapolis Automobile
Dealers' Association**

and

**Garage Maintenance,
Machine Warehousemen,
Repairmen, Inside Men,
Helpers and Plastic Employees,
Local No. 974 Affiliated
With The International
Brotherhood of Teamsters**



3001 University Avenue S.E.
Minneapolis, Minnesota 55414
(612) 331-2200

Replacement copy \$1

WORKING AGREEMENT

THIS AGREEMENT, entered into between MINNEAPOLIS AUTOMOBILE DEALERS' ASSOCIATION, for and on behalf of all its members through its Labor Committee, hereinafter referred to as the "Employer Committee," and LOCAL UNION NO. 974, GARAGE MAINTENANCE, MACHINE WAREHOUSEMEN, REPAIRMEN, INSIDE MEN, HELPERS AND PLASTIC EMPLOYEES, Minneapolis and vicinity, Minnesota, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, for itself and on behalf of the employees of the Employer covered by this Agreement, hereinafter referred to as the "Union Committee."

The dealer members of the Association are hereinafter referred to as the "Employer" or "Employers."

ARTICLE I RECOGNITION

Section 1.1. The Employer agrees to recognize, and does hereby recognize, the Union, its agents and representatives, as the exclusive bargaining agency for all of the employees of the Employer as herein defined. The term "employee" shall exclude any individual that satisfies the definition of a supervisor, set forth in Section 2(11) of the National Labor Relations Act.

Section 1.2. Subject to the provisions of Section 1, the term "employee" as used in this Agreement shall include advanced diagnostic and repair technicians, automotive technicians, heavy duty truck technicians, automobile machinists, electrical machinists, ignition and battery repairmen, radiator employees, body technicians and fender employees, blacksmiths, automotive trimmers, painters, assemblers, speedometers, carburetors and axle straightening, radio employees, washers, greasers, simonizers, sanders, tapers, prep employees, detailer/polishers, drivers, service sales employees, floor employees, working foreperson, assistant managers who work four (4) hours or more in any department coming under our jurisdiction, parts persons, janitors.

Such employee shall be compensated in the amount of \$2.00 above the hourly guarantee and incentive rates established for automotive technicians, provided, that if such employee performs light duty work, such employee shall be compensated for such work as an automotive technician performing light duty work, as set forth in the collective bargaining agreement, except that the \$4.50/\$5.50 per hour produced premium shall be increased by the incentive differential paid to advanced diagnostic repair technicians.

ARTICLE XXIII

PAY DAY

Section 23.1. Wages shall be paid on Tuesday of each week or any other day by mutual agreement in cash or negotiable check with not more than four (4) days held back. Wages may be paid by direct deposit to the employee's bank account, unless the employee has provided the Employer with written objection to such method of payment, as provided by Minnesota law.

Section 23.2. Employees shall receive their pay one (1) hour before employee's regular quitting time on pay day.

ARTICLE XXIV

JURY DUTY

Section 24.1. The difference between jury duty pay and straight time pay for regular employees shall be absorbed by the Employer with a maximum of ten (10) days per calendar year.

ARTICLE XXV

HEALTH AND WELFARE AND PENSION

FUNDS, CONTRACT REOPENER

Section 25.1. Effective April 16, 2013, the Employer will pay \$483.43 per month to the Health and Welfare Plan (including the Dental Program) for single coverage health insurance, and \$583.43 for family coverage. The contributions will be paid on behalf of all employees actively engaged on the first work day of each month.

Health and welfare contributions shall be due on behalf of factory sponsored trainees and vo-tech students only for the time that such individuals are actively employed by the dealership. In addition, the Employer shall make an additional contribution of \$1.73 per month on behalf of each employee eligible for a contribution to the Plan. The Plan shall forward the additional contribution to the Teamsters Service Bureau to defray the cost of services provided to employees by the Bureau. Payments will be due to the Fund no later than the 10th day of each month.

Effective April 16, 2013, the employee contribution for family coverage will be \$310.00 per month, and the employee contribution for single coverage will be \$185.00. Employee contributions will be deducted from their pay.

The Employer shall increase its contribution to the Health and Welfare Plan by \$0.05 per hour effective April 15, 2014, and by an additional \$0.05 per hour effective April 15, 2015, if such additional contributions are required by the trustees. In the event any further increase in contribution is required in the judgment of the Trustees, the Employer and employees covered by this Agreement will each pay fifty percent (50%) of the amount determined to be necessary by the Trustees to maintain benefits.

When an employee is unable to work by reason of absence due to illness or injury, the Employer will continue to contribute to the trust fund for up to thirteen (13) calendar weeks. An employee must return to work for thirty (30) work days to requalify for thirteen (13) weeks of contribution for the same illness or injury.

Each Employer bound by this Agreement shall install a Section 125 Plan to permit employees to pay their contribution towards the cost of health insurance benefits, child care expenses, and out-of-pocket medical, dental, and eye care expenses on a pre-tax basis. The Employer's obligation to maintain such a plan is contingent upon such plans remaining permissible under the Internal Revenue Code.

Section 25.2. Unanticipated Costs During the Term of this Agreement. This contract may be reopened by either party at any time during the term of the Agreement, in the event that there are unanticipated issues concerning costs, or coverage, as a result of the Patient Protection and Affordable Care Act of 2010.

Section 25.3. Any Employer who becomes delinquent on welfare premium payments or Pension contributions as required by this Article shall be subject to work stoppages or strikes ten (10) days after a notice of delinquency has been sent to the Employer, and such work stoppages or strikes shall not be in violation of this Agreement.

Section 25.4. Signatory Employers will pay the following amounts to Central States Southeast and Southwest Area Pension Plan:

| | |
|---------------------------|-------------------|
| Effective October 1, 2013 | \$173.90 per week |
| Effective October 1, 2014 | \$184.30 per week |
| Effective October 1, 2015 | \$193.50 per week |
| Effective October 1, 2016 | \$201.20 per week |
| Effective October 1, 2017 | \$209.20 per week |

If any of these scheduled contribution increases occur mid-week, the Employer's obligation to pay the increased contribution amount shall not actually become effective until the first work day of the week following the increase.

The foregoing contribution rates are intended to represent the Employer's total weekly cost for providing pension benefits during the term of this agreement. If the pension plan requires contributions that are in excess of these amounts, or, the pension plan fails to meet the minimum contribution requirements of ERISA, or the Internal Revenue Code, and that failure results in the imposition of an excise tax, the applicable incentive and guaranteed hourly wage rate shall be immediately reduced in an amount equivalent to the additional costs, calculated on an hourly basis. If such event occurs, either party may request that negotiations be commenced in an effort at reaching agreement upon any alternative which will accomplish an equivalent reduction through

reduced wage rates and/or fringe benefits. All other provisions of this contract shall remain in full force and affect during such negotiations.

Section 25.5. No contributions will be required to either the Health and Welfare Plan or the Pension Fund on behalf of part time employees who are scheduled to work twenty (20) or less hours per week. The infrequent performance of work in excess of twenty hours per week does not obligate the Employer to make health and welfare contributions on the employee's behalf. However, if a part-time employee works 1200 or more hours during any calendar year, a contribution will be required for any full month remaining in that calendar year. The obligation to contribute shall continue until the employee works less than six hundred hours during two consecutive calendar quarters, and a permanent revision has been made to the employee's work schedule so that the employee is scheduled to work twenty hours or less per week.

Provided, however, that a contribution will be required to the Pension Plan if such an employee works one thousand (1,000) hours or more in any twelve (12) month period. Contributions on behalf of such an employee shall be required, thereafter, for any week in which the employee is on the payroll.

No contributions shall be required to the Pension Fund on behalf of any employee in a classification covered by this Agreement during the probationary period set forth in Article X, or any extension thereof.

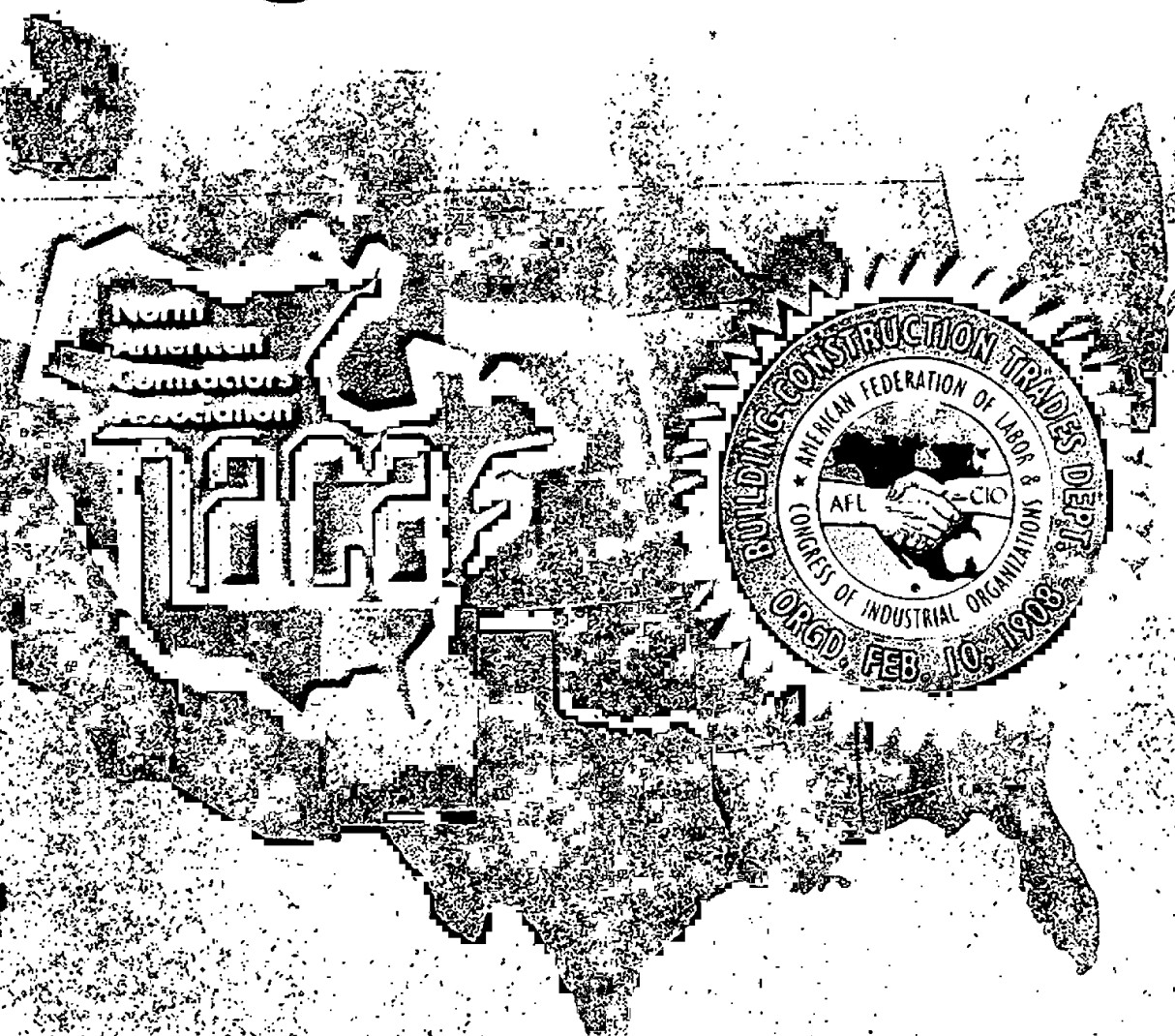
ARTICLE XXVI

PROTECTION OF RIGHTS

Section 26.1. It shall not be a violation of this contract and it shall not be a cause for discharge if any employee or employees refuse to go through the picket line of a Union.

Section 26.2. The Union agrees that, in the event the Employer becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement.

The National Construction Agreement



NOW, THEREFORE, the Employers and the Unions in consideration of the mutual promises and covenants herein contained, mutually agree as follows:

ARTICLE 1

PURPOSE

Section 1-1. The purpose of this Agreement is to promote efficiency of construction operations on all projects covered by this Agreement and provide for peaceful settlement of labor disputes without strikes or lockouts thereby promoting the public interest in assuring the timely and economical completion of the work.

Section 1-2. It is also the intent of the parties to set out standard working conditions for the efficient prosecution of said construction work, herein to establish and maintain harmonious relations between all parties to the Agreement, to secure optimum productivity and to eliminate strikes, lockouts, or delays in the prosecution of the work undertaken by the Employer.

ARTICLE 2

RECOGNITION

Section 2-1. The Employer recognizes the Building and Construction Trades Department and the signatory International Unions as the sole and exclusive bargaining representatives for its craft employees employed on the jobsite covered by this Agreement. Unions signatory to this Agreement will have recognition on the approved project of the Employer.

ARTICLE 3

SCOPE OF AGREEMENT

Section 3-1a. It is the intent of the parties that this Agreement be utilized as a construction agreement throughout the United States.

Section 3-1b. This Agreement and its addendums and interpretations shall apply to projects that meet the criteria established by the North American Contractor Association (NACA) and the Building and Construction Trades Department (BCTD) and approved in accordance with Section 4.1.

Section 3-2. This Agreement shall not apply to executives, engineers, draftsmen, supervisors, assistant supervisors, timekeepers, messengers, office workers, guards, or other non-manual employees.

Section 3-3. This Agreement represents the complete understanding of the parties and none of the provisions in any local, regional/area or national collective bargaining agreement shall apply to the project unless specifically incorporated in this Agreement. It is understood that this is a self-contained stand alone Agreement and that by virtue of having become bound to this Agreement, neither the Employer nor its subcontractors or sub-tier subcontractors will be obligated to sign any other local, regional or national agreement. Where a conflict exists over the intent of this Agreement, it shall be submitted to the Joint Administrative Committee as outlined in Section 4-3.

ARTICLE 10

WAGE SCALES AND BENEFITS

Section 10-1. The Employer agrees to pay base hourly wage rates for those classifications outlined in Appendix A covering the signatory International Unions.

Section 10-1a. The Employer and the Unions agree that wage premiums, such as those based on height of work, type of work or materials, special skills, etc. impose unreasonable costs on construction, are considered contrary to the best interest of the industry, and shall not be paid on the approved project of the Employer. Exception: Does not apply to Cooling Tower and Stack Work because of unique construction format.

Section 10-1b. Base hourly wage rates other than those established in bona fide local collective bargaining will be settled between the Employer and the local Unions.

Section 10-2. The Employer agrees to pay employees benefit contributions as outlined in Appendix A.

Section 10-2a. The Employer and the Unions agree that only bona fide employee benefits as accrue to the direct benefit of the employee (such as pension, health and welfare, vacation, apprenticeship and training funds) shall be included in Appendix A and paid by the Employer on the approved project. Industrial promotion or administrative funds which do not accrue to the direct benefit of employee are not considered benefits for the purposes of this Agreement and need not be paid by the Employer on the approved project.

Section 10-2b. The Employer adopts and agrees to be bound by the written terms of legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Employer authorizes the parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Employer. Nothing contained in this Section is intended to require the Employer to become a party to nor be bound by a local collective bargaining agreement except for the employee benefit fund contributions as required herein, nor is the Employer required to become a member of any employer group or association as a condition for making such contributions.

Section 10-2c. In order to assure the payment of all applicable fringe benefits, the subcontractor(s) shall submit with each request for progress payment to the Employer, a letter from each respective Union(s) Fringe Benefit Fund Office stating that all fringe benefits have been paid in full. If the subcontractor(s) does not submit a letter from each respective Union(s) Fringe Benefit Fund Office stating that all fringe benefits have been paid in full, the Employer will not make the progress payment.

Section 10-3a. The parties agree to participate in the NACA-BCTD Labor-Management Cooperation Trust Fund, established under the authority of Sec (6b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Sec. 175(a) and Sec 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Sec. 186(c)(9).

Each NACA member Employer performing work on a project covered by this Agreement shall contribute to The NACA-BCTD Labor-Management Cooperation Trust (LMCT) the amount of two cents (\$0.02) per hour for each hour worked by each individual employee covered by this Agreement up to one million hours on the project covered by the Agreement. The

contribution rate will be reduced to one cent (\$0.01) per hour for each hour worked by each employee covered by this Agreement for all hours worked in excess of one million hours.

All subcontractors or lower tier subcontractors, shall contribute the amount of one cent (\$0.01) per hour for all hours worked on a project covered by this agreement to the LMCT regardless of hours worked on the project.

Payment shall be forwarded monthly to the LMCT in a form and manner to be determined by the Trustees. The Trust Fund is formed and created for the purpose of:

- a) developing/introducing new workplace technologies and practices;
- b) creating joint Employer/Union approaches to resolving issues affecting the construction industry;
- c) implementing the purposes of the Labor Management Cooperation Act of 1978;
- d) developing a productive dialogue with users of construction services;
- e) exploring ways of increasing productivity of both labor and management, and eliminating problems which reduce competitiveness and economic development in the construction industry;
- f) collecting and disseminating technical data on matters of concern to the construction industry, including but not limited to upcoming projects, hours worked and accidents;
- g) implementing programs to attract additional workers, including minorities and women, to the construction industry;
- h) exploring ways to improve the skills and number of construction workers through apprenticeship and journeyman training;
- i) developing innovative approaches to providing workers' compensation coverage; and
- j) investigating construction industry accidents for causes and ways to prevent similar accidents in the future.

Section 10-3b. The LMCT shall function in accordance with, and as provided in, the Agreement and Declaration of Trust creating the fund, and any amendments thereto, and any other of its governing documents. Each Employer performing work covered by this Agreement approves and consents to the appointment of the Trustees designated pursuant to the Trust Agreement establishing the LMCT and hereby adopt and agrees to be bound by the terms and provisions of the Trust Agreement.

Section 10-3c. Employers who fail to pay contributions or other payments owed to the LMCT within thirty (30) days of the date when such contributions or other payments are due shall be liable to the Trust for all costs of collection incurred by the Trust, including attorneys' fees and court costs. The Trustees are empowered to initiate proceedings at law or equity, and to take any other lawful action necessary to collect contributions and all other payments due.

Section 10-4a. Each Employer performing work on a project covered by this Agreement shall contribute to The North American Contractors Association Contract Administration Trust Fund ("Contract Administration Fund") the amount of one-half cent (\$0.005) per hour for each hour worked or paid by each individual employee covered by this Agreement not to exceed a maximum contribution on any single project for all employees covered by the Agreement of two thousand five hundred dollars (\$2,500.00). Payment shall be forwarded monthly to the North American Contractors Association in a form and manner to be determined by the Trustees. The Contract Administration Fund is an Employer-established trust formed and created for the purposes of establishing, implementing and administering uniform labor relations policies and for the negotiation and administration of the provisions of this Agreement. The Contract

Administration Fund is administered solely by a Board of Trustees selected by the Employers in accordance with the Trust Agreement. The Union shall have the right, not more than once per year, to independently audit the Contract Administration Fund.

Section 10-4b. The Contract Administration Fund shall function in accordance with, and as provided in, the Agreement and Declaration of Trust creating the fund, and any amendments thereto, and any other of its governing documents. Each Employer performing work covered by this Agreement approves and consents to the appointment of the Trustees designated pursuant to the Trust Agreement establishing the Contract Administration Fund and hereby adopts and agrees to be bound by the terms and provisions of the Trust Agreement.

Section 10-4c. Employers who fail to pay contributions or other payments owed to the Contract Administration Fund within thirty (30) days of the date when such contribution or other payment are due shall be liable to the Trust for all costs of collection incurred by the Trust, including attorneys' fees and court costs. The Trustees are empowered to initiate proceedings at law or equity, and to take any other lawful action necessary to collect contributions and all other payments due.

ARTICLE 11

APPRENTICES-TRAINEES/HELPERS/SUBJOURNEYPERSONS

Section 11-1. Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent employees in the construction industry, the Employer will employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

Section 11-2. An Employer may employ pre-apprentices, trainee/helpers and/or subjourneypersons for Unions recognizing such classifications to perform such work which is customarily performed by their craft. The pre-apprentices, trainee/helper and/or subjourneypersons will not be a currently registered apprentice. The rate of pay and the number of employees to be employed in such classification shall be established for the project as outlined in Appendix A. It is understood by all parties that, however, those Unions who have not recognized such classification shall agree to furnish the Employer a sufficient number of apprentices to allow the Employer to be competitive for the project. The required ratio of apprentices for this specific project shall be established in accordance with Appendix A.

Section 11-3. Trainees/helpers and/or subjourneypersons may be reclassified to journeyperson status or to a registered Apprentice Classification, or a formal training program, as appropriate, when they have demonstrated their qualifications for such reclassification to the mutual satisfaction of the Employer and the local union involved.

ARTICLE 12

PAYMENT OF WAGES-CHECKING IN AND OUT

Section 12-1. Wages will be paid weekly by check on a designated day during working hours and in no case shall more than five (5) days pay be held back in any one payroll week.

TRUCK DRIVER'S AGREEMENT

THIS AGREEMENT between the SOUTHEASTERN MICHIGAN CHAPTER of the NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, Troy, Michigan, hereinafter called the "Association", representing its members who are hereinafter referred to as the Employer(s)" and TEAMSTER LOCAL UNION No. 247, located at 2741 Trumbull Avenue, Detroit, Michigan, TEAMSTER LOCAL UNION No. 337 located at 2801 Trumbull Avenue, Detroit, Michigan and TEAMSTERS LOCAL UNION No. 614 located at 250 North Perry Street, Pontiac, Michigan, all affiliates of the International Brotherhood of Teamsters, hereinafter referred to as the "Union" shall remain in full force and effect, March 26, 2013, through and including March 31, 2018, and thereafter from year to year unless changed in accordance with Article XXV of this Agreement.

FURTHER, this Agreement between the Employer and the Union shall be in effect and applicable to the Counties of WAYNE, OAKLAND, MACOMB, WASHTENAW, MONROE and ST. CLAIR, in the STATE OF MICHIGAN, for its duration.

It is understood the SOUTHEASTERN MICHIGAN CHAPTER, NECA, is acting only as an agent in the negotiation of this Agreement, and that it is agent only for those Employers, individuals, partnerships and corporations who have authorized it to so act, and in no event shall it be bound as principal or be held liable in any manner for any breach of this Agreement by any of the Employers for whom it is acting or any employee of such Employers. It is further agreed and understood that the liabilities of the Employers who have authorized the negotiation and execution of this Agreement shall be several and not joint.

WHEREAS, it is the intent and purpose of the parties hereto to determine the hours, wages and other conditions of employment and to adopt measures for the settlement of differences and maintaining a cooperative relationship so that the Employers, may secure sufficient capable employees and the employees may have as much continuous employment as possible without interruption by strikes, lockouts or other labor troubles:

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, the Employer and the Union hereby agree as follows:

ARTICLE I. EMPLOYMENT

(a) The Employer recognizes the Union as the sole and exclusive collective bargaining agent for its members performing the work within the classifications contained in this Agreement in the geographical area coming within the jurisdiction of the Union; and the Union recognizes the Association as the sole and exclusive collective bargaining agent for its members for the purpose of collective bargaining in the geographical area coming within the jurisdiction of the Union.

(b) If requested, the Union agrees to furnish competent workers upon notification to the secretary-treasurer or business agent of the Union. The Union shall be given equal

(1) week of vacation time. Drivers who have been in the employ of their Employer at the beginning of the fourth (4th) year through the tenth (10th) year may take up to two (2) week of vacation time. Drivers who have been in the employ of their Employer at the beginning of the eleventh (11th) year through the fifteenth (15th) year may take up to three (3) weeks of vacation time. Drivers who have been in the employ of their Employer at the beginning of the sixteenth (16th) year and longer shall may take up to four (4) week of vacation time.

(g) Employees with the most seniority with the Employer shall be given first (1st) preference in choosing the time of year for taking their vacation.

(h) Substitute drivers do not begin to accrue seniority until after being employed sixty (60) calendar days.

(i) Substitute drivers begin to accrue vacation pay from their first (1st) day of employment.

ARTICLE XVIII. HEALTH AND WELFARE AND PENSION

(a.) **HEALTH AND WELFARE.** The Employer agrees to pay into the Michigan Conference of Teamsters' Welfare Fund (MCTWF) the following amounts per week for each employee covered by this Agreement. All payments into the MCTWF must be made within fifteen (15) days from the end of each calendar month to the J.P. Morgan Chase Bank N.A., which bank has been made depository for the MCTWF.

| | | | | | | |
|------------|----------|----------|----------|----------|----------|--------|
| Effective: | 3/31/13 | *tba | 3/30/14 | 3/29/15 | 4/3/16 | 4/1/17 |
| Amount: | \$372.85 | \$367.65 | \$405.05 | \$429.45 | \$448.45 | ** |

* Date to be announced - approximately two (2) to three (3) weeks after participation agreement is submitted to the MCTWF and upon their acceptance only.

**Maximum of \$473.45 per week. Any amount over the \$473.45 will be added to employee's weekly co-pay amount.

The following employee co-pays will apply:

| | | | | | |
|------------|---------|---------|---------|---------|---------|
| Effective: | 4/1/13 | 4/1/14 | 4/1/15 | 4/1/16 | 4/1/17 |
| Amount: | \$20.00 | \$20.00 | \$25.00 | \$30.00 | \$35.00 |

The parties agree that reference to these anticipated insurance contribution rates beyond expiration of the current contract do not affect the rights of the parties concerning the existence, if any, of successor collective bargaining agreements.

It is understood that the increases in the contribution amounts to the health care plan are amounts guaranteed by the MCTWF Trustees and that no additional cost increases will be imposed on the employee or the employer during the life of this agreement.

Should the contribution rate be decreased during the life of this agreement, upon written notice from the MCTWF Administrator and the Union, the amount of the decrease will be added to the employee base wage.

Employees may opt-out of their MCTWF healthcare coverage, which requires employees to provide proof of coverage to the Employer and MCTWF of spouses insurance. The employee once approved by MCTWF to opt out will be compensated weekly by the Employer fifty percent (50%) of the weekly contribution amount.

(b) PENSION. The Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund (CSPF) the following contributions:

| | | | | | | |
|------------|---------|---------|---------|---------|---------|---------|
| Effective: | 3/26/13 | 6/1/13 | 6/1/14 | 6/1/15 | 6/1/16 | 6/1/17 |
| Amount: | \$53.00 | \$55.10 | \$57.30 | \$59.60 | \$62.00 | \$64.50 |

If the pension contributions are changed to be greater than those stated above, then sufficient money will be reallocated from the hourly wage to pay the contribution. If the contribution amount is decreased, then the amount of the decrease will be transferred to the hourly wage.

The weekly pension contribution shall be paid only for those employees who actually work eight (8) or more hours during the week; provided, however, when an employee begins work and works less than eight (8) hours for reasons other than weather conditions, he shall receive eight (8) hours' credit for the purpose of the pension contribution only. All payments into the Central States Southeast and Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month to the Mellon Bank, P.O. Box 10291, Palatine, Illinois. 60055-0291.

(c) Contributions to the MCTWF and to the CSPF must be made for each week on each regular employee, even though such employee may work only part time under the provisions of this Agreement, including paid vacations and weeks where work is performed for the Employer, but not under provisions of this Agreement, and although contributions may be made for these weeks into some other health and welfare and/or pension fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Paragraph.

If any employee is absent because of illness or off-the-job injury and notifies the employer of such absence, the employer shall continue to make the required contributions to the MCTWF and to the CSPF for a period of four (4) weeks. If an employee is injured on the job, the employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than fifty-two (52) weeks.

No leave of absence shall be granted by an Employer unless an employee shall submit in writing a request for such leave and an authorization to deduct from his/her last wages sufficient monies to pay the required contributions into the MCTWF and CSPF during the period of absence.

In those instances where the employer is involved in an "owner operator" arrangement, there shall be no deduction from equipment rental of owner-operator by virtue of the contributions made to the MCTWF and the CSPF, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of its contribution to the MCTWF and/or CSPF, in accordance with the rules and regulations of the Trustees of such Funds, and after the proper official of the Union shall have given seventy-two (72) hours' notice to the Employer of such delinquency in the MCTWF and/or CSPF payments, the union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that the employer shall be responsible to the employees for losses of MCTWF and/or CSPF benefits resulting from the employer's delinquency.

It is agreed that the MCTWF and CSPF will be separately administered, each jointly by employers and union in compliance with all applicable laws and regulations, both state and federal, and that Employers executing this Agreement may, if they so desire, appoint a representative to be made a member of such existing joint trusteeship presently administering the Fund(s).

By execution of this Agreement, the Employer authorizes the employers' associations, who are signatories to similar collective bargaining agreements signed with Teamsters' Unions, to enter into appropriate trust agreements necessary for the administration of such funds, and to designate the employer trustees under such trust agreements, hereby waiving all notice hereof and ratifying all actions taken or to be taken by such trustees within the scope of their authority.

This aforementioned CSPF contribution increases are the Employer's total hourly increase in cost for providing pension benefits during the term of this agreement.

Should the monetary contribution amounts of a Pension Rehabilitation Plan or Default Plan adopted by the CSPF Trustees require an increase in the contribution rate in excess of the amounts indicated above; the increase will be deducted from the employee's base wage which will be adjusted accordingly.

No surcharge will be imposed on the Employers as a result of this agreement.

ARTICLE XXV. CHANGE AND TERMINATION

This Agreement shall remain in full force and effect until the thirty-first (31st) day of March, 2018 and thereafter shall be renewed from year to year unless either party hereto shall notify the other party, in writing, at least ninety (90) days prior to any anniversary date of this Agreement of its desire to change in any way or to terminate this Agreement. Such written notice shall be sent by registered or certified mail to the other party.

ARTICLE XXVI. APPRENTICESHIP CONTRIBUTION

In addition to the gross wage increases, the Employers agreed to contribute 10¢ per hour worked to the Teamster Apprenticeship Fund which is in the process of being created. The contribution will begin after the Trust Fund is established and after the Union provides a copy of the executed Trust Agreement to SMC, NECA. The Union agrees to relocate 10¢ per hour from the hourly wage of the employee to match the Employer's apprenticeship contribution, so that the total Apprenticeship Contribution will be 20¢ per hour worked

ARTICLE XXVII. GENERAL PROVISIONS

Employees sent to a jobsite where Safe2Work certification is required by either the owner employing the Employer or as otherwise required by this Agreement, must demonstrate they have the requisite Safe2Work certification as required by the owner, or as otherwise required by this Agreement. All employees must be current with the M.U.S.T. Drug and Alcohol Screening Program, or its successor, and must have successfully completed the requisite Safe2Work training modules to be eligible for show-up time pay. The Employer is required to provide the Union with the required specifications signed and authorized via facsimile or mail at least twenty-four (24) hours prior to the start of such job.

In the interest of safety, all employees covered by this Agreement shall have satisfactorily completed eleven (11) Safe2Work training modules by June 1, 2014. The Employer shall provide the training at no cost to the employee. Employees shall attend on their own time, any classes or training necessary to maintain these relationships.

In the interest of safety, all employees covered by this agreement shall have satisfactorily completed all fourteen (14) Safe2Work safety training modules by June 1, 2015. The Employer shall provide the training at no cost to the employee. Employees shall attend on their own time, any classes or training necessary to maintain these requirements.

NATIONAL MASTER AUTOMOBILE TRANSPORTERS AGREEMENT



For the Period of
June 1, 2011
through
August 31, 2015

**NATIONAL MASTER AUTOMOBILE TRANSPORTERS
AGREEMENT COVERING
TRUCKAWAY, DRIVEAWAY
AND LOCAL AGREEMENTS**

**for the period of
June 1, 2011 through August 31, 2015
covering:**

operations in, between and over all of the states, territories and possessions of the United States, and operations into and out of all contiguous territory. The NATIONAL AUTOMOBILE TRANSPORTERS LABOR DIVISION NEGOTIATING COMMITTEE representing the Automobile Transport Employers affiliated with the National Automobile Transporters Labor Division and _____
(Company)

hereinafter referred to as the "EMPLOYER,"

and

The TEAMSTERS NATIONAL AUTOMOBILE TRANSPORTERS INDUSTRY NEGOTIATING COMMITTEE representing the Local Unions affiliated with the International Brotherhood of Teamsters, and Local Union No. _____ which Local Union is an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union," agree to be bound by the terms and conditions of this Agreement.

CENTRAL AND SOUTHERN AREAS SUPPLEMENTAL AGREEMENT

Covering Truckaway,
Driveaway, Local and
Garage Operations and
Michigan Office Workers



For the Period of
June 1, 2011
through
August 31, 2015

**CENTRAL AND SOUTHERN AREA
SUPPLEMENTAL AGREEMENTS
TO THE
NATIONAL AUTOMOBILE TRANSPORTERS AGREEMENT
COVERING
Truckaway, Driveaway, Local and Garage Operations
and Michigan Office Workers**

| | |
|-----------------|--|
| PART I | General Including Uniform Rules and Regulations |
| PART II | Truckaway |
| PART III | City Delivery, Pull-Out, Mounting Service and Yard |
| PART IV | Garage |
| PART V | Driveaway |
| PART VI | Michigan Office Workers |

June 1, 2011 through August 31, 2015

This Supplemental Agreement is supplemental to and becomes a part of the National Master Automobile Transporters Agreement, hereinafter referred to as the "National Master Agreement" for the period commencing June 1, 2011, which National Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such National Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

PART I GENERAL

ARTICLE 36.

**Section 1.
New Employees**

Any employee hired as a casual or part-time worker shall not become a seniority employee under these provisions where it has been agreed by the Employer and the Local Union, in writing, that he was hired for casual or part-time work. A list of employees with their hiring dates and Social Security Numbers will be furnished to the Local Union.

Casual and part-time employees shall be given an opportunity to qualify as regular employees if available when needed and be placed at the bottom of the seniority board if they meet all qualifications required of new applicants for regular employment and shall accumulate seniority from the date of regular employment.

Article 53

regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer), who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

The Employer shall mail to each affected Local Union a copy of the contribution report which it submits each month to the Fund.

When an employee commences to receive retiree's health and welfare benefits or when an employee receives a normal age retirement pension benefit, the Employer's obligation to contribute to the appropriate health, welfare or pension plan ceases.

The Employer will have a specific procedure in place, including designated management personnel, for employees to access in order to address Health and Welfare coverage issues which may arise following an employee's return to work so that appropriate insurance coverage can be verified.

ARTICLE 54. PENSION

(a) Beginning August 1, 2011, the Employer shall contribute to a Pension Fund the sum of sixty-eight dollars and forty cents (\$68.40) per day for each day worked, to a maximum of five (5) days per week or three hundred forty-two dollars (\$342.00).

(b) By execution of this Agreement, the Employers participating in the Central States, Southeast and Southwest Areas Pension Fund agree that one dollar and twenty cents (\$1.20) per day up to a maximum of six dollars (\$6.00) per week of the pension contribution required under this Article shall be allocated to a separate account established by the Board of Trustees pursuant to Section 401(h) of the Internal Revenue Code for the purpose of providing prescription drug benefits or such other benefits as determined by the Board of Trustees to Medicare eligible participants of the Central States Pension Fund who work and retire under this Agreement and who otherwise meet the eligibility requirements of the pension plan.

(c) Monthly, daily and hourly health and welfare contributions and pension contributions shall be converted from the weekly rate increases in accordance with past practice unless otherwise in the Supplemental Agreement(s).

(d) All contractual provisions relating to health & welfare and pension shall be provided in the respective Supplemental Agreements.

Article 54

(e) During the life of this Agreement, the Employer shall continue to make contributions to the Pension Fund in such amount as may be determined on an annual basis by the Pension Fund to be necessary to maintain the benefits then in effect.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Area Joint Arbitration Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Area Joint Arbitration Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Area Joint Arbitration Committee may also determine whether the Employer's claim was bona fide.

This Fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND for all employees except employees who are members of Local Union #710 who shall be covered by the Local Union #710 Chicago Pension Fund. There shall be no other pension fund under this Agreement.

By the execution of this Agreement, the Employer authorizes the Employers' Association to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks.

If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more.

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part time under the provisions of

Article 54

this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other Pension Fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

The officials and employees of those Local Unions who are signatory to the National Master Automobile Transporters Agreement and the Central and Southern Areas Supplemental Agreements are eligible to participate in the Pension Program provided for under Article 54 of this Agreement.

The Employer shall make contributions into the applicable Pension Fund in the maximum amount of sixty-eight dollars and forty cents (\$68.40) per day effective August 1, 2011, for casual or extra employees. On August 1, 2012, August 1, 2013, August 1, 2014 and August 1, 2015, this daily contribution rate shall be increased in the amount of the 8-hour equivalent of the hourly increases, if any, allocated to pension under Article 54(e), above, on each such date. The Pension Fund contribution shall not be required if pension contributions established by the appropriate Supplemental Agreement have been paid on his behalf.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer), who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

The Employer shall mail to each affected Local Union a copy of the contribution report which it submits each month to the Fund.

When an employee commences to receive retiree's health and welfare benefits or when an employee receives a normal age retirement pension benefit, the Employer's obligation to contribute to the appropriate health, welfare or pension plan ceases.

PART II TRUCKAWAY

ARTICLE 58.

**Section 1.
Loading Rate**

The per unit loading pay shall be as follows:

| | RATE PER VEHICLE | | | |
|-----------------------|------------------|--------|--------|--------|
| | 6/1/11 | 6/1/12 | 6/1/13 | 6/1/14 |
| 6 Vehicles or less | \$3.98 | \$4.03 | \$4.09 | \$4.16 |
| 7 Vehicles | \$4.16 | \$4.21 | \$4.27 | \$4.34 |
| 8 Vehicles | \$4.61 | \$4.67 | \$4.74 | \$4.82 |
| 9 Vehicles | \$5.09 | \$5.16 | \$5.24 | \$5.33 |
| 10 Vehicles | \$5.49 | \$5.56 | \$5.64 | \$5.74 |
| 11 Vehicles | \$5.85 | \$5.93 | \$6.02 | \$6.12 |
| 12 Vehicles | \$6.24 | \$6.32 | \$6.42 | \$6.53 |
| 13 Vehicles | \$6.31 | \$6.39 | \$6.49 | \$6.60 |
| 14 Vehicles | \$6.37 | \$6.45 | \$6.55 | \$6.66 |

In the event an Employer utilizes equipment with capacity greater than fourteen (14) vehicles, the appropriate per-car loading rate will be determined by the Central/Southern Negotiating Committee.

The drivers shall load vehicles on trucks, whenever requested by the Employer, but the Employer shall have the option to load vehicles by employees other than drivers.

Proper loading dock facilities shall be provided and reasonable yard help shall be furnished. Any dispute concerning size of yard crew or dock facilities shall be handled as a grievance.

The Employer will provide training to any employees who are assigned a new type of equipment or equipment with any new type of securement devices.

At least one (1) mechanic to be on duty at regular dispatch time. Mechanic shall remain on duty up to two (2) hours after regular dispatch ends if any drivers are still loading.

Dealers' delivery addresses, and not post office boxes, phone numbers, and available information relating to known problem or off-site dealership loading areas are to be shown on all invoices or delivery sheets.

PART IV GARAGE

ARTICLE 71.

**Section 1.
Seniority**

(a) Company garage seniority shall be determined by the time and date each employee's payroll earnings begin, as of his last hire-in date.

(b) Garage employees shall not bump into any other division nor shall any employee from another division exercise seniority in the garage.

(c) Classification seniority shall commence at the time and date each employee's payroll earnings begin in such classification; except as provided for in Article 72, Section 3(c) and except, that a leadman shall accumulate seniority in his present and prior classification and a diesel mechanic's classification seniority shall include all time spent as a journeyman and advanced apprentice mechanic.

Section 2.

(a) In case of layoffs, employees who have more Company Garage seniority than other employees in the same wage rate group or a lower classification, may transfer into these classifications provided that they are qualified to perform the duties of the classifications, except to the classification of Advanced Apprentice. No journeyman mechanic may be laid off while advanced apprentices are still working, unless otherwise agreed in a Local Rider. Layoffs must be in writing.

(b) A laid-off employee may exercise Company Garage seniority to return to work in his same wage rate group or lower classification other than his regular one, provided, that he is qualified to perform the duties of the classification. However, this option shall be waived if the opportunity is offered to the employee and is refused by him. Such waiver shall be in writing with a copy to the Union.

(c) A laid-off employee who elects to take a less senior employee's job in his same wage rate group or lower classification which he is qualified for shall remain in that classification as long as he has more company seniority than any other employee in that classification and he is not recalled to his regular classification or circumstances provided for in Article 5, Section 2(b) occur.

(d) Garage employees shall receive three (3) working days' advance notice of a normal layoff.

PART V DRIVEAWAY

**ARTICLE 79.
SCOPE OF AGREEMENT**

Section 1.

This Part V encompasses driveaway operations located within the Central/Southern Area.

Section 2.

In the event additional operations involving driveaway are opened they will be accordingly encompassed by this Part V.

Section 3.

Lowboys

Employees operating lowboy equipment shall be covered under the wages, terms and all other conditions of this Central-Southern Area Truckaway Supplement.

**ARTICLE 80.
STEWARDS**

Section 1.

Steward's Super-seniority

There may be a steward at each terminal from the active seniority list. One (1) steward under each separate Part V (i.e., Driveaway, Local and Garage), shall be granted super-seniority for purposes of layoff and recall only, when requested in writing by the Local Union.

Section 2.

Steward's Pay

Stewards shall be permitted reasonable time to present and process grievances on the company premises. At locations with one hundred (100) or more active drivers, the twenty (20) hours' pay per month shall be automatic. At locations with fifty-one (51) to ninety-nine (99) active drivers, the steward will be paid ten (10) hours pay automatically, or for actual time spent up to twenty (20) hours, whichever is greater; and at locations with fifty (50) or fewer active drivers, the steward will be paid five (5) hours pay automatically, or for actual time spent up to twenty (20) hours, whichever is greater.

PART VI MICHIGAN OFFICE WORKERS

ARTICLE 100.

It is agreed that the following articles and/or sections of the National Master Agreement and the Central-Southern Supplemental Agreement shall not be applicable to the employees covered under Part VI of this Supplement:

ARTICLE 19

ARTICLE 27

ARTICLE 28

ARTICLE 29

ARTICLE 38, SECTION 5

Nothing contained herein shall be construed to preclude any Employer and Local Union representing an organized office bargaining unit at a location of said Employer outside the State of Michigan from mutually agreeing to adopt Part VI of this Supplemental Agreement.

ARTICLE 101.

RECOGNITION

Section 1.

Scope of Recognition

WHEREAS, the Employer agrees to recognize the Union as exclusive bargaining representative for all employees at locations within the State of Michigan formerly covered by the State of Michigan Office Workers Supplemental Agreement in the following job classifications: Rate Clerks other than the Chief Rate Clerk, Billing Clerks, File Clerks, Typists, Stenographers, General Office Clerks, Janitors (Janitorial work only), General Maintenance, Office Boy-Girl, Mail Clerk, Record Clerk, Payroll Clerks, Accounts Receivable Clerks, Tracing Clerks, Data Entry Operator, Computer Operator, Computer Operators/Programmers, Secretaries (other than confidential), O. S. & D. Clerks, Dispatch Clerks and any other employee performing office and/or clerical work who is not specifically excluded from this unit, and Dispatchers who perform routine or ministerial duties, but excluding Confidential Secretaries, Line Haul, and/or City Dispatchers exercising independent judgment with respect to the responsibility for directing the work or recommending hiring and firing, Sales Representatives, Salaried Supervisory, Administrative Employees, Watchmen and Guards and other employees presently covered by existing labor agreements.

EASTERN AREA TRUCKAWAY, DRIVEAWAY YARD AND SHOP SUPPLEMENTAL AGREEMENT



For the Period of
June 1, 2011
through
August 31, 2015

**EASTERN AREA
TRUCKAWAY, DRIVEAWAY, YARD AND SHOP SUPPLEMENT
TO THE NATIONAL MASTER AUTOMOBILE
TRANSPORTERS AGREEMENT**

**For the period
June 1, 2011
through
August 31, 2015**

This Supplemental Agreement is supplemental to and becomes a part of the National Master Automobile Transporters Agreement, hereinafter referred to as the "National Master Agreement" for the period commencing June 1, 2011, which National Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such National Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

PART I - GENERAL, TRUCKAWAY, YARD AND SHOP OPERATIONS

**ARTICLE 36.
STEWARDS**

Section 1.

One (1) steward in each classification shall be granted number one ranking in his respective classification on the seniority list.

The steward shall be the last employee to be laid off and under no circumstances shall he be discriminated against by the Employer. Before discharging or suspending any steward or designated alternate, except in cases of proven dishonesty or proven drunkenness, the Employer shall take up and discuss the matter with the affected Local Union, giving the affected steward or designated alternate the opportunity to be present in the local-level hearing.

In order to schedule and fulfill his additional duties as steward, the steward shall be allowed to choose his trips in all cases and at any time, and it is agreed that only one (1) steward shall have such privileges in each classification, and only at his home terminal. On any grievance, or where disciplinary action may be taken, the steward should be present at the outset of the grievance, if possible.

Section 2.

Authorized representatives of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working

**Section 6.
Holiday Pay**

For all employees, holiday pay shall consist of eight (8) hours' pay at the straight-time hourly rate.

**ARTICLE 52.
PENSION AND HEALTH &
WELFARE PAYMENTS**

Section 1.

The Employers agree to make the following maximum increased contributions into each Health and Welfare Plan and each Pension Plan of the respective Local Union parties hereto, as follows:

(a) Monthly, daily and hourly health and welfare contributions and pension contributions shall be converted from the weekly rate increases in accordance with past practice unless otherwise in the Supplemental Agreement(s).

(b) All contractual provisions relating to health & welfare and pension shall be provided in the respective Supplemental Agreements.

(c) During the life of this Agreement, the Employer shall continue to make contributions to the appropriate Health and Welfare and Pension Funds in such amount as is determined on an annual basis by the Funds to be necessary to maintain the benefits then in effect.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classification of employees shall be submitted directly to the Area Joint Arbitration Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Area Joint Arbitration Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Area Joint Arbitration Committee may also determine whether the Employer's claim was bona fide.

(e) Effective June 1, 1982 the Employer shall contribute to the appropriate pension plan the sum of eight dollars (\$8.00) per day for each casual employee who works, unless pension contributions established by the appropriate Area Trust Agreement (weekly, hourly etc.) have been paid on behalf of the employee.

Article 52

(f) When an employee commences to receive retiree's health and welfare benefits or when an employee receives a normal age retirement pension benefit, the Employer's obligation to contribute to the appropriate health, welfare or pension plan ceases. An employee must notify his/her Employer of the filing of an application for his/her normal retirement pension benefit at the time such application is submitted to the applicable pension fund.

Section 2.

By the execution of this Agreement, the Employers party to this Agreement agree to enter into appropriate trust agreements necessary for the administration of such funds, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 3.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

ARTICLE 53. COMPANY RULES

Section 1.

The Employer agrees to reduce to writing present rules governing the operations at each terminal. Such rules will be submitted to the Local Union. Any disagreement over such rules shall be discussed in an attempt to establish whether such rules were actually enforced and in effect by proof. Any disagreement shall be submitted to the grievance machinery.

PART II - DRIVEAWAY

**ARTICLE 59.
SCOPE OF AGREEMENT**

Section 1.

This Part II encompasses driveaway operations located within the Eastern Area.

Section 2.

In the event additional operations involving driveaway are opened they will be accordingly encompassed by this Part II.

Section 3.

Lowboys

Employees operating lowboy equipment shall be covered under the wages, terms and all other conditions of the Eastern Area Truckaway Supplement based upon the geographic location of the domicile terminal.

ARTICLE 60.

Section 1.

New Employees

Any employee hired as a casual or part-time worker shall not become a seniority employee under these provisions where it has been agreed by the Employer and the Local Union, in writing, that he was hired for casual or part-time work. A list of employees with their hiring dates and social security numbers will be furnished to the Local Union.

Casual and part-time employees shall be given an opportunity to qualify as regular employees if available when needed and be placed at the bottom of the seniority board if they meet all qualifications required of new applicants for regular employment and shall accumulate seniority from the date of regular employment.

It shall be a proper subject for Rider negotiations to establish an efficient procedure to dispatch probationary employees to assure a proper continuation of their training and to negotiate training rates of pay. If the parties cannot reach agreement, either party can request the assistance of the appropriate Area Committee.

Section 2.

All employees, except probationary employees, who are available for work preceding or following an observed holiday shall be paid eight (8) hours at the hourly rate while observing these holidays. If an employee is absent for not more than thirty (30) days due to proven illness or for a period not exceeding six (6) months due to on-the-job injury, he is considered to be available for work.

If employees (excluding road drivers) are required to work on any of these days, they shall receive their normal rate of pay for the time worked in addition to the eight (8) hours' holiday pay.

Drivers performing work on the holidays stated above shall be paid a total of four (4) straight-time hours, in addition to holiday pay, except in no event shall the application of this provision provide more than a total of twelve (12) straight-time hours of holiday pay.

Drivers will receive twelve (12) hours' pay when driving on the named holidays in addition to compensation for miles driven.

If a driver, through no fault of his/her own, is forced to travel via air transportation on a paid holiday, the driver will be considered eligible for the applicable four (4) hour holiday pay.

Section 3.

If any holiday falls within the thirty (30)-day period following the employees' layoff due to lack of work, and such employees are also recalled to work during the same thirty (30)-day period but did not receive any holiday pay, then in such case they shall receive an extra day's pay for each holiday in the week in which they return to work. Said extra day's pay shall be equivalent to eight (8) hours at the straight-time hourly rate specified in this Part II. Employees who were laid off because of lack of work and are not recalled to work within the aforementioned thirty (30)-day period are not entitled to the extra pay upon their return. Under no circumstances shall the extra pay referred to herein be construed to be holiday pay, or shall it be considered as hours worked for weekly overtime.

**ARTICLE 70.
PENSION AND HEALTH & WELFARE PAYMENTS**

Section 1.

The Employers agree to make the following maximum increased contributions into each Health and Welfare Plan and each Pension Plan of the respective Local Union parties hereto, as follows:

Article 70

(a) Beginning August 1, 2011, the Employer shall contribute to a Pension Fund the sum of sixty-eight dollars and forty cents (\$68.40) per day for each day worked, to a maximum of five (5) days per week or three hundred forty-two dollars (\$342.00).

By execution of this Part II, the Employers participating in the Central States, Southeast and Southwest Areas Pension Fund agree that one dollar and twenty cents (\$1.20) per day up to a maximum of six dollars (\$6.00) per week of the pension contribution required under this Article shall be allocated to a separate account established by the Board of Trustees pursuant to Section 401 (h) of the Internal Revenue Code for the purpose of providing prescription drug benefits or such other benefits as determined by the Board of Trustees to Medicare eligible participants of the Central States Pension Fund who work and retire under this Part II and who otherwise meet the eligibility requirements of the pension plan.

(b) Monthly, daily and hourly health and welfare contributions and pension contributions shall be converted from the weekly rate increases in accordance with past practice unless specifically stated otherwise in this Part II.

(c) All contractual provisions relating to health & welfare and pension shall be provided in the respective Supplemental Agreements.

(d) During the life of this Agreement, the Employer shall continue to make contributions to the appropriate Health and Welfare and Pension Funds in such amount as is determined on an annual basis by the Funds to be necessary to maintain the benefits then in effect.

By the execution of this Part II, the Employers party to this Part II agree to enter into appropriate trust agreements necessary for the administration of such funds, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 2.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks.

If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than twelve (12) months.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the

Article 70

required contributions into the health & welfare and pension fund during the period of absence.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the health & welfare and pension fund, regardless of whether the equipment rental is at the minimum rate or more.

Contributions to the health & welfare and pension fund must be made for each week on each regular or extra employee, even though such employees may work only part time under the provisions of this Part II, including weeks where work is performed for the Employer but not under the provisions of this Part II, and although contributions may be made for those weeks into some other health & welfare and pension fund. Employees who work either temporarily or in cases of emergency under the terms of this Part II shall not be covered by the provisions of this paragraph. The officials and employees of those Local Unions who are signatory to the National Master Automobile Transporters Agreement and the Eastern Area (Part II - Driveaway) Supplemental Agreement are eligible to participate in the health & welfare and pension program provided for under this Article.

When an employee commences to receive retiree's health and welfare benefits or when an employee receives a normal age retirement pension benefit, the Employer's obligation to contribute to the appropriate health, welfare or pension plan ceases.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classification of employees shall be submitted directly to the Area Joint Arbitration Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Area Joint Arbitration Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Area Joint Arbitration Committee may also determine whether the Employer's claim was bona fide.

The Employer shall make contributions into the applicable pension fund in the maximum amount agreed to as established by the applicable pension fund for casual or extra employees. The pension fund contribution shall not be required if pension contributions established by the appropriate Supplemental Agreement have been paid on the employee's behalf.

Section 3.

The Fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH & WELFARE AND PENSION FUNDS.

Article 70

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Part II, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Part II regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) whom the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

ARTICLE 71. PAY CONDITIONS

Section 1. Pay Shortages

Uncontested shortages on paychecks are to be corrected by a supplemental paycheck at the local terminal within seventy-two (72) hours, excluding Saturdays, Sundays and holidays. If this is not done, pay shortages must be paid immediately at the local terminal.

Section 2. Payday

Employees' payday shall be no later than the ending of the last weekly, bi-weekly or bi-monthly pay period except in cases beyond the Employer's control. In case there is a delay after twenty-four (24) hours, a supplemental method of payment will be made. Unless changed by mutual agreement of the Local Union and the Employer, the current one week holdback shall remain in effect.

Section 3.

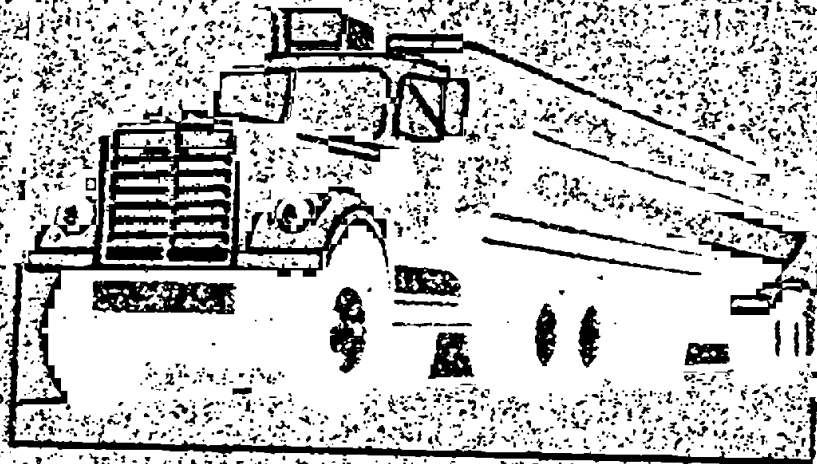
The Employer agrees to itemize paychecks, including deductions, and individually place the checks in sealed envelopes, unless otherwise agreed.

Section 4.

The drivers and garage and yard employees shall be paid weekly, unless mutually agreed otherwise. However, the Employer may have a holdback of two (2) weeks subject to approval of the appropriate Area Joint Arbitration Committee.

NATIONAL MASTER TANKHAUL AGREEMENT

**EMPLOYEES OF
TANKHAUL CARRIERS**



**For the Period of
November 15, 2014 to November 14, 2017**



ARTICLE 1

Scope of Agreement

Section 1.1 - Employers Covered

The Employer consists of Associations, or members of associations who have given authorization to such association to represent them in negotiations and/or execution of this Agreement and supplemental agreements, and individual Employers who become signatory to this Agreement as hereinafter set forth. The signator Associations, as well as individual Employers enter into this Agreement and supplemental agreements as hereinafter set forth. The signator Associations represent that they are duly authorized to enter into this Agreement and supplemental agreements on behalf of their members under and as limited by their authorizations as submitted prior to negotiations. Individual Employers who become signatory to this Agreement and not represented, as stated above, by an association or employer group agree to be bound to this Agreement and supplemental agreements as hereinafter set forth as an Individual Employer.

Section 1.2 - Unions Covered

The Union consists of any Local Union located within the jurisdiction of the Central Region of Teamsters which may, by mutual agreement between the Employer and the respective Local Union, become a party to this agreement and any supplemental agreement as hereinafter set forth. Such Local Unions are hereinafter designated as "Local Union". In addition to such Local Unions, the Teamsters National Tankhaul Industry Negotiating Committee, representing Local Unions affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "National Union Committee" is also a party to this agreement and the supplemental agreements hereto.

Section 1.3 - Employees covered

- (a) The Employees covered by this Agreement shall include any and all the employees of the Employer employed directly and/or under the supervision and control of the Employer within the jurisdiction of the Union and who are represented by the Local Union or during the life of this Agreement may come to be represented by the Local Union.
- (b) In all cases, for employees covered by this Agreement, hired or leased equipment shall be operated by an employee of the certificated or permitted carrier. The Employer expressly

extra employee even though such employee may work only part-time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other health and welfare fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Article.

Action for delinquent contributions may be instituted by either the Local Union, the Area Region or the Trustees. An Employer who is delinquent must also pay all attorney's fees and costs of collections.

By the execution of this Agreement the Employer authorizes the Employers Associations who are signatories to similar collective bargaining agreements signed with Teamsters Unions, to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such trust agreements, hereby waiving all notices thereof and ratifying all actions taken or to be taken by such trustees within the scope of their authority.

ARTICLE 41

Pensions

For the full life of the Agreement, the Employer agrees to the following contribution rates:

Effective Sunday, November 15, 2014 the Employer shall contribute the amount of Two Hundred and Eight Dollars and Eighty Cents (\$208.80) to maintain Plan 17B and Two Hundred Seventy-Nine Dollars and Sixty Cents (\$279.60) to maintain Plan 18.

Effective Sunday, November 15, 2015 the Employer shall contribute the amount of Two Hundred and Seventeen Dollars and Twenty Cents (\$217.20) to maintain Plan 17B and Two Hundred and Ninety Dollars and Eighty Cents (\$290.80) to maintain Plan 18.

Effective Sunday, November 15, 2016 the Employer shall contribute the amount of Two Hundred and Twenty-Five Dollars and Ninety Cents (\$225.90) to maintain Plan 17B and Three Hundred and Two Dollars and Forty Cents (\$302.40) to maintain Plan 18.

Effective Sunday, November 15, 2017 the Employer shall contribute the amount of) Two Hundred and Thirty-Four Dollars and Ninety Cents (\$234.90) to maintain Plan 17B and Three Hundred and Fourteen Dollars and Fifty Cents (\$314.50) to maintain Plan 18.

Effective Sunday, November 15, 2018 the Employer shall contribute the amount of Two Hundred and Forty-Four Dollars and Thirty Cents (\$244.30) to maintain Plan 17B and Three Hundred and Twenty-Seven Dollars and Ten Cents (\$327.10) to maintain Plan 18.

In the event a court of competent jurisdiction orders the pension contribution level to exceed the rate contained in the Agreement, the Employer may reopen the Agreement exclusively for the negotiation of pension contribution rate and/or wage considerations. Either party may exercise economic recourse if no agreement is reached.

This Fund shall be the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other pension fund under this contract for operations under this contract or for operations under the Southeast and Southwest Areas contracts to which the Employer who is party to this contract is also party.

If any employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or for more, and regardless of the manner of computation of owner-driver compensation. Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract and although contributions may be made for those weeks into some other pension fund. Employees who work either tem-

porarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this article.

Action for delinquent contributions may be instituted by either the Local Union, the Area Region or the Trustees. An Employer who is delinquent must also pay all attorney's fees and costs of collections.

By the execution of this Agreement the Employer authorizes the Employers Associations who are signatories to similar collective bargaining agreements signed with Teamster Unions, to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such trust agreements, hereby waiving all notice thereof and ratifying all actions taken or to be taken by such trustees within the scope of their authority.

ARTICLE 42

Subcontracting

- (a) The Employer agrees to refrain using the services of any person who does not observe the wages, hours and conditions of employment established by labor unions having jurisdiction over the type of services performed.
- (b) Pending a determination by the courts that the above Article 42 (a) is valid, the Unions and the Employer shall comply with and enforce only the following thereof:

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person, or non-unit employees, unless otherwise provided in this agreement. Overflow loads may in any event be delivered by drivers other than the Employer's employees provided all provisions of this contract are observed. Loads may also be delivered by other agreed to methods or as presently agreed to.

ARTICLE 43

Reciprocity

Section 43.1

When a driver makes one or more complete pickup and delivery within a territory where a higher wage rate is in effect, such driver shall receive the higher rate of pay for such complete operation.

NATIONAL PIPE LINE AGREEMENT

AGREEMENT made by and between the PIPE LINE CONTRACTORS ASSOCIATION, hereinafter referred to as "PLCA", and those of its contractor members and such other Mainline Pipeline Contractors who execute an acceptance of the terms and provisions of this Agreement, hereinafter referred to as the "Employer," and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as "Union."

W I T N E S S E T H:

That, WHEREAS, the parties hereto desire to stabilize employment in the Mainline Pipeline Industry, agree upon wage rates, hours and conditions of employment;

NOW, THEREFORE, the undersigned and the Union, in consideration of the mutual promises and covenants herein contained agree as follows:

I. COVERAGE AND DEFINITIONS

(A) This Agreement and the attachments covering (1) Addendum for Small Diameter Pipe (16" and under) work and (2) Integrity Management and Maintenance work which are included and made part of this Agreement, shall apply to and cover all transportation mainline pipeline work coming within the jurisdiction of Union contracted for or performed by Employer within the United States as such work is more fully described in Paragraphs (B) and (C) below. Before any such work is done in the States of Alaska and Hawaii, the PLCA and Union shall meet to agree upon the wage rates and any special conditions which may be necessary in those states. By mutual agreement, this contract may be extended to cover other territory.

(B) Transportation mainline pipelines coming under this Agreement are those defined as follows:

The construction, installation, double-jointing, rebeveling, treating, insulating, reconditioning, testing, taking-up, re-laying, relocation, stockpiling or hauling of cross-country pipelines or any segments thereof transporting CO₂, or coal, gas, oil, water* or other transportable materials, vapors, liquids or hydrocarbons, including portions of such pipelines within private property boundaries up to the final metering station or connection.

All hauling of pipe and stockpiling from the railhead, dock site, port, mill, owner's permanent yard or yards, or a coating mill, to be used for any work defined in Article I shall be performed under and in accordance with the terms and conditions of this Agreement when such hauling and/or stockpiling is within the scope of the Employer's job. Work may be subject to negotiated mileage/weight or footage rates.**

The phrase "final metering station or connection" means that point which divides

* (The Parties will negotiate special wages and conditions for water lines associated with the production of oil and natural gas or other transportable materials.)

** (Contact PLCA and/or IBT).

mainline transmission lines or higher pressure lateral or branch lines from lower pressure distribution systems. If a metering station or connection is located on a mainline transmission line, then the work covered by this Agreement includes the construction of all pipelines up to the point at which lower pressure distribution systems take off from higher pressure lateral and branch lines.

(C) Gathering lines which connect directly from the wells to the mainline pipelines, gathering lines to or from gas extraction and gas dehydration plants, and gathering lines to or from gas storage fields are included.

(D) All marine work, including push-jobs in-shore and work done from barges in-shore or off-shore, is covered by this Agreement.

(E) Such pipeline construction, installation, repair, maintenance, replacement or reconditioning as may combined with or associated or comprising an integral part of other work more particularly and usually defined as Engineering or Building Construction, or work covering pumping stations, tank farms, refineries, plant-to-plant connecting lines within city limits and city distribution lines are not covered by this Agreement.

(F) In order to assure that the operation, maintenance and repair of all equipment is performed under the terms and conditions of this Agreement, the parties agree that the laying of underground cable is covered only when Employer performs the work as a prime or general contractor or when Employer has complete control of all the equipment used in the performance of the work.

(G) That if and when Employer shall perform work covered by this Agreement under its own name, under the name of another as a corporation, company, partnership, enterprise, or any combination, including a joint venture, this Agreement shall be applicable to all such work performed under the name of the Employer or the name of any other corporation, company, partnership, enterprise, combination or joint venture.

(H) If an owner-operator is engaged by an Employer under this Agreement he shall be paid applicable wage rates with proper fringe benefit contributions and be subject to the terms and conditions of this Agreement. It is not the responsibility of the Employer to recruit and/or organize service providers to complete the work. If a Union Employer is available, he will be utilized first.

(I) All of the work covered by this Agreement shall be done under and in accordance with the terms and conditions of this Agreement, whether done by Employer or any subcontractor of said Employer, provided, however, that where equipment other than that listed in Article V(C) and not customarily used by Employer in the performance of the work herein defined, is leased, rented or borrowed, and the labor to operate such equipment is wholly or partially to be furnished by the owners of such equipment, or the work to be done by said equipment is subcontracted, the provisions of this paragraph shall be inoperative as to the labor furnished; but any labor furnished by Employer in the operation of said equipment shall be covered by the terms of this Agreement. It is specifically agreed that the arrangements set forth in this subsection (I) may not be used for the purpose of evading this Agreement. Alleged

violations of this provision shall be submitted to the Grievance Procedure.

(J) It is the intent of the Union to have uniform wages and working conditions in the industry. However, the parties recognize that in connection with the Unions' organizing efforts to increase the market share of the union industry, it may be necessary to permit newly organized employers to complete existing projects or projects where bids have been accepted under the conditions which the employer bid the work; except for multiyear maintenance agreements and any pipeline project extending more than one (1) year; it may be necessary for the Union to, on a temporary basis, represent employees who perform work outside the Union's traditional jurisdiction and, on a temporary basis, it may be necessary to make adjustment to accommodate existing market segments where there is not currently significant union market share. Union also agrees that Employers granted any concessions under this paragraph will be obligated to sign the current National Pipe Line Agreement for future covered work. It is further agreed that the Union and the Association will meet on a regular basis (minimum two times annually) to review progress in planning under this Article. Employer agrees that work within the traditional jurisdiction of the Teamsters, as defined in this Agreement and by decisions of the Policy Committee, shall be assigned only to Teamsters represented by the Union and shall not be assigned to employers not covered by this Agreement. Absent the above exception, the following continues to apply: In no event shall Employer be required to pay higher rates of wages, or be subject to more unfavorable working rules than those established by Union for any other employer engaged in similar work. Should the Union extend to any other Employer engaged in similar work terms and conditions more favorable than those set out in this agreement, such terms and conditions shall automatically be extended to all Employers, parties to this Agreement.

(K) Employer and Union agree that neither of them shall take any action which shall discriminate against any individual with respect to his compensation terms, conditions, or privileges of employment because of such individual's race, age, color, religion, sex, national origin, or disability.

(L) It is the intention of the parties hereto to comply with all applicable provisions of State or Federal Law, and they believe that each and every part of this contract is lawful. All provisions of this contract shall be complied with unless any of such provisions shall be declared invalid or inoperative by final order of any Court or Board of competent jurisdiction. In such event, the Union or the Employer may, at its option, require renegotiations of such individual provisions for the purpose of adequate legal replacement thereof, each reserving the right of economic recourse in the event agreement cannot be reached in such negotiations and such actions shall not constitute a violation of this Agreement.

In the event of the invalidation of any paragraph, sentence, or Article of this Agreement by any Court or Board of competent jurisdiction, all remaining provisions of this Agreement shall remain in full force and effect.

(M) This Agreement shall supersede all other agreements between Employer and any local of the Union for any work covered herein.

(N) Wherever in this Agreement a gender pronoun or the singular or plural form of a gender is used, it is understood that such references are meant to have equal application to all persons covered by this Agreement, male or female.

II. UNION RECOGNITION AND UNION SECURITY, NOTIFICATION AND PRE-JOB CONFERENCES

(A) The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the Labor Management Relations Act of 1947, as amended.

(B) All employees covered by this Agreement, as a condition of their continued employment, shall, commencing on the eighth day following the beginning of their employment, or the effective date of this Agreement, or the execution date of this Agreement, whichever is the later, acquire and, for the duration of this Agreement, maintain membership in the Union. This provision shall not apply in any state where such requirement for acquiring or continuing membership in the Union as a condition for continued employment is prohibited by law; provided, however, that where an Agency Shop is permitted under the laws of such state, then such employee shall pay to the Union on his eighth day of employment or the effective date of this Agreement or the execution date of this Agreement, whichever is the later, and while so employed, a sum equal to the amount paid by members thereof for initiation fees and monthly dues; and further provided that should the laws of any such state be changed by action of legislation, or by Court determination, in such a way that the foregoing provisions may not be applied, then the parties hereto shall, upon thirty days' written notice, renegotiate this provision. Employer will provide the Union in writing with the names, addresses, social security numbers and dates of hire for all new employees within 72 hours of the date of hire.

(C) Employer agrees to immediately notify the Union of jobs obtained by Employer, describing the size, location and length of the proposed pipeline and the proposed starting date. The Union agrees to notify the Employer of the Regional Office which shall participate in the pre-job conference. Before any unloading, racking, or stringing of pipe or before clearing any right-of-way, or before performing any other work covered by this Agreement, the contractor-Employer shall, except in cases of extreme emergency, contact the Union within a reasonable time prior to the proposed starting date for the purpose of arranging a pre-job conference at least one week prior to the proposed starting date.

(D) Employer and representatives of the International Union and the local union or local unions involved shall hold a pre-job conference so that the start and continuation of the work may progress without interruption, and Union's representatives at such conferences shall be authorized by Union to represent Union for the entire area covered by the job. It shall be the purpose of the pre-job conference to agree upon such matters as the length of the work week, the number of men to be employed, the layoff procedure, the applicable wage rates in accordance with the contract, and any other matters not including any interpretation of the clauses of this Agreement, it being agreed that any interpretation of the Agreement should be made between the principal parties hereto, so that proper application thereof may be made on the jobs. No

equipment and material and will be carried under the Group 3 classification. Employer retains sole discretion for hiring and assignment of this equipment. When this equipment is assigned to specialty crews such as fence crews, environmental crews, survey crews, bending engineer/crews, clearing crews or similar crews a Teamster will be assigned only when such equipment is used primarily for transportation of men, equipment and material.

(G) When new equipment not covered by the above classifications is to be used for transportation of men and/or materials, a new classification and rate shall be negotiated between the parties hereto and put into effect before the equipment involved is put into service.

(H) In the event any individual Employer is delinquent in his payment of any health and welfare, pension or other fringe benefit contribution, as set out in Schedule A of this Agreement for more than thirty days, it is agreed that the principal officer of that particular Employer, the International Brotherhood of Teamsters and the PLCA shall be notified as to such delinquency. If after five days all delinquencies have not been paid in full, it is agreed that the Union may take any appropriate action it deems necessary in order to collect such delinquent contributions, and will not be considered in violation of Article IX should a work stoppage occur. If there is a conflict with the delinquency language in this section and any Trust Fund Agreement, this section will apply.

(I) In order that Employer may legally contribute to the Fringe Funds called for in Schedule "A" of this Agreement and in order that employees may legally participate as beneficiaries of such Fringe Funds, The National Participation Agreement, a copy of which is set out in Schedule "B", shall be signed by each individual Employer and filed with Union in Washington, D.C. By signing The National Participation Agreement, Employer will not be required to sign any local Participation Agreement.

(J) (a) Fringe Benefit contributions under this Agreement shall be paid for all hours worked. All welfare contributions for Travelers will be remitted to the Central States, Southeast and Southwest Areas Health and Welfare Fund. Contributions for fringe benefits for all Non-Travelers will be remitted to the local funds having jurisdiction over the work, unless that local fund is the Central States, Southeast and Southwest Areas Pension Plan ("Central States Pension Plan"). Except as stated in (aa) below, the amount of those pension contributions, as well as the amount of all pension contributions on behalf of the Travelers, shall be made to the Teamsters National Pipe Line Pension Fund ("TNPLP Fund").

Notwithstanding anything to the contrary set forth in this Article V, or anything elsewhere in this Agreement (including Schedule B), any Employer, who has an obligation under this Agreement to remit contributions for pension benefits on behalf of any Employees to a local pension fund having jurisdiction over the work, may elect to have the contributions remitted instead on a continuing basis to the TNPLP Fund if the pension fund is not a construction fund as defined by ERISA Section 4203, or is in critical status ("Red Zone"). The employer must make the election within 120 days of the date it receives annual written notice of the local pension fund's zone status certification, or the execution date of this Agreement whichever is later, and shall provide written notice to the local pension fund and the Union of its election as soon as practicable thereafter.

(aa) Notwithstanding anything to the contrary, should a contractor choose to continue to participate in the Central States, Southeast and Southwest Areas Pension Plan, then contributions for both that contractors Travelers and local hands will be remitted to Central States.

(b) All Employees covered by this Agreement will be classified on each project as either a traveler or non-traveler. Travelers will be defined as 1) those employees who are considered (regular) or (key) employees hired for a project directly by the Employer, and 2) Employees dispatched by the Local Union who are members of another Local Union outside of the Joint Council which has jurisdiction for the project. Employees dispatched from Local Unions or Local Unions in the Joint Council having jurisdiction over the project shall be determined as non-travelers.

(K) If, in the opinion of the Board of Trustees of any of the Funds for which contributions are due under this Agreement, any individual Employer has had a record of delinquent contributions to such an extent that it is necessary for the protection of the beneficiaries of such Funds that some security for the contributions be obtained, said Board of Trustees is authorized to require such individual Employer to deposit the sum of \$300 per employee in an escrow account designated by the Director of the Funds. Upon completion of the job, any amounts in excess of the contributions due shall be refunded to the individual Employer.

(L) Pension Protection Act: The undersigned Parties acknowledge and agree that the applicable multi-employer pension plans are, or may become, subject to the remedial provisions and requirements of the federal Pension Protection Act of 2006 (PPA), which sets forth certain funding standards and remedial requirements for multi-employer pension plans. Under applicable circumstances, the PPA imposes extra-contractual obligations upon contributing employers. The Union hereby agrees that, in the event any contribution surcharges, funding obligation, eligibility requirements, rehabilitation plan terms, or any other PPA provision or requirement results, in obligating the Employer to contribute any amount in excess of the amount agreed upon here- in during the term of this Agreement, the corresponding amount of such additional contribution obligation shall be offset by equivalent reductions to the wage rates set forth in Schedule A of this Agreement. Should the offset amounts not be readily ascertainable, i.e., other than \$xx.xx per hour per employee or \$xx.xx per week, per employee, the undersigned Parties shall attempt to agree upon the amount(s) and methodology for the calculation and implementation of any such offsets. Failing to agree, the matter shall be subject to the grievance and arbitration procedure set forth in Article X of this Agreement. The costs of such arbitration shall be borne by the Union.

(M) If any federal or state legislation or regulations impose extra funding obligations, such as additional fringe benefit increases, penalties, or surcharges, in any amount in excess of the amount bargained for in this Agreement on or after February 1, 2014, such additional amounts shall be offset from wages.

(N) The parties have agreed to the following increases in the wage and benefit package. Effective February 1, 2014, for all work bid on or after February 1, 2014, a 3% total package increase, effective June 1, 2015, a \$1.50 total package increase, and effective May 30, 2016, a \$1.75 total package increase. The union will determine the distribution of such increases.

**2013-2016
OHIO HIGHWAY - HEAVY
STATE AGREEMENT**

Between
THE LABOR RELATIONS DIVISION
of the
OHIO CONTRACTORS ASSOCIATION



and
OHIO CONFERENCE OF TEAMSTERS
OF THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF
AMERICA



Effective
May 1, 2013 to April 30, 2016

RECEIVED

NOV 01 2013

CONTRACT
DEPARTMENT

1. This **AGREEMENT** is entered into 1st day of May, 2013, by and between **THE LABOR RELATIONS DIVISION OF THE OHIO CONTRACTORS ASSOCIATION**, as the recognized state wide bargaining representatives of its duly recognized members, hereinafter referred to as the "Contractors," and Heavy and Highway Construction Negotiating committee of the **OHIO CONFERENCE OF TEAMSTERS of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA**, hereinafter referred to as the "Union."

2. It is specifically understood that the said Labor Relations Division of the Ohio Contractors Association, and the Heavy and Highway Construction Committee are acting solely as negotiating representatives for their respective members subscribing hereto and that said Labor Relations Division and Heavy and Highway Construction and Building Construction Negotiating Committee shall not be liable hereunder for any reason whatsoever, including but not limited to any acts of their subscribing members.

3. It is further agreed and understood that the liability of the Contractor subscribing hereto and the Local Union sub-scribing hereto shall be several and not joint.

ARTICLE I PURPOSE

4. The purpose of this Agreement is to determine the hours, wages and other conditions of employment and to adopt measures for the settlement of differences and maintaining a cooperative relationship so that the Contractors may secure sufficient capable employees and the employees may have as much continuous employment as possible without interruption by lockouts, strikes or other labor troubles.

ARTICLE II SCOPE OF AGREEMENT

5. Highway/Heavy construction shall include construction, modification, additions or repairs of roads and streets and construction incidental thereto; alleys, guardrails, landscaping, fences, parkways, parking areas, parking lots, airports, cofferdams, retention ponds, walking and bicycle paths, bridle paths, athletic fields, highway bridges, grade separations involving highways, sewers, water lines and underground utilities incidental to the above defined construction. Airports as used herein shall mean airports and flight strips, grading, drainage and paving exclusive of building construction.

Union agrees that such more favorable terms and conditions shall automatically be extended to the Contractor.

ARTICLE XII HEALTH & WELFARE FUND

46. The Contractor agrees to pay the following hourly contributions for every hour worked for each of his employees covered by this Agreement: Effective May 1, 2013, six dollars and eighty-one cents (\$6.81); effective May 1, 2014, six dollars and eighty-one cents (\$6.81); effective May 1, 2015, six dollars and eighty-one cents (\$6.81). The Fund shall be the Teamsters-Ohio Contractors Association Health and Welfare Fund.

47. It is mutually understood and agreed that the provisions of any group policy or contract, rules of eligibility and terms of the Trust Agreement to be agreed upon shall become a part of this Agreement as though fully written herein and specific reference is made to all of the above and all parties to this Agreement, including the insured employees covered hereunder and their designated beneficiaries, shall be and are bound hereby.

47a. Upon notice by the Trustees of the Fringe Benefit Funds to the Labor Relations Division of the Ohio Contractors Association and to the Union that an Employer is delinquent in making fringe benefit payments, the delinquent Employer will be required to post cash bond in the amount set forth below. The Union shall be required to withhold its services from such delinquent Employer until arrangements are made to pay the delinquencies and the cash bond is posted by the delinquent Employer.

One to twenty employees: \$10,000 bond

Greater than twenty employees: \$25,000 bond

ARTICLE XIII PENSION PLAN

48. For the duration of this Agreement, the Contractor shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the following sums per hour for every hour worked for each employee covered by this Agreement: Effective May 1, 2013, six dollars and twenty cents (\$6.20); effective May 1, 2014, six dollars and forty cents (\$6.40); effective May 1, 2015, six dollars and seventy cents (\$6.70).

This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this

Agreement for operations under this Agreement or for operations under the Southeast and Southwest Areas Agreements to which Employers who are party to this Agreement are also parties. By the execution of this Agreement, the Contractor authorizes the Association which is party hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation.

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this Agreement including weeks where work is performed for the Contractor but not under the provisions of this Agreement and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

Action for delinquent contributions may be instituted by the Local Union, the Area Conference, or the Trustees. Contractors who are delinquent must also pay all attorney's fees and costs of collection.

ARTICLE XIV SAFETY TRAINING

49. In accordance with OSHA safety & health standards (20 C.F.R. 1926/1910) requiring safety training and education, the union shall make available to each union member the 16 hour STP "Safety Training Program", or OSHA 10-hour course, as certified by the U.S. Dept. of Labor. Effective May 1, 2011 and thereafter all Teamsters dispatched to and/or employed on a project are required to have successfully completed the 16-hour safety training passport (STP) program or an OSHA-approved 10-hour construction safety training program. Comparable safety training shall be renewed and updated every 5 years or the Teamster shall

TEAMSTERS LOCAL UNION #92

This Agreement is negotiated by and between the Ohio Valley Construction Employers Council, Inc., or its successors and assigns and other contractors signatory herein, as the negotiating agent for the employers of construction teamsters, their successors and assigns, hereinafter referred to as the Employer, and General Teamsters Local Union #92, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the Union. Effective July 1, 2014 as extended and set to expire June 30, 2019.

WITNESS: WHEREAS, the parties signatory hereto are desirous of entering into an Agreement embodying wages and conditions of employment and of eliminating the possibility of strikes, boycotts, lockouts, and all other forms of stoppage.

NOW THEREFORE: The Employer and the Union acting by and through their duly authorized agents, do hereby agree as follows:

Wherever the masculine gender appears in this contract, the feminine gender shall also apply.

ARTICLE 1 UNION SECURITY

SECTION 1.1: That the Employer hereby recognizes the Union, who is signatory hereto, as the sole and exclusive collective bargaining representative of the employees in applicable Appendix of the Employer over whom the Union has jurisdiction.

SECTION 1.2: It shall be a condition of employment that all employees of the Employer, its successors or assigns, covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members in good standing on the effective date of this Agreement shall, on the eighth (8th) day following the effective date of this Agreement become and remain members in good standing in the Union. It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, shall, on the eighth (8th) day following the beginning of such employment, become and remain members in good standing in the Union.

SECTION 1.3: The provisions of this Agreement shall be subject to modification from time to time if made necessary through the enactment of any law or laws of governmental authority.

SECTION 1.4: It is recognized that casual employees may be employed should the work load become too great on certain days for the regular crew to perform. Casual employees shall not be employed with regularity without becoming members of the Union, regularity meaning in excess of two (2) days per week or eight (8) days per month.

ARTICLE 2 EMPLOYER RECOGNITION AND RIGHTS

SECTION 2.1: The Union, the Association and all individual Employers who sign and agree to be bound by this Agreement agree to establish and recognize a single multi-employer collective bargaining unit. Each such Employer, by signing or agreeing to be bound by this Agreement, authorizes the Association to act as its collective bargaining representative for all matters pertaining to this Agreement, and for subsequent negotiations, or by any extension, modification or amendment to this Agreement, covering this multi-employer bargaining unit; and thereby expresses its unequivocal intention to be bound by group rather than individual action in collective bargaining.

SECTION 2.2: The operation of the plant or job and the direction of the working forces, including the right to hire, suspend and discharge for proper cause, and the right to remove employees from duty because of lack of work or for other legitimate reasons, is invested exclusively in the Employer, provided that this will not be used for purposes of discrimination against any employee.

SECTION 2.3: The Union shall cause a confirmed copy of every Agreement or Contract of Employment to which it becomes a party with employees of a like industry to be filed with the Ohio Valley Construction Employers Council, Inc., within thirty (30) days of the date of execution thereof.

ARTICLE 3 - JURISDICTIONAL AREA

The provisions of this Agreement shall govern the employment of and the conditions under which Teamsters shall work and the rates of pay they shall receive in the construction industry in the following bounded territory:

WEST VIRGINIA: Brooke and Hancock Counties
OHIO: Jefferson (South to Short Creek), Harrison, Columbiana, Coshocton, Fairfield, Guernsey, Hocking, Licking, Morgan, Muskingum, Noble, and Perry Counties.

ARTICLE 4 - DISCHARGE

The Employer retains the right to discharge any employee that, on the request of the Union, he shall show cause for such discharge. Among just cases for immediate dismissal shall be dishonesty, drunkenness or drinking of alcoholic beverages during working hours. If satisfactory cause cannot be shown, the discharged employee shall be reinstated and paid for all lost time at his regular rate of pay. Any employee who has been discharged shall make his complaint to the Union and management in writing within seventy-two (72) hours, exclusive of Saturday and Sunday, or forfeit his right to appeal.

construction services, in the interest of full compliance with all state and federal regulations promoting and applicable to a safe and hazard-free work place.

ARTICLE 12 - STEWARDS

SECTION 12.1: The Union may appoint a steward, if and when necessary in each garage or terminal, whose duties shall be to ascertain the standing of the employees in such garage or terminal. His duties shall in no way conflict with his duties to his Employer. However, he shall have ample time to investigate grievance situations. Notice of the appointment of a steward or change in steward shall be given in writing to the Employer by the Union. Before discharging a steward, the Employer shall, in every case, take up the matter with the officers of the Union.

SECTION 12.2: Stewards shall be paid the highest rate of pay of Teamsters working on that project.

SECTION 12.3: The Steward on the job shall be the last man laid-off at the job site.

ARTICLE 13

WAGE RATES AND FRINGE BENEFITS SCHEDULE

SECTION 13.1 - WAGES:

BASIC STEEL & POWER PLANTS

| | <u>7/1/14</u> | <u>7/1/15</u> | <u>7/1/16</u> | <u>7/1/17</u> | <u>7/1/18</u> |
|---|---------------|---------------|---------------|---------------|---------------|
| Warehousemen, Yardmen, Forklift & Truck Helpers | \$25.24 | \$25.91 | \$26.61** | \$27.33** | \$28.08** |
| Flatboy Material Trucks | \$25.29 | \$25.97 | \$26.67** | \$27.40** | \$28.15** |
| Dump & Semi-Dump Trucks (Bus) | \$25.29 | \$25.97 | \$26.67** | \$27.40** | \$28.15** |
| Semi Trailer & Tractor Trailer | \$26.17 | \$26.87 | \$27.59** | \$28.34** | \$29.11** |
| Lowboy Trailers, Winch Trucks, A-Frames, Forktrucks, Distributor Trucks (front & back end), & Truck Crane | \$25.94 | \$26.63 | \$27.35** | \$28.09** | \$28.86** |
| Tank Trucks (straight & semi) | \$25.33 | \$26.01 | \$26.71** | \$27.44** | \$28.19** |
| End Dumps, Dumpsters, Tumarockers, Ross Carrier, Athry Wagons, Greasers, Washers, Tremen, Gas Pump Attendants, Mechanic Helper, Articulated | \$25.25 | \$25.92 | \$26.62** | \$27.34** | \$28.09** |
| Dumps | \$26.05 | \$26.74 | \$27.46** | \$28.21** | \$28.98** |
| Mechanics | | | | | |

FRINGE BENEFITS

| | <u>7/1/14</u> | <u>7/1/15</u> | <u>7/1/16</u> | <u>7/1/17</u> | <u>7/1/18</u> |
|----------------------|---------------|---------------|---------------|---------------|---------------|
| Health & Welfare | \$ 6.81 | \$ 6.81 | TBD | TBD | TBD |
| Pension | \$ 6.40 | \$ 6.70 | \$ 7.00 | \$ 7.30 | \$ 7.60 |
| Constr. Adv. Pgm. | .18 | .18 | .18 | .18 | .18 |
| Project BEST | .15 | .15 | .15 | .15 | .15 |
| Apprenticeship Funds | .20 | .20 | .20 | .20 | .20 |
| Bldg. Trades (ded.) | -.05 | -.05 | -.05 | -.05 | -.05 |

** If there is an increase in Health & Welfare, Pension and/or Apprenticeship in years 3,4 or 5 of the agreement, said increase shall be deducted from the wages.

MARKET RECOVERY & RESIDENTIAL RATES

90% of Basic Rate in Classifications - Fringe Benefits are the same as above.

Double hitched equipment (2 pay loads) shall be paid fifty percent (50%) more than the above rates if operated by one (1) driver.

SECTION 13.2 - HEALTH & WELFARE: The Employer agrees to pay the sum as shown in Article 13 per hour for every hour worked for each of his employees covered by this Agreement. The fund shall be the Teamsters - Ohio Contractors Association Health and Welfare Fund.

The hourly contribution rate may be adjusted as required by the trustees of the Health & Welfare Fund and whatever adjustment is required shall be subtracted from the wage increases due in the contract.

It is mutually understood and agreed that the provisions of any group policy or contract, rules and regulations established by the trustees, rules and eligibility and terms of the trust agreement to be agreed upon shall become a part of this Agreement as though fully written herein and specific reference is made to all of the above and all parties to this agreement, including the insured employees covered hereunder and their designated beneficiaries, shall be and are bound hereby.

SECTION 13.3 (a): By the execution of this Agreement, the Employer subscribes and becomes a party to the Trust Agreement of the Fund, and agrees to be bound by action taken by the Trustees of the Fund now serving or who may serve in the future.

SECTION 13.3 (b): Notwithstanding anything to the contrary in this Agreement, the Employer agrees that in the event it is delinquent in the payment of its contributions to the Fund in accordance with rules and regulations of the Trustees of the Fund, after the appropriate representative of the Union shall have given seventy-two (72) hours notice of such delinquency, the employees or their representatives shall have the right to take action deemed necessary, including the right to strike to enforce payment.

Contributions shall be due and payable no later than the tenth (10th) day of the month following the month in which work is performed and shall be delinquent if not received at the Fund office by the twentieth (20th) day of the month following the month in which work is performed. The Employer agrees that the Fund may, from time to time, perform payroll audits of the Employer's contributions and reports.

Said payments shall be made per week for a period of four weeks following the date the employee ceases to work for the Employer because of a non-occupational accident, injury or sickness.

Said payments shall also be made for a period of twelve (12) months following the date the employee ceases to work for the Employer because of an on-the-job (occupational) injury.

SECTION 13.3 (c): If at any time during the term of this Agreement, or any renewal or amendment thereof, there shall be enacted any federal or state law or regulation requiring the Employer to secure, provide, or pay for welfare or insurance benefits or coverage of the type being provided by the Fund, it is understood that the plan of benefits provided by the Fund may have to be varied in compliance with such law or regulation. If such law or regulation does not permit the Fund to assume to discharge the Employer's obligation, the Employer may, upon thirty days written notice to the Union, reopen this Agreement solely for the limited purpose of reviewing the amount of Company contributions to the Fund.

SECTION 13.3 (d): BONDING - Upon notice by the Trustees of the Fringe Benefit Funds to the Labor Relations Division of the Ohio Valley Construction Employers Council and to the Union that an Employer is delinquent in making fringe benefit payments, the delinquent Employer will be required to post cash bond in the amount set forth below. The Union shall be required to withhold its services from such delinquent Employer until arrangements are made to pay the delinquencies and the cash bond is posted by the delinquent Employer.

1 to 20 employees - \$10,000 bond
greater than 20 employees - \$25,000 bond

SECTION 13.4 - PENSION PLAN: The contribution rate shall be as shown in Article 13 per hour for every hour worked.

This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other Pension Fund under this Agreement for operations under this Agreement or for operations under the Southeast and Southwest Areas Agreements to which Employers who are party to this Agreement are also parties. By the execution of this Agreement, the Contractor authorizes the Association which is party hereto to enter into appropriate trust agreement necessary for the administration of such Fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this Agreement, including weeks where work is performed for the Contractor, but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other Pension Fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

Action for delinquent contributions may be instituted by the Local Union, the Area Conference, or the Trustees. Contractors who are delinquent must also pay all attorney's fees and costs of collection.

SECTION 13.5: CONSTRUCTION ADVANCEMENT PROGRAM: (A) There has been established a trust known as the "Construction Advancement Program of the Ohio Valley Construction Employers Council, Inc.", referred to herein as the "FUND". The Fund shall be administered solely and exclusively by the trustees appointed pursuant to the provisions of the trust instrument, and the activities of the Fund shall be financed as set forth in paragraph (B).

(B) The Employers signatory to this Agreement and/or performing work in accordance with the terms agree to pay to the Fund the sum as shown in Article 13. Said contributions to be paid to the trustees appointed by the Ohio Valley Construction Employers Council, Inc., in the amount under the terms hereof as reported on a Combined Fund Reporting Form to be established hereunder. Contributions to the Fund shall be administered by the Construction Advancement Program of the Ohio Valley Construction Employers Council, Inc., pursuant to the provisions of the Declaration of Trust dated the 21st day of July, 1961, a copy of which Declaration of Trust is incorporated by reference and made a part of this Agreement.

(C) The Construction Advancement Program of the Ohio Valley Construction Employers Council, Inc., is created out of a recognition by Employers of construction labor of the responsibility of collectively sharing in defraying the cost of conducting, administering, and servicing every phase of labor/management relations.

Specifically, the monies collected by the Fund shall be used as follows:

- a. Employer expenses incurred in the promotion of stability of relations between labor and management.
- b. Employer expenses incurred in maintaining facilities for adjustment of grievances.
- c. Employer expenses incurred in maintaining facilities for and assisting in the joint administration of all fringe benefit funds.
- d. Employer expenses incurred in maintaining facilities for and assisting in the joint administration of apprenticeship, manpower training, education, and other job up-grading programs.
- e. Employer expenses incurred in maintaining facilities for the conducting of safety education and accident prevention programs.
- f. Employer expenses incurred in promoting other Employer activities such as legitimate markets, standardization of contracts and research.

C O P Y

ORIGINAL

AGREEMENT

BETWEEN

**RESIDENTIAL CONCRETE PAVING
CONTRACTORS**

AND

**LOCAL UNION NO. 513, AFFILIATED WITH THE
INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO**

AND

**THE EASTERN MISSOURI LABORERS' DISTRICT COUNCIL AND
ITS AFFILIATED LOCALS 42, 53, 110, 660 AND 840, AFFILIATED WITH
THE
LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO**

AND

**CHAUFFERS, BUILDING AND CONSTRUCTION LOCAL NO. 682,
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA**

April 1, 2008 – March 31, 2013

RECEIVED
DEC 23 2008
CONTRACT
DEPARTMENT

COLLECTIVE BARGAINING AGREEMENT

This Agreement is made and entered into as of the 1st day of April, 2008, by and between GOLD STAR PAVING, L.L.C. (hereinafter referred to as "Employer"), and LOCAL UNION No. 513, AFFILIATED WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO (at times hereinafter referred to as "Operators 513"); THE EASTERN MISSOURI LABORERS' DISTRICT COUNCIL AND ITS AFFILIATED LOCALS 42, 53, 110, 660 AND 840 AFFILIATED WITH THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO (at times hereinafter referred to as "Eastern Missouri Laborers"); AND CHAUFFEURS, BUILDING AND CONSTRUCTION LOCAL UNION NO. 682, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (at times hereinafter referred to as "Teamsters 682"), negotiating jointly as the exclusive and lawfully recognized collective bargaining representative of the Employer's employees engaged in the performance of paving work as herein defined, which unions are collectively referred to herein as the Unions.

This Agreement shall be known as the **RESIDENTIAL CONCRETE PAVING AGREEMENT**. For and in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree and contract as follows:

ARTICLE I

Intent and Purpose – Area Limited – Recognition

Section 1.01 – The intent of this Agreement is to provide close cooperation between the parties performing Residential Concrete Paving and to ensure that work covered by this Agreement is performed in an efficient manner without delays, work stoppage, slowdowns, sympathy strikes, or any disruption whatsoever to the progress of the work.

Section 1.02 – It is the desire of the parties to resolve any differences at a local level provided the Unions are committed to exercise their full power to assure effective performance of this Agreement.

Section 1.03 – This Agreement shall apply to all employment of employees covered hereunder by the Employer party hereto on "Residential Concrete Paving Work" in the City of St. Louis, St. Louis County, Jefferson, Franklin, St. Charles, Lincoln, Montgomery and Warren Counties, Missouri.

Section 1.04 – The Unions agree that any Employer who is a party to this Agreement shall have the privilege of operating outside of St. Louis and St. Louis County, and counties of Jefferson, Franklin, St. Charles, Lincoln, Montgomery, and Warren, under existing agreements or extensions thereof in the territorial jurisdiction of the Unions, providing the Employer becomes signatory to said Agreement.

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DEC 23 2008

**CONTRACT
DEPARTMENT**

| | | | |
|--|--|--|-----------------|
| | | | \$**** per week |
|--|--|--|-----------------|

- * April 5, 2009 - \$.75 increase to be taken in wages and/or fringes (Pension and Health & Welfare) at Union's option.
- ** April 5, 2010 - \$.75 increase to be taken in wages and/or fringes (Pension and Health & Welfare) at Union's option.
- *** April 4, 2011 - \$1.00 increase to be taken in wages and/or fringes (Pension and Health & Welfare) at Union's option.
- **** April 2, 2012 - \$1.00 increase to be taken in wages and/or fringes (Pension and Health & Welfare) at Union's option.

Commercial Work

This Agreement applies to any and all commercial concrete work (note: residential work is defined in Section 1.06) and the territorial jurisdiction of any of the Locals covered by this Agreement at which time the applicable hourly wage rate of the then-current Individual Contractors Agreement (known as the AGC Contract) for the territory in which the work is located, will be followed, including payment of training contribution rate as well as the hiring hall, union security, overtime and subcontracting provisions.

FUNDS

Section 2 – Health and Welfare – Effective April 7, 2008, this contribution shall be Four Dollars and Sixty-Nine Cents (\$4.69) per hour, effective April 6, 2009 the total package for Health & Welfare and wages shall be increased cents (\$.75), effective April 5, 2010 the total package for Health & Welfare and wages shall be increased seventy five cents (\$.75), effective April 4, 2011 the total package for Health & Welfare and wages shall be increased one dollar (\$1.00), effective April 2, 2012 the total package for Health & Welfare and wages shall be increased one dollar (\$1.00).

Section 3 – Pension – Effective April 7, 2008, this contribution shall be \$19.20 per day either worked or compensated to a maximum of \$96.00 per week.

The total package increases set forth in this Article shall apply to wages, Health & Welfare and Pension for the life of this Agreement and shall under no circumstances of any kind, at any time, exceed said fixed and firm total package. Any and all increases of any kind in Pension contributions regardless of the type and manner implemented shall come from the total package.

Section 4 – In the event any Employer is delinquent in payment of his contributions to the Health and Welfare Fund, and/or Pension Fund, the Union shall be free to take such legal action as it deems necessary until such delinquency payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to his employees for losses resulting therefrom.

GOLD STAR PAVING
ACCOUNT NO.: 3180400-0103-00682-A

LETTER OF UNDERSTANDING AND AGREEMENT

Contributions will be remitted to the Central States Pension Fund on behalf of any employee covered by the collective bargaining agreement for all compensated periods, including paid vacations, paid holidays, and actual time worked at the following contribution rates:

| <u>Effective Date</u> | <u>Pension Rate</u> |
|-----------------------|---|
| April 7, 2008 | \$19.20 per day (maximum \$96.00 per week) |
| April 6, 2009 | \$20.70 per day (maximum \$103.50 per week) |
| April 5, 2010 | \$22.40 per day (maximum \$112.00 per week) |
| April 4, 2011 | \$24.20 per day (maximum \$121.00 per week) |
| April 2, 2012 | \$26.10 per day (maximum \$130.50 per week) |

GOLD STAR PAVING

Redacted by U.S. Treasury Department

By: _____

Title: _____

Date: 3/15/09

LOCAL UNION NO. 682

Redacted by U.S. Treasury Department

By: _____

Title: _____

Date: 3/24/2009

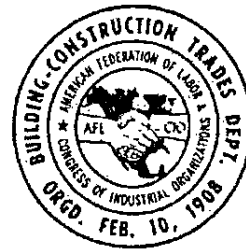
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MAR 27 2009

**CONTRACT
DEPARTMENT**



**Savannah River
Remediation**



PROJECT AGREEMENT

Between

Savannah River Remediation LLC

And

The Augusta, GA Building

And

Construction Trades Council

For Work performed for the

DEPARTMENT OF ENERGY

at the

SAVANNAH RIVER SITE

September 22, 2009

PREAMBLE

This Agreement entered into this twenty second day of September 2009, between Savannah River Remediation LLC. (hereafter referred to as SRR), and its subcontractors, (while performing Davis Bacon Act Work) all of whom are hereafter collectively referred to as the "EMPLOYER", the Building and Construction Trades Department, AFL-CIO, the Augusta, GA Building and Construction Trades Council and its affiliated local unions (all of whom are collectively referred to as the "UNION") and whose names are subscribed hereto and who have, through their duly authorized officers, executed this agreement for Energy Related Construction Projects being performed for the Department of Energy or successor agency (hereafter referred to as the "OWNER") at the Savannah River Site (hereafter referred to as the "SITE").

WHEREAS, the UNIONS have in their membership throughout the area members competent and qualified to perform the work of the EMPLOYER; and

WHEREAS, in order to insure relative equity and uniform interpretation and application, the UNIONS wish to negotiate and administer said Collective Agreement in concert with each other and all with the EMPLOYER; and

WHEREAS, the EMPLOYER and the UNIONS desire to continue our harmonious relationship for the benefit of both parties to this Agreement; and

WHEREAS, the UNIONS understand and agree that SRR has a maintenance department and an operations department that performs non-DBA work which is separate and distinct from the work covered by this agreement; and

IT IS THEREFORE AGREED by the undersigned EMPLOYER and UNIONS in consideration of the mutual promises and covenants contained herein that the Project Agreement be made as follows:

ARTICLE I PURPOSE

The purpose of this agreement is to promote safety, quality of workmanship and efficiency of construction operations on the work covered by this Agreement. It is also the intent of the parties to set out uniformly standard working conditions with due consideration for the protection of labor standards, wages and working conditions.

ARTICLE II SCOPE OF AGREEMENT

Section 1. This Agreement, hereinafter designated as the "Project Agreement" or "Agreement", shall apply and is limited to construction plant modernization, maintenance and modification work, subject to the Davis-Bacon Act, and/or the OWNERS Alternate Dispute Resolution Process, at the SITE. In the event that the Davis-Bacon Act is repealed, or modified to the extent that it no longer applies, SRR and the Unions will negotiate appropriate scope language in accordance with Article XXII of this Project Agreement.

It is understood that SRR may assign non-DBA work to its union workforce at its sole prerogative. Traditional craft jurisdiction shall be the initial work assignment, after which they will perform the work of that crew. When working in a Maintenance or Operations crew, employees will work the shift hours of that crew, be paid the same wage premiums that are required by that shift and work under the direction of the Maintenance/Operations supervisors. Unpaid holidays shall be those recognized by the Maintenance/Operations workforce.

The UNION and EMPLOYER agree to abide by the terms and conditions contained in this Agreement with respect to the administration of the Agreement by the EMPLOYER and the performance of the subcontractors of the Project. This Agreement represents the complete understanding of the parties. Issues regarding interpretation of this agreement are reserved exclusively between SRR and the signatory UNIONS.

It is agreed that all EMPLOYERS that are performing DBA work of whatever tier will be required to sign this agreement, accept and be governed by the terms and conditions of this Project Agreement. It is agreed that the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area or local collective bargaining agreements. It is understood that this is a self-contained Agreement and that upon the signing of this Project Agreement, the EMPLOYER(S) will not be obligated to sign any other local, area or national agreement.

- Section 3. Work shall be assigned by the EMPLOYER in accordance with the Procedural Rules and Regulations for the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, and jurisdictional disputes will be settled in accordance with the procedural rules and decisions of such Board or successor agency.
- Section 4. SRR will insure that each EMPLOYER covered by this Agreement holds a pre-job conference prior to WORK actually starting at the SITE. Good faith efforts will be made by SRR and EMPLOYER to resolve all anticipated disputes over work assignments. These efforts will include pre-job conferences, mark-up meetings and jurisdictional disputes meetings between Business Representatives and/or International Representatives.
- Section 5. There shall be no work stoppage or interruption of WORK while any jurisdictional dispute is being resolved. The WORK shall proceed as originally assigned until the dispute is resolved. No back pay or monetary penalty of any type shall be assessed as a result of the resolution of any jurisdiction dispute or work assignment dispute.
- Section 6. Work assignments of employees assigned to non-covered work with Maintenance and/or Operations personnel shall be at the sole prerogative of the Employer and shall not be subject to this Article.

ARTICLE IX UNION REPRESENTATION

- Section 1. Authorized representatives of the UNION on UNION business shall have access to the SITE during working hours. They shall comply with visitor and security rules established for the SITE.
- Section 2. Each craft signatory to this Agreement and working on the energy-related construction Project may place one (1) working steward for each EMPLOYER to act as a representative of the UNION in connection with UNION business. Stewards shall be allowed reasonable time to conduct UNION business. Each craft may have a steward on the job when work of that craft is being performed. The steward will remain on the job as long as he/she is qualified, willing, and able to perform the work. In the event of overtime work, the UNION may name one of the workers performing the overtime work to act as steward if the regular steward is not qualified to perform the overtime work. The working steward will be paid at the applicable wage rate for the job classification in which he/she is employed. There shall be no non-working stewards. Each steward shall be concerned with the employees of the steward's employer and not with the employees of any other employer. New employees will be introduced to the steward on their first full day of employment.
- Section 3. If a steward is to be terminated for cause, the employer will notify the UNION by phone and follow up in writing prior to taking such action.
- Section 4. On work where the OWNER'S personnel or Maintenance/Operations personnel may be working in close proximity of the construction activities, the UNION agrees that UNION representatives, stewards and individual workers will not interfere with the OWNER'S or Maintenance/Operations personnel or with the work which is being performed by the OWNER'S or Maintenance/Operations personnel.

ARTICLE X WAGE AND BENEFITS

- Section 1. The hourly base wage rates and UNION fringe benefits paid EMPLOYEES shall be the hourly wage rates and UNION benefits as contained in "Appendix A", attached hereto, and by reference made a part of this Agreement.
- Section 2. The EMPLOYER adopts and agrees to be bound by the written terms of legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The EMPLOYER authorizes the parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the EMPLOYER. Nothing contained in this Section is intended to require the EMPLOYER to become a party to nor be bound by a local collective bargaining agreement except for the EMPLOYEE benefit fund contributions as required herein, nor is the EMPLOYER required to become a member of any employer group or association as a condition for making such contributions.

- Section 3. The existing wage/fringe package may be reallocated to existing fringe benefit funds, with thirty (30) days written notice from the Union(s) to SRR. In any reallocation, the total wage/fringe package shall not exceed the total of the existing wage/fringe package as contained in Appendix A.
- Section 4. Future hourly wage rates and UNION fringe benefit adjustments for the SITE will be made once a year, effective the first full pay period in October of each succeeding year, for all crafts and covering all contracts and signatory EMPLOYERS. The adjustments will be determined by the M & O Contractor and a committee comprised of one (1) representative from each of the signatory UNIONS using the average wage and fringe benefit monetary adjustment as arrived at by the Southeastern States Survey with independent confirmation by the Construction Labor Research Council (CLRC) Southeast States Survey, or successor agency.
- Section 5. Existing "Amended Benefits" (Option A) will be recognized only for manual craft EMPLOYEES who selected Option A benefits and who were on the active manual craft payroll as of *September 22, 2009*. EMPLOYEES currently on Option A, who may subsequently be terminated and are rehired at a future date, shall be exclusively on UNION fringes.
- Section 6. Industry promotion or administrative funds or other funds which do not accrue to the direct benefit of SITE EMPLOYEES are not considered fringe benefits for purposes of this AGREEMENT will not be surveyed for future adjustments, and need not be paid by the EMPLOYER.
- Section 7. The EMPLOYER agrees that it will, when requested by the UNION, deduct from the pay of each EMPLOYEE, who is at the time a member of the UNION, or made application to become a member of the UNION, current UNION working dues from the gross wages. These deductions shall be deducted upon presentation of a proper legal payroll deduction authorization signed by said EMPLOYEE requesting such deduction, and remitted monthly of the following month, the aggregate amount of such deduction directly to the respective Local UNION.
- Section 8. Fringe benefit payments shall be paid only on the basis of hours worked, not hours paid for, except where this is in violation of existing applicable trust agreements, in which case the provisions of existing applicable trust agreements will prevail.

ARTICLE XI HOURS OF WORK, OVERTIME, SHIFT PROVISIONS

Section 1. The Standard Work Day.

The standard work day shall be eight (8) hours and the standard work week shall be forty (40) hours, Monday through Friday, provided however that nothing herein shall be construed as guaranteeing any EMPLOYEE eight (8) hours of work per day or forty (40) hours of work per week. The standard work week shall commence with the start of the first shift (day shift) on Monday morning.

Starting time for the standard work day or work week for service crafts such as drinking water crew, shuttle drivers, equipment mechanics, traffic flagman, fire watch etc., may be adjusted between the hours of 4:00 a.m. and 11:00 a.m. to accommodate weather conditions, traffic, emergency outages or other circumstances beyond the control of the EMPLOYER.

Section 2. Standard Shift Work.

- A. The first shift (day shift) shall consist of eight (8) hours work for eight (8) hours pay at the basic straight time hourly wage rate, plus one-half (1/2) hour unpaid lunch period. The first shift shall be worked between the hours of 7:00 a.m. and 3:30 p.m.

The second shift (swing shift) shall consist of seven and one-half (7 1/2) hours work for eight hours pay at the basic straight time hourly wage rate, plus one-half (1/2) hour unpaid lunch period. The second shift shall be worked between the hours of 4:00 p.m. and 12:00 midnight.

The third shift (graveyard shift) shall consist of seven (7) hours work for eight (8) hours pay at the basic straight time hourly wage rate, plus one-half (1/2) hour unpaid lunch period. The third shift shall be worked between the hours of 12:00 midnight and 7:30 a.m.

SAVANNAH RIVER SITE

SALT WASTE PROCESSING FACILITY PROJECT

PROJECT LABOR AGREEMENT

Effective June 1, 2008

PROJECT LABOR AGREEMENT

PREAMBLE

This Project Labor Agreement (hereinafter, the "Agreement") is entered into the ___ day of August, 2008 by and between Parsons Savannah Construction Company (hereinafter, "PSCC") and the Augusta Building and Construction Trades Council, AFL-CIO (hereinafter, "Council"), and the Local Unions that become signatory hereto, (hereinafter, collectively called the "Union(s)" or "Local Union(s)"), with respect to the new construction work involved in the Salt Waste Processing Facility Project, (hereinafter, the "Project") at the Savannah River Site (hereinafter, the "Site"), and which is owned by the United States Department of Energy (hereinafter, the "Owner" or "DOE").

Parsons Constructors, Inc., (hereinafter, "PCI") and its successors or assigns, will monitor compliance with this Agreement by contractors covered by the Agreement. The term "Contractor" includes PSCC and all construction contractors and subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement, including PCI when it performs construction work within the scope of this Agreement. Where specific reference to PSCC or PCI alone is intended they are referred to as such.

The Unions, PSCC, PCI and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement. This Agreement represents the complete understanding of the parties, and no Contractor is or will be required to sign any other agreement with a signatory union as a condition of performing work within the scope of this Agreement. No practice, understanding or agreement between a Contractor and a Union party which is not specifically set forth in this Agreement will be binding on any other party unless endorsed in writing by PCI.

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project work without regard to whether that successful bidder performs work at other sites on either a union or a non-union basis, and without regard to whether employees of such bidder are, or are not, members of any union. This Agreement shall not apply to the work of any Contractor that is performed at any location other than the Project site as defined in this Agreement.

Section 2 The Unions and the Contractor agree that specific work operations or conditions may be enhanced through the implementation of a composite crew. If the Contractor identifies a specific work operation that it determines will be performed more efficiently by the use of a composite crew arrangement, the Contractor will, at the pre-job conference, notify the Unions to whom the work operation has been assigned of its plan to utilize a composite crew. The Contractor will meet thereafter with the affected Unions and provide forecasted staffing levels, duration and scope details of the work operation. If the parties reach agreement on the use and composition of the composite crew, the Contractor may implement the composite crew arrangement within the limitations set forth in the agreement. If agreement is not reached, any party may submit the issue to the JAC for resolution. The JAC will meet within seven (7) days and will provide a determination within three (3) days thereafter.

ARTICLE XII

WAGES AND BENEFITS

Section 1

(a) All employees covered by this Agreement shall be classified in accordance with work performed and paid not less than the hourly wage and fringe benefit contributions rates for those classifications contained in the applicable Davis-Bacon wage determination incorporated in the Contractor's contract and as contained in Appendix D. The applicable Davis-Bacon wage determination for each contract shall be that determination which is included in the bid specifications for the contract and shall govern in the event of a conflict with any of the provisions or practices under this Agreement.

(b) The hourly wage rates and fringe benefit contribution rates will be adjusted annually, effective upon the first full pay period in October of each succeeding year, for each Union and covering all contracts and Contractors. The adjustments will be determined by PSCC and a committee comprised of one (1) representative from each of the Local Unions using the average wage and fringe benefit monetary adjustments arrived at by the Southeastern States Survey with independent confirmation by the Construction Labor Research Council Southeast States Survey, or successor agency.

The allocation between wages and fringe benefit plan contributions may be adjusted once annually, effective upon the first pay period in October, provided the Trustees of any affected plan(s) serve written notice upon PSCC and PCI, not later than September 1 of the year in which the new allocation is to be effective. In making any such reallocation, the total wage and fringe benefit contribution package shall not exceed the amount of the combined package made effective on that date and incorporated into Appendix D.

Section 2. All employees covered by this Agreement may be paid by check or direct deposit and shall be paid no later than the end of the last day of the work week. Any employee who is discharged or laid off shall be entitled to receive all accrued wages on the next scheduled pay day after discharge or layoff. Paychecks shall be drawn on a local bank, or the Contractor shall make local check-cashing facilities available to the employees. No more than one week of

wages may be held back. Notification of layoff shall be at the Contractor's discretion but not given later than the end of the work shift on the date the layoff is to be effective. Such notification may be verbal. The hiring hall shall be similarly notified of any layoff no later than three (3) working days after the termination.

Section 3. The Contractor will pay contributions to the established employee benefits funds in the amounts designated in the attached Appendix D and will make all employee-authorized deductions in the amounts designated in the employee's written authorization for such deductions; provided, however, that the Contractor and the Union agree that only such bona fide benefit plan contributions, as are included in the Davis-Bacon wage determination, shall be included in this requirement and shall be made by the Contractor.

The Contractor adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor authorizes the parties to such Trust Funds to appoint Trustees and successor Trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by the Contractor.

Section 4. Contractors of whatever tier shall make regular and timely contributions required by Section 3 of this Article in amounts and on the time schedule set forth in Appendix D. Delinquency in remission of contributions is a breach of this Agreement. If a Contractor or subcontractor is delinquent in any such contributions, the Union or the Trust Fund shall provide timely notification to PCI after efforts by the Fund to resolve the delinquency have been exhausted, and provide documentary evidence of the delinquency endorsed by the Fund. Upon such notification, PCI will attempt to resolve the delinquency among the Contractor or subcontractor, the Union and the Fund. If the delinquency is not resolved within ten (10) working days thereafter, the Contractor, in the case of a delinquent subcontractor, shall withhold an amount to cover the delinquency from any retained funds otherwise due and owing to the subcontractor and shall not release such withholding until the subcontractor is in compliance; provided, however, that if the delinquent amount is undisputed in whole or in part between the Fund and the delinquent subcontractor, the Contractor shall issue a joint check payable to the Fund and the subcontractor in the amount of the undisputed delinquency. Pursuant to the announced commitment of PSCC, and to the extent permitted by law, the Contractor shall be subject to withholding of retained amounts which may only be released upon the Contractor's resolution of the delinquency as evidenced by a written statement endorsed by the Fund. Where there is no dispute as to the amount of the delinquency, retained amounts may be released by a joint check payable to the Contractor and the Fund in the amount of any undisputed delinquency.

SOUTHERN REGION AGREEMENT – WAGE PAGE ONLY

| | <u>1/1/11</u> | <u>1/1/12</u> | <u>1/1/13</u> | <u>1/1/14</u> |
|------------------|---------------|---------------|---------------|---------------|
| Group I | \$26.04 | \$26.56 | \$27.09 | \$27.63 |
| Group II | \$23.18 | \$23.64 | \$24.11 | \$24.60 |
| Group III | \$21.98 | \$22.42 | \$22.87 | \$23.33 |
| H&W | \$4.81 | \$5.08 | *\$5.67 | *\$6.35 |
| Pension | \$3.00 | \$3.20 | \$3.30 | \$3.40 |

**These rates are projected. Actual amount will not exceed posted amount.*

When new equipment not covered by the above classifications is to be used for transportation of men and/or materials, a new classification and rate shall be negotiated between the parties hereto and put into effect before the equipment involved is put into service.

RECEIVED

12/06/2011

CENTRAL STATES FUNDS
CONTRACT DEPARTMENT

Updated 11/22/11

SOUTHERN REGION CONSTRUCTION AGREEMENT

**between
SIGNATORY CONTRACTOR
and the
TEAMSTERS LOCAL UNION**

This Agreement is made and entered into this ____ day of _____, 20__, by and between _____ (hereinafter referred to as the "Employer") Teamsters Local Union No. ____ (hereinafter referred to as "Union"). This agreement does not supersede any local agreements covering Building, Heavy and Highway construction.

ARTICLE I PURPOSE

Section 1. The purpose of this Agreement is to promote efficiency of operations on the project and provide for peaceful settlement of labor disputes without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the work.

Section 2. The Employer and the Union desire to mutually establish and stabilize wages, hours and working conditions for the workers employed under this Agreement by the Employer and, further, to encourage close cooperation between the Employer and the Union to the end that a satisfactory, continuous, and harmonious relationship will exist between the parties to this Agreement.

Section 3. The Union has in its Local Union membership competent, skilled, qualified and certified workers required to perform the work incidental to the effective accomplishment of this project.

Section 4. In referring to employees in this Agreement, the masculine gender is used for convenience only and shall refer both to males and females.

ARTICLE II SCOPE OF AGREEMENT

Section 1. Employer, as used herein, refers to the signatory employer and subcontractors of any tier performing work on projects for which the signatory employer has management responsibility under its prime contract.

Section 2. This Agreement does not limit the selection or utilization of subcontractors for the performance of the work described herein; however, such subcontractors shall become signatory to this Agreement.

Section 3. The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees performing work coming within the recognized trade jurisdiction of the Union.

Section 4. This Agreement shall not apply to executives, engineers, draftsmen, supervisors, assistant supervisors, timekeepers, office workers, guards, or other non-manual employees.

Section 5. This Agreement represents the complete understanding of the parties; and the Employer shall not be required to sign any other agreement during the performance of the work described herein, except such participation agreements, relating to the payment of fringe benefits, which may be required by any fringe benefit trust fund.

Section 6. Both parties recognize that there may be extenuating circumstances when it is to the mutual interest of both parties to modify the terms of this Agreement. If that event, it will not be a violation of this Agreement for the parties to meet and mutually agree to make such modifications to meet a specific need on a specific project in the form of an addendum to this Agreement.

ARTICLE III UNION SECURITY

Section 1. The Employees shall become and remain members of the Union as a condition of employment from the seventh (7th) but not later than the eight (8th) day of employment, or the effective of this Agreement, whichever is later.

Section 2. It is further agreed that all Union members employed by the Employer shall maintain their membership in good standing in the Union.

Section 7. It is recognized by the parties to this Agreement that the standard work week may not be desirable or cost effective for some projects, and other arrangements for hours of work could be necessary. On projects where job conditions require a change in the work day, work week, and/or shifts, the parties mutually may change these conditions to meet the requirements of the project.

Section 8. Recognized holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. In the event a holiday falls on a Sunday, the following day, Monday, shall be observed as such holiday; if any of the above holidays fall on Saturday, Friday shall be observed as the holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate, but in no case shall such overtime rate be more than double the straight time rate.

ARTICLE VII WAGE SCALES AND BENEFITS

Section 1. Wage rates shall be those as set forth in Appendix A in this Labor Agreement unless modified pursuant to Article II, Section 7 or Article VII, Section 3 of this Agreement. With respect to premiums, only those premiums incorporated in the appropriate Davis-Bacon wage determination at the time the Employer is authorized to perform work will be paid. Premiums so incorporated will be paid on all work.

Section 2. The Employer agrees to pay the fringe benefit contribution rates contained in Appendix B in this Agreement referenced above, and adopts and agrees to be bound by the written terms of legally established trust agreements specifying the detailed basis on which payments are to be made to such trust funds. The Employer authorizes the parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts

the trustees so appointed as if made by the Employer. Nothing contained in this Section is intended to require the Employer to become a member of any employer group or association as a condition for making such contributions.

Section 3. In the event the Davis-Bacon determination does not meet the local negotiated wage rates and fringes of the signatory Unions for that classification of work the parties shall meet and establish comparable wages and fringe benefits, which will be attached as Appendix "A," in order to utilize the trained and certified crafts on the project.

Section 4. Upon presentation of a proper authorization form executed by the individual employee, the Employer agrees to deduct union dues from net pay after taxes and remit same to the Union in accordance with applicable law. It is understood the Employer will remit each month the Union dues deducted in accordance with this Article on the transmittal forms used for fringe benefit contributions and that the pro-rata costs of such forms and the collection and accounting thereof will be paid by the Union to the fringe benefit administrator.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 1. It is specifically agreed that in the event any disputes arise out of the interpretation or application of this Agreement, excluding questions of jurisdiction, the same shall be settled by means of the procedure set out herein. No such grievance shall be recognized unless called to the attention of the Employer by the Union and/or its respective Local Union or to the attention of the Union and/or its respective Local Union by the Employer within ten (10) calendar days after the alleged violation was committed.

Section 2. Grievances shall be settled according to the following procedure:

- STEP 1:** The steward and grievant shall meet with the Superintendent in an effort to resolve the grievance.
- STEP 2:** The dispute shall be referred to the Business Representative of the Local Union involved or his designated representative and the Project Superintendent and/or the Employer's representative at the project.

ORIGINAL

PARTS UNIT

AGREEMENT

BETWEEN

**ST. CLAIR-MADISON COUNTIES
AUTOMOTIVE DEALERS**

AND

**TEAMSTERS, AUTOMOTIVE, PETROLEUM AND ALLIED TRADES,
LOCAL UNION NO. 50**

Effective September 1, 2013 to August 31, 2016

RECEIVED

MAY 15 2014

**CONTRACT
DEPARTMENT**

(00260646.2)

ST. CLAIR-MADISON COUNTIES
AUTOMOBILE DEALERS AGREEMENT

(September 1, 2013 to August 31, 2016)

AGREEMENT

It is hereby agreed by and between the TEAMSTERS, AUTOMOTIVE, PETROLEUM AND ALLIED TRADES, LOCAL UNION NO. 50, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, 1609 North Illinois Street, Belleville, Illinois, hereinafter referred to as the "Union" and St. Clair-Madison Counties Automobile Dealers, hereinafter referred to as the "Employer", that the following schedule set forth shall be accepted as the working conditions between the employees and the Company, or Employer, who are parties hereto.

Nothing herein shall be construed to be in violation of any Federal law or any rule or regulation made pursuant thereto.

IT IS FURTHER AGREED that this Agreement shall become effective as of September 1, 2013.

ARTICLE 1 - RECOGNITION

Section 1. The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all Working Parts Department Managers, Parts Department Counter men, Parts Stockmen and grandfathered Utility Class B&C&D&E employees, and excluding all other employees.

Section 2. The employees represented by the Union and covered by this Agreement are sometimes hereinafter referred to as the "Employees" or individually as the "Employee".

Section 3. It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the economic relationship and establish and maintain the highest degree of efficiency in productivity.

ARTICLE 2 - JOB SECURITY

Section 1. In order to provide covered employees with the maximum job security, it is hereby agreed as follows:

The Employer shall not permit any of its employees who are not in the bargaining units covered by this Agreement to do any of the work which is done by employees within the bargaining units. However, this subsection shall not be construed to bar the owner or any general manager in charge of operation of the Employer's business from doing such work. It is further agreed that supervisory Parts Managers may perform parts work in order to fill in for an employee absent due to vacation, illness or injury.

the term of the Agreement, that each covered employee will contribute Thirty-Two Dollars (\$32.00) per week through payroll deduction in order to remain covered under the plan.

Section 3. In the event an employee is injured or becomes sick, the Employer shall continue to pay the monthly contributions until employee's recovery from said accident or sickness provided, however, such payments shall not exceed three (3) months in number.

ARTICLE 12 - WELFARE AND PENSION DELINQUENCY CLAUSE

Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a period in the payment of his contributions to any medical, health and welfare, or pension fund created under this contract in accordance with the rules and regulations of the Trustees of such funds, the employees or their representatives, after the proper official of the Local Union shall have given 72 hours notice in writing to the Employer of such delinquency in medical, health and welfare and pension payments, shall have the right to take such action as they deem necessary, including strike action, until such delinquency payments are made. It is further agreed that in the event such action is taken, it shall not constitute a violation of this Agreement.

The Employer shall be responsible to the employees for losses resulting therefrom. Action for delinquent contributions may be instituted by the Local Union, the Area Conference, or the Trustees. Employers who are delinquent must also pay all attorney's fees and costs of collection.

ARTICLE 13 - PENSION PLAN

Section 1. It is further agreed that the Employer will pay into the Central States, Southeast and Southwest Areas Pension Plan on each employee in their employment, and on their payroll for a period of at least 30 days, as set out below.

Effective December 1, 2013 - \$138.10 per week per employee covered by this Agreement.

Effective December 1, 2014 - \$143.60 per week per employee covered by this Agreement.

Effective December 1, 2015 - \$149.30 per week per employee covered by this Agreement.

Section 2. The week for each month shall be computed by the number of Saturday's in each month.

ARTICLE 14 - HOLIDAYS

Section 1. It is further agreed that the following holidays, namely New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve Day, Christmas Day, and employee's birthday shall be considered as days off with pay for all members of the bargaining units.

The employee's birthday shall be celebrated the Friday before or the Monday following his birthday date. The employee agrees that he will give two (2) weeks notice to the Employer as to when his birthday will be celebrated.

Section 2. It is agreed that employees covered under this Agreement shall receive holiday pay for the nine (9) holidays listed in this Agreement regardless of the day on which they fall.

Section 3. Employees shall be paid the straight time rate for the above holidays when they are not worked, double time for work performed on these holidays.

Section 4. It is further agreed that when a holiday falls on a Saturday, the employee will work five (5) days, Monday through Friday, and be paid for six (6) days at the regular rate of pay during the week in which the holiday falls. When a holiday falls on a Sunday and is, by proclamation, celebrated on the following Monday, the employee shall be off with pay for that Monday.

Section 5. The Employer shall not be required to pay an employee for a holiday not worked if the employee fails to work either the last regular working day before the holiday, or the first regular working day after the holiday, unless such employee has been given a leave of absence by the Employer, or unless the employee is absent due to sickness and can give proof of such sickness to the Employer.

ARTICLE 15 - FUNERAL LEAVE

Employees shall receive one (1) day's funeral leave pay. Compensable day must fall during workweek of Monday through Friday in which the employee would have been working, and the compensable day must be day of funeral if it falls Monday through Friday. Funeral leave is for immediate family, which is understood to be mother, father, brother, sister, spouse, daughter or son, mother-in-law, father-in-law and those relationships generally called "step" providing persons in such relationship have lived or have been raised in the family home and have continued an active family relationship. Employee shall receive one (1) additional day of funeral leave with pay due to death of employee's spouse, child or parents.

ARTICLE 16 - UNIFORM ALLOWANCE

Section 1. Whenever the Employer or Company requires or requests their employees to wear uniforms, the Employer or Company agrees to furnish such uniforms.

It is further agreed whenever the Employer or Company does not require or request their employees to wear uniforms they shall not be required to pay for such uniforms.

Whenever uniform allowances are being paid by the Employer before the signing of this Agreement, such uniform allowances shall not be reduced, but shall remain the same.

Section 2. Where employees are not required to wear uniforms, the Employer shall pay \$6.00 per month toward the maintenance of the employee's work clothes. The \$6.00 payment shall be made on the last payday of the month.

Section 3. The Company also agrees to furnish, where needed, rubber raincoats, boots, and rubber aprons and other rain and waterproof clothing for the protection of the men while on the job. Such property shall remain the property of the Company. These materials to remain on

STANDARD AUTOMOTIVE AGREEMENT

Approved By

**ST. LOUIS AUTO DEALERS
ASSOCIATION SIGNATORY GROUP**

and

**AUTOMOTIVE, PETROLEUM AND ALLIED
INDUSTRIES EMPLOYEES UNION,
LOCAL 618**

2012 - 2017

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**CONTRACT
DEPARTMENT**

STANDARD AUTOMOTIVE AGREEMENT

PREAMBLE

THIS AGREEMENT, made and entered into, effective the 1st day of October, 2012, by the Saint Louis Auto Dealers Association, Signatory Group, hereinafter "Association" only as the authorized bargaining representative for and in behalf of each signatory company that has designated the Association as its collective bargaining agent (multi – employer bargaining group members are listed on the attached Exhibit A), hereinafter individually designated as "Employer" and the Automotive, Petroleum and Allied Industries Employees Union, Local 618, hereinafter "Union".

In the application or interpretation hereof, the Agreement between the Employer (acting through the Association) and the Union shall be conclusive and binding on all persons affected by this Standard Agreement. Individual employer differences settled between the Employer and the Union shall be conclusive and binding only on all persons affected at that dealership.

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Employer and the Union representing its employees.

ARTICLE 1

CONDITIONS OF EMPLOYMENT--ALL CLASSIFICATIONS--ALL EMPLOYEES

Section 1.1. RECOGNITION. The Employer recognizes the Union as the sole bargaining agent for the employees under its jurisdiction. It is further agreed that no other labor organization or group of employees shall be recognized in any form for any purpose respecting collective bargaining. The Employer agrees that all duties coming under the jurisdiction of or specified in this Contract shall be performed only by members of the bargaining unit.

The bargaining unit is defined to include those employees covered by the job classifications listed in Article 21 and work directly relating to such operations.

Section 1.2. UNION SECURITY. It is understood and agreed by and between the parties hereto that as a condition of employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union, and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the thirty-first (31st) day following the execution date of this Agreement. The failure of any persons to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain their Union membership

ARTICLE 23

PENSION PLAN

Section 23.1. During the term of this Agreement, the Employer agrees to pay to Central States, Southeast and Southwest Area Pension Fund monthly as directed on the following basis:

| | |
|---------------------|--------------------------------------|
| Effective 10/1/2012 | - \$193.10 per week on each employee |
| Effective 10/1/2013 | - \$200.80 per week on each employee |
| Effective 10/1/2014 | - \$208.80 per week on each employee |
| Effective 10/1/2015 | - \$217.20 per week on each employee |
| Effective 10/1/2016 | - \$225.90 per week on each employee |

Employer contribution requirements shall be made pursuant to Plan Contribution Schedule B as follows:

- (a) On each Regular, Part-Time or Seasonal employee who is eligible under (b) or (c) below and who has worked in any week or portion thereof. (Note 1)
 - (b) On each Regular or Extra employee who has been on the payroll ninety (90) days or more.
 - (c) On each Part-Time or Seasonal employee (See also, Sections 21.4 and 21.5) who after 8/1/2001 performed one thousand (1,000) hours of work in any calendar year. Contributions will be made for all compensated periods thereafter for the remainder of that year and all subsequent years in the same manner and amount as required for Regular employees.
 - (d) If any employee is absent because of illness or off-the-job injury and notifies the Employer in writing of such absence, the Employer shall continue to pay the required contributions for a period of four (4) weeks.
 - (e) If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twenty-six (26) weeks.
 - (f) If any employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.
- (NOTE 1.) Only for purposes of Section 23.1(a) above, all vacation days shall be considered as time "worked". For the purposes of defining "Extra Employee", it is understood such employee is currently in the employ of the contributing Employer, having been on the payroll ninety (90) days or more and works intermittently. (See also, Section 21.4 and 21.5).

Section 23.2. Health and Welfare or Pension Funds Delinquency. Notwithstanding anything herein contained it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contribution to the Health and Welfare Fund, or Pension Fund or

Funds created under this Contract, in accordance with the Rules and Regulations of the Trustees of such funds, the employees or their representatives, after the proper official of the Local Union shall have given seventy-two (72) hours' notice to the Employer of such delinquency in Health and Welfare and Pension Payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to its employees for losses resulting therefrom.

Section 23.3. "New Employer Amendment" / Individual Dealer Option. The Central States, Southeast and Southwest Areas Pension Plan (the "Pension Fund") received approval on 10/14/2011, from the Pension Benefit Guaranty Corporation ("PBGC") of an amendment to the Pension Fund establishing an alternative method for allocating the Pension Fund's unfunded vested liability that will limit new employers from exposure for unfunded vested liability that is not directly attributable to the new employers' employees (the "New Employer Amendment"). The New Employer Amendment would also allow individual Dealers covered by this Agreement who contribute to the Pension Fund to cease contributing to the Pension Fund, completely satisfy any and all withdrawal liability related to past contributions to the Pension Fund, and to recommence contributions as a "new employer" under the conditions described above.

Section 23.4. With the Pension Fund's adoption and the PBGC's approval of the New Employer Amendment (including any further amendments to the New Employer Amendment that may be adopted by the Pension Fund and approved by the PBGC), IBT Local 618 agrees that any individual Dealer covered by this Agreement may (but is not required to) enter into an agreement with the Pension Fund (on such terms as may be agreed upon by the said individual Dealer and the Pension Fund) under which the said individual Dealer ceases to make contributions to the Pension Fund, completely satisfies any and all withdrawal liability related to past contributions to the Pension Fund and immediately recommences contributions as a "New Employer" under the terms of the New Employer Amendment. This New Employer Amendment is available to each such individual Dealer on an optional basis; it is optional for each dealer; the option may be exercised by any such individual Dealer at any time during the term of this Agreement.

Section 23.5. Section 23.4. No Further Pension Increase. It is the intent of the parties that under no circumstance whether by legislation or otherwise, shall the amount of the pension contributions set forth in Section 23.1 be increased during the life of this Agreement per force of additional moneys paid by any Employer; any such increase shall be deducted from the wage rates.

ARTICLE 24

LEGALITY AND CHANGES IN THE LAW

Section 24.1. In the event that any part or provision of this Agreement shall be rendered or declared invalid by reason of any law, regulation, order or decree of any court or board, then only that part or provision rendered or declared invalid shall be considered null and void, and the remainder of this Agreement shall remain in full force and effect, according to its original terms; provided, however, that in such event the parties agree to negotiate in good faith for such modified provisions as will be valid on the same subject matter.

AGREEMENT
ST. LOUIS PLUMBING SUPPLY INDUSTRY
and
TEAMSTERS LOCAL 682
2011 - - 2016
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**CONTRACT
DEPARTMENT**

AGREEMENT

ST. LOUIS PLUMBING SUPPLY INDUSTRY

THIS AGREEMENT, dated the 1st day of June, 2011, by and between the ST. LOUIS PLUMBING SUPPLY INDUSTRY or its successors, located in St. Louis, Missouri, hereinafter called the "Company", party of the First Part, and LOCAL UNION NO. 682, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or its successors, party of the Second Part, hereinafter called the "Union", for the purpose of establishing rates of pay, wages, hours of work, and conditions of employment to be observed between the parties hereto.

ARTICLE I - RECOGNITION

Section 1. The Company agrees to recognize, and does hereby recognize, the Union, its agents, representatives, or successors, as the exclusive bargaining agency for all of the employees of the Company as herein defined.

Section 2. The term "Employee" as used in this Agreement shall include all chauffeurs and regular helpers, but excluding Executives, Supervisors, Office, Professional Employees, Guards and all employees covered by other unions.

Section 3. The Company will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.

Section 4. The Company agrees that it will not sponsor or promote, financially or otherwise, any labor group or labor organization, for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against any employee in connection with his membership in the Union.

expenses incurred, including court cost and reasonable attorney fees as agreed between the parties or as shall be approved by the Court.

ARTICLE XVII – PENSION

Effective June 1, 2011, the Employer shall contribute to the Pension Fund the sum of One Hundred Eighty-Four Dollars and thirty cents (\$184.30) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective June 1, 2012, this contribution shall be increased to One Hundred Ninety-Three Dollars and fifty cents (\$193.50) per week per employee. Effective June 1, 2013, this contribution shall be increased to Two Hundred One Dollars and twenty cents (\$ 201.20) per week per employee. Effective June 1, 2014, this contribution shall be increased to Two Hundred Nine Dollars and twenty cents (\$209.20) per week per employee. Effective June 1, 2015, this contribution shall be increased to Two Hundred Seventeen Dollars and sixty cents (\$217.60) per week per employee.

These contributions shall be made for any payroll week during which the employee receives payment from the Employer for either wages, show-up time, vacation time or holiday pay.

This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this contract for operations under this Contract or for operations under the Southeast and Southwest Areas Contracts to which Employers who are party to this Contract are also parties.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work, however, such contributions shall

not be paid for a period of more than six (6) months. When an employee is on layoff, the Employer shall continue to make payments for the Pension Program for the balance of the month during which the employee is laid off.

Prompt payments into this Fund are imperative and shall be made immediately after the end of each month. Any Employer failing to remit accrued contributions within three (3) weeks after they are due shall be considered as having violated this Agreement and shall be subject to suit or strike, anything to the contrary elsewhere in this Agreement notwithstanding. In the event suit is filed, and in addition to contributions due, the Employer agrees to pay the cost and expenses incurred, including court costs and reasonable attorney fees as agreed between the parties or as shall be approved by the Court.

ARTICLE XVIII - EMPLOYEE SECURITY CLAUSE

It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action, or permanent replacement, in the event an employee refuses to go through any lawful primary picket line, including a lawful primary picket line of the Union party to this Agreement or others, and including a lawful primary picket line at the Employer's place of business or elsewhere. The provisions of this Article shall not survive the expiration date of this Agreement.

The Union agrees that in the event the Employer becomes involved in a controversy with any other union, the Union will do all in its power to help effect a fair settlement.

ARTICLE XIX - UNAUTHORIZED ACTIVITY

It is understood and agreed that the Union shall have no financial liability for the acts of its members or agents which are unauthorized and which the Union cannot control. In the event of any unauthorized action, the Union, upon receiving notice thereof, shall use all reasonable

in weekly contributions to Health and Welfare divided by forty (40).

ARTICLE XXII - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of five (5) years from the 1st day of June, 2011, through the 31st day of May, 2016 and there shall be no reopening during the term of the Agreement.

Either party may, sixty (60) days prior to the expiration date, give written notice of a desire to cancel this Agreement as of the expiration date or to make generally specified amendments to this Agreement. If, prior to the ensuing expiration date, the parties fail to agree upon a successor Agreement, then this Agreement shall terminate upon such expiration date or upon such later date as may be mutually agreed upon in writing by the parties.

(Balance of this page intentionally left blank)

ST. LOUIS PLUMBING SUPPLY INDUSTRY

and

TEAMSTERS UNION LOCAL 688

June 1, 2011

thru

May 31, 2016

COVERS THE FOLLOWING:

ATLAS SUPPLY COMPANY, INC.

MIRACLE SUPPLY COMPANY

RECEIVED

JUN 21 2011

**CONTRACT
DEPARTMENT**

AGREEMENT

This AGREEMENT, made as of the 1st day of June, 2011 by and between the ST. LOUIS PLUMBING SUPPLY INDUSTRY, on behalf of its members who are listed on the signature page, and these Company's successors, all located in St. Louis, Missouri, and individually called "Company", Party of the First Part . . ." and Warehouse and Distribution Workers' Union TEAMSTERS LOCAL UNION NO. 688, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or their successors, Party of the Second Part, hereinafter referred to as the "Union", is for the purpose of establishing rates of pay, wages, hours of work, and conditions of employment to be observed between the parties hereto.

ARTICLE 1

RECOGNITION

Section 1: The Employer agrees to recognize and does hereby recognize the Union, its agents, representatives or successors as the exclusive bargaining agency with respect to hours, wages and working conditions, for all of the employees of the Employer as defined in the following section:

Section 2: The term "Employee" as used in this agreement shall include all persons engaged in handling materials, but EXCLUDING all other employees such as Clerical Workers, truck Drivers, Janitors, Salesman, and Supervisors as defined in the National Labor Relations Act, as amended.

(a) The Term "Manager" as used herein shall refer to the major executive in the Employer's establishment in which this Bargaining Unit is located and the term "Superintendent" shall refer to his representative, if any, in charge of operations in the Bargaining Unit.

Section 3: The Employer will neither negotiate nor make Collective Bargaining Agreements for any of its employees in the Bargaining Unit covered hereby unless it be through duly authorized representatives of the Union. The Employer agrees that it will not sponsor or promote, financially or otherwise, any labor group or labor organization for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against any employee in connection with his membership in the Union.

ARTICLE 2

UNION SECURITY CLAUSE

It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the Unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment; that the continued employment by the Employer in said Unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union, and that the continued employment of persons who were in the employ of the

On these holidays, or the day observed as such by the Nation, employees on normal work schedule shall be paid a holiday allowance just as though a regular eight (8) hour's work had been performed, even though no work may be performed by an employee on such holiday. However, when an employee is required to work on such holiday, he shall be paid for such work at his regular rate of pay in addition to the holiday allowance.

Any regular employee who is laid off through no fault of his own, within five (5) days before a designated holiday, shall be paid for such holiday.

ARTICLE 24

MEDICAL INSURANCE

Section 1: Atlas Supply Company, Inc. shall provide, and Miracle Supply Company shall continue to provide, the same medical insurance for bargaining-unit employees as is provided to non-bargaining unit employees. Pre-existing conditions shall be covered upon entry into the medical insurance plan.

The annual deductible (in-network only) shall be as follows:

| | <u>6/1/11</u> | <u>6/1/12</u> | <u>6/1/13</u> | <u>6/1/14</u> | <u>6/1/15</u> |
|------------|---------------|---------------|---------------|---------------|---------------|
| Individual | \$500 | \$750 | \$1,000 | \$1,000 | \$1,250 |
| Family | \$800 | \$1000 | \$1,000 | \$1,250 | \$1,500 |

The annual out-of-pocket maximum (in-network only) shall be as follows:

| | <u>6/1/11</u> | <u>6/1/12</u> | <u>6/1/13</u> | <u>6/1/14</u> | <u>6/1/15</u> |
|------------|---------------|---------------|---------------|---------------|---------------|
| Individual | \$2,000 | \$2,250 | \$2,500 | \$2,750 | \$3,000 |
| Family | \$2,500 | \$2,750 | \$3,000 | \$3,250 | \$3,500 |

The company will reimburse the employee for in-network covered medical expenses incurred between the in-network annual deductible and the in-network annual out-of-pocket maximum.

Section 2: Atlas Supply Company, Inc. shall provide, and Miracle Supply Company shall continue to provide, the same dental insurance for bargaining-unit employees as is provided to non-bargaining unit employees. Each company shall provide for the life of this collective bargaining agreement the benefit levels that currently exist.

ARTICLE 25

PENSIONS

Effective June 1, 2011, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of One Hundred Eighty-Four Dollars and Thirty Cents (\$184.30) per week for each employee covered by this Agreement who has been on the payroll

thirty (30) days or more. Effective June 1, 2012, this contribution shall be increased to One Hundred Ninety-Three Dollars and Fifty Cents (\$193.50) per week per employee. Effective June 1, 2013 this contribution shall be increased to Two Hundred One Dollars and Twenty Cents (\$201.20) per week per employee. Effective June 1, 2014 this contribution shall be increased to Two Hundred Nine Dollars and Twenty Cents (\$209.20) per week per employee. Effective June 1, 2015, this contribution shall be increased to Two Hundred Seventeen Dollars and Sixty Cents (\$217.60) per week per employee.

Also effective June 1, 2015, the employee shall pay one-half (1/2) of the Eight Dollars and Forty Cents (\$8.40) increase in the weekly contribution (that is, Four Dollars and Twenty Cents (\$4.20)) through payroll deduction.

By execution of this Agreement, the Employer authorizes the Employers Associations who are parties to the contract establishing such Fund to enter into appropriate Trust Agreements and Amendments thereto for the purpose of administering such Fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contribution until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. When an employee is on layoff, the Employer shall continue to make payments to the Pension Program for the employee for the balance of the month in which the employee is laid off.

Employees who work either temporarily or in case of emergency less than thirty (30) days under the terms of this Contract shall not be covered by the provisions of this Article.

ARTICLE 26

MEDICARE

The Employer shall pay for and on behalf of each regular employee of the Employer who is subject to the terms and conditions of this Agreement, an amount not to exceed Twenty One Dollars and Fifty Cents (\$21.50) per week, which payments shall be made by the Employer to the Trustees of a Trust under a certain indenture created for the purpose of providing medical benefits and care for the employees and their spouses and/or life insurance for said employees (all as therein defined), subsequent to said employees' retirement. Effective January 1, 2012, said payment shall not exceed Twenty Two Dollars and Fifty Cents (\$22.50) per week. Effective January 1, 2013, any increase in this contribution shall not exceed one dollar (\$1.00) per week over the previous calendar year's contribution rate. Effective January 1, 2014, an increase in this contribution shall not exceed one dollar (\$1.00) per week over the previous calendar year's contribution rate. Effective January 1, 2015, any increase in this contribution shall not exceed one dollar (\$1.00) per week over the previous calendar year's contribution rate. Effective January 1, 2016, any increase in this contribution shall not exceed one dollar (\$1.00) per week

RECEIVED

AGREEMENT

MAY 23 2005

ST. LOUIS READY MIX COMPANIES CONTRACT
MEMBERS OF ST. LOUIS MATERIAL DEALERS ASSOCIATION AGREEMENT

2005 - 2010

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AGREEMENT

ST. LOUIS READY MIX COMPANIES
MEMBERS OF ST. LOUIS MATERIAL DEALERS ASSOCIATION

2005 -2010

THIS AGREEMENT, MADE AND ENTERED INTO AS OF THE 15TH DAY OF MARCH, 2005 BY AND BETWEEN BRECKENRIDGE MATERIAL AND MEMBERS SIGNATORY HERETO, HEREINAFTER CALLED THE "EMPLOYER", AND THE CONSTRUCTION, BUILDING MATERIAL, ICE AND COAL, LAUNDRY AND DRY CLEANING, MEAT AND FOOD PRODUCTS DRIVERS, HELPERS, WAREHOUSEMEN, YARDMEN, SALESMEN AND ALLIED WORKERS, LOCAL UNION NO. 682, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS; HEREINAFTER CALLED THE "UNION".

ARTICLE I - RECOGNITION

SECTION 1. THE EMPLOYER MEMBERS OF THE ASSOCIATION RECOGNIZES THE UNION AS THE EXCLUSIVE COLLECTIVE BARGAINING AGENT OF THE CHAUFFEURS, HELPERS AND WAREHOUSEMEN, BUT EXCLUDING OFFICE, CLERICAL AND PROFESSIONAL EMPLOYEES, GUARDS, LABORERS, HOISTING ENGINEERS, AND ALL OTHER EMPLOYEES AND SUPERVISORS FOR THE PURPOSE OF COLLECTIVE BARGAINING IN RESPECT TO RATES OF PAY WAGES, HOURS OF EMPLOYMENT OR OTHER CONDITIONS OF EMPLOYMENT.

SECTION 2. THE EMPLOYER WILL NEITHER NEGOTIATE NOR MAKE COLLECTIVE BARGAINING AGREEMENTS FOR ANY OF ITS EMPLOYEES IN THE BARGAINING UNIT COVERED HEREBY UNLESS IT BE THROUGH DULY AUTHORIZED REPRESENTATIVES OF THE UNION.

SECTION 3. THE EMPLOYER AGREES THAT IT WILL NOT SPONSOR OR PROMOTE, FINANCIALLY OR OTHERWISE, ANY LABOR GROUP, OR LABOR ORGANIZATION FOR THE PURPOSE OF UNDERMINING THE UNION; NOR WILL IT INTERFERE WITH, RESTRAIN, COERCE, OR DISCRIMINATE AGAINST ANY OF ITS EMPLOYEES IN CONNECTION WITH THEIR MEMBERSHIP IN THE UNION.

SECTION 4. THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES, THEIR SUCCESSORS, ADMINISTRATORS, EXECUTORS AND ASSIGNS.

ARTICLE II - REPRESENTATION

SECTION 1. THE UNION SHALL HAVE ONE OF THE EMPLOYEES AS SHOP STEWARD ON EACH SHIFT. HE SHALL NOT HAVE AUTHORITY TO CALL ANY STRIKE OR WORK STOPPAGES. THE STEWARD SHALL BE THE FIRST MAN PUT TO WORK AND THE LAST MAN LAID OFF IN CONFORMITY WITH THE ARBITRATION AWARD DATED MARCH 16, 1956. THE UNION SHALL NOTIFY THE EMPLOYERS IN WRITING AS TO WHO THE UNION SHOP STEWARD IS.

OUT ANY SUCH NOTICE. THE UNION SHALL NOTIFY THE EMPLOYER IN WRITING AS TO THE NAME OF ITS TOP ADMINISTRATIVE OFFICER.

ARTICLE XVIII - SAVINGS CLAUSE

THE AGREEMENT COVERS THE ENTIRE UNDERSTANDING BETWEEN THE EMPLOYER AND THE UNION. SHOULD ANY PROVISION OF THIS CONTRACT BE CONTRARY TO OR IN VIOLATION OF ANY APPLICABLE EXISTING OR FUTURE LAW, THEN SUCH PROVISION OF SUCH EVENT SHALL BE VOID AND OF NO FORCE AND EFFECT, BUT ALL OTHER PROVISIONS OF THIS AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT AND BE BINDING UPON THE PARTIES. IT IS THE INTENTION OF THE PARTIES TO FULLY PRESERVE THE FULL FORCE AND EFFECT OF ALL PROVISIONS OF THIS CONTRACT NOT CONTRARY TO LAW.

ARTICLE XIX - MANAGEMENT

THE MANAGEMENT OF THE COMPANY'S BUSINESS AND THE DIRECTION OF THE WORKING FORCES, INCLUDING THE RIGHT TO HIRE, SUSPEND, DISCIPLINE OR DISCHARGE FOR PROPER CAUSE, OR TO TRANSFER, TO PROMOTE OR DEMOTE, AND THE RIGHT TO RELIEVE EMPLOYEES FROM DUTY FOR LACK OF WORK OR FOR OTHER LEGITIMATE REASONS, AND TO ASSIGN EQUIPMENT, IS VESTED EXCLUSIVELY IN THE COMPANY, SUBJECT TO THE PROVISIONS OF THIS AGREEMENT.

ANY DISPUTE ARISING UNDER THIS CLAUSE SHALL BE SUBJECT TO ARBITRATION AS CONTAINED IN ARTICLE IX.

ARTICLE XX - PENSION

EFFECTIVE MARCH 15, 2005, THE EMPLOYER SHALL CONTRIBUTE TO THE CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND THE SUM OF THIRTY FOUR DOLLARS (\$34.00) PER EACH, OR PART OF A DAY EITHER WORKED OR COMPENSATED, TO A MAXIMUM OF ONE HUNDRED AND SEVENTY DOLLARS (\$170.00) A WEEK, FOR EACH REGULAR EMPLOYEE COVERED BY THIS AGREEMENT WHO COMPLETED THIRTY (30) REGULAR WORKING DAYS OF EMPLOYMENT.

IF THE CENTRAL STATES PENSION FUND ADOPTS AN HOURLY CONTRIBUTION RATE DURING THE TERM OF THIS CONTRACT, THE ASSOCIATION HAS THE OPTION OF CHANGING THE CONTRIBUTION RATE TO AN HOURLY RATE.

THIS FUND SHALL BE THE CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. THERE SHALL BE NO OTHER PENSION FUND UNDER THIS CONTRACT FOR OPERATIONS UNDER THIS CONTRACT OR FOR OPERATIONS UNDER THE SOUTHEAST AND SOUTHWEST AREAS CONTRACT TO WHICH EMPLOYERS WHO ARE PARTY TO THIS CONTRACT ARE ALSO PARTIES.

THIS CONTRIBUTION SHALL BE MADE ON ALL EMPLOYEES RECEIVING ANY COMPENSATION FOR ANY WEEK, EXCEPT WHERE THE ONLY COMPENSATION RECEIVED BY AN EMPLOYEE IS HOLIDAY PAY.

IF ANY EMPLOYEE IS ABSENT BECAUSE OF ILLNESS OR OFF-THE-JOB INJURY AND NOTIFIES THE EMPLOYER OF SUCH ABSENCE, THE EMPLOYER SHALL CONTINUE TO MAKE THE REQUIRED CONTRIBUTIONS FOR A PERIOD OF FOUR (4) WEEKS. IF AN EMPLOYEE IS INJURED ON THE JOB, THE EMPLOYER SHALL CONTINUE TO PAY THE REQUIRED CONTRIBUTIONS UNTIL SUCH EMPLOYEE RETURNS TO WORK; HOWEVER, SUCH CONTRIBUTIONS SHALL NOT BE PAID FOR A PERIOD OF MORE THAN SIX (6) MONTHS. IF AN EMPLOYEE IS GRANTED A LEAVE OF ABSENCE, THE EMPLOYER SHALL COLLECT FROM SAID EMPLOYEE, PRIOR TO THE LEAVE OF ABSENCE BEING EFFECTIVE SUFFICIENT MONEYS TO PAY THE REQUIRED CONTRIBUTIONS INTO THE PENSION FUND DURING THE PERIOD OF ABSENCE.

IN THE EVENT ANY EMPLOYER IS DELINQUENT IN PAYMENT OF HIS CONTRIBUTIONS TO THE PENSION FUND, THE MATTER SHALL BE REFERRED TO THE UNION PRESIDENT, OR HIS DESIGNATED REPRESENTATIVE, REPRESENTING THE UNION AND ROBERT B. VINING, OR HIS DESIGNATED REPRESENTATIVE, REPRESENTING THE EMPLOYER.

AN ATTEMPT SHALL BE MADE TO ADJUST THE MATTER WITHIN TWO (2) WEEKS AFTER THE UNION REPRESENTATIVE HAS ADVISED THE COMPANY REPRESENTATIVE SUCH A DELINQUENCY EXISTS.

IN THE EVENT THE TWO REPRESENTATIVES CANNOT CORRECT THE DELINQUENCY TO THEIR MUTUAL SATISFACTION WITHIN THE STATED TWO (2) WEEK PERIOD, THE UNION SHALL BE FREE TO TAKE SUCH ACTION AS IT DEEMS NECESSARY UNTIL SUCH DELINQUENCY PAYMENTS ARE MADE, AND IT IS FURTHER AGREED THAT IN THE EVENT SUCH ACTION IS TAKEN, THE INDIVIDUAL EMPLOYER SHALL BE RESPONSIBLE TO HIS EMPLOYEES FOR LOSSES RESULTING THEREFROM.

ARTICLE XXI - MOONLIGHTING

SECTION 1. THE PARTIES HAVE NEGOTIATED AND AGREED UPON THE PROVISIONS OF THIS ARTICLE IN FURTHERANCE OF THEIR BELIEF THAT WORK EFFICIENCY IS IMPAIRED BY EMPLOYEES MOONLIGHTING AND THAT THE SAFETY OF PERSONS AND PROPERTY IS IN DANGER WHENEVER PERSONS UNDERTAKE TO WORK AT MORE THAN ONE JOB ON THE SAME DAY OR DURING THE SAME WEEK.

SECTION 2. IT IS THEREFORE UNDERSTOOD AND AGREED THAT NO PERSON SHALL BE EMPLOYED FOR THE PERFORMANCE OF WORK COVERED BY THIS LABOR CONTRACT OR CONTINUED IN SUCH EMPLOYMENT IF HE HAS OR ACQUIRES REGULAR OR PART-TIME EMPLOYMENT EITHER WITH ANOTHER EMPLOYER IN ANY CAPACITY OR WITH THIS EMPLOYER IN A TYPE OF WORK NOT COVERED BY THIS AGREEMENT.

SECTION 3. CONSISTENT WITH THE OBJECT AND PURPOSES EXPRESSED IN SECTION 1. ABOVE, THE PARTIES MAY, BY MUTUAL AGREEMENT EVIDENCED BY A WRITTEN LETTER OR DOCUMENT, MAKE EXCEPTIONS TO THE PROVISIONS OF THIS ARTICLE IN SPECIFIC CASES CONSIDERED BY THEM TO MERIT AN EXCEPTION.

ARTICLE XXII - JOB LABOR STANDARDS AND JOB SECURITY

SECTION 1. THE TERMS AND PROVISIONS OF THIS ARTICLE HAVE BEEN NEGOTIATED AND AGREED UPON BY AND BETWEEN THE PARTIES FOR THE PURPOSE OF PROVIDING COVERED EMPLOYEES WITH THE MAXIMUM JOB SECURITY AND STEADY EMPLOYMENT WARRANTED BY THE EMPLOYER'S BUSINESS, AND FOR THE ADDITIONAL PURPOSE OF PROVIDING AGAINST THE DIMINUTION OF THIS UNION'S ESTABLISHED WAGE SCALES AND WORKING CONDITIONS WHICH MAY RESULT IF PERSONS OUTSIDE OF THE BARGAINING UNIT HERE INVOLVED OR OUTSIDE OF OTHER SIMILAR BARGAINING UNITS ARE FREE TO DO LIKE WORK FOR LESS.

SECTION 2. THE EMPLOYER SHALL NOT DIRECT, REQUIRE OR KNOWINGLY PERMIT ANY OF ITS EMPLOYEES WHO ARE NOT INCLUDED WITH THE BARGAINING UNIT COVERED BY THIS AGREEMENT TO DO OR PERFORM ANY OF THE WORK WHICH IS DONE OR PERFORMED BY THOSE WITHIN THIS BARGAINING UNIT. NOR SHALL OWNERS, EMPLOYERS, THOSE HAVING A PROPRIETARY INTEREST IN THE BUSINESS, BE DIRECTED, REQUIRED OR KNOWINGLY PERMITTED TO DO OR PERFORM ANY OF SAID WORK.

SECTION 3. THE EMPLOYER AGREES TO REFRAIN FROM KNOWINGLY EMPLOYING THE SERVICES OF ANY PERSON, OR PERSONS, WHO DOES NOT OBSERVE THE WAGES, HOURS AND CONDITIONS OF EMPLOYMENT ESTABLISHED BY THIS COLLECTIVE BARGAINING AGREEMENT ON WORK COVERED BY THIS AGREEMENT.

ARTICLE XXIII - D.R.I.V.E. DEDUCTIONS

THE EMPLOYER WILL RECOGNIZE A LAWFUL, VOLUNTARY EMPLOYEE AUTHORIZATION FOR A DRIVE DEDUCTION FROM WAGES. THE DRIVE DEDUCTION SHALL BE MADE WEEKLY AND REMITTED WITHIN 30 DAYS TO NATIONAL DRIVE, C/O INTERNATIONAL BROTHERHOOD OF TEAMSTERS, 25 LOUISIANA AVENUE, N.W., WASHINGTON, D.C. 20001. THE UNION SHALL REIMBURSE THE EMPLOYER FOR ONLY THE EMPLOYER'S ACTUAL COST FOR THE EXPENSE INCURRED HEREBY.

ARTICLE XXIV - TERMINATION OF AGREEMENT

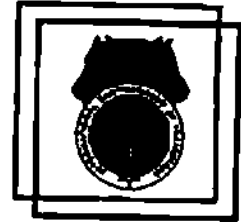
THIS AGREEMENT SHALL BE IN FULL FORCE AND EFFECT FOR THE PERIOD FROM MARCH 15, 2005 THROUGH MARCH 14, 2010. SIXTY (60) DAYS WRITTEN NOTICE PRIOR TO SAID EXPIRATION DATE SHALL BE GIVEN BY EITHER PARTY TO THE OTHER OF ANY DESIRE TO CANCEL OR AMEND THIS AGREEMENT. IN THE ABSENCE OF SUCH NOTICE, THIS AGREEMENT SHALL BE AUTOMATICALLY RENEWED FOR THE PERIOD OF AN ADDITIONAL YEAR.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED ON THE DATE NOTED IN THE PREAMBLE.

TEAMSTERS LOCAL UNION NO. 682

5730 ELIZABETH AVENUE
(314) 647-8350

ST. LOUIS, MISSOURI 63110
FAX (314) 647-4768



GENERAL TEAMSTERS, CHAUFFEURS, CONSTRUCTION, BUILDING MATERIAL, ICE AND COAL, LAUNDRY, DRY CLEANING AND INDUSTRIAL LAUNDRY AND DRY CLEANING DRIVERS, MEAT AND FOOD PRODUCTS DRIVERS, HELPERS, WAREHOUSEMEN, YARDMEN, SALESMEN AND ALLIED WORKERS.

Affiliations:

International Brotherhood
of Teamsters
Teamsters Joint Council No. 13
Missouri-Kansas Conference
of Teamsters

LETTER OF UNDERSTANDING

The employees are currently in Class 18 of Central States Pension Plan with a daily contribution rate of \$34.00. Any increase in that contribution rate during the life of this Agreement will be deducted from the wage increase. In addition, it is agreed that the employees will remain in Class 18 during the life of the Agreement.

Redacted by U.S. Treasury Department

Company Chairman

3-30-05

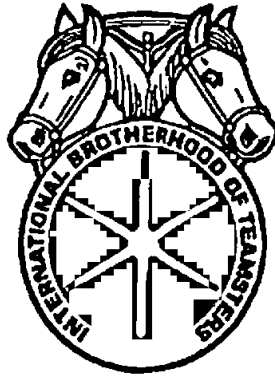
Date

Redacted by U.S. Treasury Department

Union

3-30-05

Date



TEAMSTERS LOCAL #727
AGREEMENT

WITH

"XXXXX"
XXXXX

2009

RECEIVED

FEB 05 2009

**CONTRACT
DEPARTMENT**

TRADE SHOW AGREEMENT

This Agreement is made and entered into by and between _____ hereinafter referred to as the "Company", and the Auto Livery Chauffeurs, Embalmers, Funeral Directors, Apprentices, Ambulance Drivers and Helpers, Taxicab Drivers, Miscellaneous Garage Employees, Car Washers, Greasers, Polishers and Wash Rack Attendants, Motion Picture, Theatrical, Exposition, Convention and Trade Show Employees Union, Local 727, an affiliate of the I. B. of T., hereinafter referred to as the "Union".

ARTICLE 1 - RECOGNITION

1.1 The Company hereby recognizes the Union as the sole and exclusive bargaining agent for all Referral Employees, Dockmen, Traffic Men, Pages, Checkers, Time Keepers, Warehousemen, Freight Handlers, Skid Handlers, Power and Fork Lift Operators, Laborers, Loaders and Unloaders of Trucks, Chauffeurs, Leadmen, Crew Foreman and Supervisors employed in all Buildings, Studios, Auditoriums, Arenas, Convention Halls, Stadiums, Amphitheaters, Fair Grounds, Baseball Parks, Race Tracks, Swimming Pools, Ice Skating Arenas, Amusement Parks and Carnivals where Trade Shows, Style Shows, Automobile Shows, Boat Shows, Conventions, Expositions and Exhibitor's Displays are held either permanently or periodically.

1.2 Should a new classification arise, the Company and Union agree to meet and negotiate the terms and conditions of employment for such new classification.

ARTICLE 2 - REFERRAL SYSTEM

2.1 The Union shall maintain a Referral System which shall in all respects comply with all applicable provisions of the law and the following provisions:

- (a) The Company agrees that at least twenty-four (24) hours prior to its commencement of a job (except in the situations described in (c) below), it will notify the Union of its numerical requirements of Referral Employees.
- (b) To the extent the Union is able to make available to the Company all or any part of such requested Referral Employees (who are satisfactory to the Company), the Company agrees to employ all such persons on the terms and conditions hereinafter stated.

ARTICLE 15 – HOLIDAY PAY

15.1 The following days shall be considered holidays under this Agreement:

| | |
|----------------|------------------|
| New Year's Day | Labor Day |
| Memorial Day | Thanksgiving Day |
| Fourth of July | Christmas Day |

ARTICLE 16 – PENSION

16.1 The Company agrees to continue to contribute to the Central States Southeast and Southwest Areas Pension Fund for each Referral Employee covered by this Agreement for each hour worked or paid for, the following:

Effective January 1, 2009, \$5.60.

Effective January 1, 2010, \$6.00.

Effective January 1, 2011, \$6.50.

Effective January 1, 2012, \$7.00

Effective January 1, 2013, \$7.60

16.2 Resolution mechanism in the event of a need to fund additional pension payments not scheduled in this Agreement:

It is the intent of the parties to provide for an effective mechanism to respond to the need to fund any pension payments (fixed sums or pension rate increases), other than those payments scheduled in this Agreement ("Additional Payment") which may arise as a result of instances including, but not limited to: a) a final determination by the Internal Revenue Service, b) a final ruling by a court of competent jurisdiction, (c) by final determination by the Pension Benefit and Guaranty Corporation, or (d) an agreement between the Pension Fund and the Company or group of other employers. In the event of such circumstances, the Company and the Union shall promptly meet to attempt to mutually decide upon a solution to fund such additional payments.

16.3 Payments along with the accompanying forms detailing by individual, his/her social security number, his/her hours worked and/or paid for and the time period being reported, shall be made by check payable and sent to the following, unless otherwise advised in writing:

Central States Pension Fund
Department 10291
Palatine, IL 60055

LRS-39

**PROJECT MAINTENANCE AND MODIFICATIONS AGREEMENT
TENNESSEE VALLEY AUTHORITY**

JOINT LABOR-MANAGEMENT INTERPRETATIONS COMMITTEE

Interpretation No. 4

REFERENCE: Article XII, Section 2

SUBJECT: Wage Rates and Paydays - Computations of fringe benefit contributions.

INTENT:

1. Payments to local union health, welfare, and pension funds shall be made in accordance with the provisions of Exhibit A of the PMMA.
2. Where the local union agreement provides for payment of benefits based on hours worked, it is understood that when shift work is involved which provides eight (8) hours' pay for a shift of less than eight (8) hours (see Article XV), payments shall be made to said funds on the basis of eight hours per shift, provided a full shift is worked.

Original Signed By:

Redacted by U.S. Treasury Department

Chairman

Redacted by U.S. Treasury Department

Secretary

Original Signed By:

Redacted by U.S. Treasury Department

**Manager, Industrial Relations
Tennessee Valley Authority**

Date of Approval: January 26, 1996

**PROJECT MAINTENANCE AND MODIFICATION
AGREEMENT**

**FOR WORK PERFORMED FOR THE
TENNESSEE VALLEY AUTHORITY**

Revised June 1, 2000

PROJECT MAINTENANCE AND MODIFICATION AGREEMENT

This Project Agreement is entered into between the signatory Contractor and the Unions comprising the Tennessee Valley Trades and Labor Council listed hereinafter (herein referred to as the "Council") for the covered project.

The Council is composed of the following International Unions:

- International Association of Heat and Frost Insulators and Asbestos Workers
- International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers
- International Union of Bricklayers and Allied Craftworkers
- United Brotherhood of Carpenters and Joiners of America
- Operative Plasterers' and Cement Masons' International Association
- International Brotherhood of Electrical Workers
- International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers
- Laborers' International Union of North America
- International Association of Machinists and Aerospace Workers
- International Union of Operating Engineers
- International Brotherhood of Painters and Allied Trades
- United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada
- United Union of Roofers, Waterproofers and Allied Workers
- Sheet Metal Workers' International Association
- International Brotherhood of Teamsters

Exhibit A - WAGE SCHEDULE

for Project Agreements and 1851s

Effective First Pay Period Beginning After January 1, 2014

Scope of work covered: This document identifies the total wage package (wages plus fringe benefit contributions) to be paid to the employees of contractors performing construction, maintenance, and modification work for TVA under either the Construction Project Agreement (Exhibit A), Project Maintenance and Modification Agreement (Exhibit A), or 1851 (Exhibit A).

Notice to Employees: If you do not receive at least the total of the amounts of pay provided in this document, you should contact your supervisor or your payroll office. If these individuals are unavailable, you may write to TVA's Labor Relations Staff, 400 West Summit Hill Drive (WT 8B), Knoxville, Tennessee 37902-1499, where the matter will be held in confidence.

| <u>Asbestos Workers</u> | | <u>Bricklayers (continued)</u> | |
|--|---------------------|-------------------------------------|---------------------|
| (Asbestos work includes insulation) | | Refractory Worker | 24.00 |
| Asbestos Abatement Worker | 17.55 | Stone Mason | 23.22 |
| Asbestos Abatement Worker Foreman | 19.31 | Terrazzo Worker | 22.47 |
| Asbestos Worker | 25.08 | Tile Setter | 22.47 |
| Asbestos Worker Foreman | 27.59 | | |
| Asbestos Worker Head Foreman | 30.35 ¹¹ | Health and Welfare Fund | 3.93 ¹ |
| Asbestos Worker Competent Person | 30.35 ¹¹ | Pension Fund | 1.87 ¹ |
| Asbestos Worker Subjourneyman | 15.04 ² | Helmets to Hardhats | 0.01 ¹² |
| | | | |
| Health and Welfare Fund | 5.78 ¹ | <u>Carpenters</u> | |
| Pension Fund | 6.01 ¹ | Carpenter | 22.79 |
| Helmets to Hardhats | 0.01 ¹² | Carpenter Foreman | 25.07 |
| | | Carpenter Head Foreman | 27.58 ¹¹ |
| <u>Boilermakers</u> | | Carpenter Trans. Foreman Specialist | 29.08 |
| Blacksmith/Boilermaker | 26.87 | Carpenter Welder | 22.79 |
| Blacksmith/Boilermaker Welder | 26.87 | Lather (tie-on installation) | 22.79 |
| Boilermaker Welder-CW-FCAW | 28.37 ³ | Lather Foreman | 25.07 |
| Boilermaker Certified Pressure Welder | 29.62 ³ | Pile Driver | 23.04 |
| Boilermaker Foreman | 31.55 | Pile Driver Foreman | 25.35 |
| Boilermaker Head Foreman | 34.71 ¹¹ | Pile Driver Welder | 23.04 |
| Boilermaker Subjourneyman ² (for description, wages, and fringes see Endnotes 2 and 10) | | Saw Filer | 22.79 |
| Boilermaker Trainee I | 18.81 | Sawyer | 22.79 |
| Boilermaker Trainee II | 21.49 | | |
| | | Health and Welfare Fund | 4.25 ¹ |
| Health and Welfare Fund (for each hour paid) | 7.07 ¹ | Pension Fund | 4.58 ¹ |
| Pension Fund (for each hour paid) | 11.96 ¹ | Helmets to Hardhats | 0.01 ¹² |
| Annuity (for each hour paid) | 1.25 ¹ | | |
| (For apprentice health and welfare, pension, and annuity, see page 8.) | | <u>Millwrights</u> | |
| Helmets to Hardhats | 0.01 ¹² | Millwright | 25.54 |
| | | Millwright Foreman | 28.10 |
| <u>Bricklayers</u> | | Millwright Head Foreman | 30.91 ¹¹ |
| Bricklayer | 23.22 | Millwright Welder | 25.54 |
| Bricklayer Foreman | 25.54 | | |
| Bricklayer Head Foreman | 28.10 ¹¹ | Health and Welfare Fund | 4.25 ¹ |
| Bricklayer Improver | 13.93 ¹ | Pension Fund | 4.58 ¹ |
| Marble Setter | 22.47 | Helmets to Hardhats | 0.01 ¹² |

| <u>Roofers</u> | | <u>Teamsters</u> | |
|---|---------------------|--|---------------------|
| Roofer | 23.26 | Garage Attendant | 19.68 |
| Roofer Foreman | 25.58 | Truck Dispatcher | 20.26 |
| Roofer Head Foreman | 28.14 ¹¹ | Truck Driver I | 19.68 ⁵ |
| Roofers Helper | 16.74 | Truck Driver II | 19.93 ⁶ |
| Roofer Subjourneyman | 13.95 ² | Truck Driver III | 20.18 ⁷ |
| Roofer – Slate and Tile | 23.50 | Truck Foreman | 22.20 |
| Roofer Foreman – Slate and Tile | 25.85 | Truck Head Foreman | 24.42 ¹¹ |
| Roofer – Slate and Tile Subjourneyman | 14.10 ² | Warehouseman | 19.68 |
| | | Warehouse Foreman | 20.23 |
| Health and Welfare Fund | 3.06 ¹ | Health and Welfare Fund | 6.01 ¹ |
| Pension Fund | 2.10 ¹ | Pension Fund | 4.20 ¹ |
| Helmets to Hardhats | 0.01 ¹² | Helmets to Hardhats | 0.01 ¹² |
| <u>Sheet Metal Workers</u> | | <u>Multi-Craft</u> | |
| Sheet Metal Worker | 25.79 | Diver | 32.33 ⁸ |
| Sheet Metal Worker Foreman | 28.37 | <u>Depth Premium</u> | |
| Sheet Metal Worker Head Foreman | 31.21 ¹¹ | 0 - 50 ft. No premium | |
| Sheet Metal Worker Pre-Apprentice | 15.47 ² | 51 - 100 ft. \$1.10 per ft. | |
| Sheet Metal Worker – Sketchman | 28.37 | 101 - 150 ft. \$2.20 per ft. | |
| Sheet Metal Worker Welder | 25.79 | 151 - 200 ft. \$3.30 per ft. | |
| | | 201 - 250 ft. \$4.40 per ft. | |
| Health and Welfare Fund | 5.18 ¹ | 251 - 300 ft. \$5.50 per ft. | |
| Pension Fund | 6.12 ¹ | <u>Torus Diving Premium</u> | |
| SASMI (3% gross payroll including base wage, H&W, and Pension) ¹ | | \$5.50 per calendar day to diver who makes one or more dives in nuclear torus. | |
| Helmets to Hardhats | 0.01 ¹² | | |
| <u>Steamfitters</u> | | Diver Tender | 19.39 ⁸ |
| Lead Burner | 32.37 | Power House Crane Operator | 25.48 ⁹ |
| Plumber | 30.98 | Property Maintenance Worker | 19.68 ⁹ |
| Plumber Foreman | 34.08 | Property Maintenance Foreman | 21.65 ⁹ |
| Plumber Sketchman | 34.08 | Diver Foreman | 35.56 |
| Production Wkr. Steamfitter Subj'man. | 18.58 ² | Hourly Craft Superintendent* | 41.24 |
| Steamfitter | 30.98 | Hourly Craft Planner* | |
| Steamfitter Foreman | 34.08 | *For Description, wages, and fringes, see Endnotes 9 and 11 | |
| Steamfitter Head Foreman | 37.49 ¹¹ | | |
| Steamfitter Sketchman | 34.08 | | |
| Steamfitter Welder | 30.98 | | |
| Health and Welfare Fund | 5.12 ¹ | | |
| Pension Fund | 5.92 ¹ | | |
| Helmets to Hardhats | 0.01 ¹² | | |
| <hr/> | | | |
| Sprinkler-Fitter | 26.21 | | |
| Sprinkler-Fitter Foreman | 28.83 | | |
| Sprinkler Fitter Head Foreman | 31.71 ¹¹ | | |
| Health and Welfare Fund | 8.01 ¹ | | |
| Pension Fund | 6.53 ¹ | | |
| Helmets to Hardhats | 0.01 ¹² | | |

ENDNOTES

1. a. Health and Welfare and Pension Contribution - Health and Welfare and Pension contributions may vary for some crafts by local area from those rates listed in this exhibit. If the work is covered by a Project Agreement, prior to making wage or benefit payments, the contractor and the union involved should communicate to ensure that payment amounts, payment rules, and the name and address of the fund where the payments should be made are correct. (Also, if the work is covered by a Project Agreement, for the instructions in behalf of employees in Iron Workers classifications, the contractor should contact the Iron Worker Council Representative.) If the work is not covered by a Project Agreement, it is permitted that a contractor may make hourly fringe benefit contributions at another rate(s); however, in such case, the hourly wage rate must be adjusted in an amount that provides that the total wage package (wages plus fringe benefit contributions) remain the same.
- b. The rate of contributions to fringe benefit funds is paid at the straight-time rate even during overtime hours worked. During overtime, only the hourly wage rate is multiplied by the overtime multiplier. In other words, the established rate of contributions to fringe benefit funds is paid for hours worked and not hours paid. Exceptions: (1) For all classifications in the Boilermaker classification group, hourly contributions to pension and annuity and Health and Welfare are paid on hours paid. (2) For all classifications in the Electrical Workers classification group, hourly contributions to the Pension Fund - National only are paid at 3 percent of the gross hourly wage rate being paid regardless if it is at the straight time or overtime rate. (3) For all classifications in the Sheet Metal Workers classification group, hourly contributions to SASMI only are paid at 3 percent of the gross hourly wage rate being paid regardless if it is at the straight-time or overtime rate, plus 3 percent of the straight-time rate paid to their Health and Welfare and Pension Funds.)
2. In 1983, TVA and the Tennessee Valley Trades and Labor Council agreed to a new series of classifications (Asbestos Worker Subjourneyman, Boilermaker Helper [revised to Boilermaker Subjourneyman 12-97], Bricklayer Improver, Reinforcing Iron Worker Subjourneyman, Structural Iron Worker Subjourneyman, Machinist Utilityman, Outside Machinist Utilityman, Painter Utilityman, Cement Mason Improver, Roofer Subjourneyman, Roofer-Slate and Tile Subjourneyman, Sheet Metal Worker Pre-Apprentice, and Production Worker Steamfitter Subjourneyman). These classifications are considered as nonjourneymen, and they are not in a training position or a progressive position leading to journeyman status. The total number of apprentices and nonjourneymen in a particular craft is not to exceed 33-1/3 percent of the craft work force. Some of the conditions of the agreement are: They are under the supervision of a general supervisor and the direct supervision of a foreman; they work with journeymen and perform tasks as assigned which do not require journeyman skills; they may be assigned to any work which, in the judgment of management, he/she can perform safely and efficiently; they must be physically able to do the work; and they must have a general knowledge of safe and proper use of handtools.
- TVA and IBEW revised the Electrical Workers Subjourneyman's classifications in December 2006 to Subjourneyman Wiremen and Subjourneyman Electrician (for full description see LRS-35, Attachment 12).
3. For a job description for a Boilermaker Certified Pressure Welder (CPW), see LRS-35, Attachment 6.
- For a job description for a Boilermaker Welder Certified Welder-Flux Cored Arc Welding (CW-FCAW), see LRS-35, Attachment 11.
4. For Crane Operator and Foreman/Head Foreman (when assigned), the following premiums are paid: A premium of \$1.00 per hour above the straight-time rate is paid for all hours worked when operating the following: (1) cranes with 100 feet of boom, including jib; (2) tower cranes; (3) ringer cranes; or (4) cranes of 91-ton to 499-ton capacity. A premium of \$2.00 per hour above the straight-time rate is paid for all hours worked when operating cranes of 500-ton to 999-ton capacity. A premium of \$3.00 per hour above the straight-time rate is paid for all hours worked when operating cranes of 1000-ton capacity or more.
5. Truck Driver I - Includes: (1) dump trucks 3 cu. yds. and under, struck measure; (2) trucks other than dump trucks with a manufacturer's nominal rating of 3T and under. Does not include trucks covered by the classification Truck Driver III.
6. Truck Driver II - Includes: (1) dump trucks over 3 cu. yds., struck measure, up to and including 6 cu. yds., struck measure; (2) trucks other than dump trucks having a manufacturer's nominal rating of over 3T up to and including 5T. Does not include trucks covered by the classification Truck Driver III.

Uniform Indiana Automotive Maintenance

Agreement

Between

Joint Council 69

And

Central States Motor Carriers Association, Inc.

April 1, 2008 Thru March 31, 2013

RECEIVED

SEP 19 2008

**CONTRACT
DEPARTMENT**

UNIFORM INDIANA AUTOMOTIVE MAINTENANCE AGREEMENT

This Agreement, made and entered into by and between (name of Company) Roadway Express, hereinafter referred to as the "Company," its successors, administrators, executors, and assigns, and located at (street, city, state and zip code), party of the first part, and Teamsters Joint Council 69 and Teamsters Local Union No. 135, located at (street, city, state and zip code) 1233 Shelby ST. INDIANAPOLIS, IN. 46203, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, party of the second part, hereinafter referred to as the "Union".

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation, or portion thereof, is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operations shall continue to be subject to the terms and conditions of the Agreement for the life thereof. On the sale, transfer or lease of work taken over by assignment, receivership or bankruptcy proceedings, the specific provisions of this Agreement, excluding Riders or other conditions shall prevail. When a signator to the Agreement purchases an operation or a portion thereof from another signator, the provisions of Article 5 shall apply. It is understood by this Section that the signator Employer shall not sell, lease or transfer an operation, or portion thereof, to a third party, to evade this Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement, or any part thereof. Such notice shall be in writing, with a copy to the Union, not later than the effective date of sale.

In the event the Employer fails to require the purchaser, transferee or lessee to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Local Union and to the employees covered, for all damages sustained as a result of such failure to require the assumption of the terms of this Agreement, until its expiration date, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement. The obligations set forth above shall not apply in the event of the sale, lease or transfer of a portion of the rights comprising less than all of the signator Employer's rights to a non-signator company, unless the purpose is to evade this Agreement. Whereas, both parties are desirous of preventing strikes, and establishing equitable wage scale and working conditions of employees of the Employer and to facilitate peaceful adjustments of all grievances which may arise from time to time between the Employer and their employees of the Union. Be it resolved, therefore, that the parties enter into the following Agreement:

ARTICLE 1 RECOGNITION, UNION AND AGENCY SHOP, AND CHECKOFF

SECTION 1.

(a) The Employer recognizes and acknowledges that the Joint Council 69 and the Local Union are the exclusive representatives of all employees in the classifications

When an employee's birthday and/or personal day holiday falls on a day of the scheduled workweek, other than the first (1st) or last day of an employee's scheduled workweek, such employee may, at his option, take such holiday on the day of the week that it falls, or select the last day of his scheduled workweek in which such holiday falls or the first (1st) day of such employee's next scheduled workweek, as their birthday and/or personal day holiday, for purposes of having a long weekend. If the employee opts for a long weekend, he/she shall give the Employer seven (7) calendar days written notice of the date so selected and such employee shall not be eligible for work call during the period of such long weekend.

If the employee's birthday falls on one of the other holidays, he/she may exercise his/her option as outlined in Section 1, or, at his/her option, take either the day before or the day after said named holiday, in lieu of the birthday provided, however, that these days shall be included in the aforementioned fifteen percent (15%). If the fifteen percent (15%) has already been met on that day, the employee shall receive pay for the holiday in lieu of the additional time off. If the employee opts for either the day before or day after said named holiday, he/she shall give the Employer seven (7) days written notice of the day so selected. It is further understood that the employee must take the selected birthday and shall not be entitled to any work opportunity on such holiday; however, if the birthday falls outside the employee's scheduled workweek, the Employer will pay the employee an extra day's pay in lieu thereof, unless mutually agreed otherwise. Employees shall not be compelled to take another day, in lieu of this holiday.

ARTICLE 19 HEALTH AND WELFARE

The Employer agrees and understands, that employees covered under this Agreement, shall at all times be entitled to the same Health and Welfare conditions, provisions and adjustments, as those employees covered by the National Master Freight Agreement, Central States, Southeast and Southwest Area Health and Welfare Fund. Effective April 1, 2008, the weekly benefit payment trigger will be three (3) days worked per week. The "S" Plan will be provided for those employees who work at least one (1) day per week, but less than three (3), with an Employer contribution of thirty-four dollars (\$34.00).

ARTICLE 20 PENSIONS

The Employer agrees and understands, that employees covered under this Agreement, shall at all times be entitled to the same Pension conditions, provisions and adjustments, as those employees covered by the National Master Freight Agreement, Central States, Southeast and Southwest Area Pension Fund.

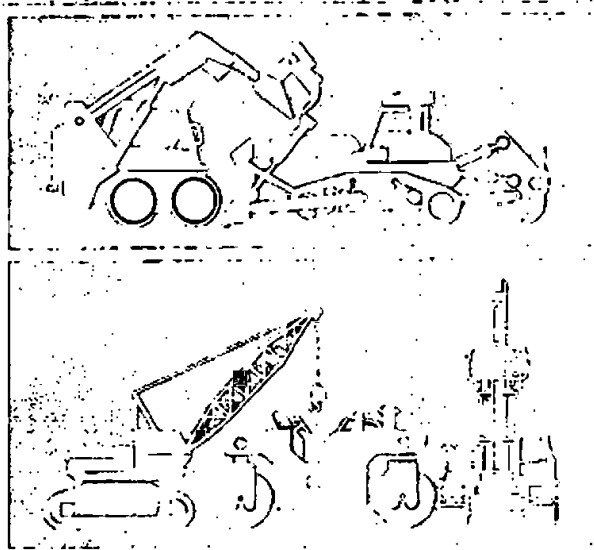
ARTICLE 21 WAGES

SECTION 1.

The minimum hourly scale of wages for the following classifications of work shall be:

DECEMBER 1, 2012 - NOVEMBER 30, 2015

WEST VIRGINIA HIGHWAY/HEAVY AGREEMENT



Prepared and Issued by
West Virginia Highway/Heavy Contractors Association
and its
Affiliated Associations

December 1, 2012 – November 30, 2015

**HIGHWAY/HEAVY AGREEMENT
BETWEEN
HIGHWAY/HEAVY CONTRACTORS ASSOCIATION
DIVISION OF THE
THE WEST VIRGINIA CONSTRUCTION COUNCIL
AND ITS AFFILIATED ASSOCIATIONS**

AND

**INTERNATIONAL UNION OF
BRICKLAYERS & ALLIED CRAFTSMEN**

**UNITED BROTHERHOOD OF CARPENTERS AND JOINERS –
MID-ATLANTIC REGIONAL COUNCIL OF CARPENTERS, West
Virginia District and other subdivisions of the United
Brotherhood of Carpenters and Joiners representing specified
geographical areas within this agreement**

**OPERATIVE PLASTERERS AND CEMENT MASONS
INTERNATIONAL ASSOCIATION**

**INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL, ORNAMENTAL
& REINFORCING IRON WORKERS**

**WV APPALACHIAN LABORERS DISTRICT COUNCIL
CHARLESTON, WV**

OPERATING ENGINEERS LOCAL #132

**INTERNATIONAL UNION OF
PAINTERS & ALLIED TRADES**

TEAMSTERS LOCALS OF WEST VIRGINIA

**Prepared & Issued by:
West Virginia Highway/Heavy
Contractors Association and its
Affiliated Associations**



HIGHWAY/HEAVY AGREEMENT

This Agreement, made and entered into this 1st day of December, 2012, by and between the undersigned Highway/Heavy Contractors Association Division of the West Virginia Construction Council and its affiliated Associations, representing the members thereof doing business in all Counties within the State of West Virginia, hereinafter called "Employer", and the undersigned Local Unions, hereinafter called "Unions", to cover all highway and heavy construction work performed by the aforesaid contractors in all counties within the State of West Virginia;

Whereas, the parties desire to stabilize employment, promote harmonious relationships, and provide a medium whereby Employers and Unions cooperate with each other; and .

Whereas, the Employer hereby recognizes and acknowledges that the Unions signatory hereto are the exclusive representatives of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining, as provided by the Labor Management Relations Act of 1947, as amended; and the Unions recognize the Employer as the duly authorized bargaining agent for its members;

Now, therefore, the Employer and Unions, acting by their duly authorized agents, agree as follows:

ARTICLE 1 - DEFINITIONS

SECTION 1.1 - "Contractor" or "Employer" where used in this Agreement, means any contractor or employer engaged in "Heavy Construction" work, and Railroad Construction, and "Highway Construction" work, as distinguished from "Building Construction" work.

SECTION 1.2 - The word "work", when used herein, means "Heavy Construction" work and "Railroad Construction" or "Highway Construction" work.

SECTION 1.3 - (a) Heavy Construction work and Railroad Construction is defined as constructing, substantially in its entirety, any fixed structures, improvement or modification thereof, addition or repair thereto, including any structure or operation which is an incidental part of a contract thereof (not including Building Construction), including, without limitation, railroad and street

discharge of a steward, such dismissal shall be covered by the provisions of Article 3, Section 7, of this Agreement. Employees retained after such fifteen-day trial period shall be deemed to be regular employees.

SECTION 6.2 - The Employer shall not discharge any employee without just cause. Any employee may request an investigation as to his discharge; and should such investigation prove that an injustice has been done, the employee shall be reinstated and compensated at his usual rate of pay while he has been out of work. Appeal from the discharge must be taken within five (5) days by written notice and a decision reached between the representatives of the Union and the Employer within ten (10) days from the date of discharge. Failure to reach an agreement will necessitate submitting the discharge to the arbitration board provided herein.

ARTICLE 7
HEALTH & WELFARE, PENSION,
ANNUITY, APPRENTICESHIP & TRAINING FUNDS,
PROJECT BEST AND HIGHWAY/HEAVY INDUSTRY FUND

SECTION 7.1 - Contractors shall pay into the West Virginia Laborers Health & Welfare, Pension and Annuity & Savings Fund(s) the amounts set out in the Laborers schedule per hour for each and every hour paid to Laborers covered by this Agreement for work performed in all counties in the State of West Virginia. Contractors shall pay into the Laborers Training Fund the amount set out in the Laborers schedule per hour for each and every hour paid laborers covered by this Agreement, provided, however, that the Training Program shall be an active state-wide program.

SECTION 7.2 - Contractors shall pay into the International Union of Operating Engineers Local #132 Health & Welfare Fund, Pension Fund, and Annuity Fund, the amount set out in the Operating Engineers schedule per hour for each and every hour paid Operating Engineers covered by this Agreement for work performed in all counties in the State of West Virginia. Contractors shall pay into the Operating Engineers Apprentice Training & Certification Program Fund the amount set out in the Operating Engineers schedule per hour for each and every hour paid Operating Engineers covered by this Agreement, provided, however, that the Apprentice Training Program shall be an active state-wide program.

SECTION 7.3 - Contractors shall pay into the Iron Workers Health & Welfare Fund, Pension Fund, National Apprenticeship Fund, Local

Apprenticeship Fund, the amount set out in the Iron Workers schedules per hour for each and every hour paid Iron Workers covered by this Agreement for work performed in all counties in the State of West Virginia.

SECTION 7.4 - Contractors shall pay into the Painters Health & Welfare Fund, Pension Fund, Annuity Fund, and Training Fund the amount set out in the Painters schedule per hour for each and every hour paid Painters covered by this Agreement for work performed in all counties in West Virginia.

SECTION 7.5 - (a) The Employer agrees to contribute the amount set out in the Teamsters schedule per month to the appropriate Teamsters Union Health and Welfare Fund for all regular employees covered by this Agreement and on the payroll of the employer for fifteen (15) days for an insurance program to be administered jointly by the Employer and the Union in compliance with all applicable State and Federal laws and regulations. Premiums shall be paid on every qualified employee who has worked fifteen (15) or more days and is on the seniority list, who worked five (5) or more days during any calendar month.

(b) The Employer agrees to contribute the amount set out in the Teamsters schedule per month to the appropriate Teamsters Pension Fund each month for each regular employee covered by this Agreement who has been on the payroll fifteen (15) days or more for a pension program to be administered jointly by the Employer and the Union, in compliance with all applicable State and Federal laws and regulations, providing that the appropriate Federal Treasury Department assures the tax deductibility of such payments. Such Employer contribution shall be made for every qualified employee who has worked fifteen (15) days or more and is on the seniority list, who works five (5) or more days during any calendar month.

(c) Contractors shall pay into a designated Health and Welfare Fund the amount set out in the Teamsters schedule per hour for each and every hour paid Teamsters covered by this Agreement, for work performed in those counties in the State of West Virginia under the territorial jurisdiction of Local #453.

(d) Contractors shall pay into a designated Pension Fund the amount set out in the Teamsters schedule per hour for each and every hour paid Teamsters covered by this Agreement, for work

performed in those counties of the State of West Virginia under the territorial jurisdiction of Local #453.

SECTION 7.6 - Contractors employing Carpenters shall pay all wages in a timely manner, and shall also remit all fringe benefit contributions and deductions in the applicable wage index of this agreement to the proper collection agency for the Local Union where the work is being performed. This agreement applies to all counties in the State of West Virginia.

SECTION 7.7 - Contractors shall pay into designated Health and Welfare, Pension and Annuity Trust Funds to be established by the Cement Masons Union and Brick Masons Union the amount set out in the Cement Masons and Brick Masons schedule per hour for each and every hour paid cement masons and brick masons covered by this Agreement.

SECTION 7.8 - Contractors further agree that payments into any Apprentice and Training Fund established by other Unions may be negotiated during the term of this Agreement, provided that any such funds shall be established on an active statewide basis and properly certified. It is understood that the contractors will cooperate in the establishment of such state-wide funds.

SECTION 7.9 - HIGHWAY/HEAVY INDUSTRY FUND - Contractors shall pay into the Highway/Heavy Industry Fund as per the applicable appendix per hour for each and every hour paid to employees covered by this Agreement, for work performed in all counties in the State of West Virginia. Each craft shall include on its form for Health, Welfare, and/or Pension payments a space for the insertion of an appropriate amount to be paid by the contractors into the Highway/Heavy Industry Fund. Remittance with a copy of the form shall be forwarded to the Highway/Heavy Industry Fund, 21 Armory Drive, Wheeling, WV 26003.

SECTION 7.10 - PROJECT BEST/CONSTRUCTION INDUSTRY LABOR-MANAGEMENT COOPERATION COMMITTEE: The parties agree to participate in the Construction Industry Labor/Management Cooperation Committee, under authority of Section 6(b) of the Labor/Management Cooperation Act of 1978, 29 U.S.C. '175 (a) and Section 302(c)(9) of the Taft-Hartley Act, 29 U.S.C. '186(c)(9). The permissible purposes of this Committee include:

- a. To improve communication between representatives of labor and management, and engender cooperative and harmonious relations between labor and management in the construction industry;
- b. To provide workers and Employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- c. To provide a forum for open and honest discussion of problems confronting employees and Employers in the construction industry;
- d. To study and explore ways of increasing productivity of both labor and management, and of eliminating potential problems which reduce the competitiveness and inhibit the economic development in the construction industry;
- e. To enhance the involvement of workers in making decisions that affect their working lives, and to improve the quality of work life for employees in the construction industry;
- f. To expand and improve working relationships between workers and managers;
- g. To avoid disputes between labor and management before they arise, and to assist in promptly and fairly resolving disputes when they do arise;
- h. To promote the use of safe, efficient, high quality construction services in development, maintenance, and rehabilitation of industrial and commercial facilities;
- i. To seek to maintain a productive dialogue with users of construction services;
- j. To foster the development of craft skills and high quality training in the construction industry;
- k. To foster improvements in occupational safety and health and other working conditions in the construction industry;
- l. To engage in other lawful activities incidental or related to the accomplishment of these purposes.

The Committee shall function in accordance with, and as provided in, the governing documents of the Committee and subsequent amendments thereto.

The Employers party to this Collective Bargaining Agreement shall, through mutual agreement, contribute the amount as per the applicable appendix per hour worked under this Agreement on a monthly basis to the Construction Industry Labor/Management Cooperation Committee. The amount contributed shall be reported on the combined fund reporting form. The monies of the Committee shall be at all times segregated from other Union or Employer assets, and shall not be used or controlled by the Unions or Employers party to this Agreement, but shall be administered solely by the Committee and its duly authorized representatives for the purposes permitted.

a. To implement good cost effectiveness and practices, the Employer and the Union shall take the steps necessary to foster such changes in accordance with the general goals and concepts developed by the Committee to increase competition in the industry.

b. The Committee shall have the authority to consider complaints filed under this Article by construction users and/or by signatory Unions or Employers and make findings on compliance with this Agreement.

c. Any Employer that is bound by this Collective Bargaining Agreement, and who subsequently and in a legitimate and legally effective manner rescinds its agreement to participate in the Cooperation Committee established by this Section agrees that upon such rescission, it shall no longer be entitled to any of the benefits, support or promotional activities engaged in by the Cooperation Committee. These entitlements shall include, but are not limited to, occupational safety and health programs, construction industry training and education programs and participation in programs designed to develop dialogue and communication between construction users and owners, construction employers and labor organizations. In consideration of the benefits extended by this Collective Bargaining Agreement, any Employer signatory hereto agrees to waive and relinquish any claims against any other parties to this Agreement, or any other related parties, regarding the establishment and operation of the Cooperation Committee referenced in this Section.

SECTION 7.11 - The payments set forth in this Article are in addition to the wages set forth in the attached wage schedules.

SECTION 7.12 - Wherein the phrase "each and every hour paid" is used in this Agreement, it shall mean "clock hour" including reporting time.

SECTION 7.13 - Wherever the term "wages" is used in this Agreement, it shall mean the hourly wage plus fringe benefits.

SECTION 7.14 - BONDS - The Unions may require those Employers who have not maintained an established office in the jurisdiction of the Unions for five (5) years or more or who are not previously a party to an agreement with Unions or who are delinquent or who become delinquent in payments to fringe benefit funds provided by this Agreement to procure, pay the premium for and deliver to the Union a Bond written by a responsible surety company in the sum of Twenty-five Thousand Dollars (\$25,000.00) plus any existing delinquencies due said fringe benefit funds guaranteeing the payment of all wages and fringe benefits due employees under this Agreement and all payments and penalties due as provided in this Agreement.

An Employer desiring to start work before furnishing such Bond shall make a Five Hundred Dollar (\$500.00) cash deposit with the Local Union office. His job may then proceed for a period of thirty (30) days. Thereafter, the Surety Bond must be posted before work may continue. Any such deposit shall be refunded to the Employer upon presentation of the Bond. The above Bond and cash deposits are for the purpose of securing the payment by the Employer of all payroll and fringe benefits due employees and shall be refunded to the Employer upon completion of the work, providing that all obligations with respect to payroll and fringe benefits have been paid.

ARTICLE 8 - GRIEVANCES AND ARBITRATION

SECTION 8.1 - Should any differences arise between the Union and the Employer as to the meaning and application of the provisions of this Agreement or should any dispute arise between the Union and the Employer, the Union agrees that it will not call or authorize a cessation, slow down, picketing or stoppage of work either in the form of a strike, sympathetic or otherwise, walkout, sit down or slow-down and the Employers agree that there shall be no lock-out during the term of this Agreement.

TEAMSTERS LOCALS OF WV

CLASS I – SINGLE AXLE TRUCKS used as dumps, supply, fuel, water, van, flatbody, monorail, distributor (other than Bituminous Distributors), and including towed single units, material checkers and receivers, team 4-up, greasers, tiremen and mechanic tenders (trucks), warehouse, yardmen and team 2-up, john deer gators and similar equipment, parts runner and pick-up truck

CLASS II - Tandem axle trucks used as dump, supply, fuel, water, van, flatbody, monorail and including towed single units, truck tractors used in combination with dump, van, tank, flatbed, low platform, or pole trailers, bituminous distributors, agitator or mixer trucks (up to and including 20 c.y.), rubber-tired tractors (towing and pushing), drag drivers, passenger vans and buses and tag-alongs, track trucks (marookas).

CLASS III – OFF HIGHWAY TRUCKS, mobile metered mixer, agitator or mixer trucks (over 20 cubic yards), off highway rear dump trucks, articulating dumps, "A" frame, mechanic (truck), fuel trucks, lowboy, lowdrag and/or dispatchers.

TEAMSTERS #697 - WHEELING

Ohio, Marshall & Wetzel Counties in West Virginia

| | <u>12/01/12</u> | <u>12/01/13</u> | <u>12/01/14</u> |
|--------------------------------------|------------------------|------------------------|------------------------|
| Class I | \$26.11 | \$26.23 | \$26.26 |
| Class II | \$27.01 | \$27.13 | \$27.16 |
| Class III | \$27.61 | \$27.73 | \$27.76 |
| <u>FRINGE BENEFITS</u> | <u>12/01/12</u> | <u>12/01/13</u> | <u>12/01/14</u> |
| Health & Welfare (*not to exceed) | \$8.23 | *\$9.19 | *\$10.22 |
| Pension | \$5.78 | \$6.00 | \$ 6.24 |
| Project BEST | \$.10 | \$.10 | \$.10 |
| H/H Industry Fund | \$.15 | \$.15 | \$.15 |
| Apprenticeship Fund | \$.10 | \$.10 | \$.10 |

TEAMSTERS #92 - STEUBENVILLE, OH**WV: Brooke & Hancock Counties**

| | <u>12/01/12</u> | <u>12/01/13</u> | <u>12/01/14</u> |
|-----------|-----------------|-----------------|-----------------|
| Class I | \$27.07 | \$28.17 | \$29.17 |
| Class II | \$28.82 | \$29.92 | \$30.92 |
| Class III | \$29.61 | \$30.71 | \$31.71 |

FRINGE BENEFITS

| | <u>12/01/12</u> | <u>12/01/13</u> | <u>12/01/14</u> |
|---------------------|-----------------|-----------------|-----------------|
| Health & Welfare | \$6.81 | \$6.81 | \$6.81 |
| Pension | \$6.20 | \$6.40 | \$6.70 |
| Project BEST | \$.10 | \$.10 | \$.10 |
| H/H Industry Fund | \$.15 | \$.15 | \$.15 |
| Apprenticeship Fund | \$.10 | \$.10 | \$.10 |

TEAMSTERS #175 - WV: Barbour, Boone, Braxton, Calhoun, Clay, Doddridge, Fayette, Gilmer, Greenbrier, Harrison, Jackson, Kanawha, Lewis, Marion, McDowell, Mercer, Monongalia, Monroe, Nicholas, Pleasants, Pocahontas, Preston, Putnam, Raleigh, Randolph, Ritchie, Roane, Summers, Taylor, Tucker, Tyler, Upshur, Webster, Wirt, Wood, Wyoming.

| | <u>12/01/12</u> | <u>12/01/13</u> | <u>12/01/14</u> |
|-----------|-----------------|-----------------|-----------------|
| Class I | \$25.77 | TBD | TBD |
| Class II | \$26.56 | TBD | TBD |
| Class III | \$27.24 | TBD | TBD |

FRINGE BENEFITS

| | <u>12/01/12</u> | <u>12/01/13</u> | <u>12/01/14</u> |
|-------------------|-----------------|-----------------|-----------------|
| Health & Welfare | \$8.50 | TBD | TBD |
| Pension | \$6.00 | TBD | TBD |
| Project BEST | \$.10 | \$.10 | \$.10 |
| H/H Industry Fund | \$.15 | \$.15 | \$.15 |

A total package of \$1.30 increase for 12/1/13 and \$1.30 increase for 12/1/14 to be determined before the effective dates of this agreement.

and when used for general hauling of materials, equipment, tools and personnel, a teamster shall be used as the driver. It has been the understanding of these Agreements that when a pick-up is used for foremen, mechanics and other personnel in administrative and supervisory functions, the pick-up is considered transportation and does not require a teamster driver. It is not intended that pick-up trucks driven by superintendents, foremen and other administrative or supervisory personnel are to be used for the hauling of materials which is normally done by teamster employees. Pick-up trucks as set forth in this paragraph shall be discussed at pre-job conferences.

TRUST FUNDS

Payments into the Trust Funds specified in Article 7 of the Agreement, shall be made to the respective Funds as indicated below. Where one or more Fund offices are indicated, payments shall be made to that Fund wherein the work is located. Further information regarding the specific Fund and necessary forms for reporting payments may be obtained from the business agents or the Fund office indicated.

1. Locals #175, #789, #505
Employer-Teamsters Joint Council #84
Health Welfare & Pension Funds
6810 MacCorkle Ave., SE, Charleston, WV 25304
2. Local #453
Health & Welfare:
CMAT Construction Banking Fund
200 S. Lee Street, Cumberland, MD 21502

Pension:
Teamsters Misc. Pension Fund
200 S. Lee St., Cumberland, MD 21502
3. Local #92 & 92B
Health & Welfare:
Teamsters Ohio Contractors Association
Health & Welfare Fund, P.O. Box 4216,
Toledo, OH 43609 (419)243-8800

Pension: Central States Pension Fund
9377 W. Higgins Rd., Rosemont, IL 60018-4930
(800)323-5000

4. Local #697
Central States Health & Welfare Fund
9377 W. Higgins Rd., Rosemont, IL 60018-4930
(800)323-5000

Pension: Central States Pension Fund
9377 W. Higgins Rd., Rosemont, IL 60018-4930
(800)323-5000

5. Local #992
Hagerstown, Maryland Teamsters & Motor Carriers
Health & Welfare Funds
319 W. Howard Street, Hagerstown, MD 21740

Pension:
Hagerstown, Maryland Motor Carriers Pension
Motor Carriers Pension Fund
319 W. Howard Street, Hagerstown, MD 21740

ALL LOCALS: Send H/H Industry Fund to: 21 Armory Dr.,
Wheeling, WV 26003.

HIRING HALL AGREEMENT

To provide an efficient, competent, and safe system of production in the construction industry; to eliminate the evils of casual employment; thereby securing a fair distribution of employment and a living wage to those workmen who must gain their livelihood from the industry to which they contribute their labor and to provide an orderly procedure of referral of applicants to employment, there is hereby established this plan of referral between the Highway/Heavy Contractors Association Division of the West Virginia Construction Council and its affiliated Associations, hereinafter referred to as the Employer, and Teamsters Locals of West Virginia, hereinafter referred to as the Union.

1. Key men may be employed directly by the Employer. The Employer may request that former employees, who have been on layoff status for a period of six (6) months or less, be referred for employment without regard to their position on the group lists. If the former employees are available, they shall be referred in accordance with the Employer's request. The determination of key men shall be made jointly by the Union business representative and the Highway/Heavy Contractors Association Division of the West

ORIGINAL

2013- 2018
AGREEMENT
BETWEEN
LABOR RELATIONS DIVISION
WESTERN NEW YORK REGION
ASSOCIATED GENERAL CONTRACTORS OF AMERICA
NEW YORK STATE CHAPTER, INC.

Oakgrove Construction

AND

TRUCK DRIVERS
LOCAL UNION NO. 449
BUFFALO AND VICINITY

RECEIVED

OCT 02 2013

**CONTRACT
DEPARTMENT**

LABOR RELATIONS DIVISION
ASSOCIATED GENERAL CONTRACTORS
OF AMERICA
NEW YORK STATE CHAPTER, INC.

A.J. Castelbuono
President & CEO
10 Airline Drive, Suite 203
Albany, New York 12205-1025
Telephone: (518) 456-1134
Fax: (518) 456-1198

PREAMBLE

THIS AGREEMENT, made this 1st day of April, 2013, by and between the LABOR RELATIONS DIVISION, WESTERN NEW YORK REGION of the ASSOCIATED GENERAL CONTRACTORS OF AMERICA, NEW YORK STATE CHAPTER, INC., (hereinafter called the "Association"), acting for and on behalf of its present and future members, (hereinafter called "Employer"), and TRUCK DRIVERS LOCAL UNION NO. 449 of BUFFALO AND VICINITY (hereinafter referred to as the "Union").

WITNESSETH

WHEREAS, the parties hereto agree to stabilize employment in the Building and Highway-Heavy Construction Industry and to agree upon wage rates and conditions of employment and to minimize stoppages of work due to strikes, boycotts or lockouts. We, the undersigned being duly authorized officials, respectively, of the Labor Relations Division, Western New York Region, Associated General Contractors of America, New York State Chapter, Inc., and those employers not members of the aforesaid Association who sign this Agreement and the Truck Drivers Local Union No. 449 of Buffalo and vicinity affiliated with the Eastern Region of Teamsters, do hereby assent to all the provisions of the following Agreement, and of the understanding and acceptance of all its terms and conditions and we do pledge and bind our respective organizations to a strict observance of this Agreement which shall be binding upon all parties on all building and highway-heavy work in the jurisdiction of Truck Drivers Local Union No. 449 of Buffalo and vicinity. The term "Employer" shall be construed to mean the Company or Firm employing Truck Drivers and the term "Union" shall be construed to include Truck Drivers Local Union No. 449 of Buffalo and vicinity, its officers, agents and members.

ARTICLE I - GEOGRAPHIC JURISDICTION

The geographic jurisdiction of this Agreement includes all Townships in ERIE County and all Townships in NIAGARA County. The southern boundary of Local No. 449 is to be construed as the Cattaraugus Creek extending from Lake Erie to the East, to Route 98. Also, the Townships of Yates, Ridgeway and Shelby in ORLEANS County; the Townships of Alabama, Pembroke and Darien in GENESEE County and the Townships of Bennington, Sheldon, Java, and Arcade in WYOMING County.

Truck Drivers Local Union No. 449
2175 William Street
Buffalo, New York 14206
(716) 874-2200
Fax (716) 874-8322
George E. Harrigan, Secretary-Treasurer, Principal Officer

ARTICLE XIII – HEALTH, WELFARE & PENSION

1. Effective as of April 1, 2013 and continuing to and including March 31, 2018, all Employers shall contribute to the mutually agreed and jointly trustee Health and Welfare Plan for Truck Drivers Local Union No. 499, (Southern Tier Building Trades Benefit Plan). The contribution of the Employers as of July 1, 2013 shall be in the amount of four dollars and eighty-five cents (\$4.85) per hour for all hours worked by the driver, and such contributions to be deposited regularly into the Health and Welfare Fund by the tenth (10th) day of the month following the accrual of such monies.

2. A. Commencing and effective as of July 1, 2013, the Employer shall contribute to the mutually agreed and jointly trustee Pension Fund for Truck Drivers Local #449 employees working under the jurisdiction of the Agreement (Central States Southeast and Southwest Pension Fund). The Employer contributions are to be based as follows: as of July 1, 2013, forty six dollars and twenty cents (\$46.20) per day. See wage schedule (Article XVIII).

B. For all overtime work, there shall be no pension contributions, effective July 1, 1997.

3. A. Notwithstanding anything contained herein, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contribution to the Health and Welfare Fund, or Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, and a notice of delinquency has been given to the Union by the Fund Office, the Union then, after providing the Employer with a twenty-four (24) hour notice of such delinquency in Health and Welfare and/or other Fund payments shall thereafter take strike action against such delinquent Employer until such delinquent payments and penalties are paid in full. The Union in suspending the operations of such defaulting Employer to compel enforcement hereof shall not be bound by any Arbitration or No Strike Clause in this Agreement.

B. If the Union, in order to collect contributions as provided by this Agreement, is required to remove employees from the Employer's operation after having complied with the procedure outlined in this Article, the Employer will be required to make such employees whole for any loss of wages attributable to such action.

C. Should employees covered by this Agreement suffer any loss in wages as a result of strike action taken by another recognized Building Trades Union to enforce the fringe benefit sections of their respective Agreement, then the employees covered by this Agreement shall be made whole, such wages to be based on eight (8) hours per day, forty (40) hours per week provided such employees are on the payroll of the Employer against whom strike action is being taken.

D. In the event it is found that the Employer has not been complying with his obligations under this Contract to the Funds, the Employer shall pay the necessary costs of checking his books by accountants or similar officials designated by the funds.

4. Failure on the part of the Employer to regularly contribute as specified herein above will make him liable for all arrears in payments, plus a ten percent (10%) penalty.

5. Employers signatory to this Agreement agree to sign the current Central States, Southeast and Southwest Areas Pension Fund Participation Agreement.

ARTICLE XIV - DUES CHECKOFF

1. The Employer agrees to deduct from the pay of all employees covered by this Agreement, the dues of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all deductions prior to the end of the month for which the deduction is made. Where laws require voluntary written authorization by the employee, the same is to be furnished in the form required.

2. The Local Union shall certify to the Employer, in writing, each month, a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues owed to and to be deducted for such month from the pay of such member, and the Employer shall deduct such amount from the first pay check following receipt of statement of certification of the member and remit to the Local Union in one lump sum. The Employer shall add to the list the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

3. If any member becomes one month in arrears in his dues, upon request of the Business Representative, the member, it is agreed by the Employer, shall be suspended or held out of service until he pays up all back dues.

4. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon authorization cards furnished by the employees and/or Union.

ARTICLE XV - CLASSIFICATIONS

The inclusion of the below listed Job Classifications in this Agreement shall not be construed as adding to, establishing or creating jurisdiction of work, nor shall Job Classifications determine any work assignments.

A-Frame - Swedish Crane Type
A-Frame Truck
All Boom Trucks
All Motorcycles (Hauling Materials Only)
All Scaffolding Trucks
All Snow blowing (Trucks with Blades Only)
Asphalt or Bituminous Distributor Trucks
Athey Wagon (Green Book)
Augur Truck (Green Book)
Bulk Cement Spreaders

AGREEMENT

BETWEEN

**TEAMSTERS "GENERAL" LOCAL
UNION NO. 200**



AND

RECEIVED

JUL 08 2013

**CONTRACT
DEPARTMENT**

**WISCONSIN UNDERGROUND
CONTRACTORS' ASSOCIATION, INC.**

June 1, 2013 to May 31, 2016

AGREEMENT

This Agreement is made and entered into, as of June 1, 2013, between the Wisconsin Underground Contractors' Association, Inc., hereinafter referred to as the "Association," and Teamsters "General" Local Union No. 200, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

ARTICLE 1

UNION SECURITY

Section 1. The following provisions of Section 2, shall take effect and be enforceable only upon compliance with the Wisconsin Statutes.

Section 2. The Employer agrees to require, during the life of this Agreement, membership in the Union, as a condition of continued employment of all employees covered by this Agreement, within thirty-one (31) days following the effective date of this Agreement, or within thirty-one (31) days following the commencement of such employment, whichever is later, provided, however, that such membership in the Union is available to such employees on the same terms and conditions generally applicable to other members and that such membership is not denied or terminated for reasons other than a failure by the affected employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

Section 3. The Association and the Employers represented by the Association recognize the Teamsters Local 200 as the exclusive bargaining representative for all truck drivers and all other classifications, as specifically covered by this Agreement. The parties recognize that the Union has jurisdiction over classifications covered by this Agreement in the following Counties: Milwaukee County, Ozaukee County, Washington County, Waukesha County, Fond du Lac County, Winnebago County, Green Lake County, Marquette County, Waushara County, Sheboygan County, Jefferson County, Dodge County, Racine County, Kenosha County and Walworth County.

ARTICLE 2

WAGES

Section 1. The straight-time hourly wage rate shall be as follows:

| <u>Effective Date</u> | <u>Single Axle Dump Trucks</u> | <u>Tandem, Tri-Axle & Semi-Trailer Trucks *</u> |
|---------------------------|------------------------------------|---|
| June 3, 2013 | \$27.93 | \$28.04 |

Section 4. By the execution of this Agreement, the Employer binds himself and becomes party to the Trust Agreement establishing the Wisconsin Health Fund and authorizes the Employer parties thereto to designate the Employer Trustees as provided under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

ARTICLE 5

PENSION

Section 1. Effective June 1, 2013, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Two Hundred Fifty - Eight Dollars and Fifty Cents (\$258.50) per week for each employee covered by this Agreement, who has been on the payroll thirty (30) calendar days or more and performs work for the Employer.

The Employer agrees to increase the weekly contribution to Two Hundred Seventy-Four Dollars (\$274.00) effective June 1, 2014 per week for each employee covered by this Agreement, who has been on the payroll thirty (30) calendar days or more and performs work for the Employer.

The Employer agrees to increase the weekly contribution to Two Hundred Ninety Dollars and Forty Cents (\$290.40) effective June 1, 2015 per week for each employee covered by this Agreement, who has been on the payroll thirty (30) calendar days or more and performs work for the Employer.

Section 2. By the execution of this Agreement, the Employer binds himself and becomes party to the Trust Agreement establishing the Central States, Southeast and Southwest Areas Pension Fund and authorizes the Employer parties thereto to designate the Employer trustees as provided under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

ARTICLE 6

HOURS OF WORK

Section 1. Workweek. a. The workweek is to consist of forty (40) hours, Monday through Friday.

b. The Employer, with the consent of all the employees employed on the job site,