

## **SECTION IV**

# **Individual Agreements**

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

ITEM NO. 37

SECTION IV

FILE 1 of 5

<u>Employer Name</u>	<u>Local Union</u>
A & B Freight Line Inc	Teamsters Local Union No. 325
A C Pavement Striping Co	Teamsters Local Union No. 26
Central Allied Enterprises Inc	Teamsters Local Union No. 92
Central Allied Enterprises Inc	Teamsters Local Union No. 92
A & T Concrete Supply Inc	Teamsters Local Union No. 215
A T E Management of Duluth Inc	Teamsters Local Union No. 346
Ace Redi-Mix Inc	Teamsters Local Union No. 200
Active USA LLC	Teamsters Local Union No. 413
Active USA LLC	Teamsters Local Union No. 745
Active USA LLC	Teamsters Local Union No. 957
Advance Shoring Company	Teamsters Local Union No. 120
AFP Advanced Food Products LLC	Teamsters Local Union No. 662
Advantage Trucking LLC	Teamsters Local Union No. 1038
Ag-Land FS Inc	Teamsters Local Union No. 627
Aggregate Industries-MWR Inc	Teamsters Local Union No. 120
Aggregate Industries-MWR Inc	Teamsters Local Union No. 120
Air Express International USA Inc	Teamsters Local Union No. 745
American Air Liquide Holdings Inc	Teamsters Local Union No. 20
American Air Liquide Holdings Inc	Teamsters Local Union No. 20
Air Products & Chemicals Inc	Teamsters Local Union No. 100
Air Products & Chemicals Inc	Teamsters Local Union No. 270
Air Products & Chemicals Inc	Teamsters Local Union No. 407
Air & Sea Pak Co	Teamsters Local Union No. 243
Alexander Distributing Inc	Teamsters Local Union No. 364
Geo F Alger Company	Teamsters Local Union No. 299
Alger Trucking Company	Teamsters Local Union No. 614
Allied Aviation Services	Teamsters Local Union No. 618
Allied Building Products Corporation	Teamsters Local Union No. 786
Allied Building Products Corporation	Teamsters Local Union No. 20
Allied Building Products Corporation	Teamsters Local Union No. 100
Allied Ready Mix Company LLC	Teamsters Local Union No. 89
Alro Steel Corporation	Teamsters Local Union No. 299
Alside Supply Center	Teamsters Local Union No. 120
Alside Supply Center	Teamsters Local Union No. 682
Alside Supply Center	Teamsters Local Union No. 337
Ambraw Asphalt Materials Inc	Teamsters Local Union No. 135
The American Bottling Company	Teamsters Local Union No. 135
The American Bottling Company	Teamsters Local Union No. 135
The American Bottling Company	Teamsters Local Union No. 135
The American Bottling Company	Teamsters Local Union No. 200
The American Bottling Company	Teamsters Local Union No. 200
The American Bottling Company	Teamsters Local Union No. 364
American Industrial Rigging Inc	Teamsters Local Union No. 407
American Materials LLC	Teamsters Local Union No. 662
American Sugar Refining Inc	Teamsters Local Union No. 270
AmeriGas Propane Inc	Teamsters Local Union No. 769
AmeriGas Propane Inc	Teamsters Local Union No. 781
ABM Parking Services Inc	Teamsters Local Union No. 641
Ampro Services Inc	Teamsters Local Union No. 120
Anderson Brothers Storage and Moving Corporation	Teamsters Local Union No. 705
Anderson Erickson Dairy	Teamsters Local Union No. 120
H F Anderson Engraving Company	Teamsters Local Union No. 838
Andrews Brothers Inc	Teamsters Local Union No. 337
Anheuser-Busch Companies Inc	Teamsters Local Union No. 92
Aramark Refreshment Services	Teamsters Local Union No. 311
Aramark Refreshment Services	Teamsters Local Union No. 200

<u>Employer Name</u>	<u>Local Union</u>
Aramark Refreshment Services	Teamsters Local Union No. 662
Aramark Refreshment Services	Teamsters Local Union No. 100
Aramark Refreshment Services	Teamsters Local Union No. 337
Aramark Uniform Services	Teamsters Local Union No. 79
Aramark Uniform Services	Teamsters Local Union No. 79
Aramark Uniform Services	Teamsters Local Union No. 612
Aramark Uniform Services	Teamsters Local Union No. 71
Aramark Uniform Services	Teamsters Local Union No. 391
Aramark Uniform Services	Teamsters Local Union No. 509
Aramark Uniform Services	Teamsters Local Union No. 783
Aramark Uniform Services	Teamsters Local Union No. 385
Aramark Uniform Services	Teamsters Local Union No. 293
Aramark Uniform Services	Teamsters Local Union No. 327
Aramark Uniform Services	Teamsters Local Union No. 89
Aramark Uniform Services	Teamsters Local Union No. 769
Aramark Uniform Services	Teamsters Local Union No. 114
Aramark Uniform Services	Teamsters Local Union No. 682
Aramark Uniform Services	Teamsters Local Union No. 682
Architectural Sales of MN Inc	Teamsters Local Union No. 638
APAC - Central Inc	Teamsters Local Union No. 516
Arrowhead Concrete Works	Teamsters Local Union No. 346
Arrowhead Supply Inc	Teamsters Local Union No. 346
Ashland Inc	Teamsters Local Union No. 618
Associated Roofing	Teamsters Local Union No. 135
Associated Wholesale Grocers	Teamsters Local Union No. 886
AstenJohnson Inc	Teamsters Local Union No. 662
Versacold Logistics Services	Teamsters Local Union No. 688
Atlas Logistics Group Retail Services LLC	Teamsters Local Union No. 171
Atlas Logistics Group Retail Services LLC	Teamsters Local Union No. 528
Atlas Logistics Group Retail Services LLC	Teamsters Local Union No. 528
Atlas Industrial Holding	Teamsters Local Union No. 413
Aunt Mid Produce Co	Teamsters Local Union No. 337
Auto Handling Corporation	Teamsters Local Union No. 89
Avis Budget Car Rental	Teamsters Local Union No. 769
Avis Budget Car Rental	Teamsters Local Union No. 769
Avis Budget Car Rental	Teamsters Local Union No. 769
Avis Budget Car Rental	Teamsters Local Union No. 769
Avis Budget Car Rental	Teamsters Local Union No. 618
Azcon Corporation	Teamsters Local Union No. 346
B C P Ingredients Inc	Teamsters Local Union No. 245
B & D Trucking Co	Teamsters Local Union No. 722
B & H Freight Lines Inc	Teamsters Local Union No. 41
B & J Moving And Storage	Teamsters Local Union No. 243
BMW Constructors Inc	Teamsters Local Union No. 135
Linde Gas North America LLC	Teamsters Local Union No. 283
Bailey Excavating Inc	Teamsters Local Union No. 1038
Baker's Gas & Welding Supplies Inc	Teamsters Local Union No. 283
Baldinger Bakery LLP	Teamsters Local Union No. 289
Banc One Building Corporation	Teamsters Local Union No. 705
Barry Trucking Inc	Teamsters Local Union No. 200
Bassett Transportation Inc	Teamsters Local Union No. 7
Bassett Transportation Inc	Teamsters Local Union No. 7
Bassett Transportation Inc	Teamsters Local Union No. 406
Baumhardt Sand & Gravel Inc	Teamsters Local Union No. 200
Bay Valley Foods LLC	Teamsters Local Union No. 722
Bay Valley Foods LLC	Teamsters Local Union No. 662
L J Beal & Son Inc	Teamsters Local Union No. 1038
Becker Iron & Metal Inc	Teamsters Local Union No. 610
Be Co Concrete Products Inc	Teamsters Local Union No. 682
Behnke Inc	Teamsters Local Union No. 7
Beilsmith Brothers Inc	Teamsters Local Union No. 682

<u>Employer Name</u>	<u>Local Union</u>
Bel Brands USA Inc	Teamsters Local Union No. 662
Belger Cartage Service Inc	Teamsters Local Union No. 523
Belger Cartage Service Inc	Machinists and Aerospace Local Union No. 778
Belger Cartage Service Inc	Teamsters Local Union No. 795
Belleville Supply Company	Teamsters Local Union No. 50
Belmont Paper & Bag Company	Teamsters Local Union No. 337
The Belson Company	Teamsters Local Union No. 662
Northfield Block Company	Teamsters Local Union No. 200
Berkshire Refrigerated Warehousing LLC	Teamsters Local Union No. 781
Best Asphalt Inc	Teamsters Local Union No. 247
Best Block Company	Teamsters Local Union No. 247
Best Concrete & Supply Inc	Teamsters Local Union No. 247
Better Made Snack Foods	Teamsters Local Union No. 406
Beyers Lumber Company	Teamsters Local Union No. 682
Bierlein Services Inc	Teamsters Local Union No. 243
Big C Lumber Company Inc	Teamsters Local Union No. 364
Black Lumber Company Inc	Teamsters Local Union No. 135
Blahnik Construction Company	Teamsters Local Union No. 238
Bluelinx Corporation	Teamsters Local Union No. 238
Bluelinx Corporation	Teamsters Local Union No. 364
Bluelinx Corporation	Teamsters Local Union No. 406
Bluelinx Corporation	Teamsters Local Union No. 247
Bluelinx Corporation	Teamsters Local Union No. 120
Bluelinx Corporation	Teamsters Local Union No. 682
Bluelinx Corporation	Teamsters Local Union No. 245
Bluelinx Corporation	Teamsters Local Union No. 348
The Boldt Company	Teamsters Local Union No. 662
Boones Express	Teamsters Local Union No. 614
Bootz Manufacturing Company	Teamsters Local Union No. 215
Southern Foods Group LLC	Teamsters Local Union No. 523
Southern Foods Group LLC	Teamsters Local Union No. 245
Howard L Bowers Contracting Company	Teamsters Local Union No. 92
Howard L Bowers Contracting Company	Teamsters Local Union No. 92
Boyer Ford Trucks Inc	Teamsters Local Union No. 974
Branick Industries Inc	Teamsters Local Union No. 120
Breckenridge of O'Fallon Inc	Teamsters Local Union No. 682
Brede Inc	Teamsters Local Union No. 120
Brenntag Great Lakes LLC	Teamsters Local Union No. 200
Brenntag Great Lakes LLC	Teamsters Local Union No. 90
Brenny-Dahl Block Company	Teamsters Local Union No. 346
Bright Sheet Metal Company	Teamsters Local Union No. 135
Brim Concrete Inc	Teamsters Local Union No. 135
Brim Concrete Inc	Teamsters Local Union No. 135
Brim Concrete Inc	Teamsters Local Union No. 135
Brin Glass Company	Teamsters Local Union No. 120
Broadway Ford Truck Sales	Teamsters Local Union No. 618
Broady Campbell Inc	Teamsters Local Union No. 135
Bob Brockland Pontiac-GMC	Teamsters Local Union No. 50
H Brooks and Company LLC	Teamsters Local Union No. 120
Don Brown Chevrolet Inc	Teamsters Local Union No. 618
Brown Motor Sales Inc	Teamsters Local Union No. 20
Browns Bun Baking Company	Teamsters Local Union No. 51
Brown's Ice Cream Company	Teamsters Local Union No. 471
Bryan Rock Products Inc	Teamsters Local Union No. 120
Buckeye Cablevision Inc	Teamsters Local Union No. 20
Buckeye Cablevision Inc	Teamsters Local Union No. 20
Building Products Corporation	Teamsters Local Union No. 50
Bumler Mechanical Inc	Teamsters Local Union No. 299
Burd & Fletcher Company	Teamsters Local Union No. 955
AB Mauri Food Inc	Teamsters Local Union No. 471
August A Busch & Co of Massachusetts Inc	Teamsters Local Union No. 122



<u>Employer Name</u>	<u>Local Union</u>
August A Busch & Co of Massachusetts Inc	Teamsters Local Union No. 122
Buteyn-Peterson Construction Co Inc	Teamsters Local Union No. 662
Federated Co-ops Inc	Teamsters Local Union No. 346
C & R Mechanical Company	Teamsters Local Union No. 682
CVS/Caremark Corp	Teamsters Local Union No. 41
Caldwell & Hartung Inc	Teamsters Local Union No. 238
Calnin & Goss Inc	Teamsters Local Union No. 662
Capital City Group Inc	Teamsters Local Union No. 284
Capitol Ready Mix Inc	Teamsters Local Union No. 916
Carenbauer Distributing Corporation	Teamsters Local Union No. 697
Carlesimo Products Inc	Teamsters Local Union No. 247
Carmeuse Lime Inc	Teamsters Local Union No. 247
Carr Bros Inc	Teamsters Local Union No. 964
Carroll Sales Company Inc	Teamsters Local Union No. 238
Carver Lumber Company	Teamsters Local Union No. 627
Carver Lumber Company	Teamsters Local Union No. 627
Carver Lumber Company	Teamsters Local Union No. 627
Cash Concrete Products Inc	Teamsters Local Union No. 135
Cemstone Ready Mix Inc	Teamsters Local Union No. 662
Cemstone Ready Mix Inc	Teamsters Local Union No. 662
Cemstone Products Company Inc	Teamsters Local Union No. 120
Cemstone Products Company Inc	Teamsters Local Union No. 120
Cemstone Products Company Inc	Teamsters Local Union No. 120
Cemstone Products Company Inc	Teamsters Local Union No. 120
Central Detroit Warehouse Company	Teamsters Local Union No. 337
Central States SE & SW Areas Health & Welfare and Pension Funds	Teamsters Local Union No. 743
Central States SE & SW Areas Health & Welfare and Pension Funds	Teamsters Local Union No. 743
Central Storage & Warehouse	Teamsters Local Union No. 695
Central Supply Company Inc	Teamsters Local Union No. 414
Central Warehouse Operations Inc	Teamsters Local Union No. 406
Century Cement Company	Teamsters Local Union No. 247
OMG Midwest Inc	Teamsters Local Union No. 627
Champaign Asphalt Co LLC	Teamsters Local Union No. 26
Champaign Asphalt Co LLC	Teamsters Local Union No. 135
Champaign Asphalt Co LLC	Teamsters Local Union No. 26
Chappell & Zimmerman Inc	Teamsters Local Union No. 92
Univar USA Inc	Teamsters Local Union No. 200
Univar USA Inc	Teamsters Local Union No. 283
Univar USA Inc	Teamsters Local Union No. 507
Univar USA Inc	Teamsters Local Union No. 618
Univar USA Inc	Teamsters Local Union No. 781
Univar USA Inc	Teamsters Local Union No. 114
Chemtrade Logistics Inc	Teamsters Local Union No. 507
Chicago Baking Company	Teamsters Local Union No. 200
Chicago Baking Company	Teamsters Local Union No. 325
Chicago Baking Company	Teamsters Local Union No. 627
Chicago Baking Company	Teamsters Local Union No. 662
Chicago Baking Company	Teamsters Local Union No. 695
Chicago Baking Company	Teamsters Local Union No. 734
Chicago Baking Company	Teamsters Local Union No. 279
Chicagoland Quad Cities Express Inc	Teamsters Local Union No. 781
Chicagoland Quad Cities Express Inc	Teamsters Local Union No. 781
Choice Brands Of Ohio LLC	Teamsters Local Union No. 92
The Fred Christen & Sons Company	Teamsters Local Union No. 20
F J A Christiansen Roofing Company	Teamsters Local Union No. 200
Christopher Chevrolet Buick	Teamsters Local Union No. 618
Christy Foltz Inc	Teamsters Local Union No. 279
Christy Foltz Inc	Teamsters Local Union No. 279
Louis P Ciminelli Construction	Teamsters Local Union No. 449
City Concrete LLC	Teamsters Local Union No. 377
City of Hancock	Teamsters Local Union No. 406

<u>Employer Name</u>	<u>Local Union</u>
City of Chetek	Teamsters Local Union No. 662
City of Peshtigo	Teamsters Local Union No. 662
City of Shively	Teamsters Local Union No. 783
City Supply Corporation	Teamsters Local Union No. 90
H L Claeys & Company	Teamsters Local Union No. 247
Euticals Inc	Teamsters Local Union No. 245
Co Freight Inc	Teamsters Local Union No. 247
Co-Pipe Products Inc	Teamsters Local Union No. 247
J W Cole & Sons	Teamsters Local Union No. 243
Columbian Distribution Services Inc	Teamsters Local Union No. 406
The Commerce Paper Company	Teamsters Local Union No. 20
Community Newspaper Holdings Inc	Teamsters Local Union No. 135
Community Tire Company	Teamsters Local Union No. 618
Community Wholesale Tire Inc	Teamsters Local Union No. 618
Compass Group USA Inc	Teamsters Local Union No. 554
Compass Group USA Inc	Teamsters Local Union No. 838
Compass Group USA Inc	Teamsters Local Union No. 627
Compass Group USA Inc	Teamsters Local Union No. 200
Compass Group USA Inc	Teamsters Local Union No. 662
Compass Group USA Inc	Teamsters Local Union No. 238
ConAgra Foods Inc	Teamsters Local Union No. 662
Concrete Supply LLC	Teamsters Local Union No. 215
Connor Company	Teamsters Local Union No. 627
Connor Company	Teamsters Local Union No. 627
Michigan Milk Producers Association	Teamsters Local Union No. 7
Consumers Builders Supply	Teamsters Local Union No. 20
Consumers Concrete Corporation	Teamsters Local Union No. 7
Consumers Concrete Corporation	Teamsters Local Union No. 243
Contractors Ready Mix	Teamsters Local Union No. 916
Convention Distribution Services Inc	Teamsters Local Union No. 600
Convention & Show Services	Teamsters Local Union No. 299
Jack Cooper Transport Company	Teamsters Local Union No. 41
Jack Cooper Transport Company	Teamsters Local Union No. 89
Jack Cooper Transport Company	Machinists and Aerospace Local Union No. 778
Cotter Merchandise Storage Company of Ohio	Teamsters Local Union No. 348
Country Fresh LLC	Teamsters Local Union No. 406
Coyne Textile Services	Teamsters Local Union No. 293
Coyne Textile Services	Teamsters Local Union No. 449
Coyne Textile Services	Teamsters Local Union No. 20
Cramblett Trucking Inc	Teamsters Local Union No. 92
Crandell Brothers Trucking	Teamsters Local Union No. 243
Creative Management Services	Teamsters Local Union No. 610
Cross & Peters Company	Teamsters Local Union No. 337
Cross & Peters Company	Teamsters Local Union No. 337
Crossett Inc	Teamsters Local Union No. 449
Crossroad Farms Dairy	Teamsters Local Union No. 135
Crossroad Farms Dairy	Teamsters Local Union No. 135
Crowley Liner and Logistics Services Inc	Teamsters Local Union No. 512
Crowley Liner Services of Puerto Rico	Teamsters Local Union No. 901
Capitol Ready Mix of Decatur	Teamsters Local Union No. 279
Czarnowski Display Service Inc	Teamsters Local Union No. 727
D C Transportation Services	Teamsters Local Union No. 407



## A&B freight line, inc.

A&B Freight Lines, Inc. and Teamsters Local 325

Memorandum of Understanding of November 15, 2014

This Memorandum of Understanding reflects the understanding of A&B Freight Lines and Teamsters Local 325 ("Parties") in reaching an agreement on all issues related to the Collective Bargaining Agreement effective by its terms from July 1, 2014 through June 30, 2019. Except as set forth below, the terms of the former Collective Bargaining Agreement shall remain in effect. This Memorandum of Understanding represents the full and complete agreement of the Parties as set forth below:

1. The New Collective Bargaining Agreement shall be effective on July 1, 2014 through June 30, 2019;
2. There shall be a wage increase of \$1.00 per hour effective retroactive to July 1, 2014.
3. There shall be a wage increase of \$.35 per hour effective on July 1, 2015, July 1, 2016, July 1, 2017 and July 1, 2018.
4. Effective as of November 15, 2014 all overtime shall be paid at the rate of 1.5 times the regular hourly rate paid to the employee for all hours worked which require overtime payments. For example, overtime shall be paid for work over 8 hours in a day or 40 hours in a week and as otherwise required under the Collective Bargaining Agreement.
5. The Company proposed Health Insurance Plan, which is attached hereto, shall be effective as of January 1, 2015. The employee shall be responsible for the payment of the initial deductible for all such insurance which shall be the deductible of \$500 for single coverage and \$1,000 for family coverage which includes employee plus spouse and employee plus children without the Health Savings Account Option. Employees shall also have the option of paying the initial deductible of \$1,400 for single coverage and \$2,800 for family coverage which includes employee plus spouse and employee plus children and would include the Health Savings Account Option as more fully described in the attached Company Health Insurance Plan. Once the employee has paid the full cost of either plans deductible, thereafter the Employer will cover 80% of the in-network covered costs and the employee will cover 20% of the in-network covered costs until the maximum out of pocket of \$2,500 for a single coverage and \$5,000 for a family coverage is reached. Family coverage shall also include employee plus spouse and employee plus children coverage.
6. If the employees chooses the option of insurance which includes the Health Savings Account Option, the Employer shall set up a Health Savings Account which the employee shall be given the opportunity to contribute money on a pretax basis from their wages which shall be available for use for the payment of deductibles and other health related expenses as more fully described in the description set forth in Appendix A which is attached to this Memorandum.
7. All other terms and conditions of the prior Collective Bargaining Agreement which expired on June 30, 2014 shall remain in full force and effect.

# ARTICLES OF CONSTRUCTION AGREEMENT

Between

The Associated General Contractors of Illinois

And

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

Covering  
Construction

In

The State of Illinois  
as described herein

*See page 39 for Project Only Agreement.*

EFFECTIVE: May 1, 2014

EXPIRES: April 30, 2017

**RECEIVED**

SEP 22 2014

CONTRACT  
DEPARTMENT

The Employer's obligations under this Agreement and all other incorporated agreements, including but not limited to any and all trust fund agreements, shall not extend beyond the duration or geographical scope of the Employer's work on this project. It is agreed that Article 33 of the Agreement is modified so that it automatically terminates upon the cessation of the Employer's work on the 2014 IDOT Contract No. 46280. Furthermore, it is understood that the Employer does not extend any authority to The Associated General Contractor of Illinois with respect to this project or otherwise.

EMPLOYER:

FOR THE UNION:

AC Pavement Striping Co.  
695 Church Road  
Elgin, IL 60123  
(847) 214-9500

Redacted by U.S. Treasury

Scott E. Kline, President

Redacted by  
U.S. Treasury

By: \_\_\_\_\_

**RECEIVED**

SEP 22 2014

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DEPARTMENT

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**Ohio Tar and Asphalt Div.,  
Central Allied Enterprises, Inc.**

**-And-**

**GENERAL TRUCK DRIVERS AND HELPERS UNION  
Local No. 92**

**May 1, 2015 – April 30, 2018**

**RECEIVED**

JUL 07 2015

**CONTRACT  
DEPARTMENT**

THIS AGREEMENT, made and entered into at Canton, Ohio, between OHIO TAR AND ASPHALT DIV., CENTRAL ALLIED ENTERPRISES, INC. herein referred to as the "Employer," and GENERAL TRUCK DRIVERS AND HELPERS UNION LOCAL NO. 92, hereinafter referred to as the "Union," and affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS.

WITNESSETH:

That for the purpose of promoting harmonious relationship between the Employer and the employees, the Employer and the Union agree as follows:

### **ARTICLE 1 – Scope of Agreement**

#### **Section 1 – Operations**

The execution of this Agreement on the part of the Employer shall cover all road and plant operations of the Employer within the jurisdiction of Local Union No. 92.

#### **Section 2 – Employees Covered**

The employees covered by this Agreement shall be construed to mean all hourly rated employees, exclusive of office, clerical, supervisory and executive employees.

#### **Section 3 – Transfer of Company Title or Interest**

This Agreement shall be binding upon the parties hereto, successors, administrators, executors, and assigns. In the event an entire operation is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. On the sale, transfer, or lease of an individual run or runs, only the specific provisions of this contract, excluding supplements or other conditions, shall prevail. It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this contract. 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, at the time the seller, transferee, or lessee executes a contract or transaction as herein described. In the event the Employer fails to give the notice herein required and/or fails to require the purchaser, the transferee or the lessee to assume the obligations of this contract, the Employer shall be liable to the Union and to the employees covered for all damages sustained as a result of such failure to give notice or such failure to require assumption of the terms of this contract.

### **ARTICLE 27 – Sub-Contracting**

In keeping with the mutual intent of the parties to preserve and protect the jobs of the employees covered herein, the Employer agrees that all Employer-owned equipment shall be used before hiring outside trucks, and it is further agreed that it will not employ any owner driven equipment, that it will not rent, assign, subcontract, lease, or sublease equipment to and/or from any firm, corporation, partnership, or any other person as long as the Employer-owned equipment is available to be used for the job.

The Employer agrees to refrain from 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.

### **ARTICLE 28 – Investigation Privileges**

Authorized Agents of the Union shall have access to the Employer's establishments during working hours for the purpose of adjusting disputes, investigating conditions, collecting dues, and ascertaining that the Agreement is being adhered to; however, this access shall not interfere with the efficient operations of the Employer's business.

### **ARTICLE 29 – Pension**

Effective May 1, 2015 the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, the sum of one hundred forty nine dollars and thirty cents (\$149.30) per week for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more. Effective May 1, 2016 the Employer shall contribute the sum of one hundred fifty five dollars and thirty (\$155.30) per week for each employee. Effective May 1, 2017 the Employer shall contribute the sum of one hundred sixty one dollars and fifty cents (\$161.50) per week for each employee. 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 to which the Employer is a party.

By 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.

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 until such employee returns to work; however such contributions shall not be paid for a period of more than 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 leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Contributions to the Pension Fund must be made for each week on each full time employee. Employees who work either part time (less than forty (40) hours as outlined under Article 19 (a) or 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. Employers who are delinquent must also pay all attorney's fees and costs of collection.

Any employee who has been employed three (3) years or more and said employee has worked thirty (30) weeks or more shall be guaranteed forty (40) weeks of contributions into the Pension Fund, as positioned to by the attached Letter of Agreement.

### **ARTICLE 30 – Delinquencies in Pension Payments**

Notwithstanding anything herein contained, it is agreed that in the event the 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 such Fund 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 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 in the event such action is taken, the Employer shall be responsible to the employees for losses resulting there from.

### **ARTICLE 31 – Jury Duty**

a) A full time employee who is absent from work while serving on a jury shall be paid up to five (5) days the difference between the amount received by him for such jury service and the amount he would have earned at his regular straight time hourly rate of pay for an eight (8) hour day, had he worked on the days of such jury service.

b) No employee shall be entitled to receive the payment provided in paragraph (a) above unless:

- 1) Such employee has notified his supervisor or foreman of his being called to report for jury service, promptly after such employee is so called, and
- 2) Such employee promptly notifies his supervisor or foreman on each scheduled work day on which he is not required to serve on a jury and reports for work and works the hours as directed by such supervisor or foreman.

**OHIO TAR AND ASPHALT  
ACCOUNT NO.: 6029000-0109-92-A**

**LETTER OF UNDERSTANDING AND AGREEMENT**

Effective May 1, 2009, contributions will be remitted to the Central States Pension Fund on behalf of all employees, even if they are termed part-time, casual, seasonal, temporary or emergency, covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

GENERAL TRUCK DRIVERS AND  
HELPERS UNION LOCAL NO. 92

Redacted by U.S. Treasury

OHIO TAR AND ASPHALT DIV.  
CENTRAL ALLIED ENTERPRISES, INC.

Redacted by U.S. Treasury

Wice President

Date: 6-30-15

Date: 6/30/2015

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JUL 07 2015

**CONTRACT  
DEPARTMENT**

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**Canton Aggregate Division  
Central Allied Enterprises, Inc.**

**-And-**

**GENERAL TRUCK DRIVERS AND HELPERS UNION  
Local No. 92**

**June 1, 2015 – May 31, 2018**

**RECEIVED**

JUL 27 2015

**CONTRACT  
DEPARTMENT**

THIS AGREEMENT, made and entered into by and between, CANTON AGGREGATE, DIVISION OF CENTRAL ALLIED ENTERPRISES, INC. herein referred to as the "Employer," and GENERAL TRUCK DRIVERS AND HELPERS UNION LOCAL NO. 92, hereinafter referred to as the "Union," affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS.

WITNESSETH:

That for the purpose of promoting harmonious relationship between the Employer and the employees, the Employer and the Union agree as follows:

### **ARTICLE 1 – Scope of Agreement**

#### **Section 1 – Operations**

The execution of this Agreement on the part of the Employer shall cover all road and plant operations of the Employer within the jurisdiction of Union No. 92.

#### **Section 2 – Employees Covered**

The employees covered by this Agreement shall be construed to mean all hourly rate employees, exclusive of office, clerical, supervisory and executive employees.

#### **Section 3 – Transfer of Company Title or Interest**

This Agreement shall be binding upon the parties hereto, successors, administrators, executors, and assigns. In the event an entire operation is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. On the sale, transfer, or lease of an individual run or runs, only the specific provisions of this contract, excluding supplements or other conditions, shall prevail. It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this contract. 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, at the time the seller, transferee, or lessee executes a contract or transaction as herein described. In the event the Employer fails to give the notice herein required and/or fails to require the purchaser, the transferee, or the lessee to assume the obligations of this contract, the Employer shall be liable to the Union and to the employees covered for all damages sustained as a result of such failure to give notice or such failure to require assumption of the terms of this contract.

## **ARTICLE 29 – Pension**

Effective June 1, 2015 the Employer shall contribute to the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, the sum of one hundred forty nine dollars and thirty cents (\$149.30) per week for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more. Effective June 1, 2016 the Employer shall contribute the sum of one hundred fifty five dollars and thirty (\$155.30) per week for each employee. Effective June 1, 2017 the Employer shall contribute one hundred sixty one dollars and fifty cents (\$161.50) per week for each employee. 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 to which the Employer is a party.

By 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.

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 pay the required contributions until such employee returns to work; however such contributions shall not be paid for a period of more than 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.

Contributions to the Pension Fund must be made for each week on each full time employee. Employees who work either part time (less than forty (40) hours as outlined under Article 19a) or 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. Employers who are delinquent must also pay all attorney's fees and costs of collection.

Any employee who has been employed three (3) years or more and said employee has worked thirty (30) weeks or more shall be guaranteed forty (40) weeks of contributions into the Pension Fund, as positioned to by the attached Letter of Agreement.

**RECEIVED**

JUN 05 2014

**CONTRACT  
DEPARTMENT**

**COLLECTIVE BARGAINING  
AGREEMENT**

By and Between

**A & T CONCRETE SUPPLY COMPANY, INC.**  
Ft. Branch, Indiana

and

**CHAUFFEURS, TEAMSTERS AND HELPERS  
LOCAL UNION NO. 215**  
Evansville, Indiana

Effective March 23, 2014  
through  
March 22, 2017

## **A G R E E M E N T**

THIS AGREEMENT is made and entered into by and between the *A & T CONCRETE SUPPLY COMPANY, INC.* of Fort Branch, Indiana (hereinafter known as the "Employer" or "Company") and *CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 215*, Evansville, Indiana, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union"),

### **ARTICLE I**

#### Conditions

Section 1. It is the intent and purpose of the parties to this Agreement to promote and improve the industrial and economical relationships between the Employer and employees and to set forth herein the basic agreement covering rates of pay and conditions of employment between the parties hereto.

Section 2. For the purpose of clarification of the following, the Union shall represent the employees covered under Article II.

### **ARTICLE II**

#### Union 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 prescribed in this Agreement.

### **ARTICLE III**

#### 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 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 effective from and after the thirty-first (31st) day following the execution date of this Agreement, 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

## **ARTICLE XXVII**

### **Funeral Leave**

**Section 1.** Funeral leave shall be defined as Leave granted without loss of pay to a non-probationary employee upon the death of an immediate family member.

**Section 2.** Immediate family shall be defined to include: Father, Mother, Step-father, Step-mother, Father-in-law, Mother-in-law, Wife, Husband, Brother, Sister, Brother-in-law, Sister-in-law, Son or Daughter, including Step-children and Grand-children, Grand-father, Grandmother of Husband or Wife. The employee shall be entitled to be absent from work for a period up to, but not more than, three (3) consecutive work days. In any event, the day of the funeral shall be one of the days of such leave. The employee shall be compensated at the regular straight-time rate, not in excess of eight (8) hours per day of leave.

## **ARTICLE XXVIII**

### **Pension Fund**

**Section 1.** Effective March 23, 2014, the Employer shall contribute to the CENTRAL STATES; SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of One Hundred Fourteen Dollars and Zero cents (\$114.00) per week for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more. Effective March 23, 2015, the weekly contribution shall be One Hundred Twenty Dollars and Eighty cents (\$120.80) per week for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more. Effective March 23, 2016, the weekly contribution shall be One Hundred Twenty-Five Dollars and Sixty Cents (\$125.60) per week for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more.

**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 Southeast and Southwest Areas contract to which employees 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 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. 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. 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.

Section 6. 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 temporarily or in cases of emergence under the terms of this contract shall not be covered by the provisions of this paragraph.

Section 7. Notwithstanding anything herein contained, it is agreed that in the event any employee is delinquent at the end of the period in the payment of his contributions to the Health and Welfare or Pension Fund or Funds created under this contract, in accordance with the rules and regulations of the Trustees of Funds, the employees or their representatives, after the proper official of the Local Union shall have given a seventy-two (72) hour notice to the Employer of such delinquency in Health and Welfare and Pension payments, shall have the right to take such actions 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.

#### **ARTICLE XXIX** Unauthorized Activity Clause

It is further agreed that the Union will, after the signing of this Agreement, notify the Employer and specify the Union's authorized representatives who will deal with the Employer and specify the Union's authorized representatives who will deal with the Employer, make commitments for the Union generally, and, in particular, have sole authority to act for the Union in calling or instituting strikes or any stoppages of work, and the Union shall not be liable for any activities unless so authorized.

#### **ARTICLE XXX** Separability and Savings Clause

Section 1. If an article or section of this contract or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or

**AGREEMENT**

*by and between*

**ATE MANAGEMENT OF DULUTH, INC.**

*as MANAGERS for the*

**DULUTH TRANSIT AUTHORITY**

*and*

**TEAMSTERS GENERAL  
LOCAL UNION 346**

*January 1, 2013  
through  
December 31, 2016*

**RECEIVED**

**JAN 11 2013**

**CONTRACT  
DEPARTMENT**

## A. AGREEMENT AND CONTRACT WORDING

### ARTICLE 1 - AGREEMENT

#### Section 1: Teamsters General Local 346

This Agreement made and entered into this 1<sup>st</sup> day of January, 2013, by and between ATE MANAGEMENT OF DULUTH, INC., as managers for DULUTH TRANSIT AUTHORITY, and DULUTH TRANSIT AUTHORITY OF THE CITY OF DULUTH of Duluth, Minnesota, their successors, lessees and assigns hereinafter referred to as the "Employer" and the TEAMSTERS GENERAL LOCAL UNION NO. 346 of Duluth, Minnesota, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union."

#### Section 2:

This Agreement is entered into in order to provide the safest, best, and most efficient bus service possible to the people of Duluth, Superior, and Proctor, and the best possible working conditions for the Employees having due regard for the economic operation of the Employer and its equipment and having due regard for the Employees' well being. Also, to provide a working understanding between the Employer and its Union Employees through their duly accredited representatives regarding hours of labor, working conditions, and rates of pay, and to establish means of settling grievances, disputes and controversies arising between the Employer and the Union during the term of this Agreement.

#### Section 3:

In the interest of brevity, all personal references in this Agreement are in the masculine gender. This in no way infers discrimination against female members of the bargaining unit, and all terms and conditions of this Agreement apply equally to male and female Employees in the bargaining unit.

### ARTICLE 2 - RECOGNITION

#### Section 1:

The Employer agrees and recognizes that during the term of this Contract the Union and its authorized officers and agents shall be the sole and exclusive representatives and agents for its members for the purpose of collective bargaining with the Employer in regard to rates of pay, wages, hours of employment, and other conditions of employment.

#### Section 2:

The Union agrees that it will not authorize a strike or work stoppage and the Employer agrees that it will not engage in a lockout because of any disputes of matters arising out of the interpretation of or adherence to the terms and provisions of this Agreement.

#### Section 3:

Employee may extend the required contributions to a period of up to twelve (12) weeks in a continuous one (1) year period through the Family and Medical Leave Act where applicable.

**Section 5:**

If an Employee is absent because of an occupational injury with the Employer, 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 three (3) months.

**Section 6:**

Contributions to the Health and Welfare Fund must be made for each week on each regular Employee, even though such Employee may work only a portion of the week under provisions of this Contract, and although contributions may be made for those weeks into some other Health and Welfare Fund.

**ARTICLE 20 - PENSIONS**

**Section 1:**

Effective January 1, 2013, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of (\$258.50) per week, and January 1, 2014, the Employer shall contribute (\$268.80) per week, and January 1, 2015, the Employer shall contribute (\$279.60) per week, and January 1, 2016 the Employer shall contribute (\$290.80) per week, for all regular full-time Employees covered by this Agreement who have been on the payroll thirty (30) days or more. Contributions shall not be made into this pension fund for part-time Employees. However, any part-time Employee who has exceeded one thousand (1,000) work hours during a twelve (12) month period will have contributions made for him/her for all work hours thereafter for the remainder of that year and all subsequent years.

**Section 2:**

By 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.

**Section 3:**

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 three (3) months.

**Section 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 for a period of five (5) weeks.

**Section 5:**

Contributions to the Pension Fund must be made for each week on each regular Employee, even though such Employee may work only a portion of each week 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.

**ARTICLE 21 - PASSES FOR EMPLOYEES**

**Section 1:**

The Employer shall grant passes for Employees working, Employees retired, and receiving pension, and Employees disabled while on and in the line of duty.

**Section 2:**

The Employer shall also grant passes for all spouses and school children of Employees. Said passes to be good 24 hours a day, on an annual basis. Company to pay all costs in issuing passes for spouses and children; and will issue a duplicate pass for lost or destroyed original one time at no cost. A second duplicate pass will be issued at a replacement cost of \$10.00. No additional duplicate passes will be issued. Upon request, the Company will laminate passes.

**Section 3:**

It is further agreed that annual passes will be granted for the surviving spouse and children, up to the age of 18, of all Employees who have completed five (5) years or more of service with the Company.

**Section 4:**

Passes for new Employee's spouses and children are to be issued upon completion of probationary period.

**C. NEW EMPLOYEES**

**ARTICLE 22 - PROBATION PERIOD**

**Section 1:**

A new Employee shall work under the provisions of this Agreement but shall be employed only on a one hundred fifty (150) day trial basis, provided, however, that the probation period may be extended for thirty (30) days when agreed upon by the Company and the Union. During the

AGREEMENT

BETWEEN

TEAMSTERS "GENERAL" LOCAL UNION NO. 200



AND

ACE REDI-MIX

June 1, 2014 to May 31, 2017

**RECEIVED**

SEP 24 2014

CONTRACT  
DEPARTMENT

## Agreement

This Agreement is entered into between Ace Redi-Mix, herein after referred to as the "Company" and Teamsters "General" Local Union No. 200, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union." When a signatory Company herein is referenced individually, it shall be hereinafter referred to as the "Company."

WITNESSETH: That the parties hereto, for and in consideration of the mutual promises and obligations hereinafter imposed and mutual benefits derived, agree to and with each other as follows:

### ARTICLE 1 INTENT AND PURPOSE

1.1 In order to prevent strikes and lockouts and to insure a peaceful adjustment and settlement of any and all grievances, disputes and differences which may arise between any of the parties to this Agreement without stoppage of work, and to bring about, as near as is possible, uniform conditions that will tend to stabilize and encourage the trucking industry, both parties have entered into the Agreement.

### ARTICLE 2 SCOPE OF OPERATIONS COVERED

2.1 This Agreement shall cover all work performed by employees of the Company employed in the classifications of work covered by this Agreement. This shall not be construed to negate or invalidate any collective bargaining between the Company and a bona fide union covering work outside the geographical jurisdiction of the Union, on the effective date of such agreement. The jurisdiction of the Union is Milwaukee, Ozaukee, Washington and Waukesha Counties.

### ARTICLE 3 RECOGNITION AND UNION SECURITY

3.1 a. The Company recognizes and acknowledges that the Union is the exclusive representative of all truck drivers, warehousemen, helpers, mechanics, mobile maintenance mechanics, yard equipment operators, and building material drivers employed in the classifications of work covered by this Agreement for the purpose of collective bargaining.

b. All present employees who are members of the Union on the effective date of this subsection, or on the date of execution of this Agreement, whichever is the later, shall remain members in good standing, as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing, as a condition of employment, or on and after the 31st day following the effective date of this subsection, whichever is the later.

c. The provisions of this Article shall be administered to conform with applicable state and federal law.

contract year in the plan year subject to the same terms and conditions. Employees who are hired on or after June 1, 2011 shall not be eligible for this benefit, but shall be governed by a separate progression to three (3) weeks of weekly contributions.

The weekly contribution for new hires, employees hired after June 1, 2011, is as follows:

0-3 years of employment	0 weeks
4th year of employment	1 week
5th year of employment	2 weeks
6th year of employment	3 weeks

21.6 The Company will establish a § 125 Plan so that an employee's weekly contribution share can be made on a pre-tax basis.

## ARTICLE 22. PENSION

Effective June 1, 2014, and for the duration of the Agreement, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of \$43.40 per day, to a maximum of \$217.00 per week, for each day or tour of duty worked or compensated for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more.

Effective May 31, 2015, and for the duration of the Agreement, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of \$45.10 per day, to a maximum of \$225.50 per week, for each day or tour of duty worked or compensated for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more.

Effective May 29, 2016, and for the duration of the Agreement, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of \$46.90 per day, to a maximum of \$234.50 per week, for each day or tour of duty worked or compensated for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more.

22.1. b. The Company will make the Teamsters National 401(k) available to all employees working under this Agreement on a voluntary basis.

22.2 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 contracts to which companies who are party to this Agreement are also parties.



22.3 By the execution of this Agreement, the Company authorizes the Company's Associations who are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Company Trustees under such agreement, hereby waiving all notice thereof and ratifying all lawful actions already taken; or to be taken by such Trustees, within the scope of their lawful authority.

22.4 If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of twenty (20) days. If an employee is injured on the job, the Company 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 Company 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.

22.5 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 Company but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund or 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 Section.

22.6 Employees who are eligible to retire under the Fund must notify the Company, in writing, as to his anticipated date of retirement sufficiently in advance, so as to enable the Company to make all the necessary payments and entries prior to the retirement date chosen.

### **ARTICLE 23 SPLIT SHIFTS**

23.1 Split shift work shall be first offered by Company-wide seniority and, if the Company does not obtain enough volunteers needed to work the split shift, the Company may enforce reverse Company-wide seniority, in order to obtain enough workers needed to work the split shift. Split shifts will be used for night work only; no split shifts during the normal working day.

### **ARTICLE 24 POSTING OF NOTICE**

24.1 The Company agrees to the posting within the business premises of notices of Union meetings, etc., by an elected or appointed official of the Union. A copy of this Agreement shall be posted at each place of business.

# Clerical Office Rider

## Between Teamsters Local Union No. 413 And Active, U.S.A. Inc.

1) Rates of Pay:

The negotiated hourly increases of the National Master Automobile Transporters Agreement, Central/Southern Driveaway Supplement shall apply for the period of June 1, 2003 through May 31, 2008:

Effective June 1, 2003;	Maintain Current Rates	(\$14.81)
Effective June 1, 2004;	Maintain Current Rates	(\$14.81)
Effective June 1, 2005;	Forty Cents (.40) per hour	(\$15.21)
Effective June 1, 2006	Forty Cents (.40) per hour	(\$15.61)
Effective June 1, 2007	Fifty Cents (.50) per hour	(\$16.11)

2) Health & Welfare:

Central States Southeast and Southwest Area Plan C-6 with the weekly contribution is mandated by the NMATA.

3) Pension:

All contractual provisions of the NMATA Central States, southeast and Southwest Area Pension Plan with weekly contributions which are mandated by NMATA.

4) Office will operate on a separate seniority list from the Driver/Shop Seniority List. The company will recognize the involved office employee's original seniority date with the Company.

The Parties further agree that all other provisions of the Central/Southern Driveaway Supplement to the National Master Automobile Transporters Agreement shall apply in its entirety.

TEAMSTERS LOCAL UNION NO: 413

Redacted by U.S. Treasury

President

Redacted by U.S. Treasury

Secretary/Treasurer

Redacted by U.S. Treasury

Business Agent

Date:

9-23-03

ACTIVE, U.S.A. INC.

Redacted by U.S. Treasury

Date:

9-11-03



**CLERICAL OFFICE RIDER  
KENOSHA AUTO TRANSPORT,  
Division of Active USA**

RECEIVED CONTRACT DEPT.  
00711125 1111 P 11 18

**1. RATES OF PAY:**

Effective:	9/29/99	\$ 43.20 *
	6/01/00	14.20
	6/01/01	15.20
	6/01/02	16.20

\* Retroactive increases from 9/29/99 through 12/15/99 shall be paid by 12/17/99

**2. HEALTH AND WELFARE:**

Central States, Southeast and Southwest Plan C-6.

**3. PENSION:**

Central States, Southeast and Southwest Plan with weekly contributions as follows:

Effective:	9/29/99	\$ 109.00
	6/01/00	118.00
	6/01/01	136.00
	6/01/02	174.00

The parties further agree that all other provisions of the Central/Southern-Eastern Driveaway Supplement to the National Master Automobile Agreement will apply.

Redacted by U.S. Treasury

Redacted by U.S. Treasury

Local 745

Active USA

*Should include the \$6.00 per week.*

12/17/99  
Date

Dec. 10, 1999  
Date

**TEAMSTERS LOCAL UNION NO. 957**

General Truck Drivers, Warehousemen, Helpers, Sales and Service, and Casino Employees;  
Champaign, Clark, Clinton, Darke, Greene, Miami, Montgomery and Preble Counties, Ohio  
Affiliated with the International Brotherhood of Teamsters

Affiliated with  
Teamsters Joint Council 41  
Ohio Conference of Teamsters



Phone (937) 278-5781  
(800) 328-1372  
Fax (937) 278-7577

**VARNEY RICHMOND**  
President

**DOUG DAVIS**  
Secretary-Treasurer

P.O. Box 13357  
2719 Armstrong Lane  
Dayton, Ohio 45414

**CLERICAL OFFICE RIDER**  
**ACTIVE USA**  
**SPRINGFIELD, OHIO**

**1. Rate of Pay:**

Effective: 6/1/14 \$19.03  
6/1/15 \$19.43

**2. Health & Welfare:**

Central States, Southeast & Southwest Plan C6

**3. Pension:**

Central States, Southeast & Southwest Areas Pension Fund 18\*

2012 Rate same as NMATA  
2013 Rate same as NMATA  
2014 Rate same as NMATA  
2015 Rate same as NMATA

The parties further agree that all other provisions of the Central/Southern Driveway Supplement to the National Master Automobile Transporters Agreement will apply.

Redacted by U.S. Treasury

Date

8/1/14

Teamsters Local Union No. 957  
Don Minton

Redacted by U.S. Treasury

Date

8/1/14

Active USA  
Malcom Collier

**OFFICERS**

Varney Richmond, President  
Doug Davis, Secretary-Treasurer  
Mike LeMaster, Vice President  
Mike Darner, Recording Secretary

**BUSINESS REPRESENTATIVES**

Mike Macky  
Bill Mills  
Don Minton  
Jason Shyout

**TRUSTEES**

Terry Demaree  
Loran Ellsworth  
James Lee Eversole

**"Have Your Deliveries Made By Union Drivers"**

**ARTICLES OF AGREEMENT  
BETWEEN THE  
ADVANCE SHORING COMPANY  
AND THE  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS LOCAL 120  
MAY 1, 2013 - APRIL 30, 2018**

**RECEIVED**

**JUL 30 2013**

**CONTRACT  
DEPARTMENT**

## ARTICLES OF AGREEMENT

The Undersigned **ADVANCE SHORING COMPANY**, hereinafter referred to as the Employer, and General Drivers, Helpers and Truck Terminal Employees Local Union No. 120, affiliated with the International Brotherhood of Teamsters, Teamsters Joint Council 32, hereinafter referred to as the Union, agree to be bound by the terms and provisions covering wages and working conditions.

### ARTICLE I RECOGNITION

Section 1. The Union shall be the sole representative of employees in those classifications covered by this Agreement in collective bargaining with the Employer. There shall be no discrimination against an employee because of Union affiliation.

Section 2. The Employer shall have the right to choose any person as a new employee. Employees who decline to join the Union may, after thirty-one (31) days of employment or from the effective date of this Agreement, be required, at a minimum, to pay a reduced service fee equivalent to his or her proportionate share of Union expenditures that are necessary to support solely represented activities in dealing with the Employer on labor-management issues.

Section 3. The Employer recognizes the right of the Union to designate from among the employees of the establishment concerned a job steward or job committee to handle such Union business as may from time to time be delegated to the job steward or job committee by the Union Executive Board pertaining to employment relations at that establishment.

Section 4. Both parties agree not to enter into any agreement or contract, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

Section 5. Upon written authorization from the employees, 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 and agrees to remit all such deductions to the Union.

Section 6. The Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck. The International Brothers of Teamsters shall reimburse the Employer annually up to 2% of the total amount deducted from the employees and transmitted to DRIVE. This reimbursement is to cover administrative expenses associated with this deduction.

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 payments for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required payments until such employee returns to work; however, such payments shall not be paid for a period of more than twelve (12) months. If an employee is laid off the Employer shall pay the required payments for a minimum of two (2) weeks. If an employee is granted a leave of absence, the employee shall be responsible to give the Employer, prior to the leave of absence being effective, sufficient moneys to pay the required payments to maintain the insurance during the period of absence.

#### ARTICLE 24 PENSION PLAN

Effective May 1, 2013 the Employer shall contribute to the HYBRID CENTRAL STATES, SOUTHEAST AND SOUTHWEST PENSION FUND, the amount of \$182.20 per week for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more.

This Fund shall be the HYBRID 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 a regular 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 a regular 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 a regular employee is granted a leave of absence, the employee shall be responsible to pay the Employer, prior to the leave of absence being effective, sufficient moneys to pay the required contributions into the Pension Fund during the period of absence.

Contributions to the Pension Fund must be made for each week on each regular employee. Employees who work either temporarily or in cases of emergency under terms of this Agreement shall not be covered by the provisions of this paragraph. Action for delinquent contributions may be instituted by either the Local Union, the Area Conference, or the Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collections.

It is agreed that in the event an Employer is delinquent at the end of a period in the payment of his/her contribution to the Pension Fund created under this Agreement in accordance with the rules and regulations of the Trustees of such Fund, the Local Union or Area Conference, after the

proper official of the Local Union shall have given the seventy-two (72) hour 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 there from.

Contributions will be remitted to the Central States Pension Fund on behalf of all regular full time employees performing work covered by the collective bargaining agreement within thirty (30) calendar days on the Employer's payroll.

The parties agree that in the event that an individual employed on a casual or part-time basis works 1,000 hours or more in a 12 month period, he will be considered a regular employee for the purposes of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years), will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular full time employees.

The foregoing Employer contribution rates are the Employer's total weekly cost for providing pension benefits during the term of this agreement. Notwithstanding anything contained in the Agreement to the contrary, in the event that at any time during the term of the Agreement, the Employer is legally required to make Employer contributions to any Pension Plan ("Pension Plan") which are at an Employer contribution rate which is greater than the employer contribution rate required to be made by the Employer under the terms of the Agreement (or has the aggregate effect of requiring additional Employer contributions to the Plan by the Employer) (i.e., the "additional contribution rate"), by reason of the direct or indirect application of any law, regulation or rule, including the Pension Protection Act of 2006 and any successor legislation, then the parties to the Agreement agree, that beginning as of the effective date the Employer is required to make contributions at the additional contribution rate until the date the additional contribution rate is no longer in effect, the Employer shall be entitled to reduce the wage rate paid to covered employees as set forth in the Agreement by the amount of the additional Employer contribution rate the Employer is legally required to pay to the Pension Plan. In no event shall the total wage / fringe package be increased during the term of the Agreement as a result of the foregoing sentence. All other provisions of the Agreement shall remain in full force and effect during its term.

#### **ARTICLE 25** **401(k) PLAN**

The Employer will contribute the following amounts, per week, to a 401(k) plan for the non-casual Employees. This contribution will begin on May 1, 2013.



**AGREEMENT**

***AFP advanced food products, llc  
Clear Lake, Wisconsin***

***and***

***General Teamsters Union, Local 662  
affiliated with the  
International Brotherhood of Teamsters***

***MARCH 1, 2013 TO AND INCLUDING FEBRUARY 28, 2016***

**RECEIVED**

**MAR 25 2013**

**CONTRACT  
DEPARTMENT**

**AFP advanced food products, llc  
Clear Lake, Wisconsin  
3/1/13 to 2/28/16**

**AGREEMENT**

This AGREEMENT made and entered into by and between the GENERAL TEAMSTERS UNION, LOCAL 662, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union" and the AFP advanced food products, llc of New Holland, PA for its Clear Lake, Wisconsin operation, hereinafter referred to as the "Employer", its successors and assigns.

**ARTICLE 1  
SCOPE OF AGREEMENT AND RECOGNITION**

Section 1. The execution of this Agreement on the part of the Employer, shall cover all operations of the Employer which are covered by this Agreement, and shall have application to the work performed within the classifications defined and set forth in the Agreement.

Section 2. The Employer recognizes and acknowledges that the Union, its agents, representatives, or successors, is the exclusive bargaining agency for all employees of the Employer including such employees as may be presently or hereinafter represented by the Union, working on jobs in classifications as set forth in the attached wage schedule excluding office, clerical employees, supervisors and guards as defined in the Act.

**ARTICLE 2  
UNION SECURITY AND CHECK-OFF**

Section 1. All present employees, who are members of the Local Union on the effective date of this Section 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 thereafter, 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 the 31st day following the effective date of this Section or the date of this Agreement, whichever is the later. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

Section 2. 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 the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required.

The 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

## **ARTICLE 27**

### **HOLIDAYS**

Section 1. The following shall be recognized as holidays for purposes of this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, December 24<sup>th</sup>, Christmas Day, Day after Thanksgiving and one (1) floater.

All employees who have completed their probationary period and work during the pay period that any of the above holidays occur in shall receive eight (8) hours of pay for each of the above holidays.

Section 2. All employees who work on any of the above holidays shall receive double time (2X) their regular rate of pay for all hours worked with a guarantee of a minimum of four (4) hours in addition to the eight (8) hours of holiday pay. Hours worked on above holidays and paid for at the doubletime (2X) rate shall be included in hours worked per week for the purpose of computing overtime. The Employer agrees to minimize work as much as possible on Sundays and holidays.

Section 3. All holidays occurring on Saturday shall be celebrated and paid for on Friday, and all holidays occurring on Sunday shall be celebrated and paid for on Monday.

Section 4. Any employee who is off work due to compensable injury or paid illness (workers compensation and short-term disability) shall receive all paid holidays that occur during such period of absence not to exceed six (6) months.

Section 5. The Employer will determine three (3) dates surrounding a holiday as alternatives for the floating holiday and the employees will decide on the basis of a unit vote. Such choice will be determined during fourth quarter of the preceding calendar year.

Section 6. Holiday pay does not count as time worked except as provided in Article 19, Section 1 and Article 18.

## **ARTICLE 28**

### **PENSION**

Section 1. Effective March 1, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$111.90 dollars per week under Schedule B for each employee covered by this Agreement who has completed thirty (30) calendar days. Effective March 1, 2014, the weekly rate will increase to \$116.40 dollars per week; effective March 1, 2015, the weekly rate will increase to \$121.10 per week for the term of the Agreement.

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 Area Agreements to which Employers, who are party to this Agreement, are also parties.

By execution of this Agreement, the Employer authorized 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.

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 or per the Participation Agreement. If an employee is granted a leave of absence, the employee may make arrangements with the Employer for sufficient monies to be paid to the Employer, to pay the required contributions into the Pension Fund during the period of absence.

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 Employer but not under the provisions of this Agreement and although contributions may be made for those weeks into some other pension fund. Action for delinquent contributions may be instituted by either the Local Union, the Area Conference or the Trustees. Employers who are delinquent must also pay all attorney's fees and costs of collections.

Section 3. This Article shall be in full force and effect from March 1, 2010 to and including February 28, 2013, and shall continue in full force and effect for that period of time and shall not be subject to or controlled by the provisions of Article 34 of this Agreement.

Section 4. Temporary, seasonal and/or part-time employees who work one-thousand (1,000) hours in a calendar year performing bargaining unit work will be eligible for the Central States Pension contribution from that point forward. Said employees will receive the weekly benefit for each week worked in subsequent years regardless of the total hours worked in those years.

## **ARTICLE 29 DRIVE AUTHORIZATION AND DEDUCTION**

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

AGREEMENT  
ADVANTAGE TRUCKING LLC

ADRIAN FACILITY

AND

TEAMSTERS LOCAL 1038

Affiliated with the  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Effective thru 12/29/2014 thru 12/28/2017  
(Midnight)

**RECEIVED**

JAN 20 2015

**CONTRACT  
DEPARTMENT**

This AGREEMENT; made and entered into this 29th day of December, 2014, by and between ADVANTAGE TRUCKING LLC, located at 3670 Carpenter Road, Ypsilanti, Michigan 48197, for its facility in Adrian, Michigan, party of the first part, and hereinafter termed the EMPLOYER and TEAMSTERS LOCAL 1038, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, located at 3700 Ann Arbor Road, Jackson, MI 49202, party of the second part, hereinafter termed the UNION.

WHEREAS

both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties.

WITNESSETH

ARTICLE I

RECOGNITION, UNION SHOP AND DUES

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 and listed in the attached Schedule "A".

Owner-Operator/Driver hereby recognizes the Union as the sole and exclusive collective bargaining representative with respect to rate of pay, hours worked, and all other conditions of employment for all current and future employees performing work as a Teamster covered under the Collective Bargaining Agreement set forth in Schedule "A".

The terms of this Agreement shall apply to all employees in the classifications of work set forth herein at the Onsted facility, and shall cover all accretions to or relocations of bargaining unit operations, including newly established or acquired warehousing, transportation or processing operations of the Employer. Other newly established or acquired operations of the Employer shall be covered by this Agreement at such time as a majority of employees in a bargaining unit comparable to classifications set forth herein designate, as evidenced through a card check, the Union as their bargaining representative.

the employer under this Section shall be subject to the rights granted to the Union and the employees elsewhere in this Agreement.

ARTICLE 16

GENERAL

SECTION 1 The Employer agrees that it will allow the proper accredited representatives of the Union access to the plant or warehouse at any time during regular business hours, for the purpose of policing the terms and conditions of this Agreement.

SECTION 2 The Union shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance.

ARTICLE 17

HEALTH AND WELFARE AND PENSION

The employer agrees to provide Health Care Coverage for each employee covered by this Agreement who is on the regular seniority list. The employer shall maintain coverage on each employee at a standard not less than the present coverage. The employer also agrees to provide this coverage during the lay-off season, for a maximum period of six (6) weeks.

The employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund for each employee covered by this Agreement, who works and has been on the payroll thirty (30) days or more. All payments into the Welfare Fund must be made within 15 days from the end of each calendar month to Bank One Michigan Dearborn, Dept 77158, Michigan Conference of Teamsters Welfare Fund, P.O. BOX 77000 Detroit, Michigan 48277-0158.

03/30/2014	294	\$325.00
01/25/2015	820	\$320.80
03/29/2015	820	\$335.25
04/03/2016	820	\$343.30
04/02/2017	820	\$365.95

The Company shall make contributions to the Central States Pension Fund Benefit Class 15A at the initial daily rate of thirteen dollars (\$13.00) for all employees including part time.

01/01/2015	12/15/2015	12/15/2016
\$13.00 per day	\$14.00 per day	\$15.10 per day

Contributions shall be paid for any period an employee is entitled to

receive compensation including show up pay, overtime pay, holiday pay, vacation pay or backpay.

Notwithstanding any other provisions of this Agreement a new employee will be eligible for benefits, as outlined above, beginning 30 calendar days from the date of hire.

Contributions for Health & Welfare and to the 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 and weeks where work is performed for the Employer, but not under provisions of this Contract, and although contributions may be made for those weeks into some other Health and Welfare Fund and/or 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 Article.

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 Health and Welfare 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 twelve (12) months.

#### Company Contributions 401(k) Plan

In addition, all employees covered by this Agreement will be able to make contributions via payroll deductions to the 401(k) plan currently in place on a self-contribution basis.

In those instances where the Employer is involved in an "owner-operators" arrangement, there shall be no deduction from equipment rental of owner-operators by virtue of the contributions made for Health and Welfare and Pension Funds, regardless of whether the manner of computation is at the minimum rate or more and regardless of the manner of computation of owner-drivers 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 his contribution for Health and Welfare and/or Pension 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 in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.



ARTICLES OF AGREEMENT  
BETWEEN  
AG-LAND FS, INC.  
AND  
TEAMSTERS LOCAL UNION NO. 627  
EFFECTIVE  
JANUARY 17, 2014 – JANUARY 16, 2017

**RECEIVED**

**MAR 11 2014**

**CONTRACT  
DEPARTMENT**

This Agreement made and entered into on the date hereinafter set forth by and between AG-Land FS, INC., hereinafter referred to as the "Company," and Local Union No. 627, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union."

## **ARTICLE 1**

### **RECOGNITION AND UNION SECURITY**

**Section 1:** The Company recognizes and acknowledges that the Union is the duly authorized collective bargaining representative for all its employees within the unit described in the National Labor Relations Board Certification of Representation dated January 24, 1979, Case Number 33-RC-2391 and November 27, 1979, Case Number 33-RC-2503.

All work previously performed by Tazewell Service Company employees prior to the consolidation of Tazewell Service Co. and Local FS, Inc. (Dec. 1, 1991) shall continue to be performed by former Tazewell Service Co. employees whom are now employees of Ag-Land Fs, Inc.

**Section 2: Union Security** – 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 thirty-first (31<sup>st</sup>) day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Company in said unit of persons who are already members in good standing of the Union shall be continued 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 Company prior to the date of the 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 (31<sup>st</sup>) day following the execution date of the Agreement.

An employee who has failed to acquire, or thereafter maintain, membership in the Union as herein provided, shall be terminated three (3) working days after his Company has received written notice from an authorized representative of the Local Union, certifying that membership has been, and is continuing to be, offered to such employee on the same basis as all other members, and, further, that the employee has had notice and opportunity to make all dues or initiation fee payments.

**Section 3: Check-Off of Dues and Initiation Fees** – It is understood and agreed between the Company and the Union that the Company will deduct any back unpaid Union dues and initiation fees owed the Union, as well as current monthly Union dues and initiation fees, from the paychecks of all employees who have signed proper legal authorizations for such deductions and who are covered by this Agreement, on the pay day of the month preceding the current month for which current Union dues and initiation

**Section 2:** If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to pay its share of the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Company shall continue to pay its share of 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 employee shall pay the Company 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, in full.

**Section 3:** In the event of a layoff, the Company shall pay its share of the required premium for the month in which layoff occurs, plus one (1) additional month.

## **ARTICLE 25** **PENSION FUND**

**Section 1:** Effective January 17, 2014, the Company shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, the sum of One hundred twenty-five dollars and 60 cents (\$125.60) per week for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more. Effective January 17, 2015 the Company shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, the sum of One hundred thirty-three dollars and ten cents (\$133.10) per week for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more. Effective January 17, 2016, the Company shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, the sum of One hundred thirty-eight dollars and forty cents (\$138.40) per week for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more.

**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 the Southeast and Southwest Areas contracts to which Employers who are parties to this contract are also parties.

**Section 3:** If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on-the-job, the Company 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 Company 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 4:** 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

Company 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.

Section 5: Action for delinquent contributions may be instituted by either the Local Union, the Area Conference or the Trustees. Employers who are delinquent must pay all attorney's fees and costs of collections.

Section 6: Once the amounts agreed to in Article 25, Section 1 have been paid by the Company, said contributions shall be the sole extent of the Company's liability to the Pension Fund or any of its participants for any reason whatsoever.

## **ARTICLE 26**

### **GENERAL CONDITIONS**

Section 1: Employees shall not be required to work on Sunday unless absolutely necessary. In such event, employees so working on Sunday shall be entitled to compensation at double the regular rate of pay for the time so worked. Sunday is defined as 12:00 midnight Saturday night to 12:00 midnight Sunday night. Holidays are to be defined on the same basis which Sunday is defined. If all employees refuse Sundays and Holidays, the Company has the right to force seniority from the bottom up.

Section 2: Employees who are required to appear in court as the result of a suit brought against them or the Company, arising out of an accident which occurred while on duty for the Company, shall be paid his regular rate of pay for all time spent in court. The Company shall furnish transportation to and from court for the employee.

Section 3: Regular employees who have been employed for six (6) months or more and who are called for jury duty shall be paid in full compensation not to exceed forty (40) hours pay per week at their regular rate less any jury warrants which he receives, provided such employee returns to his work assignment during regular work hours when his services are not required in court.

Section 4: It shall be a condition of employment that each individual employed by the employer execute and abide by the Member Cooperative Employee Confidentiality and Intellectual Property Agreement appended hereto as Attachment A. Any discipline or discharge by Ag-Land for an alleged violation of the Member Cooperative Agreement shall be subject to the Grievance and Arbitration clause.

Section 5: All Collective Bargaining Unit Employees shall punch in and out on Company time clocks.

Section 6: The Plant Operator shall call the Spray Operator for that plant, prior to the Plant Operator doing any spraying.

**WORKING AGREEMENT**

**BETWEEN**

**AGGREGATE INDUSTRIES  
READY MIX DIVISION**

**and**

**TEAMSTERS LOCAL NO. 120**

**Affiliated with the International  
Brotherhood of Teamsters**

**May 1, 2014  
Through  
April 30, 2019**

**RECEIVED**

**SEP 09 2014**

**CONTRACT  
DEPARTMENT**

**AGGREGATE INDUSTRIES READY MIX DIVISION**

**WORKING AGREEMENT**

This Firm, Partnership or Corporation, hereinafter shall be referred to as the Employer and Teamsters Local Union 120, 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.

1. Union Recognition: The Employer recognizes the Union as the sole collective bargaining agency for all classifications of employees covered by this Agreement at its Minneapolis, Newport, Maple Grove and Rogers Ready Mix Plants.
2. Union Shop: All employees who have completed thirty (30) days of employment shall become members of the union and shall maintain their membership in good standing in the Union.
3. Check-off: The Employer agrees upon written authorization from the individual employee to deduct, the first pay day of each month, the Union dues for the current month and promptly remit same to the Financial Secretary of the Union. The Employer further agrees, upon written authorization, from the individual employee, to deduct the initiation fee of the Union after the employee has completed 30 days of employment and remit the same to the Financial Secretary of the Union in the same manner as the dues deduction. Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week or is on a leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.
4. D.R.I.V.E. Authorization and Deduction: The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. on a monthly basis in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.
5. Job Steward: The Employer recognizes the right of the Union to designate a job steward or job committee to handle such Union business as may from time to time be delegated to the Job Steward or job committee by the Union Executive Board.

32. Wage Rates: The following shall be the minimum rates of pay in the various classifications of work:

All Classifications

5-1-2014 - \$27.65 (\$.90 cents)  
 5-1-2015 - \$28.55 (\$.90 cents)  
 5-1-2016 - \$29.45 (\$.90 cents)  
 5-1-2017 - \$30.10 (\$.65 cents)  
 5-1-2018 - \$30.80 (\$.65 cents)

New hires will start at 75% of scale with 5% progression each year until reaching scale. This progression will not apply to apprentices. Apprentices will follow state guidelines.

Mechanics are expected to be qualified drivers.

All employees shall be paid in full each week.

33. Cost of Living (C.O.L.A.): Annual cost of living based on Bureau of Labor Statistics Nationally, one (\$.01) cent for every .03 points increase cost price index (1967=100). Cost price index figures March, 1993 - March, 1994 payable May 1, 1994. March, 1994 - March, 1995 payable May 1, 1995. This Cost of Living clause will be deferred for this contract.

34. Pension Plan: The Employer shall contribute to the Central States Southeast and Southwest Area Pension Fund for each employee covered by this Agreement. Daily Pension will be paid by the Employer up to five (5) days maximum weekly, Sunday through Saturday.

<u>Effective Date</u>	<u>Contribution Rate</u>
May 1, 2014	\$56.10 per day *
May 1, 2015	\$59.50 per day *
May 1, 2016	\$61.90 per day *
May 1, 2017	\$64.40 per day *
May 1, 2018	\$67.00 per day *

\* Should additional contributions be needed above the set forth amounts listed above for Pension, that additional amount shall be the Employee's responsibility each week taken as a deduction from wages.

401(k) Plan: The Employer agrees to implement Minnesota Teamsters 401(k) Plan. The Employer will match employee's contributions up to a maximum match of \$.50/hour.

35. Health and Welfare: All active employees will be under the Minnesota Teamster Highway Heavy plan. Contributions will begin on the 31<sup>st</sup> calendar day of

**WORKING AGREEMENT**

**BETWEEN**

**AGGREGATE INDUSTRIES READY MIX DIVISION  
FOREST LAKE**

**and**

**TEAMSTERS LOCAL NO. 120**

**Affiliated with the International Brotherhood of  
Teamsters**

**May 1, 2011  
Through  
April 30, 2016**

**RECEIVED**

**AUG 30 2011**

**CONTRACT  
DEPARTMENT**



**AGGREGATE INDUSTRIES READY MIX DIVISION**  
**WORKING AGREEMENT - FOREST LAKE**

This Firm, Partnership or Corporation, hereinafter shall be referred to as the Employer and Teamsters Local Union 120, 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.

1. Union Recognition: The Employer recognizes the Union as the sole collective bargaining agency for all classifications of employees covered by this Agreement at its Forest Lake Plant
2. Union Shop: All employees who have completed thirty (30) days of employment shall become members of the union and shall maintain their membership in good standing in the Union.
3. Check off: The Employer agrees upon written authorization from the individual employee to deduct, the first pay day of each month, the Union dues for the current month and promptly remit same to the Financial Secretary of the Union. The Employer further agrees, upon written authorization, from the individual employee, to deduct the initiation fee of the Union after the employee has completed 30 days of employment and remit the same to the Financial Secretary of the Union in the same manner as the dues deduction.
4. D.R.I.V.E. Authorization and Deduction: The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. on a monthly basis in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.
5. Job Steward: The Employer recognizes the right of the Union to designate a job steward or job committee to handle such Union business as may from time to time be delegated to the Job Steward or job committee by the Union Executive Board:
6. Granting time off: The Employer agrees to grant reasonable time off without discrimination to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business.
7. Individual agreement: The Employer agrees not to enter into any agreement or contract with the employees, individually or collectively, which in any way conflicts

(G) If an employee is off due to a compensable injury, vacation credit shall be given on the basis of all hours worked by the next junior employee during the period of disability up to a maximum of four (4) months.

(H) If an employee is terminated, the employee is to receive all earned vacation and accrued vacation. (Note: Earned vacation is prior to April 30th.) If an employee resigns or quits with a two (2) week notice the employee will receive all earned vacation and accrued vacation. If no notice is given the employee will receive only earned vacation.

29. Sick Leave: Employees shall be granted one (1) days of paid sick leave per contract year, payable on the first day of absence because of illness or injury off the job. Unused sick days shall not be paid if unused at the end of each contract-year. Sick days may be carried over to a maximum of 10 days.

30. Funeral Leave: In the event of a death in the family (father, mother, wife, husband, brother, sister, son, daughter, father-in-law and mother-in-law) a regular employee shall be entitled to a maximum of three (3) consecutive days off to make arrangements and attend the funeral. The compensable day or days will only be paid on days the employee would have been put to work.

31. Jury Duty: All regular employees on the seniority list called for jury duty will be reimbursed for the difference between the amount paid for such service and the straight time hourly rate for their regularly scheduled hours of work not to exceed eight (8) hours per day or forty (40) hours per week during the period of such service, and not to exceed two (2) weeks. Reimbursable wages will only be paid for jury service on hours the employee would have been put to work. Employees will be expected to report for their regular duties when temporarily excused from attendance in court.

32. Wage Rates: The following shall be the minimum rate of pay for the classifications of work:

<u>Driver Class</u>	<u>5-1-11</u>	<u>5-1-12</u>	<u>5-2-13</u>	<u>5-1-14</u>	<u>5-1-15</u>
Full Scale	\$23.75	\$23.90	\$24.15	\$24.40	\$24.40
75 Percent Scale	\$17.81	\$17.93	\$18.11	\$18.30	\$18.30

New hires will start at 75% of scale with a 4% progression each year until reaching scale.

All employees shall be paid in full each week.

33. Pension Plan: The Employer shall contribute to the Central States Southeast and Southwest Area Pension Fund for each employee covered by this Agreement. Daily Pension will be paid by the Employer up to four (5) days maximum weekly, Sunday through Saturday. Future increases mandated by Federal law will be paid for by employer.

Effective Date  
May 1 2011 - April 30 - 2016

Daily Max Rate  
\$10.00 per day

401(k) Plan: The Employer agrees to implement Minnesota Teamsters 401(k) Plan to which the Employees may elect to contribute.

34. Health and Welfare: All active employees will be under the Minnesota Teamster Highway Heavy plan at a rate of \$7.30/hour. Future increases will be covered by employer.

35. New Employee Benefit Schedule:

Pursuant to Article 21(F) of this Collective Bargaining Agreement, new employees shall be placed on the seniority list after successfully completing the probationary period, typically 45 working days unless otherwise agreed to by both the Union and the Employer. However, benefits including, but not limited to, health & welfare, pension, 401k and vacation shall begin according to the following schedules:

<u>Benefit</u>	<u>Contributions/Accruals Begin</u>
Union Dues	On 31 <sup>st</sup> calendar day and signature of dues check-off card
Health & Welfare	After 45 days actually worked at which time contributions to be made on all hours worked from first day of employment.
Pension	On 31 <sup>st</sup> calendar day at which time contributions to be made on all hours worked from first day of employment.
401(k)	After 45 days actually worked at which time contributions to be made on all hours worked from first day of employment.
Vacation	Accrual begins after 600 hours worked but accrued vacation time cannot be taken until following contract year.

This Agreement shall be in full force and effect from May 1, 2011 up to and including

AGGREGATE INDUSTRIES

ACCOUNT NO.: 0128451-0400-00120-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 at the contribution rates stated below. Contributions will begin on the 31<sup>st</sup> calendar day of employment and will be made on all compensated time here after. There will be no retro payments of pension back to the first day of employment. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

<u>Effective Date</u>	<u>Daily Rate</u>
May 1, 2011	\$10.00
May 1, 2012	\$10.80
May 1, 2013	\$11.70
May 1, 2014	\$12.60
May 1, 2015	\$13.60

AGGREGATE INDUSTRIES

LOCAL UNION NO. 120

Redacted by U.S. Treasury

Redacted by U.S. Treasury

By: [Signature]  
Title: B.M.

By: [Signature]  
Title: Business Agent

Date: 5-14-2012  
COVERS FOREST LAKE  
AGREEMENT (CBA)

Date: 5-16-12

**AIR EXPRESS INTERNATIONAL USA, INC.**

**AND**

**TEAMSTER LOCAL 745**

**COVERING DALLAS / FORT WORTH EMPLOYEES**

**FOR THE PERIOD OF April 1, 2014 THROUGH December 31, 2016**

AIR EXPRESS INTERNATIONAL USA, INC. hereinafter referred to as "the Company" or "the Employer" and the Local Union No. 745, which Local Union is an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA, hereinafter referred to as "the Local Union" or "the Union" agree to be bound by the terms of this agreement.

**ARTICLE 40 TRANSFER OF COMPANY TITLE OR INTEREST** (refer to master agreement article 1)

**ARTICLE 41 - SCOPE OF THE AGREEMENT**

The execution of this Agreement on the part of the Company shall be limited to, and inclusive only of the Driver, Warehouseman and Air Export and Import Office/Clerical personnel employed by the Company within the Dallas/Ft. Worth Metroplex area.

In addition, the following classifications of employees are specifically excluded from the coverage of this Agreement:

1. *The terms and conditions contained in this Local Rider, where greater, shall prevail. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.*
2. Confidential employees, supervisory and professional employees, within the meaning of the Labor Management Relations Act of 1947, as amended.
3. Employees already covered by an existing union contract. It is the intention of the parties hereto that the aforesaid exclusions shall be governed by the duties commonly and regularly performed by employees and shall not depend upon mere title.
4. Dispatchers exercising independent judgment with respect to the responsibility for directing the work or recommending hiring and firing.
5. Key Account Managers / Sales Support

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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 MCLAC or AEI committee by either the company or the local union. In the event of such referral, the company shall not be deemed to be delinquent while the matter is being considered, but if the MCLAC or AEI committee, by majority vote, determines that contributions are required, the company shall pay to the Fund, the amounts due together with any other charges uniformly applicable to past due contributions. The MCLAC or AEI committee may also determine whether the company's claim was bona fide. Action on delinquent contributions may be instituted by either the Local Union or the Fund. Employers who are delinquent must also pay all attorneys' fees and costs of collection.

The Fund or their designated representatives shall have the authority to audit the payroll and wage records of the company for all individuals, 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 purpose of such audit, the Fund 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 who the Fund or their designated representatives reasonably believe may be subject to the company's contribution obligation.

**ARTICLE 62 - PENSIONS (Refer to Master Agreement Article 37)**

Air Express International USA, Inc. ("Air Express") and Teamsters Local Union No. 745 ("Local 745") have engaged, and are engaging, in collective bargaining. As a result of this collective bargaining, Air Express and Local 745 have agreed as follows:

Air Express and Local 745 agree that as of January 1, 2008, Air Express shall pay pension contributions to the Central States Southeast and Southwest Areas Pension Fund (the "Fund") on behalf of each part-time or casual employee who is or becomes covered by the current April 1, 2006 collective bargaining agreement (A2006 CBA@), attached hereto as Exhibit 1, and who has been on Air Express payroll for 1,000 hours or more in any 12 month period, and for all hours worked thereafter, in the same manner and amount as required on behalf of regular employees covered by the 2006 CBA. All hours worked by casual and part-time employees before January 1, 2008 shall be included in calculating the 1,000 hours of work. The obligation imposed by this paragraph shall continue for the duration of the 2006 CBA or any applicable Participation Agreement or Trust Agreement, to the extent required by law.

Effective April 1, 2008 the following weekly pension contribution will be remitted to the Central States Pension Fund on behalf of all new hires and all existing employees of Air Express International USA covered by the collective bargaining agreement after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

April 1, 2013 – March 31, 2014 \$269.40  
April 1, 2014 – March 31, 2015 \$280.20 April 1, 2015 – March 31, 2016 \$291.40  
April 1, 2016 – March 31 2017 \$303.10

All regular full-time new hires will receive the full daily pension contribution as stated in the previous paragraph after being on the payroll for thirty (30) calendar days, regardless of probationary or seniority status.

**ARTICLE 63 - HOURS AND RATES OF PAY**

**Section 1. WAGES AND HOURS** The guaranteed workweek shall be forty (40) hours per week, five (5) consecutive days with a daily guarantee of eight (8) hours per day, time and one-half after eight (8) hours per day and/or forty (40) hours per week.

The above guarantee may be broken by the following events: an Act of God or any other circumstances beyond the control of the Company; or the employee does not report to work as scheduled; or disciplinary suspensions; or absenteeism due to personal reasons on the part of the employee that result in the employee being unavailable for work.

The parties hereto recognize, however, that because of changing conditions of employment, it may be mutually beneficial to both the Company and the employees to establish a four (4) ten (10) hour day work week, time and one-half (1 1/2) after then ten (10) hours per day and/or forty (40) hours per week. The Company may establish by proper bid four (4) days of guarantee of ten (10) hours per day and time and one-half after ten (10) hours per day each with two (2) consecutive days off. If established by the Company, a minimum of ten percent (10%) of the number of employees in any classification must be bid. Such bids may be canceled at any time by the Company without regard to Article 5 of this Agreement.

Time and one-half (1 1/2) the applicable hourly rate of pay shall be paid for all work performed on the sixth (6<sup>th</sup>) day and double time for the seventh (7<sup>th</sup>) day.

The workweek shall be Sunday through Saturday. All employees under this agreement shall be paid weekly on Fridays.

**Section 2. RATES OF PAY:** (Refer to Master Article 30)

Class "A" drivers with hazmat who volunteer for Class "A" Bid Driving positions will receive a differential of \$.50 per hour included in their base pay. See Attachment "A" Memorandum of Understanding

Class "B" Drivers who obtain Class "A" with Hazmat get a total of a \$500 one-time bonus.

	10/1/12	
EMPLOYEES WITH TWENTY (20+) YEARS OF SERVICE		
- DRIVER/WAREHOUSEMEN	24.99	
- OFFICE CLERICAL	24.69	
	10/1/12	
EMPLOYEES HIRED BEFORE DECEMBER 31, 1998:		
- DRIVER/WAREHOUSEMEN	24.19	
- OFFICE CLERICAL	23.89	
EMPLOYEES HIRED AFTER JANUARY 1, 1999		
DRIVER/WAREHOUSEMEN	24.96	
OFFICE CLERICAL	20.96	
CASUAL RATE:		
- DRIVER/WAREHOUSEMEN	16.00	
- OFFICE CLERICAL		16.00

LABOR AGREEMENT  
BETWEEN  
AIR LIQUIDE INDUSTRIAL U.S., L.P.  
AND  
TEAMSTERS LOCAL UNION NO. 20  
FOR  
**HOLLAND CO2 DRIVERS**  
*January 1, 2013 to December 31<sup>st</sup> 2015*

**RECEIVED**

JUN 27 2013

**CONTRACT  
DEPARTMENT**



## AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between AIR LIQUIDE, INDUSTRIAL U.S., L.P. for its Carbon Dioxide depot at Holland, Ohio, party of the first part, hereinafter termed the "Company" and TEAMSTERS UNION LOCAL 20, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, party of the second part, hereinafter called the "Union."

WHEREAS, Both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties.

WITNESSETH:

### ARTICLE 1

#### RECOGNITION, UNION SHOP, DUES AND PROBATIONARY EMPLOYEES

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

Section 2. All present employees who are members of the Local Union on the effective date of this Agreement, or on the date of the 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 45th day following the beginning of their employment, or on and after the 45th day following the effective date of this Section or the date of execution of this Agreement,

contributions into the Ohio Conference of Teamsters & Industry Health and Welfare Fund during the period of absence.

By execution of the Agreement, the Employer authorizes the Employer Associations who are parties hereto to enter into an appropriate Trust Agreement necessary for the administration of such Fund and to designate the Employer Trustee 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.

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of the period in a payment of his contribution to the Ohio Conference of Teamsters & Industry Health and Welfare created under this Agreement, in accordance with the rules and regulations of the Trustees of such Fund, after an Officer of the Union has given seventy-two (72) hours' notice to the Employer of such delinquency in Health and Welfare payments, the Union 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 all losses resulting therefrom.

Employers who are delinquent also must pay all attorney fees and cost of collections.

#### ARTICLE 29 PENSION FUND

Effective May 1, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$276.50 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective May 1, 2014, the weekly contribution shall be increased to \$287.60 per week. Effective May 1, 2015, the weekly contribution shall be increased to \$299.10 per week. All payments into the Pension Fund must be made within ten (10) days from the end of each calendar month to the American National Bank, Post Office Box 143, Chicago, Illinois - Account No. 7000.

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.

Contributions to the Pension Fund must be made for each week on each regular employee, even though such employees 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 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.

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 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 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 in the event such action is taken the Employer shall be responsible to the employees for losses resulting therefrom.

It is agreed that the Pension Fund will be separately administered each jointly by Employer and Union in compliance with all applicable laws and regulations, both State and Federal.

By the execution of this Agreement, the Employer authorizes the Employer 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.

**AGREEMENT  
BETWEEN**

**AIR LIQUIDE INDUSTRIAL U.S, L.P.**

**TEAMSTERS LOCAL UNION, NO. 20  
(HOLLAND – DRIVERS)**

**EFFECTIVE: January 1, 2013**

**EXPIRATION: December 31, 2015**

**RECEIVED**

**JUN 27 2013**

**CONTRACT  
DEPARTMENT**

## AIR LIQUIDE INDUSTRIAL U.S., L.P.

This Agreement entered into by Air Liquide Industrial U.S., L.P. hereinafter referred to as the "Company", and Teamsters Union Local #20, Toledo, Ohio affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

### WITNESSETH:

This Agreement shall cover all truck drivers employed by the Employer at its Distribution Center located at 1720 Trade Road, Holland, Ohio.

## ARTICLE 1 RECOGNITION

Section 1. The Employer recognizes the Union as the sole collective bargaining agent with respect to wages, hours and working conditions for all truck drivers, employed by the Employer at 1720 Trade Road, Holland, Ohio.

Section 2. This Agreement represents the full agreement between the parties, and results from considerable bargaining where each side has the right to and did make demands on the other. It is agreed that unless some part of this Agreement provides for future or additional bargaining, that all bargaining obligations concerning matters which are subject to bargaining are hereby waived and released for the term of this Agreement.

It is agreed this Agreement spells out the relationship of the parties and that neither party can be required to do or cease doing anything not specifically covered by this Agreement.

Section 3. The Company agrees that it will not interfere with, restrain, coerce or discriminate against any of its employees in connection with their membership in the Union.

## ARTICLE 2 UNION SECURITY

It is understood and agreed by and between the parties hereto that as a condition of continued employment, all personnel who are hereafter employed by the Employer in the unit which is the subject to this Agreement shall become members of the Union not later than the sixtieth (60th) calendar day following the beginning of their employment or the effective 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 sixtieth (60th) day following the effective date of this Agreement. The failure of any person to become a member of the Union at such required time shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to other members, to forthwith discharge such person.

date during which contributions are required. Benefits coverage commences after the eighth (8th) week.

The parties agree that during the life of this Agreement, in the event that Central States rates are reduced by the Fund Trustees, based on the bulletin notice provided by the Trustees, the employees' weekly co-payments shall be reduced by the same amounts. Furthermore, the parties agreed that in the event the Central States Trustees' rescind the policy in reference to the "Termination of Retiree Health Coverage Upon Voluntary Withdrawal" as per Special Bulletin — 02-03 dated November 2002, the Union may elect to change Health and Welfare Plans provided the employer contributions do not exceed the above referenced amounts.

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 twelve (12) 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 Health and Welfare Fund during this period of absence.

#### **ARTICLE 21 PENSION**

Effective January 1, 2013 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the amount of \$259.00 per week. Effective January 1, 2014 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the amount of \$269.40 per week. Effective January 1, 2015 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the amount of \$280.20 per week. Contributions will be for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

The fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other pension fund under this contract or 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.

By the execution of this Agreement, the Employer authorizes the Employer's 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.

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 this 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 temporarily or in cases of emergency under the terms of this contract, shall not be covered by the provisions of this paragraph.

The Union and each employee, who is covered by this collective bargaining agreement, agree that:

- (a) Employer shall not be required to contribute or maintain any other pension or retirement plan for the benefit of any employer hereunder;
- (b) That the participation or membership of each employee in any other Corporation Retirement Plan shall cease as of October 1, 1967;
- (c) That as of such date all retirement credits accrued by such employees shall be canceled and the contributions, if any, of such employees shall be refunded;
- (d) That the approval of this Agreement by the employees covered by the collective bargaining agreement shall constitute a waiver of rights of such employees under the LIQUIDE AIR CORPORATION RETIREMENT PLAN, as amended;
- (e) No payment by the Company shall be made under the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND until the Union furnishes fully executed waivers, in the form attached signed by each employee with respect to whom the Company will be obligated to make contributions pursuant to this Agreement.

## **ARTICLE 22 BEREAVEMENT PAY**

The Company will pay an employee up to three (3) days' pay for loss of normal time during his regularly scheduled workdays on account of death occurring in his immediate family, for the purpose of attending the funeral. Immediate family will be defined as father, mother, sister, brother, wife or child, mother-in-law, father-in-law, stepparents or stepchildren. One day for loss of normal

**DRIVER AGREEMENT**

**BETWEEN**

**AIR PRODUCTS & CHEMICALS, INC.**

**AND**

**TRUCK DRIVERS, CHAUFFEURS AND HELPERS,  
PUBLIC EMPLOYEES, CONSTRUCTION DIVISION,  
AIRLINES-GREATER CINCINNATI/NORTHERN KENTUCKY AIRPORT  
AND MISCELLANEOUS JURISDICTION, GREATER CINCINNATI, OHIO  
LOCAL UNION NO. 100**

**COVERING**

**MIDDLETOWN, OHIO**

**6 April 2015 THROUGH 7 APRIL, 2019**

**RECEIVED**

**AUG 12 2015**

**CONTRACT  
DEPARTMENT**



**RECEIVED**

**AUG 12 2015**

**CONTRACT  
DEPARTMENT**

**DRIVER AGREEMENT**

This AGREEMENT is entered into by and between **Truck Drivers, Chauffeurs and Helpers, Public Employees, Construction Division, Airlines-Greater Cincinnati/Northern Kentucky Airport and Miscellaneous Jurisdiction, Greater Cincinnati, Ohio, Local Union No. 100**, hereinafter known as the "Union", and **Air Products and Chemicals, Inc.**, hereinafter known as the "Employer", this 6th day of April 2015.

**ARTICLE I - UNION SHOP AND DUES**

1. The Employer recognizes and acknowledges that the Union, in behalf of its members, is the exclusive representative of all employees in the classification of truck driver employed at the Employer's plant at 2500 Yankee Road, Middletown, Ohio, for the purpose of collective bargaining as provided by the National Labor Relations Act, as amended. It is expressly understood that this act of recognition is not intended to imply nor is any third person to infer any rights or obligations which would attach to either of the parties hereto arising from such act with respect to job jurisdiction and work assignment or in any other respect except as specifically provided in this Article.

2. All present drivers who are not members of this Local Union and all drivers who are hired hereafter shall become and remain members in good standing of this Local Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this Agreement, whichever is the latter. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, as amended, but not retroactively.

3. A new employee shall work under the provisions of this Agreement, but shall be employed only on a one hundred twenty (120) day trial basis. During the one hundred twenty (120) day trial period, such new employee may be discharged at the sole discretion of the Employer without recourse to the grievance procedure, provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union membership. If retained in the employ of the Employer, his seniority shall date back to his most recent date of hire. In case of discipline or discharge within the one hundred twenty (120) day period, the Employer shall notify the Local Union in writing of such discipline, but such discipline or discharge shall not be subject to the grievance procedure.

receive retirement benefits and who are fifty-five (55) years of age and have completed five (5) years of Air Products service, may along with their spouse and eligible dependents, continue participating in the Group Medical Plan (excluding Dental), until reaching age sixty-five (65). This continued coverage is provided on the same basis as is available to active employees. If the retiree is eligible for coverage under another group health plan as an employee, then the Air Products coverage will be provided on a secondary basis.

Effective 19 March 2007, any employee who is hired on or after this date will not be eligible for the retiree medical benefit noted above. Any current employee who has not yet reached forty (40) years of age by 19 March 2007 will also be excluded from the retiree medical benefit.

It is fully understood that the bargaining unit employees will participate in any changes in the Comprehensive Medical Plan during the term of the Agreement should changes in benefits, co-payments, and deductible levels also be changed for other salaried participants in the Plan.

3. Effective 1 May 1995, the Company will provide life insurance benefits for those hourly employees regardless of age, who are deemed totally and permanently disabled by the life insurance company. The amount of life insurance coverage will be determined by contractual provisions in effect at the time of disability. This coverage will remain in effect until death or age sixty-five (65) whichever comes sooner.

Employees already disabled who are currently receiving disability pensions, will be "grandfathered" and receive their current life insurance coverage until their death.

4. The Flexible Spending Accounts for Dependent Care and Health Care will be made available effective 1 May 1995.

5. Pensions - Effective as set forth below, the Employer agrees to forward to the Central States, Southeast and Southwest areas, Pension Fund the amount of money per employee per week as set forth below. New employees will be covered starting the first day of the week following the completion of their probationary period.

Effective 1 May 2015	\$121.00/week
Effective 1 May 2016	\$125.80/week
Effective 1 May 2017	\$130.80/week
Effective 1 May 2018	\$136.00/week

After the thirtieth (30<sup>th</sup>) calendar day of employment the company shall contribute to the pension fund as described above.

6. The parties agree to the introduction of a new 401(k) Plan, the specifics of which were addressed at contract negotiations, effective 1 July 2004.

**ARTICLE X - SCALE OF WAGES**

1. Employees covered by this Agreement will be compensated as follows:

Effective 6 April 2015	.5300 cents per mile
Effective 4 April 2016	.5425 cents per mile
Effective 3 April 2017	.5525 cents per mile
Effective 2 April 2018	.5625 cents per mile

2. Mileage, to which the forgoing rates of pay apply, shall be computed from the point of departure to the destination point, unless the driver is otherwise specifically assigned. In case of a dispute, official mileage shall be determined to be that which has been established by the use of Google maps for the route in question.

3. All drivers are to be paid mileage rate for all miles driven, plus the below-mentioned hourly rate for all time spent in loading, unloading, breakdown of equipment or impassable highways. The rates for the above are as follows:

Effective 6 April 2015	\$23.45
Effective 4 April 2016	\$23.95
Effective 3 April 2017	\$24.45
Effective 2 April 2018	\$24.95

The set hour guarantee, holiday pay, vacation pay, will be based on the above hourly rates. If drivers are operating on what is considered a local basis and actually exceed forty (40) hours of work in a week working on a local basis, they shall be paid time and one-half for all hours worked in excess of forty (40) hours provided those hours are also worked on a local basis. Hours worked while on an over-the-road basis and hours worked while on a local basis shall be mutually exclusive of each other and time worked at any activity even though paid on an hourly basis which is in connection with an over-the-road operation will not figure to any extent in the development of an overtime situation.

4. All employees will be paid by direct deposit.

**AGREEMENT**

**BETWEEN**

**AIR PRODUCTS AND CHEMICALS, INC.**

**14700 INTRACOASTAL DRIVE**

**NEW ORLEANS, LOUISIANA**

**AND**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**UNION NO. 270**

**3 February 2014 – 29 January 2017**

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**APR 22 2014**

**CONTRACTS  
DEPARTMENT**

*CONTRACTS 4/24*

## ARTICLES OF AGREEMENT

**THIS AGREEMENT** made by and between **AIR PRODUCTS AND CHEMICALS, INC.**, 14700 Intracoastal Drive, New Orleans, Louisiana 70129, (hereinafter referred to as the "Company" or the "Employer"), and the **GENERAL TRUCK DRIVERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS NO. 270**, affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS** (hereinafter referred to as the "Union").

### **ARTICLE I**

#### **UNION RECOGNITION AND SECURITY**

Section 1. The Company recognizes the Union as the sole collective bargaining agent for its employees for whom wage rates are specified in Article XIX of this Agreement with respect to wages, hours and other terms and conditions of employment.

Section 2. The employee shall be protected by the Right-to-Work Law of the State of Louisiana and the Federal laws with respect to joining the Union. However, in the event the Right-to-Work Law is rescinded and the following becomes permissible, the Company agrees that after the expiration of the probationary period of one hundred twenty (120) days, all employees in the bargaining unit covered by this Agreement who do not elect to become members of the Union, their exclusive bargaining agent, shall as a condition of employment pay to the Union, by way of a proper authorization for payroll deduction to the Company, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which payment shall be limited to an amount equal to the Union's regular and established initiation fee and its regular and established monthly dues. Employees who fail to comply with the foregoing provision will, upon written notice by the Union to the Company, be placed on five (5) calendar days notice, and at the end of such notice period, having failed to comply with the provisions, will be removed from the active service of the Company. Having been so removed, the employee will have no reemployment or seniority rights with the Company or any other right or benefit of any sort whatsoever.

Section 3. New employees shall be on a probationary basis for the first one hundred twenty (120) days of employment, during which time they may be released without recourse to the grievance procedure. After one hundred twenty (120) days the employee will be placed on a regular payroll list and his seniority date will be considered to be his date of hire. Paid vacation time will be based on the published seniority date.

Section 3. All eligible employees will be covered by the Improved Dental Program.

Terms and conditions of these plans are more fully described in booklets or certificates which are issued by the insurance companies.

The Company will make its Group Universal Life offering to all bargaining unit employees by 1 April 2001.

The Company will make its Optional Accident Insurance offering to all bargaining unit employees by 1 May 2005.

The Company will make its 401(k) Plan offering to all bargaining unit employees by 1 May 2005.

### ARTICLE XVIII

#### PENSION PLAN

The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREA PENSION FUND for each employee covered by this Agreement who is on the regular payroll after serving ninety (90) days probationary period.

The Fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other pension fund under this Agreement for operation under the Southeast and Central States Agreements to which Employers who are party to this Agreement are also parties.

Effective 1 February 2014, the contribution will increase to the sum of One Hundred-seventeen dollars and ninety cents (\$117.90) per week. Effective 1 February 2015, the contribution will increase to the sum of One Hundred-twenty five dollars (\$125.00) per week. Effective 1 February 2016, the contribution will increase to the sum of One Hundred-thirty dollars (\$130.00) per week.

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 hereof 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.

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 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.

Action for delinquent Pension contributions may be instituted by the Local Union, the Area Conference or the Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collections.

## ARTICLE XIX

### WAGES

Section 1. All employees covered by the Agreement shall be paid weekly. There will be a thirteen (13) day hold-back of wages for computation purposes. All employees will be enrolled in direct deposit.

Mileage shall be computed from the point of departure to the destination point to the point of departure, unless the driver is otherwise specifically assigned.

#### Section 2. Single Drivers.

<u>Effective Date;</u>	<u>Single Mileage Rate</u>	<u>Hourly Rate</u>
3 February 2014	.4925	\$21.95
2 February 2015	.5075	\$22.50
1 February 2016	.5225	\$23.05

**DRIVER AGREEMENT**  
**BETWEEN**  
**AIR PRODUCTS AND CHEMICALS, INC.**  
**AND**

**TEAMSTERS LOCAL UNION NO. 407**  
**AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS**  
**COVERING**  
**THE CLEVELAND DISTRIBUTION OPERATION**  
**2820 QUIGLEY ROAD**  
**CLEVELAND, OHIO 44113**

**26 October 2012**  
**through**  
**31 October 2016**

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**JAN 08 2013**

**CONTRACT  
DEPARTMENT**



This Agreement, entered into by and between **Air Products and Chemicals, Inc.** hereinafter referred to as the "Employer", located at 2820 Quigley Road, Cleveland, Ohio 44113 and **Teamsters Local Union No. 407** affiliated with International Brotherhood of Teamsters, hereinafter referred to as the "Union", this Twenty Six (26th) day of October 2012.

### **ARTICLE I - RECOGNITION**

1. The Company hereby recognizes the Union as the representative of the employees in the bargaining unit defined in Section 3 below, for the purpose of collective bargaining in respect to rates of pay, hours of employment, and other conditions of employment.
2. It is expressly understood that this act of recognition is not intended to imply nor is any arbitrator or third party to infer any rights or obligations which would attach to either of the parties hereto arising from such jurisdiction and work assignment or in any way or any other respect except as specifically provided in this Article.
3. The bargaining unit consists of drivers employed at the Cleveland Facility (2820 Quigley Road, Cleveland, Ohio 44113), but excluding therefrom all office, clerical, guards, supervisors, quality control technicians, operators, mechanics, maintenance and laboratory employees and all other employees.
4. This Agreement is the complete understanding between both parties. Any subject matter not specifically mentioned herein is specifically waived and the Company shall not be bound to anything not expressed herein.

### **ARTICLE II - UNION SHOP AND CHECKOFF**

1. All present drivers who are not members of this Local Union and all drivers who are hired hereafter shall become and remain members in good standing of this Local Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this Agreement, whichever is the later. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, as amended, but not retroactively.
2. When the Employer needs additional help they shall give the Union an equal opportunity with other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union. The names and addresses of all employees shall be given to the Union within seven (7) days after their hiring.

## **ARTICLE XIV - INSURANCE AND PENSION**

1. **Insurance** - Effective 1 January 1988 all drivers will be in the Air Products benefit plan. It is fully understood that the bargaining unit employees will participate in any changes in the Master Salary Plan during the term of the Agreement should changes in benefits, co-payments and deductible levels be also changed for other salaried participants in the Plan. A summary of the Air Products benefit plan is as follows:

*Medical Coverage -	Master Salary Plan I
Dental Coverage -	Salaried Dental Plan
	<u>1DEC07</u>
Life Insurance -	\$33,000
AD&D	\$33,000

\*Medical coverage for Retirees and eligible dependents will continue until age 65.

Effective 1 December 2005, any employee who is hired on or after this date will not be eligible for the retiree medical benefit noted above. Any current employee who has not yet reached forty (40) years of age by 31 December 2005 will also be excluded for the retiree medical benefits.

### **A&S**

Effective 12/1/2007:

\$290/week for less than five (5) years of service;

\$390/week for more than five (5) years of service, but less than ten (10) years of service;

\$490/week for more than ten (10) years of service.

Accident and Sickness benefits will be for a maximum of twenty-six (26) weeks. Benefits will be paid for absences commencing with the first (1st) day of hospitalization, fourth (4th) day following an accident, and the fourth (4th) day following an absence due to sickness.

The conditions of the plan are more fully described in booklets or certificates that are issued through the Company by the insurance carriers.

Effective January 1, 1994 or as soon as practical thereafter, the Company will make available the Flexible Spending Accounts for Dependent Care and Health Care.

Effective 1 December 1993, the Company will provide life insurance benefits for those hourly employees, regardless of age, who qualify as disabled. The amount of life insurance coverage will be determined by contractual provisions in effect at the time of disability. This coverage will remain in effect until death or age sixty-five (65) whichever comes sooner.

Employees who remain disabled and have already qualified for life insurance continuation, will be "grandfathered" and receive their current life insurance coverage until their death.

2. Pensions - The Company agrees to pay to the Central States Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who is on the regular seniority list, a contribution of:

\$101.40/week	Effective 1 December 2012
\$107.50/week	Effective 1 December 2013
\$114.00/week	Effective 1 December 2014
\$120.80/week	Effective 1 December 2015

If an employee is injured on the job, the Company 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.

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.

3. Group Universal Life (GUL) coverage will be made available by 1 January 2003.
4. The parties agree to the introduction of a new 401(k) Plan, the specifics of which were addressed at contract negotiations and will be explained prior to the 1 March 2003 implementation date.
5. Effective 1 February 2006, employees will have an opportunity to enroll in the Optional Accident insurance plan described in material distributed during negotiations.
6. Effective as soon as practical, the new dental option described in material handed out at the bargaining table will be implemented along with its accompanying contribution levels.

#### **ARTICLE XV - SLEEPER CAB OPERATION**

1. Mileage Rates - The below listed mileage rates are to be paid for all two-man operations:

Effective 12 November 2012 -	.5205 per mile
Effective 4 November 2013 -	.5305 per mile
Effective 3 November 2014 -	.5405 per mile
Effective 2 November 2015 -	.5505 per mile

2. Pick-Up and Delivery - For each pick up and for each delivery, the team will be paid for the actual time and will split the hourly rate. Each individual driver will be paid the regular straight time hourly rate for the first half hour at the start (pre-trip) and a half hour at the completion (post-trip) of each trip originating and ending at the Cleveland terminal. All other on duty, non-driving time shall be paid at the straight time

AIR PRODUCTS & CHEMICALS INC.  
ACCOUNT NO.: 0133200-0108-00407-A

**LETTER OF UNDERSTANDING AND AGREEMENT**

Effective October 26, 2012, contributions will be remitted to the Central States Pension Fund on behalf of each employee covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for ninety (90) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

AIR PRODUCTS & CHEMICALS INC.

LOCAL UNION NO. 407

By: Redacted by U.S. Treasury

By: Redacted by U.S. Treasury

Title: HR Manager

Title: Business Agent

Date: 5-6-2013

Date: 5-9-13

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DEPARTMENT

9377 West Higgins Road  
Rosemont, Illinois 60018-4938  
Phone: (847) 518 - 9800

[www.centralstates.org](http://www.centralstates.org)

**AGREEMENT**

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of April, 2012, by and between Air and Sea Pak Company, located at 6170 Middlebelt Road, Romulus, Michigan 48174, hereinafter termed the "Employer", and Local Union No. 243, affiliated with the International Brotherhood of Teamsters located at 39420 Schoolcraft Plymouth Township, Michigan, 48170, hereinafter called the "Union".

WHEREAS: both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties;

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

**ARTICLE I**

**RECOGNITION, UNION SHOP AND DUES**

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; and all new operations, within the boundaries of Wayne, Macomb, Oakland, Washtenaw, and Livingston Counties, which are lawful accretions to the Employer's existing bargaining unit operation and all relocations, within the boundaries of Wayne, Macomb, Oakland, Washtenaw, and Livingston Counties of the Employer's existing bargaining unit operation.

Employees in existing bargaining unit operations of the Employer in the order of their seniority, shall have preferential transfer rights, to openings in new operations within the boundaries of Wayne, Macomb, Oakland, Washtenaw, and Livingston Counties, without loss of pay or seniority.

Section 2. The Employer agrees that as a condition of employment, all present and future regular employees covered by this Agreement shall become and remain members in good standing in Local Union No. 243, affiliated with the International Brotherhood of Teamsters, no later than either the 31st day following the beginning of their employment or the 31st day following the effective date of this clause, whichever is the later.

Section 3. The Employer agrees to deduct from the pay of each employee, all dues, initiation fees and/or assessments of Local 243 and pay such amount deducted to said Local 243 for each and every employee, provided, however, that the Union presents to the Employer

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DEPARTMENT**

For employees who want to go deer hunting during the period of November 15<sup>th</sup> through November 30<sup>th</sup>, the employee shall notify the Employer by November 1<sup>st</sup> for vacation time. The Employer shall notify the steward and employees by November 2<sup>nd</sup> on who shall be allowed off for vacation. If November 1<sup>st</sup> and/or November 2<sup>nd</sup> falls on a weekend then the notification date will be Thursday and Friday of the week before.

During the period of November 15<sup>th</sup> through November 30<sup>th</sup>, any employee who goes hunting, on a day he calls in absent for any reason will be subject to discharge. The burden of proof will be on the Employer to verify that the employee went hunting.

Section 5. Vacation pay shall be paid and may be taken only after expiration of twelve (12) consecutive months from the employee's anniversary hire date. Vacations may be taken at any time of the year; provided, however, that only twenty percent (20%) of the employees in each classification shall be off at any one time unless otherwise mutually agreed. Where more than twenty percent (20%) of the employees in each classification request vacation at the same time seniority shall prevail.

Section 6. An employee who is on Worker's Compensation shall have the time spent on Worker's Compensation counted as days worked for purposes of earning a vacation entitlement; provided, however, the employee would have been scheduled to work based on the employees' seniority slot. Time spent on Worker's Compensation shall be counted as days worked only during the employee's anniversary year in which the injury occurs. By anniversary year, it is understood and agreed that the parties mean the time period from the anniversary date of an employees' hire by the Employer until one (1) year therefrom. An employee on Worker's Compensation shall not have his time so spent counted as days worked in any anniversary year other than the year in which the injury occurs.

## **ARTICLE VIII**

### **HEALTH AND WELFARE AND PENSION**

Section 1(a). Health and Welfare Benefits. The Employer agrees to pay into the Employer Community Blue Option 3 Plan for each employee covered by this Collective Bargaining Agreement who is on the seniority list, who enrolls in the plan, as set forth herein.

The Employer shall offer Group Health, Dental, Life (including AD&D and Dependent Life) and Disability (short term and long term) to employees who enroll in the plan subject to the terms and conditions set forth in the contracts between the Employer and the provider, except as modified by this Agreement. Employees may enroll in any one or all of the plans (i.e. seniority employees may enroll in the life and disability plans without enrolling in health and dental plans; an employee may enroll in the dental plan without enrolling in the health plan etc).

The Employer shall pay the cost of single, two person and family coverage on a cost sharing basis. Employees shall contribute a weekly amount toward the cost of said benefits, which shall be at the same rate as paid for by the non-represented employees. The Employer shall deduct from the pay of each employee participating in the benefit program(s) the employee's share of the cost of the benefits.

Employees hired on or after March 20, 2006 who enroll in any of the Employer's Health and Welfare Plans shall contribute a weekly amount toward the cost of said benefits, which shall be at the following amounts:

<u>Health &amp; Welfare</u>	<u>Dental</u>	<u>Life/AD&amp;D</u>	<u>Dependent Life</u>
Single.....\$15.00	Single.....\$2.00	\$0.70¢	\$0.25¢
2 Person....\$40.00	2 Person....\$5.00		
Family.....\$50.00	Family.....\$7.50		

The above rates are subject to the same annual rate increases as paid for by the Union and non-represented employees. The Employer shall deduct from the pay of each employee participating in the benefit program(s) the employee's share of the cost of the benefits.

If the Employer offers newly hired non-represented employees reduced or no cost for Health & Welfare benefits said cost reduction will be passed on to bargaining unit employees.

Health and Welfare benefits shall be discontinued for employees at the end of the month in which they are laid off, discharged or go on a personal leave of absence, (except short term disability, which is discontinued immediately) provided the employee pays their portion of the health and welfare benefits premiums. Upon return to work the health and welfare benefit coverage will be reinstated.

The Employer reserves the right to modify the Plans or increase the employee premium contribution if the premiums for the plans increase. The increases shall be on the same basis as non-represented employees

(b) Optical Coverage: The Employer agrees to pay the cost of single coverage at a cost of five dollars and eighty two cents (\$5.82) per month. Employees at their own expense may increase coverage to include 2 Person coverage for an additional monthly cost of six dollars and five cents (\$6.05) or Family coverage for an additional monthly cost of eight dollars ninety one cents (\$8.91) these rates shall be guaranteed for the term of this Agreement.

The following vision care coverage will be offered to enrolled full time employees and their eligible dependents (provided the employee opts for 2 Person or Family coverage) once each twelve (12) consecutive months when obtained at any SVS Vision location.

- Vision testing examination will be done by a Doctor of Optometry.
- Prescription lenses in glass or plastic:

- Single Vision
- Bifocal (D-28mm, D-35mm, Executive, Blended, Ultex, Standard Progressives)
- Trifocal (All)
- Other Special (i.e. Lenticular)
- No extra charge for oversized lenses or extra strong prescriptions
- Eyeglass frame to include all but those designated as "Name Designer". (\$50.00 is credited toward the purchase of a "Name Designer" Frame).
- Allowance of \$100.00 toward the purchase of contact lenses in lieu of eyeglasses, including professional fees--\$250.00 allowance toward the purchase of medically necessary contact lenses, not including examination.
- Lens tint equivalent to solid #1 or #2
- One-year Warranty on all frames and lenses
- 20% discount off of out of pocket expenses, with the exception of contact lenses.

Section 2. Pension Benefits. Effective May 1, 2011 the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of \$168.70 per week for each employee covered by this Collective Bargaining Agreement who is on the regular seniority list.

Effective May 1, 2012, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of \$182.20 per week for each employee covered by this Collective Bargaining Agreement who is on the regular seniority list.

Effective May 1, 2013, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of \$193.10 per week for each employee covered by this Collective Bargaining Agreement who is on the regular seniority list.

Effective May 1, 2014, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of \$204.70 per week for each employee covered by this Collective Bargaining Agreement who is on the regular seniority list.

Effective May 1, 2015, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of \$217.00 per week for each employee covered by this Collective Bargaining Agreement who is on the regular seniority list.

With respect to temporary employees, the parties agree that in the event that an individual employed on a temporary basis works one thousand (1,000) hours or more in a twelve (12) month period, they will be considered a regular employee for purposes of participation in the Central States Pension Fund and all hours worked by them thereafter (for the remainder of that year and all subsequent years), will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

Section 3. Contributions to the Health & Welfare Carrier and to the Pension Fund must be made for each week on each regular employee, even though such regular employees 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 those weeks into some other Health and Welfare Fund 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 Section.

Section 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 Health and Welfare Carrier 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 six (6) months.

Section 5. 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 Health and Welfare Carrier 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 to the Employer of such delinquency in the Health & 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 in the event such action is taken, the Employer shall be responsible to the employee for losses resulting therefrom.

Section 6. 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.

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 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 IX**

### **DEATH IN FAMILY**

In the event of a death in the family, (father, mother, wife, husband, brother, sister, son, daughter, step-parents, step-children, mother-in-law or father-in-law), a regular employee shall be guaranteed up to a maximum of three (3) days off with pay, provided the employee would have worked and attends the funeral.

In the event of a death of a grandparent (employee or spouse) a regular employee shall be guaranteed up to a maximum of one (1) day off with pay, provided the employee would have

purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of replacement for such Article or Section during the period of invalidity or restraint, provided however, that such negotiations shall only effect that Article or Section. If the parties do not agree on a mutually satisfactory replacement within sixty (60) calendar days after the beginning of the period of invalidity or restraint, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision of this Contract to the contrary.

## **ARTICLE XXVII**

### **SEVERANCE PAY**

Any regular seniority employee permanently laid off due to a Terminal closing shall be entitled to one (1) week gross pay for each full three (3) years of service with the Employer. One (1) weeks gross pay shall be defined as forty (40) hours pay.

## **ARTICLE XXVIII**

### **TERM OF AGREEMENT**

Section 1. This AGREEMENT shall be in full force and effect from April 1, 2012 through March 31, 2016 and shall continue from year to year thereafter, unless written notice of desire to cancel or to terminate the Agreement is served by either party upon the other at least sixty (60) calendar days prior to date of termination.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) calendar days prior to March 31, 2016 or March 31<sup>st</sup> of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

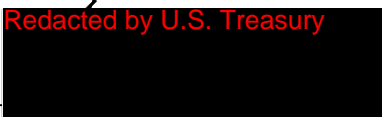
Section 3. In the inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61<sup>st</sup>) day following such notice.

Section 4. It is further agreed by the parties hereto that upon receiving proper cancellation notice or amendment notice to this Agreement the parties agree to start negotiations at least sixtieth (60) calendar days before the expiration or amendment date of the Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement and hereunto set their hands and seals this    day of April, 2012.

EMPLOYER

AIR & SEA PAK COMPANY

BY:  (Redacted by U.S. Treasury)


BY: V.P. & G.M.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

UNION

LOCAL UNION NO. 243  
AFFILIATED WITH THE  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

BY:  (Redacted by U.S. Treasury) (PRES)

BY: [Signature] (SEC/TRES)

BY: [Signature] (BUS REP)

BY: [Signature] (BUS REP)

**RECEIVED**

MAY 15 2012

**CONTRACT  
DEPARTMENT**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**ALEXANDER DISTRIBUTORS**

**AND**

**TEAMSTERS LOCAL UNION NO. 364**



**RECEIVED**

APR 12 2013

CONT.  
DEPARTMENT

Effective January 1, 2013 through December 31, 2016  
(wage opener 12-31-2013, 12-31-2014, 12-31-2015)

**ALEXANDER DISTRIBUTORS  
DAIRY ADDENDA TO THE  
CENTRAL STATES AREA MASTER DAIRY AGREEMENT  
01-01-2013 through 12-31-2016**

The ALEXANDER DISTRIBUTORS, located at Rochester, Indiana, 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, provisions and schedules in accordance with Article 19, Section 19.1, of the Central States Area Master Dairy Agreement.

**ARTICLE 1  
VACATIONS**

**Section 1.** All employees covered under this Agreement will be granted paid vacations in accordance with the following schedule:

<u>Weeks of Paid Vacation</u>	<u>Years of Service</u>
1	1
2	3
3	7
4	15
5	25

**Section 2.** Vacation pay shall be based on forty (40) times the employee's regular hourly rate times the number of weeks of vacation to be granted.

**Section 3.** Vacations may be taken by the employees any time during their anniversary year, provided that a relief man is available and the vacation period is mutually agreeable between the employee and management. Employees shall be permitted to roll over or sell back unused weeks on their anniversary date.

**Section 4.** Seniority shall rule in the choice of vacation. Seniority shall apply within the classification of work as outlined in the schedules hereto attached. Employees will be allowed to work during their vacation provided all non-scheduled drivers have been offered the work first.

**Section 5.** Pro rata vacation pay shall be paid computed to the nearest one-twelfth (1/12) of vacation pay for each full month of service beyond the anniversary date of an employee of those employees who terminate their employment. This provision will not apply to those employees discharged for cause under Article 11 of the Central States Area Master Dairy Agreement.

**Section 6.** Employees will be allowed to sell back one (1) week of vacation and continue to work at their option.

**ARTICLE 2**  
**PENSION**

**Section 1.** Effective March 4, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of One Hundred Thirteen Dollars and Twenty Cents (\$113.20) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective March 4, 2014, the Employer shall contribute to the Fund the sum of One Hundred Seventeen Dollars and Seventy Cents (\$117.70) per week for each employee. Effective March 4, 2015, Employer shall contribute to the Fund the sum of One Hundred Twenty-two Dollars and Forty Cents (\$122.40) per week for each employee. Effective March 4, 2016, Employer shall contribute to the Fund the sum of One Hundred Twenty-seven Dollars and Thirty Cents (\$127.30) per week for each employee.

**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 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.

**ARTICLE 3**  
**HEALTH AND WELFARE**

**Section 1.** The Employer agrees to pay in to the Michigan Conference of Teamsters Welfare Fund ("Fund"), pursuant to the Fund's Participation Agreement, for each employee covered by this agreement who has been on the payroll thirty (30) days or more a contribution amount as indicated below for benefit plan KEY 3 with Rx2a prescription (YNL-NNN-NNN).

Weekly contribution per employee:

<u>Effective Date</u>	<u>Employee Only</u>	<u>Employee Plus Spouse <i>or</i> Child/Children</u>	<u>Employee Plus Spouse <i>and</i> Child/Children</u>
03-31-2013	\$100.90	\$242.15	\$302.75
03-30-2014	\$112.85	\$270.60	\$338.40
03-29-2015	\$119.60	\$286.90	\$358.65
04-03-2016	MOB	MOB	MOB

The Employer's payment is due by the first (1<sup>st</sup>) of the month for which contributions are being made. If the payment is not received by the sixth (6<sup>th</sup>) of the month, the Employer will be required to pay interest on the outstanding balance retroactive to the due date at the rate set forth in the rules and regulations adopted by the Trustees of the Fund. The date a payment is received shall be the date the Employer's payment is processed and credited to the Employer's account by the bank that has been made depository for the Michigan Conference of Teamsters Welfare Fund. In the event the cost to provide the above health and welfare benefit plan should be reduced by the Michigan Conference of Teamsters Welfare Fund, the reduction will be only from the Employer's contribution portion.

MICHIGAN RIDER TO  
MASTER CEMENT AGREEMENT  
BY AND BETWEEN  
TEAMSTERS LOCAL UNION NO. 299  
AND  
GEO. F. ALGER

JULY 1, 2013 THRU JUNE 30, 2018

**RECEIVED**

FEB 11 2014

CONTRACT  
DEPARTMENT

MICHIGAN RIDER  
TO MASTER CEMENT AGREEMENT

ARTICLE 1  
Wages and Hours

Section 1. The wages to be paid the driver shall be calculated on a percentage basis which percentage shall include time spent in all operations in transporting a load including, but not limited to, fueling, hookup, loading, unloading, waiting time, impassable highways, layovers, and collecting C.O.D.'s. Employees shall be paid at the hourly rate for any combined loading and/or unloading time in excess of two (2) hours for any single trip. The percentage of the Employer's revenue to be paid the Employee shall be twenty-four (24%) percent of the carrier's revenue for any load which has a payload of up to 68,000 pounds. In respect to loads which have a payload in excess of 68,000 pounds, the percentage of the carrier's revenues to be paid the Employee shall be twenty (20%) percent. In addition, breakdown time shall be paid. In the event another bargaining unit employee reloads, that employee shall be paid Twelve and 50/100 (\$12.50) Dollars per load and such amount shall be deducted from the percentage pay of the employee transporting said load (provided that any pre-load after the first shall be voluntary, unless no other employee is available). Where cement or similar commodities are transported one (1) way in any one (1) trip the percentage rate of compensation shall apply for the hauling of such loads. Where cement or similar commodities are transported from both directions, including steel on a return trip, the percentage method of pay shall apply one (1) way plus the rate of pay in the applicable Central States Area Agreement for all time spent for the return trip.

Section 2. Hourly Rates including, amongst others, loading and/or unloading time in excess of two (2) hours for any single trip, breakdown time, holidays and sick day shall be as follows:

<u>Effective Date</u>	<u>Hourly Amounts</u>
July 1, 2013	\$15.31/ hour
July 1, 2014	\$15.31/hour
July 1, 2015	\$15.31/hour
July 1, 2016	\$15.31/hour
July 1, 2017	\$15.31/hour



If an employee misses work for any reason, there shall be deducted from the wages due that employee, one-fifth (1/5) of the health and welfare contribution paid by the Employer in behalf of that employee for that week, provided, however, that if the employee has worked five (5) out of seven (7) days in that week (computed from Monday to Sunday) then and in this event the Employer shall pay the total health and welfare contribution in behalf of that employee for such week without any deduction for any day or days missed.

Contributions shall be made to the applicable Health and Welfare Fund.

Employees who work either temporary 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 either the Local Union, the Area Conference, or the Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collection.

Section 8 - With regard to Article 31 of the Master Agreement, the Contribution to the Central States Southeast and Southwest Areas Pension Fund for the term of this agreement shall be:

July 1, 2013	\$55.10 per day
July 1, 2014	\$57.30 per day
July 1, 2015	\$59.60 per day
July 1, 2016	\$62.00 per day
July 1, 2017	\$64.50 per day

If an employee misses work for any reason when work is available, there shall be deducted from the wages due that employee, one-fifth (1/5) of the pension contribution paid by the Employer on behalf of that employee for that week, provided, however, that if that employee has worked five (5) out of seven (7) days in that week (computed from Monday to Sunday) then and in this event the Employer shall pay the total pension contribution in behalf of that employee for such week without any individual deduction for any day or days missed.

Section 9 - Daily guarantees.

Employees shall be guaranteed a minimum of six (6) hours when called in.

Section 10 - License plate fees.

Each owner-operator leasing a tractor without trailer to the employer shall be reimbursed for sixty percent (60%) of the Michigan tractor license cost based upon a one-twelfth (1/12) monthly proration for each month said tractor is operating or available for operation in the service of the employer.

EXECUTIVE BOARD

EARL WALKER  
President

DAVID BLUHM  
Vice President

DENNIS MEYER  
Secretary/Treasurer

**TEAMSTERS LOCAL UNION NO. 614**

General Drivers, Warehousemen, Helpers, Gas Station Attendants  
Steel and Special Commodities Haulers  
Truckload and Miscellaneous,

in the General Vicinity of Pontiac, Michigan, Local Union No. 614

Affiliated with the  
International Brotherhood of Teamsters

KAREN LANKFORD  
Recording Secretary

DUANE ALLEN  
Trustee

JEFF DODGE  
Trustee

TOM WEISSEND  
Trustee

September 19, 2008

Rider to the Central States Area Iron & Steel Truckload Supplement.

**Method of pay Effective Date of Ratification through March 31, 2013**

**For Owner/Operator**

Effective upon ratification Eighty Percent (80%) of the gross revenue to Equipment Owners who own Tractors and Trailers

Sixty Seven (67%) percent of the Gross Revenue to owners of Tractors only.

The company shall make the required contributions to the Health, Welfare and Pension Plans selected by the group of employees, and deduct the actual costs from the employee's wages.

**For Company and Fleet Drivers**

Thirty two (32%) percent of the Gross Revenue to the drivers,

The company shall make the required contributions to the Health, Welfare and Pensions plans selected by the group of employee's and deduct the actual costs of the Health & Welfare Plan from the employee's wages. The Pension Plan cost will be deducted from the Fleet owner's settlement.

**Additional Agreement**

1.) The Employer and the Union agree to the following adjustment to Article 52, Section 2 and Article 56 Section 24 in the Central States area truckload & steel supplement agreement,

Employer will bill its customers on all detention claims turned in by its drivers. The employer agrees to pay detention promptly @ the applicable percentage rate if and when it collects detention revenue from its customers. If the employer cannot collect detention

revenue, employer and union agree that it can not be held liable to pay its drivers for this uncollectible billing.

2.) The employer and the union agree to abide by the provisions in Article 51 Section 2 Call in time, in the Central States area truckload & steel supplemental agreement.

Redacted by U.S. Treasury

Redacted by U.S. Treasury

Alger Trucking  
PRESIDENT

David Bluhm  
Vice President  
Teamsters Local Union 614

**RECEIVED**

SEP 25 2008

**CONTRACT  
DEPARTMENT**

AGREEMENT  
BETWEEN

ALLIED AVIATION FUELING COMPANY OF ST. LOUIS, INC.

AND

AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES  
EMPLOYEES UNION, LOCAL NO. 618

**RECEIVED**

MAY 22 2014

CONTRACT  
DEPARTMENT

DATE. September 1, 2013 Through August 31, 2016

3.04

**AGREEMENT  
BETWEEN**

**ALLIED AVIATION FUELING COMPANY OF ST. LOUIS, INC.  
AND  
AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES  
EMPLOYEES UNION, LOCAL NO. 618**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of September, 2013, in accordance with the provisions of the National Labor Relations Act, as amended, by and between ALLIED AVIATION FUELING CO., OF ST. LOUIS, INC. (Hereinafter referred to as the "COMPANY"), and AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES EMPLOYEES UNION, LOCAL NO. 618, St. Louis, Missouri, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "UNION").

ARTICLE 1  
PURPOSE OF AGREEMENT

It is recognized by this Agreement to be the duty of the Company and of the employees to cooperate fully, both individually and collectively, for the advancement of industrial and economic relations between the Company and its employees, and to promote efficient and safe operations at Lambert – St. Louis International Airport, St. Louis, Missouri:

ARTICLE 2  
SCOPE OF AGREEMENT

(a) The Company hereby recognizes the Union as the sole and exclusive bargaining agent for and the only representative authorized to represent and negotiate and conclude agreements with the Company in on behalf of the employees of the Company at Lambert Field, St. Louis, Missouri, engaged in the maintenance and operation of the Company's fueling and servicing facilities, and those engaged in the servicing of aircraft at said airport. It is understood and agreed that this recognition includes all employees in the classifications listed in Article 13 hereof. Scope does not include the dispatch function as that function may now be handled by management personnel or lead personnel at the discretion of the Company.

(b) This Agreement supersedes any and all Agreements verbal and written now existing or previously executed between the Company and the Union or individual affecting the employees covered by this Agreement.

(c) It is understood that wherever in this agreement employees are referred to in the male gender, it shall be recognized as referring to both male and female employees.

ARTICLE 16  
PENSION PLAN

The Employer agrees to participate in the Central States, Southeast and Southwest Area Pension Fund in accordance with the rules and regulations of the Trustees, and to pay on the first (1<sup>st</sup>) day of each month into the Central States, Southeast and Southwest Areas Pension Fund for employees covered by this Agreement as follows:

<u>Effective</u>	<u>9/1/2013</u>	<u>9/1/2014</u>	<u>9/1/2015</u>
<b>Estimated:</b>			
Company Contribution	\$97.56	\$101.46	\$105.50
Employee Contribution	<u>\$40.04</u>	<u>\$41.64</u>	<u>\$43.30</u>
Total Weekly Contribution		\$137.60	\$143.10
	\$148.80		
Agreed	Percent	contribution	29.1%
	29.1%	29.1%	

All full time employees hired after September 01, 2013 health and welfare weekly contribution will be 30% for 9/1/2013 and 35% for 9/1/2014 and for 9/1/2015.

- (a) The employer shall deduct the applicable weekly contribution via payroll deduction from each regular employee who has been on the payroll thirty (30) days or more. The Employer agrees to remit the full pension contribution amount. The Employer can collect or deduct the co-payment from the employee as outlined in paragraphs (d) and (e) below.
- (b) On each regular employee who has worked in any week or portion thereof.
- (c) 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 pay the required Contributions for a period of four (4) weeks.
- (d) If an Employee is out due to a work related injury (Workers' Compensation), the employer and employee shall be responsible for the applicable portions of the pension cost. However, such contributions shall not be paid for a period of more than six (6) months.
- (e) 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.
- (f) With respect to part-time, extra and/or vacation relief employees, the parties agree that

in the event that an individual employed on a part-time, extra and/or vacation relief basis works 1,000 hours or more in a twelve (12) month period, he will be considered a regular full-time employee for purposes of participation in the Central States Pension Plan and all hours worked by him thereafter (for the remainder of that year and all subsequent years), will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular full-time employees.

The parties agree that pension contributions will be remitted to the Central States Pension Fund on behalf of all regular full-time employees after they have been on the payroll thirty (30) days.

The Union and the Employer agree to be bound by, and hereby assent to all of the terms of the Trust Agreement creating said Central States, Southeast and Southwest Areas Pension Fund, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and rules adopted.

#### ARTICLE 17 SEVERANCE PAY

(a) Any full time employee with one (1) year or more of service who is laid off for reasons other than those set forth in paragraphs (b), (c) and (f) shall receive allowance as provided in paragraph (e), subject to the limitations set forth herein.

(b) Severance allowance will not be paid for layoffs of less than four (4) months duration, which are due to any airline seasonal schedule reductions.

(c) Severance allowance will not be paid if the layoff is the result of an act of God; a national war emergency, revocation of the Company's airport operating permit, grounding of a substantial number of any airline's aircraft for safety reasons, dismissal for cause, resignation, retirement, or a strike or picketing causing a temporary cessation of work.

(d) At the time of layoff, the Company shall advise the employee in writing of the reasons for his release whether it is for reasons outlined in paragraphs (a), (b) or (c) above. If the employee is released for reasons set forth in (a) above, he shall be eligible for the immediate payment of the severance allowance as set forth in this Article. If the employee is released for reasons set forth in paragraph (b), and if at the expiration of four (4) months from the date of layoff he is not offered re-employment in other than temporary job in accordance with Article VII, paragraph (i), Section 4, his layoff shall be presumed to have been caused by factors covered in paragraph (a) above, and he shall become entitled at that time to severance allowance as provided in this Article. Temporary work, which does not exceed a continuous period of forty-five (45) days, shall not be considered as breaking the four (4) month period of layoff.

(e) The amount of severance allowance payable under this Article to employees eligible



**LABOR AGREEMENT**

**BETWEEN**

**BUILDING MATERIAL, LUMBER, BOX, SHAVING, ROOFING AND INSULATING CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS, AND RELATED INDUSTRY EMPLOYEES, WATCHMEN, AND SECURITY GUARDS, RECYCLED AND RECYCLABLE BUILDING MATERIALS AND GREEN BUILDING PRODUCTS, CHICAGO AND VICINITY, ILLINOIS; AS WELL AS NOTIONS, CANDIES, CIGAR, TOBACCO AND CIGARETTE SALESMEN, DRIVERS, HELPERS, AND INSIDE WORKERS AND VENDING MACHINE DRIVERS, SERVICEMEN AND INSIDE WORKERS, CHICAGO, ILLINOIS UNION LOCAL NO. 786, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS AND TEAMSTERS JOINT COUNCIL NO. 25**



**RECEIVED**

JUN 07 2012

CONTRACT  
DEPARTMENT

**AND  
ALLIED BUILDING PRODUCTS, CORP.**

**January 1, 2012 – January 31, 2015**

## **AGREEMENT**

This Agreement is made and entered into this 1<sup>st</sup> day of January, 2012 by and between ALLIED BUILDING PRODUCTS CORP. located at 16440 S. Kilbourn in Oak Forest and 2512 Clearbrook Dr. in Arlington Heights, (hereinafter referred to as the "COMPANY"), and BUILDING MATERIAL, LUMBER, BOX, SHAVING, ROOFING AND INSULATING CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS, AND RELATED INDUSTRY EMPLOYEES, WATCHMEN, AND SECURITY GUARDS, RECYCLED AND RECYCLABLE BUILDING MATERIALS AND GREEN BUILDING PRODUCTS, CHICAGO AND VICINITY, ILLINOIS; AS WELL AS NOTIONS, CANDIES, CIGAR, TOBACCO AND CIGARETTE SALESMEN, DRIVERS, HELPERS, AND INSIDE WORKERS AND VENDING MACHINE DRIVERS, SERVICEMEN AND INSIDE WORKERS, CHICAGO, ILLINOIS UNION LOCAL NO. 786, affiliated with the International Brotherhood of Teamsters and Teamsters Joint Council No. 25 on their behalf and on the behalf of all members now employed and hereinafter referred to as the "UNION".

### **ARTICLE I – RECOGNITION**

The Company hereby recognizes the union as the sole and exclusive collective bargaining agent for all hourly warehouse employees, all hourly drivers and helpers, and all hourly production employees at Arlington Heights as well as all hourly employees of Oak Forest, but excluding all office and clerical employees, all salaried foremen and supervisors, all mechanics, all watchmen, and all guards and professional employees as defined in the Labor-Management Relations Act of 1947.

### **ARTICLE II – UNION SECURITY**

It shall be a condition of employment that all employees of the Company 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. Those employees who are not members of the Union on the effective date of this Agreement shall, on or after the thirty-first (31<sup>st</sup>) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirty-first (31<sup>st</sup>) day following the beginning of such employment, become and remain members of the Union in good standing.

### **ARTICLE III – MANAGEMENT RIGHTS**

The Union recognizes that the successful and efficient operation of the business is the responsibility of Management. The functions listed in this Article are illustrations of the responsibilities, rights, power and authority retained by the Company. The Management of the Company's business and direction of its employees including, but not limited to,

to provide said insurance until the end of the month following the month the employee is laid off. For employees off work on any type of medical leave, the Company will continue to provide said insurance until the end of the month following the month in which the employee began his leave of absence. Upon return from layoff, employees must re-enroll for health insurance.

The co-pay for single coverage will be twenty-seven dollars and fifty cents (\$27.50) per week per employee and the co-pay for family coverage will be fifty dollars (\$50.00) per week per employee for the duration of the contract.

A seventy-five dollar (\$75.00) per month Spousal surcharge will be charged where applicable.

### **ARTICLE XVII – PENSION BENEFITS**

The Employer shall be obligated to contribute to the Central States, Southeast and Southwest Areas Pension Fund the sums listed below, for each seniority employee covered by this Agreement who receives any pay from the Employer with respect to work performed during such week. (For purpose of this Article only, the receipt of pay for vacation, holiday, bereavement leave, or jury duty shall be considered as the receipt of pay for work performed during the week in which such employee benefit provision is applicable to the employee).

#### Schedule of Contributions:

Effective April 29, 2012	\$89.80 per week
Effective April 29, 2013	\$95.20 per week
Effective April 29, 2014	\$100.90 per week

### **ARTICLE XVIII – WORK BY SUPERVISORS**

Non-bargaining unit employees shall normally not be permitted to perform work customarily performed by employees covered by this Agreement, except in cases of training or instruction, or as fill-in for absenteeism or sickness, or because of business demands, or in any cases of emergency.

### **ARTICLE XIX – BEREAVEMENT PAY**

If death occurs in the immediate family, the Company will grant an employee time off with pay at their regular straight time rate for time lost during the regularly scheduled work week, Monday to Friday, inclusive to attend the funeral. This time shall not exceed three (3) days. The immediate family is limited to father, step-father, mother, step-mother, sister, brother, spouse and legal children including step-children. The Company agrees to grant one (1) day off with pay, to attend the funeral of the employee's mother-in-law or father-in-law, grandmother or grandfather.

AGREEMENT BETWEEN  
ALLIED BUILDING PRODUCTS CORP.  
Toledo, Ohio

and

LOCAL UNION NO. 20,  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA



**RECEIVED**

MAR 25 2013

**CONTRACT  
DEPARTMENT**

January 29, 2013 through January 28, 2016

## AGREEMENT

This AGREEMENT is made and entered into this 29th day of January, 2013 by and between ALLIED BUILDING PRODUCTS CORP., located at 2815 Hill Road, Toledo, Ohio, (hereinafter referred to as the "Company") and Local Union No. 20, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter referred to as the "Union").

### ARTICLE I

#### RECOGNITION

The Company hereby recognizes the Union as the sole and exclusive collective bargaining agent for all production employees and truck drivers, excluding all office and clerical employees, watchmen, guards, supervisors and professional employees as defined in the Labor Management Relations Act of 1947 .

### ARTICLE II

#### UNION SECURITY

It shall be a condition of employment that all employees of the Company 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 on the effective date of this Agreement shall, on or after the thirty-first (31st) day following the effective date of the Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union.

### ARTICLE III

#### CHECK-OFF

SECTION 1. The Company, after receipt of written authorization from each individual employee, shall deduct the dues from each employee's paycheck due to him on the first pay day of each month and shall transmit them to the Secretary-Treasurer of the Union,. Any member who does not receive a paycheck on the first pay day of the month shall have his dues deducted from the first paycheck he receives in the month. Dues not already deducted for the current month must be deducted from the last paycheck of a Union member when he leaves the employ of the Company or is discharged. If no dues are deducted for the current month, a double deduction will be made the following month in order to bring the member up-to-date. The Company agrees to forward the full name and address (or application obtained from the Shop Steward) for all new employees who become eligible for membership and for whom initiation fee is deducted. The Company further agrees to notify the Union when members are discharged, granted leave' of absence; absent due to illness or injury, on vacation or leave the employ of the Company for any reason whatsoever, when submitting the dues deduction list to the Union office each month. The initiation fee plus one month's dues shall be deducted sixty-one (61) days after the date of hire for all new employees.

SECTION 2. In making the deductions and transmittals as above specified, the Company shall rely upon the most recent communication from the Union as to the rate of monthly dues and the proper amount of initiation fee.

Effective January 26, 2015, the Employer shall contribute not to exceed three hundred fifty four dollars (\$354.00) per week for each employee.

The employee shall contribute \$42.00 per week for the life of the agreement.

Section 2. The Trust Agreement of the Central States, Southeast and Southwest Areas Health and Welfare Funds is incorporated by reference into this Agreement and the Employer agrees to be bound by that Agreement.

Section 3. Contributions shall be paid for any period an employee is entitled to receive compensation, including show-up pay, overtime pay, holiday pay, layoff pay, vacation pay, or back pay. In addition, if an employee is receiving no wages due to an absence caused by an illness or off the job injury, the Employer shall continue to pay contributions for a period of eight (8) weeks. If an employee is not receiving any compensation due an absence caused by an on the job injury, the Employer shall continue to pay contributions until such time as the employee returns to work, however, such contributions shall not be paid for a period of more than fifty-two (52) weeks.

Section 4. Effective January 31, 2010, each employee shall reimburse the Employer thirty-two dollars (\$32.00) per week via payroll deduction for their Health and Welfare coverage. Effective January 30, 2011 the co-pay amount will be increased to thirty-eight dollars (\$38.00) per week. Effective January 29, 2012, the co-pay amount will be increased to forty-two dollars (\$42.00) per week. The Employee agrees to bear the responsibility for full contributions regardless of whether the Employer can collect co-pays from Employees.

Section 5. If Central States Trustees reduce the weekly Health and Welfare contributions, the reduction will be split evenly between the Company and the Union employees as a reduction in weekly co-pays.

## ARTICLE XXIV

### PENSIONS

SECTION 1. Effective January 29, 2013, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of ninety nine dollars, (\$99.00) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more, for benefits which currently exist in Schedule B .Effective January 29, 2014 the sum will be increased to one hundred and three dollars, (\$103.00) per week for each employee. Effective January 29, 2015 the sum will be increased to one hundred seven dollars, ten cents (\$107.10) per week for each employee. .

SECTION 2. By the execution of this Agreement, the Employer authorizes the Employer's 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 satisfying all actions already taken or to be taken by such Trustees within the scope of their authority.

SECTION 3. 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 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 being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

# **AGREEMENT**

between

**TRUCK DRIVERS, CHAUFFEURS AND HELPERS, PUBLIC  
EMPLOYEES, CONSTRUCTION DIVISION, AIRLINES – GREATER  
CINCINNATI / NORTHERN KENTUCKY AIRPORT AND  
MISCELLANEOUS JURISDICTION, GREATER CINCINNATI, OHIO;  
LOCAL UNION NO. 100**

**an affiliate of the  
International Brotherhood of Teamsters**

and

**ALLIED BUILDING PRODUCTS CORP.**

**02/01/15 – 01/31/18**

**RECEIVED**

**MAR 26 2015**

**CONTRACT  
DEPT. OF LABOR**

1) 003  
**Allied Building Products Corp.**  
1735 Riverside Drive  
Cincinnati, OH 45202

02/01/15 - 01/31/18

## **AGREEMENT**

THIS AGREEMENT is entered into by and between Truck Drivers, Chauffeurs and Helpers, Public Employees, Construction Division, Airlines -- Greater Cincinnati/Northern Kentucky Airport and Miscellaneous Jurisdiction, Greater Cincinnati, Ohio Local Union No. 100, an affiliate of the International Brotherhood of Teamsters, hereinafter known as the Union, and **ALLIED BUILDING PRODUCTS CORP.**, 1735 Riverside Drive, Cincinnati, OH 45202, hereinafter known as the Employer.

### **ARTICLE 1. RECOGNITION.**

The Company hereby recognizes the Union as the sole and exclusive collective bargaining agent for all production employees and truck drivers, excluding all office and clerical employees, watchmen, guards, supervisors and professional employees as defined in the Labor Management Relations Act of 1947.

### **ARTICLE 2. UNION SECURITY.**

It shall be a condition of employment that all employees of the Company 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 on the effective date of this Agreement shall, on or after the thirty-first (31<sup>st</sup>) day following the effective date of the Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired in or after its effective date shall, on or after the thirty-first (31<sup>st</sup>) day following the beginning of such employment become and remain members in good standing in the Union.

### **ARTICLE 3. CHECK-OFF.**

Section 1. The Company, after receipt of written authorization from each individual employee, shall deduct the dues from each employee's paycheck due to him on the first pay day of each month and shall transmit them to the Secretary-Treasurer of the Union. Any member who does not receive a paycheck on the first payday of the month shall have his dues deducted from the first paycheck he receives in the month. Dues not already deducted for the current month must be deducted from the last paycheck of a Union member when he leaves the employment of the Company or is discharged. If no dues are deducted for the current month, a double deduction will be made the following month in order to bring the member up to date. The Company agrees to forward the full name and address (or application obtained from the shop steward) for all new employees who become eligible for membership and for whom initiation fee is deducted. The Company further agrees to notify the Union when members are discharged, granted leave of absence, absent due to illness or injury, on vacation or leave the employment of the Company for any reason whatsoever, when submitting the dues deduction list to the Union office each month. The initiation fee plus one month's dues shall be deducted thirty-one (31) days after the date of hire for all new employees.



**ARTICLE 24. HEALTH AND WELFARE FUND.**

Effective as of the dates indicated below, the Employer shall contribute to the Michigan Conference of Teamsters Welfare Fund, a jointly administered employer-union fund, the sums listed below for each employee covered by this Agreement who has been on the payroll thirty (30) days or more:

- Effective 03/30/14 – 03/28/15 - \$330.50 per week - \$30.00 Employee Contribution
- Effective 03/29/15 – 04/02/16 - \$347.10 per week - \$30.00 Employee Contribution
- Effective 04/03/16 – 04/01/17 - \$360.25 per week - \$30.00 Employee Contribution
- Effective 04/02/17 – 03/31/18 - \$377.75 per week - \$30.00 Employee Contribution

It is understood and agreed between the parties that the Employer:

- Will contribute on behalf of a participant whose absence from the job is due to an off-the-job injury/illness for the lesser of (1) 6 weeks following the week in which the injury/illness occurred, or (2) the duration of the off-the-job injury/illness related absence;
- Will contribute on behalf of a participant whose absence from the job is due to an on-the-job injury/illness (i.e., eligible for workers' comp) for the lesser of (1) 26 weeks following the week in which the injury/illness occurred, or (2) the duration of the on-the-job injury/illness related absence;
- Will contribute for each week on behalf of a participant who worked or is compensated for any portion of the contribution week;
- Will contribute for each week on behalf of a participant whose absence from the job is due to military duty for the first 4 weeks following the week in which military duty commenced; and
- There will be one hundred percent (100%) group participation. The Fund prohibits individual employees from "opting out". Employees cannot "opt out" for any reason, including financial incentives offered by the Employer. This means all employees covered under the Participation Agreement must participate in the Plan.

**ARTICLE 25. PENSIONS.**

Effective as of the dates indicated below, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund, a jointly administered employer-union fund, the amounts listed below for each employee covered by this Agreement who has been on the payroll thirty (30) days or more:

- Effective 02/01/15 - \$52.60 per week per employee
- Effective 02/01/16 - \$54.70 per week per employee
- Effective 02/01/17 - \$56.90 per week per employee

By the execution of this Agreement, the Employer authorizes the Employer Associations which are parties to the Central States Area Local Cartage Supplemental Agreement 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, beginning with the first week after contributions for active employment ceases.

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, beginning with the first week after contributions for active employment ceases

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.

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

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, who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

#### **ARTICLE 26. TEAMSTERS NATIONAL 401(K) PLAN**

The Employer hereby agrees to participate in the Teamsters National 401 (K) Savings Plan (The Plan) on behalf of all employees represented for purposes of collective bargaining under this Agreement.

The Employer will make or cause to be made, payroll deductions from participating employees' wages, in accordance with each employee's salary deferral election subject to compliance with ERISA and relevant Tax Code provisions. The Employer will forward withheld sum to State Street Bank or its successor at such time, in such form and manner as required pursuant to the Plan and declaration of Trust ("the Trust). The Employer will execute a Participation Agreement with Local 100 and the Trustees of the Plan, evidencing employer participation in the Plan, effective prior to any employees deferral being received by the Plan.

In addition, the Employer agrees to require the payroll system to provide separate paycheck deductions so that the Plan may allow participant loans. The Employer further agrees at such times as it is administratively feasible, to require the payroll system to provide separate paycheck deductions so that the plan may allow after-tax contributions.

#### **ARTICLE 27. DURATION OF AGREEMENT**

This Agreement shall become effective on February 1, 2015 and shall remain in full force and effect until January 31, 2018, with automatic improvements in lieu of reopening as provided in the Agreement, and shall automatically renew itself from year to year thereafter unless written notice of desire to modify or terminate is given by either party to the other party sixty (60) days prior to the expiration of this Agreement or any subsequent annual period. If such notice is given, negotiations for a new Agreement shall begin promptly, but not sooner than sixty (60) days prior to the expiration of the current period and shall continue until a new Agreement is reached. During such negotiations, this Agreement shall remain in full force and effect.

COLLECTIVE BARGAINING AGREEMENT

Between

ALLIED READY-MIX COMPANY, LLC

And

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN  
AND HELPERS OF AMERICA, TRUCK DRIVERS

LOCAL UNION NO. 89

2012-2015

**RECEIVED**

APR 23 2013

**CONTRACT  
DEPARTMENT**

## **PREAMBLE**

THIS CONTRACT, by and between ALLIED READY-MIX CO., LLC, hereinafter called the "Company", and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, TRUCK DRIVERS LOCAL UNION NO. 89, acting as the collective bargaining agency for its members in the classification of employees named in Article X hereof, who are employed by the Company, hereinafter called the "Union".

WITNESSETH: That for and in consideration of the mutual advantages to be derived by the parties in whose behalf this Contract is made, the parties hereto agree as follows:

## **ARTICLE I**

### **SECTION 1 - Declaration of Intent.**

This Contract is as a declaration of the rights and privileges of the parties and of the duties and obligations which each assumes toward the other.

### **SECTION 2 - Coverage.**

The territory covered by this Agreement shall be the same as the Indiana and Kentucky territory in which jurisdiction is held by the Union. The operations covered thereby are the duties performed by the classification of employees listed in Article X of this Agreement.

## **ARTICLE II**

### **SECTION 1 - Excluded Employees.**

The classes of employees not covered by this Agreement are as follows: Superintendent, Assistant Superintendent, Foreman, Dispatcher, Clerical Employees, Watchmen and any managerial employees. Contract benefits are intended only for those classes of regular employees as specifically listed under Section 1 of Article X.

## **ARTICLE III**

### **SECTION 1 - Recognition and Check-off.**

The Company agrees to recognize Local No. 89 as the sole bargaining agent for all employees covered by this Agreement and further agrees that it shall deduct the Union dues and initiation fee payable by those employees who deliver to the Company a written assignment on a form supplied by the Company with signatures duly witnessed directing the Employer to make such specific deductions. Such written assignment shall be irrevocable for a period of one (1) year, or for the date of expiration of this Agreement, whichever occurs sooner. The dues and initiation fees so deducted will be remitted to the financial secretary, or to the authorized representative of the Union. Not less than two months dues may be deducted during a bimonthly

## **SECTION 5 – Limitations on Vacations**

No first year employee shall receive a vacation of more than one (1) week, and he shall not receive same or pay therefore until the completion of one year of work from his anniversary date.

Not more than two (2) one week vacations or the aggregate or portion thereof may be received by any person entitled thereto continuously employed more than one(1) year and less than ten (10) years.

Not more than three (3) one week vacations or the aggregate or portion thereof may be received by any person entitled thereto continuously employed ten (10) years or more.

## **SECTION 6 – Effect of Layoff**

Layoff of any employee shall not disqualify any such employee from receiving any vacation earned by such employee under the terms and conditions of this Vacation Article.

Any employee laid off for three (3) days or more may take upon his request his earned vacation only in complete weeks and not partial weeks, regardless of the limitations set out in Section 5 above.

## **SECTION 7 Vacation Pay Earned but not Taken**

Vacations pay, when earned but not taken, is not lost by reason of severance for any reason.

Employees will be able to roll one week of vacation time into the following year.

## **ARTICLE IX**

### **Health and Welfare Plan**

### **Pension Plan**

The Union having made available a Health and Welfare Plan and a Pension Plan for regular employees entitled to contributions under this Agreement, and the Company having participated in said Plans, it is further agreed:

## **SECTION 1**

That, during the term of this Agreement, the Company shall contribute the following percentages of the following amounts per week for regular employees who actively perform services for the Company, or who earn other compensation during that same week pursuant to this Agreement. The employee shall contribute the remaining percentage through payroll deduction. The premium is for Central States, Southwest and Southeast Areas Health and

Welfare Fund participation in Plan TA, to be administered by the duly selected trustees of the Fund.

<b>Dates</b>	<b>Member Only</b>	<b>Member One Child</b>	<b>Member Spouse</b>	<b>Family</b>
7/10/12-7/14/13	\$127.80	\$160.00	\$235.00	\$307.80
7/15/13-7/13/14	\$135.00	\$169.10	\$251.00	\$335.10
7/14/14-7/14/15	\$146.30	\$183.60	\$275.60	\$375.10
<b>Company Contribution</b>	70%	70%	70%	70%
<b>Employee Contribution</b>	30%	30%	30%	30%

If for any reason the above rates are reduced, the company will pay seventy (70%) of the new reduced rate and the employee shall contribute the remaining thirty (30%) percentage through payroll deduction.

The Company will also contribute for the first six weeks during which a regular employee is unable to work because of a work-related injury if the employee is receiving workers' compensation payments. The Company agrees to accumulate the said weekly payments on a four (4) 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.

Notwithstanding the above, the Company may provide regular employees the same health insurance as it generally provides non-bargaining unit employees. If it does so, the Company will pay seventy percent (70%) of the premiums; the employee will contribute the remaining thirty percent (30%). The Company may require employees to provide any medical information necessary for insurance underwriting purposes in connection with its efforts to determine if it wishes to provide such insurance.

Should the Central States cease offering Plan TA or terminate four-tier (Member only, Member-One Child, Member-Spouse, Family) premium rates, and the Company does not exercise its right to cover regular employees under the same health insurance it provides non-bargaining unit employees, the Company's duty to contribute will cease, and the parties will attempt to negotiate for a new agreement related to Health and Welfare coverage.

## **SECTION 2 - General Conditions - Termination - Trust.**

In the event the Company is delinquent with its remittance of weekly payments for the employees covered by the plan at the end of a remittance period as established by the rules and regulations of the trustees of the Fund, the employees or their representatives shall have the right

to strike or to take such other lawful action as they may deem necessary until the Company tenders the delinquent payments by mail. If the employees find it necessary to strike to enforce the payment of the aggregate of the delinquent Health and Welfare Payments, the Company shall pay the striking employees for their loss of wages by reason of said strike.

It is agreed that the Company, by participating in the plan, does not guarantee any benefits whatsoever to any employee who may claim coverage under the plan, and the Company shall not be responsible for accident, mistake or error with respect to the crediting or transmission of any of said weekly payments due or allegedly due. It is understood that the Board of Trustees of the Fund has arranged and managed the details of the Health and Welfare Plan and in the event the coverage or benefits are discontinued or restricted or curtailed, the Company shall not be held responsible or accountable for any such restriction, change or curtailment. If the Health and Welfare Plan ceases to operate for any reason, the Company shall not be required to continue to make any payments thereto; however, in this event, the Union and the Company 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 premiums.

By the execution of this agreement, the Company 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 Company hereby waives notice of all such lawful actions of said Employer trustee and agrees to be bound by the lawful actions of such Employer trustee made within the scope of his lawful authority except as otherwise limited in this Agreement.

### **SECTION 3 - Preparation of Claims - Duty of Company.**

There is no duty upon the part of the Company to prepare or assert claims for benefits which may be claimed by said covered employees or their dependents. The only duty upon the Company shall be the payment at the rate shown in the table in Section 1 hereof per week, for each employee covered by the forwarding of the aggregate of the weekly payment at such intervals as may be determined by the trustees of the Fund. The Company agrees to fill out the Employer portion of the claim blanks when presented.

### **SECTION 4 - Pension Plan Contribution.**

During the term of this Agreement, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund under the hybrid withdrawal liability plan rules, to be administered by the duly selected trustees thereof, the following daily amounts (to a maximum of five days per week) for regular employees who actively perform services for the Company, or who earn other compensation during that same week pursuant to this Agreement.

If for any reason the above daily amounts are reduced by the Plan Trustees, the Company will be entitled to pay the reduced daily amounts.

Effective 7/10/12 – 7/14/13 \$27.60 per day up to a maximum of five days in a week.

Effective 7/15/13 – 7/13/14 \$28.70 per day up to a maximum of five days in a week.

Effective 7/14/14 – 7/14/15 \$29.80 per day up to a maximum of five days in a week.

The Company agrees to accumulate the said daily payments on a four (4) 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 said list.

#### **SECTION 5 - Pension Plan.**

In the event the Company is delinquent with its remittance of daily payments for the employees covered by the plan at the end of a remittance period as established by the rules and regulations of the trustees of the Fund, the employees or their representatives shall have the right to strike or to take such other lawful action as they may deem necessary until the Company 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 Company shall pay the striking employees for their loss of wages by reason of said strike.

It is agreed that the Company, by participating in the plan, does not guarantee any benefits whatsoever to any employee who may claim coverage under the plan, and the Company shall not be responsible for accident, mistake or error with respect to the crediting or transmission of any of said weekly 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 Company 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 Company shall not be required to continue to make any payments thereto; however, in this event, the Union and the Company will negotiate for a new plan requiring the same contribution. If no new plan is adopted, the Employer shall pay the above contribution to non-probationary employees, as wages.

By the execution of this Agreement, the Company 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 Company hereby waives notice of all such lawful actions of said Employer trustee and agrees to be bound by the lawful actions of such Employer trustee made within the scope of his lawful authority except as otherwise limited in this Agreement.



**SECTION 6 - Preparation of Claims - Duty of Company.**

There is no duty upon the part of the Company to prepare or assert claims for benefits which may be claimed by said covered employees or their dependents. The only duty upon the Company shall be the payment at the rate shown in the table in Section 4 hereof per day, for each employee covered by the forwarding of the aggregate of the daily payments at such intervals as may be determined by the trustees of the Fund. The Company agrees to fill out the employer portion of the claim blanks when presented.

**SECTION 7 - Tax Aspect of Contributions.**

If the Company's contribution to either the Health and Welfare or the Pension Fund is held to be non-deductible as a business expense for the purpose of Federal or State taxation or should either fund lose its exempt status under the Internal Revenue Code in any respect as a result of action by the Internal Revenue Service during the term of this Agreement, the Company may cease payment to said Fund, and at such time further negotiations will take place between the parties with respect to the Health and Welfare Plan and the Pension Plan.

**COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

**ALRO STEEL CORPORATION**

AND

**TRUCK DRIVERS UNION LOCAL NO. 164**

**AFFILIATED WITH  
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**Effective Date: 4/13/2010**

**Expiration Date: 4/12/2017**

**RECEIVED**

**DEC 09 2010**

**CONTRACT  
DEPARTMENT**

## AGREEMENT

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of April, 2010, by and between ALRO STEEL CORPORATION, located at 3100 East High Street, P.O. Box 927, Jackson, Michigan, 49204; 2500 Enterprise Drive, Jackson, Michigan, 49203; and at 801 Twentieth Street, Battle Creek, Michigan, 49015, party of the first part, and hereinafter termed the Company; and TRUCK DRIVERS UNION, Local 164, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, located at 3700 Ann Arbor Road, Jackson, Michigan, 49202, party of the second part, hereinafter termed the Union.

WHEREAS both parties are desirous of preventing strikes, lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Company; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Company and its employees; and of promoting and improving peaceful industrial relations between the parties.

## ARTICLE 14

### PENSION

**Section 1** The Company agrees to pay the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who is on the seniority list, unless otherwise specified in Article 23, a contribution of:

\$ 91.80 per week effective	April 13 <sup>th</sup> , 2010
\$ 99.10 per week effective	April 13 <sup>th</sup> , 2011
\$107.00 per week effective	April 13 <sup>th</sup> , 2012
\$115.60 per week effective	April 13 <sup>th</sup> , 2013
\$124.80 per week effective	April 13 <sup>th</sup> , 2014
\$134.80 per week effective	April 13 <sup>th</sup> , 2015
\$145.60 per week effective	April 13 <sup>th</sup> , 2016

**Section 2** 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 Central States Funds, Department 10291, Palatine, Illinois 60055-0291.

**Section 3** Pension contributions to the 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 Agreement, including paid vacations and weeks where work is performed for the Company, but not under provisions of this Agreement, and although contributions may be made for those weeks into some other Pension Fund.

**Section 4** 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.

**Section 5** Notwithstanding anything herein contained, it is agreed that in the event the Company is delinquent at the end of the monthly period in the payment of its contribution to the Pension Fund, in accordance with the rules and regulations of the Trustees of such Fund, and after the proper official of the Union shall have given seventy-two (72) hours written notice to the Company, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made; it is further agreed that in the event such action is taken, the Company shall be responsible to the employees for losses resulting therefrom.

**Section 6** It is agreed that the Pension Fund will be administered jointly by the Company and Union in compliance with all applicable laws and regulations, both State and Federal.

**Section 7** By the execution of this Agreement, the Company authorizes the Company's Associations who are signatories to collective bargaining agreements with Teamsters Unions containing similar provisions, to enter into appropriate Trust Agreements necessary for the administration of such funds, and to designate the Company Trustees under such Trust Agreements, 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 8** The Union agrees that, should the Pension Fund Trustees and/or legislation be passed allowing pension relief of contributions required by the Company per this Article to be reduced, the Company will be allowed to implement the change in contributions to comply with changes allowed by either the Pension Fund or the law.

**Section 9** The Company will make a matching contribution to any employee who participates in the Company's Union Employees 401(k) plan. Such match will be fifty percent (50%) of the pre-tax contribution of the employee; up to a maximum of four percent (4%) of the employee's compensation (i.e. the Company match will not exceed two percent (2%)). An employee not contributing will not be eligible for such matching contribution. This section outlines, in general, the intent of this retirement benefit. However, the Company Union Employees 401(k) plan document is controlling and should be referenced for all information.

## **ARTICLE 15**

### **PAID FOR TIME**

**Section 1** All employees covered by this Agreement shall be paid for all time spent in the service of the Company. Rates of pay provided for by this Agreement shall be minimums, except that over scale wage rates may be established or maintained only by mutual agreement of both parties hereto, where not already protected by Article 11. Time shall be computed from the time that the employee is ordered to report to work and registers in, until the time he is effectively released from duty. All time lost due to delays as a result of overloads or certified violations involving federal, state or city regulations, which occur through no fault of the driver, shall be paid. Such payment for driver's time when not driving shall be at the hourly rate. If not put to work after reporting, employees shall be guaranteed four (4) hours pay at the rate specified in this Agreement. If a maintenance employee is required to return to the plant after the end of his normal shift, he shall be guaranteed two and one-half (2 ½) hours pay at the applicable hourly rate for all time spent up to two and one-half (2 ½) hours. If he is required to work longer than two and one-half (2 ½) hours, he shall be paid for the time spent at the applicable rate.

**Section 2** Whenever it becomes necessary for a truck driver to remain overnight, or for longer periods, the Company will furnish reasonable lodging and meals. The truck driver will also receive eight (8) hours pay for each day said employee is held over out of town. This provision shall have no effect or application when the Company is unable to provide such work due to external power failure, or an Act of God, such as floods, snowstorms, etc.

**WORKING AGREEMENT**

**BETWEEN**

**ALSIDE SUPPLY CENTER,  
Minneapolis**

**and**

**TEAMSTERS LOCAL NO. 120**

**Affiliated with the International  
Brotherhood of Teamsters**

**March 16, 2014  
Through  
March 15, 2017**

**RECEIVED**

JUN 16 2014

CONTRACT  
DEPARTMENT

## WORKING AGREEMENT

The undersigned, ALSIDE SUPPLY CENTER, MINNEAPOLIS, 400 West 86th Street, Bloomington Minnesota 55420. and Alside Supply Center, Minneapolis NW, 20195 S. Diamond Lake Rd., Rogers, MN 55374 hereinafter referred to as the Employer and TEAMSTERS LOCAL Union # 120, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the Union, agree to be bound by the following terms and provisions covering wages and working conditions.

1. Union Shop: All employees, covered by this agreement, who have completed thirty (30) days of employment shall become members of the Union and shall maintain their membership in good standing in the Union. Employees who pay the local Union initiation fees (if any) and dues relating to the Union's representational function shall be deemed to have satisfied the membership in good standing obligation.

2. Job Steward: The Employer recognizes the right of the Union to designate a Job Steward or Job Committee to handle such Union business as may from time to time be delegated to the Job Steward or Job Committee by the Union Executive Board.

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

4. Conditions of Employment: The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement for all members covered by this Agreement.

14. Insurance.

(a) The Employer will provide to each employee and their dependents the insurance as set forth in the Associated Materials, LLC Employee Benefit Plan as maintained by the Employer at the contribution levels and benefit levels as specified in the Plan.

(b) Pension:

Effective March 16, 2014, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of \$100.90 per week; March 16, 2015 the sum of \$107.00; and March 16, 2016 the sum of \$111.30 for each employee covered by this Agreement.

(c) Associated Materials 401(k)

The Company to distribute plan information.

(d) Newly hired employees will be eligible for the foregoing benefits upon the expiration of their probationary period as contained in Paragraph 10, Section (c). The foregoing coverage will terminate in the event an employee ceases active work with the Employer.

15. Definition of the Term "Driver:" The term "Driver" shall be construed to mean the operator of a truck or any other vehicle used for transportation purpose.

16. Riders: No driver shall be permitted to allow anyone on his truck unless so authorized by the Employer.

17. Premium on Bond: Should the Employer require any employee to give bonds, the premium on same shall be paid by the Employer.

18. Check-Off Provision: Upon receipt of signed authorization cards, the Employer agrees that it shall deduct from each employee's wages and pay over to the Union on notice from the Union such amounts including initiation fees, assessments, and membership dues in said Union as may be established by the Union



AUG 16 2005 12:53PM

TEAMTERS:LOCAL:20

NO. 180 P. 2

ALSIDE SUPPLY CENTER  
ACCOUNT NO. 0202960-8103-126-A

**LETTER OF UNDERSTANDING AND AGREEMENT**

Effective March 16, 2005, contributions will be remitted to the Central States Pension Fund on behalf of all employees, including part-time employees, covered by the collective bargaining agreement (s) after the employee has been on the Employer's payroll for thirty (30) accumulated work days in a ninety (90) calendar day period. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

ALSIDE SUPPLY CENTER

Redacted by U.S. Treasury

B

Title: General Counsel

Date: 8-18-05

LOCAL UNION NO. 120

Redacted by U.S. Treasury

By:

Title: 1st VP

Date: 8-15-05



## AGREEMENT

THIS AGREEMENT, dated the 5<sup>th</sup> day of April 2013, by and between the ALSIDE SUPPLY CENTER - St. Louis, 13880 Parks Steed Drive, Earth City, Missouri, 63045 and ALSIDE SUPPLY CENTER - South St. Louis, 2020 Corporate 44 Drive, Fenton Missouri 63026, or its successors, 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 Employer 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 Employer as herein defined and set forth in Article II, Section 1.

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. 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 thirtieth (30<sup>th</sup>) day following the beginning of their employment.

The Employer shall continue the Insurance for all employees laid off through no fault of their own, for the balance of the month in which the lay-off occurs plus one additional month.

#### ARTICLE XX - PENSION

The Employer shall contribute effective April 25, 2013, to the Central States Southeast and Southwest Areas Pension Fund the sum of (\$85.60) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. 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. Effective April 25, 2014 the Employer will contribute (\$90.70), effective April 25, 2015 the Employer will contribute (\$96.10). Employees will continue to contribute the amount of (\$9.20) weekly towards pension costs and any increases to the pension contribution for the life of the agreement.

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. 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.

Contributions to such 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.

The Employer agrees that at the time it executes this Agreement it will also execute the present Participation Agreement with the Central States, Southeast and Southwest Areas Pension Fund; provided, however, that none of the provisions of the aforesaid Trust Agreement shall in any way operate or be construed to operate as altering any of the terms or provisions of this contract, nor increase any of the rates of contribution herein for the life of this Agreement. All amendments hereinafter adopted by the Trustees to the Trust Agreement with respect to the administration of the said Trust Agreement shall be effective and binding upon the parties to this contract, but no amendment to the Trust Agreement which affects the essence or substance thereof or materially alters the Agreement shall be effective and binding during the life of this Agreement. The Trust Agreement provides that the Trustees may, by their representatives, examine the pertinent records of each Employer at the Employer's place of business whenever such examination is deemed necessary or advisable by the Trustees. When any party hereto shall be delinquent at the end of any period in the payment of his contribution to the Pension Fund created under this contract, and such delinquency shall be unchallenged or, after challenge, shall have been audited and found to be correct, the employees or their representatives, after the proper official of the Union shall have given seventy-two (72) hours notice of such delinquency to the affected Employer, shall have the right to take such action as shall be necessary to secure payment; provided, however, that if the delinquency is caused by reasons beyond the

control of the Employer, then no such action shall be taken. Unless the Employer shall execute the said Trust Agreement and the necessary papers in connection with the administration thereof in accordance with the provisions above, this Agreement shall be considered void and of no effect. The Employer shall continue contributions on all employees laid off through no fault of their own for balance of month laid off plus one additional month.

#### ARTICLE XXI – BUY OUT CLAUSE,

If the business of the Company, or the Company itself is sold, the purchaser shall be made aware of this Labor Contract. In the event the employer permanently ceases operation of its business, any employee on the payroll who is separated from employment at the time of the permanent closure shall receive one (1) week severance pay for each year of service with a maximum severance benefit of three (3) weeks.

#### ARTICLE XXII – TERMINATION

This Agreement shall become effective on the 14<sup>th</sup> day of November, 2009, and shall remain in full force and effect through the 13<sup>th</sup> day of November, 2015, and from year to year thereafter unless and until written notice of the desire of either party to terminate or modify is given to the other by United States Registered Mail, return receipt requested, which notice shall be postmarked at least sixty (60) days prior to any expiration date as herein set forth.

The notice of termination or modification shall contain

control of the Employer, then no such action shall be taken. Unless the Employer shall execute the said Trust Agreement and the necessary papers in connection with the administration thereof in accordance with the provisions above, this Agreement shall be considered void and of no effect. The Employer shall continue contributions on all employees laid off through no fault of their own for balance of month laid off plus one additional month.

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The notice of termination or modification shall contain


1. An offer to meet and confer with the other party at a time mutually convenient for the purpose of negotiating a new contract or a contract containing the proposed modifications. The proposed modification shall, insofar as practical, be set forth in the language desired.
2. The party receiving such notice may, insofar as practical, reply by the submission of counter-proposals within thirty (30) days after the receipt of such notice to terminate or modify. Such counter-proposals may consist of either a tender of a new contract or substitute proposals for those proposals offered or proposals for modifications of other sections than those indicated in the notice of the other party. It is the objective of this provision to inaugurate negotiations at the earliest possible time prior to the expiration hereof.
3. The terms of this Agreement shall continue in effect so long as the parties shall continue to negotiate in good faith in an effort to reach a complete agreement on a new contract or modification hereof. Such negotiations shall continue until either agreement is reached or until the parties conclude it is not probable that further negotiations shall produce agreement.
4. Should the parties be unable to agree in a period within thirty (30) days after the expiration date of such contract, they shall then notify the Federal Mediation and Conciliation Service of the existence of a dispute, and simultaneously therewith any state agency established to mediate disputes within the State.

5. Should the parties reach an agreement upon the terms and provisions of a new contract, or a contract containing the desired modifications, at a time subsequent to the termination date of this contract, then in such event, all of the terms and provisions of the new contract, or the contract containing the desired modifications provided for adjusted pay scales, shall be retroactive to the termination date of this contract, unless otherwise specified, provided, however, that no new provisions shall have been deemed to have been violated for the reason that it was not complied with during such period of negotiation.


IN WITNESS WHEREOF, we have hereunto set our hands effective this 17th day of April, 2013,

ALSIDE SUPPLY CENTER

BY: \_\_\_\_\_  
Denise Lackey  
General Manager

BY:   
Anthony J. Despodes  
Interim General Counsel

CONSTRUCTION, BUILDING MATERIAL,  
ICE AND COAL, LAUNDRY, DRY  
CLEANING AND INDUSTRIAL LAUNDRY  
AND DRY CLEANING DRIVERS,  
HELPERS, WAREHOUSEMEN, YARDMEN  
AND ALLIED WORKERS, LOCAL UNION  
NO. 682, AFFILIATED WITH THE  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS OF  
AMERICA

BY: 

**RECEIVED**

MAY 21 2013

CONTRACT  
DEPARTMENT



## INTRODUCTION

THIS AGREEMENT, effective December 4, 2012, by and between Alside Supply Center/Alside, Westland 8595 Runda Dr Canton Township MI 48187 and Alside Supply Center, Detroit Central 550 E Mendoline Madison Heights, MI 48071 party of the first part, and hereinafter termed the Employer, and Local Union No. 337, affiliated with the International Brotherhood of Teamsters, located at 2301 Triumphant Avenue, Detroit, Michigan 48216, party of the second part, hereinafter called the Union.

### WHEREAS:

Both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of covered employees of the Employer and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his covered employees; and of promoting and improving peaceful industrial and economic relations between the parties.

### WITNESSETH:

## ARTICLE I

### RECOGNITION, UNION SHOP AND DUES

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer for all full-time hourly-paid warehousemen and warehouse truck drivers employed by the Employer at its facilities at 8595 Runda Dr Canton Township MI 48187 and 550 E Mendoline Madison Heights, MI 48071; but excluding office clerical employees, professional employees, salesmen, guards and supervisors as defined in the Act and all other employees. Unless specifically defined otherwise, the term "employee" as used in this Agreement shall mean those represented by the Union.

The terms of this Agreement shall apply to all the above covered employees, and relocations of the above facility.

Section 2. All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this union shop agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this Agreement or the date of the execution of this union shop agreement, whichever is the later.

#### ARTICLE XIV

##### MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours or work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect on the effective date of this Agreement, and that conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bona-fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within 90 days from the date of error.

#### ARTICLE XV

##### GENERAL

Section 1. The Employer agrees that it will allow the proper accredited representatives of the Union access to the warehouse on a reasonable basis for the purpose of policing the terms and conditions of this Agreement.

Section 2. The Union shall have the right to examine official payroll and attendance records pertaining to the computation of compensation of any employee whose pay or attendance is in dispute.

Section 3. The Employer and the Union agree not to discriminate against any individual with respect to his hiring, compensation, terms or conditions of employment because of such individuals race, color, religion, sex, or national origin, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of his race, color, religion, sex, or national origin.

#### ARTICLE XVI

##### HEALTH AND WELFARE AND PENSION

' See attached Schedule "A"'

All pension payments into the Central States, Southeast and SouthWest Areas Pension Fund must be made within 15 days from the end of each calendar month to the Mellon Bank, Central States Funds, Dept. 10291, Palatine IL 60055-0291.

Notwithstanding anything herein contained, it is agreed that in the event Employer is delinquent at the end of a monthly period in the payment of the contributions to the Pension Funds, in accordance with the rules and regulations of the Trustees of such Funds and after the proper official of the Local Union has delivered 72 hours' written notice to the Employer at P.O.Box 2010, Akron, Ohio, 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 in the event such action is taken, the Employer shall be responsible to the employees for time loss resulting therefrom.

It is agreed that the Pension Fund will be separately administered each jointly by Employer and Union in compliance with all applicable laws and regulations, both State and Federal.

By the execution of this Agreement, the Employer authorizes the Employers Associations who are signatories to collective bargaining agreements with Teamster Unions containing similar provisions, to enter into appropriate trust agreements necessary for the administration of such funds, and to designate the Employer Trustees under such Trust Agreements.

## ARTICLE XVII

### PAID FOR TIME

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums, except that overscale wage rates may be established or maintained only by mutual agreement of both parties herein where not already protected by Article 14. Time shall be computed from the time that the employee is ordered to report for work and registers in, until the time that he is effectively released from duty. All time lost due to delays as a result of overloads or certificated violations involving federal, state, or city regulations, which occur through no fault of the driver, shall be paid. Such payment for driver's time when not driving shall be at the hourly rate. A time clock will be used for registering in and out.

If not put to work, employees shall be guaranteed four (4) hours' pay at the rate specified in this Agreement.

## ARTICLE XVIII

### PAY PERIOD

All regular employees covered by this Agreement shall be paid in full each week. Not more than seven days shall be held from a regular employee.

determine the means, methods, processes and schedules of work; to add or discontinue products or processes; to determine the location of warehouses, the establishment of new locations; to discontinue jobs; to establish reasonable job or work standards and to maintain the efficiency of employees; to establish and enforce reasonable Company rules and regulations which do not contravene the terms of this Agreement; to hire, layoff, transfer or relieve employees from duties; and to maintain the general order is the sole right of the Company.

Section 2. None of these rights shall be exercised by Management in contravention of the terms of this Agreement.

## ARTICLE XXIX

### TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from December 4, 2012, to and including December 3, 2017, and shall continue in full force and effect from year to year thereafter unless an economic adjustment is requested by either side for years four and five of this agreement. An economic adjustment shall mean wages and or Health benefits under this Agreement, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to December 4, 2017, or December 4 of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 3. It is understood and agreed between the parties that all economic provisions contained in Schedule "A" attached herein and elsewhere including wages, health insurance and pension contributions dated April 1, 2013, may be reopened for negotiations between the parties, provided that the party desiring to reopen serves notice in writing upon the other party at least sixty (60) days prior to December 4, 2015 and December 4, 2016. If no such notice is given, the said Schedule "A" shall continue on from year to year.

Section 4. It is further agreed by the parties hereto that upon receiving proper cancellation notice or amendment notice to this Agreement the parties agree to start negotiations at least forty-five (45) days before the expiration or amendment date of this Agreement.

Section 5. In the event of an inadvertent failure by either party to give the notice set forth in Section 1, 2 and 3 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st)

day following such notice.

**Section 6.** In the event of war, declaration of emergency, or imposition of civilian controls during the life of this Contract, either party may reopen the same upon sixty (60) days written notice and request re-negotiation of matters dealing with wages and hours. Upon the failure of the parties to agree in such negotiations, either party shall be permitted all lawful economic recourse to support their request for revisions. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

COMPANY

UNION

ALSIDE SUPPLY COMPANY

LOCAL UNION NO. 337 AFFILIATED  
WITH THE INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS

BY:

\_\_\_\_\_  
Dan Higey  
Regional General Manager  
Midwest Region

BY:

Redacted by U.S. Treasury

\_\_\_\_\_  
Patrick Daugherty, Trustee

BY:

Redacted by U.S. Treasury  
\_\_\_\_\_  
Anthony J. Cespedes  
Intern General Counsel

SCHEDULE "A"

**RECEIVED**

17

APR 19 2013

CONTRACT  
DEPARTMENT

THIS SCHEDULE "A" shall become a part of the Master Agreement to which it is attached and shall become effective as of April 1, 2013.

**I. WAGES**

The hourly rate of pay for all warehousemen and warehouse truck drivers shall be as follows:

<u>I. Effective</u>	<u>Rate</u>
April 1 2013	\$16.15
December 4, 2013	\$16.65
December 4, 2014	\$17.15

**II. New employees**

Any new employee shall be paid a starting wage which is one dollar (\$1.00) less than the prevailing wage. Said employee shall receive a twenty-five cents (25¢) increase every one (1) year until the prevailing wage is reached.

III. The Employer will provide to each employee and their dependents the medical, dental, and vision insurance as set forth in the Associated Materials, LLC Employee Benefit Plan as maintained by the Employer, including the best plan offered by Employer, at no cost during the first three years of this Agreement.

IV. Additionally, the employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who is on the regular seniority list unless otherwise specified in Schedule "A" attached, a contribution for Pension Benefits of:

\$105.70 per week	Effective as of 04-01-13
\$109.90 per week	Effective as of 12-04-13
\$114.30 per week	Effective as of 12-04-14

ALSIDE SUPPLY CENTER  
ACCOUNT NO.: 0202950-0200-00337-A

LETTER OF UNDERSTANDING AND AGREEMENT

Contributions will be remitted to the Central States Pension Fund in the following amounts:

<u>Effective Date</u>	<u>Weekly Rate</u>
Dec. 4, 2012	\$103.70
Dec. 4, 2013	\$109.90
Dec. 4, 2014	\$114.30
Dec. 4, 2015	\$118.90
Dec. 4, 2016	\$123.70

ALSIDE SUPPLY CENTER

LOCAL UNION NO: 337

By:   
Redacted by U.S. Treasury

By:   
Redacted by U.S. Treasury

Title: Alside Representative

Title: Treasurer

Date: 8/20/13

Date: 08/20/2013

**RECEIVED**

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CONTRACT  
DEPARTMENT

**ILLINOIS HEAVY/HIGHWAY AGREEMENT**

**BETWEEN**

**AMBRAW ASPHALT CO.**

**AND**

**CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN  
AND HELPERS LOCAL 135**

**COVERING CONSTRUCTION  
IN THE COUNTIES OF**

**CLARK, CRAWFORD, EDGAR, EDWARDS, LAWRENCE, RICHLAND AND  
WABASH**

**PERIOD COVERED**

**EFFECTIVE: MAY 1, 2014**

**EXPIRES: APRIL 30, 2017**

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**JUL 31 2015**

**CONTRACT  
DEPARTMENT**



## **PREAMBLE**

**AMBRAW ASPHALT CO.** herein after referred to as the "Employer" 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**

**Section 1.** 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.

## **ARTICLE 2** **SCOPE**

**Section 1.** It is hereby understood and agreed that this Agreement shall cover construction work, in the following counties comprising: Clark, Crawford, Edgar, Edwards, Lawrence, Richland, and Wabash.

**Section 2.** This Agreement covers all employees transporting materials and/or performing work in classifications covered in Article 8 upon construction sites. The Agreement also covers trucks delivering aggregate material to stockpile on construction sites or to temporary plants or locations, the purpose of which is to serve particular construction sites, and drivers on any other vehicles operated on construction projects when used to defeat the purpose of this Agreement. This Agreement excludes clerical employees, technical engineers, bookkeepers, superintendents, foremen, or other supervisory personnel; but such persons may be or become a member of the Local Union if such persons shall be acceptable to the said Union or International. Employers may discharge any employee for justifiable cause, subject to the grievance procedure, provided there shall be no discrimination on the part of the Employer against any employee, nor shall any such employee be discharged by reason of any Union activity not interfering with the proper performance of his work.

## **ARTICLE 3** **UNION SECURITY**

**Section 1.** It is understood and agreed by and between the parties hereto that as a condition of continued employment and effective after the seventh day following the beginning of employment or the execution date of this Agreement, whichever is the later, all persons hereafter employed to work within the bargaining unit which is the subject of this Agreement, as well as all persons presently so working but who are not members of the Local Union shall

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 strikes and picketing activity, including wages for lost time, Health and Welfare and Pension contributions, etc.

**Section 7.** The Employer and Union recognize and accept their joint responsibility to comply with the health insurance continuation provisions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) and shall cooperate so all parties are in compliance.

**Section 8.** If an employee is covered under some other Teamster contract group insurance and becomes employed by an Employer of this Agreement, the Employer agrees to remit into such other plan if the employee desires and so notifies the Local Union and Employer.

## **ARTICLE 10** **PENSION**

**Section 1.** Effective May 1, 2014 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Twenty-nine Dollars and Eighty Cents (\$29.80) per day, for each employee covered by this Agreement who begins to work.

Effective May 1, 2015 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Thirty-one Dollars (\$31.00) per day, for each employee covered by this Agreement who begins to work.

Effective May 1, 2016 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Thirty-two Dollars and Twenty Cents (\$32.20) per day, for each employee covered by this Agreement who begins to work.

**Section 2.** 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 the operation under the Southeast and Southwest Areas Agreement to which Employers who are party to this Agreement are also parties. By 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.

**Section 3.** 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 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. There shall be no deduction from equipment rental of Owner-Drivers 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 or Owner-Driver compensation.

**Section 4.** 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 Central Conference of Teamsters, after the President of the Local Union has given seventy-two (72) hour notice to the Employer of such delinquency in Pension payments, the Local Union 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.

**Section 5.** 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:

**Section 6.** If an employee is covered under some other Teamster Contract group pension plan and becomes employed by an Employer of this Agreement, the Employer agrees to remit into such other plan if the employee desires and so notifies the Local Union and Employer.

## **ARTICLE 11**

### **BOND REQUIREMENTS**

**Section 1.** The Trustees of any employee benefits for which contributions are required hereunder may require for good cause that any particular Employer maintain during the term of this Agreement a surety bond in the amount of ten thousand dollars (\$10,000.00) to guarantee the payment of such contributions.

**Section 2.** In the event of failure, default or refusal of the Employer to meet his obligations to his employees or the Pension Fund and Welfare Fund, when due, the Union, aggrieved employees or the Trustees of the Pension Fund and Welfare Fund, may after written notice to the Employer, file claim to obtain payment, costs and reasonable attorney's fees therefrom of the applicable surety bond.

**AMBRAW ASPHALT MATERIALS  
ACCOUNT NO.: 0214000-0208-135-A**

**LETTER OF UNDERSTANDING AND AGREEMENT**

Effective May 1, 2006, contributions will be remitted to the Central States Pension Fund on behalf of all employees covered by the collective bargaining agreement. Employees do not have the option of selecting whether to participate in Central States Pension Plan. If they work under this agreement, a pension contribution is required for each day an employee begins to work.

~~AMBRAW ASPHALT MATERIALS~~

~~LOCAL UNION NO. 135~~

By: Redacted by U.S. Treasury

By: Redacted by U.S. Treasury

Title: Sec. Treas.

Title: Construction Chairman

Date: 7-17-07

Date: 7-17-07

**RECEIVED**

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**CONTRACT  
DEPARTMENT**

AGREEMENT

BETWEEN

The American Bottling Company, d/b/a Dr Pepper Snapple Group  
Indianapolis, Indiana Inside Employees

AND

Chauffeurs, Teamsters, Warehousemen and Helpers  
Local Union 135

November 1, 2012 – February 28, 2016

**RECEIVED**

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DEPARTMENT**

**ORIGINAL**

## AGREEMENT

This Agreement is made and entered into between THE AMERICAN BOTTLING COMPANY, d/b/a DR PEPPER SNAPPLE GROUP, or its successors, located at Indianapolis, Indiana (hereinafter referred to as the "Company") and TEAMSTERS LOCAL UNION No.135, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at Indianapolis, Indiana (hereinafter referred to as the "Union"), acting as the bargaining agent.

### ARTICLE I

#### Scope

- 1.1 The purpose of this Agreement is to promote and improve relations between the Company and its employees; aid toward economical and profitable operations; accomplish and maintain the highest efficiency and quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; insure against any interruption of work, slowdown, or other interference with work performance; strengthen good will, mutual respect and cooperation; and set forth the rates of pay, hours of work, and conditions of employment.
- 1.2 Any reference herein to the male gender shall include the female gender as well.
- 1.3 To the extent of applicable law, the parties to this Agreement agree that they will not discriminate against any employee because of age, race, sex, creed, color, national origin, disability, Union affiliation or activity, and any other area protected by law.
- 1.4 The Company recognizes and acknowledges that the Union is the exclusive collective bargaining agent in the bargaining unit consisting of all employees of the Company at its Indianapolis facility employed in the classifications listed in Section 2.1, but excluding office clerical and technical employees, guards, mechanics, supervisors as defined in the Act, and all other employees not specifically included in the bargaining unit.
- 1.5 During an employee's probationary period, an employee shall not be eligible for any employee benefits under this Agreement unless expressly provided otherwise; provided, however, that the Company shall pay employees during their probationary period at the applicable contract wage rates set forth in this Agreement.
- 1.6 (a) The Company may secure new employees from any source whatsoever. During the first ninety (90) calendar days of employment, a new employee shall be on a probationary basis and may be terminated at the sole and exclusive discretion of the Company, without recourse to the grievance-arbitration procedure, for any reason whatsoever.

- (a) When an employee is laid off due to lack of work, he or she shall receive benefits for the calendar month of layoff and calendar month following layoff. The Company will notify the insurance carriers upon termination of employment or layoff so that such employee may be billed directly.
  - (b) Regular employees returning from layoff will be eligible for coverage the first of the month following return to work.
  - (c) Unless otherwise expressly stated in this Article, continued participation in the Plan and required Company and employee contributions will be handled in accordance with the Plan Document and/or corresponding Insurance Contract(s).
- 22.3 If an employee is injured on the job, the Company shall continue to pay its required contributions until such employee returns to work, provided the employee makes timely contributions for coverage. Otherwise, coverage will be terminated. In no event shall the Company be required to make its contributions for a period of more than twelve (12) months.
- 22.4 If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make its required contributions for up to six (6) months following the month when the absence began, provided the employee makes timely contributions for coverage. Otherwise, coverage will be terminated.
- 22.5 If an employee is granted a leave of absence, the employee will be offered health benefit coverage continuation pursuant to COBRA.
- 22.6 The parties acknowledge that the benefits outlined in this Agreement are a summary only, and each employee shall receive summary plan documents. The parties agree that cost containment in health care is essential and the parties further agree to cooperate in maintaining adequate benefits and cost containment.
- 22.7 The Plan(s) is/are subject to all applicable Federal, State and Local laws.

## **ARTICLE 23**

### **Pension**

The Company shall contribute weekly as follows to the Central States Southeast and Southwest Areas Pension fund for each eligible employee covered by this Agreement who has been on the payroll ninety (90) days or more per the default plan set forth by the Central States Pension Fund.

Year 1 (11/1/12 through 10/31/13) - \$35.60  
 Year 2 (11/1/13 through 10/31/14) - \$38.00  
 Year 3 (11/1/14 through 10/31/15) - \$39.50  
 Year 4 (11/1/15 through expiration of the Agreement) - \$41.10

If Central States Pension Fund should require rehabilitation contributions greater than stated above, the Company reserves the right to renegotiate retirement provisions under the contract.

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.

By execution of this Agreement, the Company authorizes the appropriate Employers' Associations 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 Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Company 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 Company 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.

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.

There shall be a ten percent (10%) penalty for Pension contributions not paid within ten (10) days after the close of the reporting period; provided, however, that the Company has the option of depositing contributions in advance on an estimated basis, for which he will be given credit, and his account credited and from which he may ask for a refund in case there is an overpayment.

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 the Local Union, the Area Conference, or the Trustees. If the Company is delinquent, it must also pay all attorneys' fees and costs of collections, provided that the Company received written notice of such delinquency and was provided five (5) working days from receipt of such notice in order to remedy such delinquency before any action is brought or any fees or costs are incurred.

The Company will establish and provide a 401(k) plan to all eligible employees covered under this Agreement. The Company shall not be obligated to make any contributions whatsoever to employee 401(k) accounts. The Company reserves the right to amend or modify the 401(k) plan, and the Plan Document (including any modifications) governs at all times.



AGREEMENT

BETWEEN

The American Bottling Company, d/b/a Dr Pepper Snapple  
Group  
Indianapolis, Indiana Outside Employees

AND

Chauffeurs, Teamsters, Warehousemen and Helpers  
Local Union 135

November 1, 2012 – February 28, 2016

**RECEIVED**

APR 05 2013

**CONTRACT  
DEPARTMENT**

**ORIGINAL**

## AGREEMENT

This Agreement is made and entered into between THE AMERICAN BOTTLING COMPANY, d/b/a DR PEPPER SNAPPLE GROUP, or its successors, located at Indianapolis, Indiana (hereinafter referred to as the "Company") and TEAMSTERS LOCAL UNION NO. 135, AFFILIATED WITH THE International Brotherhood of Teamsters, Chauffeurs, Warehouse men and Helpers of America, located at Indianapolis, Indiana (hereinafter referred to as the "Union"), acting as the bargaining agent.

### ARTICLE I Scope

- 1.1 The purpose of this Agreement is to promote and improve relations between the Company and its employees; aid toward economical and profitable operations; accomplish and maintain the highest efficiency and quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; insure against any interruption of work, slowdown, or other interference with work performance; strengthen good will, mutual respect and cooperation; and set forth the rates of pay, hours of work, and conditions of employment.
- 1.2 Any reference herein to the male gender shall include the female gender as well.
- 1.3 To the extent of applicable law, the parties to this Agreement agree that they will not discriminate against any employee because of age, race, sex, creed, color, national origin, disability, Union affiliation or activity, or any other area protected by law.
- 1.4 The Company recognizes and acknowledges that the Union is the exclusive collective bargaining agent in the bargaining unit consisting of all employees of the company at its Indianapolis facility performing work as Full Service Vending Routemen, Trainees, Delivery Service Representatives, Combination Delivery Drivers, Bulk Delivery Drivers, and Transportation Drivers, but excluding office clerical and technical employees, guards, mechanics, Area Sales Managers, Merchandisers, supervisors as defined in the Act, and all other employees not specifically included in the bargaining unit.
- 1.5 During an employee's probationary period, an employee shall not be eligible for any employee benefits under this Agreement unless expressly provided otherwise; provided, however, that the Company shall pay employees during their probationary period at the applicable contract wage rates set forth in this Agreement.
- 1.6 (a) The Company may secure new employees from any source whatsoever. During the first ninety (90) calendar days of association, a new employee shall be on a probationary basis and may be terminated at the sole and exclusive discretion of the company, without recourse, for any reason whatsoever.

**ARTICLE 24**  
**Pension**

The Company shall contribute weekly as follows to the Central States Southeast and Southwest Areas Pension Fund for each eligible employee covered by this Agreement who has been on the payroll ninety (90) days or more per the default plan set forth by the Central States Pension Fund.

Year 1 (11/1/12 through 10/31/13) - \$25.60  
Year 2 (11/1/13 through 10/31/14) - \$26.65  
Year 3 (11/1/14 through 10/31/15) - \$27.70  
Year 4 (11/1/15 through expiration of the Agreement) - \$28.80

If Central States Pension Fund should require rehabilitation contributions greater than stated above, the Company reserves the right to renegotiate retirement provisions under the contract.

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.

By execution of this Agreement, the Company authorizes the appropriate Employers' Associations 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 Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Company 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 Company 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.

Contributions to the Pension Fund must be made for each week on each regular or extra employee even through such employee may work only part-time under the provisions of this Agreement.

There shall be a ten percent (10%) penalty for Pension contributions not paid within ten (10) days after the close of the reporting period; provided, however, that the company has the option of depositing contributions in advance on an estimated basis, for which he will be given credit, and his account credited and from which he may ask for a refund in case there is an overpayment.

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 the Local Union, the Area Conference, or the Trustees. If the Company is delinquent, it must also pay all attorneys' fees and costs of collections, provided that the Company received written notice of such

delinquency and was provided five (5) working days from receipt of such notice in order to remedy such delinquency before any action is brought or any fees or costs are incurred.

The Company will establish and provide a 401(k) plan to all eligible employees covered under this Agreement. The Company shall not be obligated to make any contributions whatsoever to employee 401(k) accounts. The Company reserves the right to amend or modify the 401(k) plan, and the Plan Document (including any modifications) governs at all times.

**ARTICLE 25**  
**Duration of Agreement**

- 25.1 This Agreement constitutes the entire agreement between the parties and supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein. There shall be no verbal agreements during the term of this Agreement modifying or varying its provisions. Any such agreements must be in writing and executed by both parties. If the Collective Bargaining Agreement containing proposed modifications is ratified, then the Agreement shall become binding and effective upon the earlier of ratification or execution of the Agreement.
- 25.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 25.3 This Agreement shall become effective as of November 1, 2012, and shall continue in effect until 11:59 p.m., February 28, 2016, and thereafter for additional annual periods, unless terminated by either party hereto as below provided.
- 25.4 If at least sixty (60) days prior to the end of the Agreement ending 11:59 p.m. February 28, 2016, or at least sixty (60) days prior to any subsequent annual period ending 11:59 p.m. February 28, either party shall have delivered to the other a written notice of proposed termination or modification of this Agreement at the end of such period, it shall then terminate, unless prior thereto otherwise agreed by the Company and Union in writing.

ABC BEVERAGE CORP. - NEW CASTLE LOCATION  
ACCOUNT NO.: 0231H00-0100-135

LETTER OF UNDERSTANDING AND AGREEMENT

Effective November 1, 2003, contributions will be remitted to the Central States Pension Fund on behalf of any employee covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for ninety (90) calendar days, other than a utility or part-time employee. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

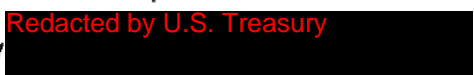
In the event that any utility or part-time employee works 1,000 hours or more in any 12-month period, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by this contract for non-utility or non part-time employees. The hours worked after the effective date of the collective bargaining agreement (November 1, 2003) will be counted toward the 1,000 hour threshold.

The parties also agree to remove checkers from the covered classifications as checkers are an old bargaining unit classification and no longer used.

This Letter of Understanding and Agreement shall remain in effect as long as the Employer is obligated by contract or operation of law to contribute to the Pension Fund on behalf of any of its employees and shall not be terminated by the termination of the current or any successor collective bargaining agreement, nor shall it be superceded or modified by any subsequent agreement between the parties (except an agreement that shortens the period of time before contributions shall be due on behalf of utility or part-time employees).

ABC BEVERAGE CORP.

LOCAL UNION NO. 135

By  Redacted by U.S. Treasury

By  Redacted by U.S. Treasury

Title: Regional HR MGR.

Title: B.A.

Date: SEPT. 21, 2004

Date: Sept. 17th 2004

# AGREEMENT

Between

THE AMERICAN BOTTLING COMPANY  
d/b/a Dr Pepper Snapple Group  
New Castle, Indiana  
Inside and Outside Employees

AND

The International Brotherhood of Teamsters  
Local Union No. 135

September 1, 2013 – February 17, 2018

**RECEIVED**

OCT 02 2013

**CONTRACT  
DEPARTMENT**

## AGREEMENT

This Agreement is made and entered into between THE AMERICAN BOTTLING COMPANY d/b/a DR PEPPER SNAPPLE GROUP, or its successors, located at New Castle, Indiana (hereinafter referred to as the "Company" or "Employer") and TEAMSTERS LOCAL UNION NO. 135, AFFILIATED WITH THE International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at New Castle, Indiana (hereinafter referred to as the "Union"), acting as the bargaining agent.

### ARTICLE I

- 1.1 The purpose of this Agreement is to promote and improve relations between the Company and its employees; aid toward economical and profitable operations; accomplish and maintain the highest efficiency and quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; insure against any interruption of work, slowdown, or other interference with work performance; strengthen good will, mutual respect and cooperation; and set forth the rates of pay, hours of work, and conditions of employment.
- 1.2 Any reference herein to the male gender shall include the female gender as well.
- 1.3 To the extent of applicable law, the parties agree that they will not discriminate against any employee because of age, race, sex, creed, color, national origin, disability, Union affiliation or activity, or any other area protected by law.
- 1.4 The Company recognizes and acknowledges that the Union is the exclusive collective bargaining agent in the bargaining unit consisting of all employees of the Company at its New Castle facility performing work as On-Premise Route persons, Trainees, Utility Employees, Delivery Service Representatives, Bulk Delivery Drivers, Combination Delivery Drivers, Warehousemen, and Forklift Drivers, but excluding office clerical and technical employees, guards, mechanics, Area Sales Managers, Account Managers, Merchandisers, supervisors as defined in the Act, and all other employees not specifically included in the bargaining unit. The Company may utilize non-bargaining unit Employees to perform the work of checkers.
- 1.5 During an employee's probationary period, an employee shall not be eligible for any employee benefits under this Agreement unless expressly provided otherwise; provided, however, that the company shall pay employees during their probationary period at the applicable contract wage rates set forth in this Agreement.
- 1.6
- a. The Company may secure new employees from any source whatsoever. During the first ninety (90) calendar days of employment, a new employee shall be on a probationary basis and may be terminated at the sole and exclusive discretion of the Company, without recourse, for any reason whatsoever. It is agreed that the probationary period may be extended by written mutual consent by the Company and the Union for a reasonable period, not to exceed an additional thirty (30) days.
  - b. Utility and part-time employees shall not fall under this provision. Utility and part-time employees will be utilized as vacation relief, as replacements for all leave of absences and as extra help to facilitate delivery of product and to perform other work. No utility employee shall be used while any probationary or regular employee is laid off. Utility employees may be employed January through December. Utility and part-time employees will not be credited with seniority

Should any of the medical plan options provided herein exceed statutory value limits resulting in an excise tax or penalty to be imposed on the Company under PPACA, the Company may replace the medical plan option with an alternative cost-compliant plan.

## ARTICLE 25

### Pension

The Company shall contribute weekly as follows to the Central States Southeast and Southwest Areas Pension Fund, for each eligible employee covered by this Agreement who has been on the payroll ninety (90) days or more per the default plan set forth by the Central States Pension Fund:

Year 1 (9/1/13 through 8/31/14) - \$26.62

Year 2 (9/1/14 through 8/31/15) - \$27.69

Year 3 (9/1/15 through 8/31/16) - \$28.80

Year 4 (9/1/16 through 8/31/17) - \$29.95

Year 5 (9/1/17 through expiration of the Agreement) - \$31.35

If Central States Pension Fund should require rehabilitation contributions greater than those set forth above, the Company reserves the right to renegotiate retirement provisions under the contract.

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.

By execution of this Agreement, the Company authorizes the appropriate Employers' Associations 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 Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Company 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 Company 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.

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.

There shall be a ten percent (10%) penalty for Pension contributions not paid within ten (10) days after the close of the reporting period; provided, however, that the Company has the option of depositing contributions in advance on an estimated basis, for which he will be given credit, and his account credited and from which he may ask for a refund in case there is an overpayment.

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 the Local Union, the Area Conference, or the Trustees. If the Company is delinquent, it must also pay all attorneys' fees and costs of collections, provided that the Company



received written notice of such delinquency and was provided five (5) working days from receipt of such notice in order to remedy such delinquency before any action is brought or any fees or costs incurred.

The Company will establish and provide a 401(k) plan to all eligible employees covered under this Agreement. The Company shall not be obligated to make any contributions whatsoever to employee 401(k) accounts. The Company reserves the right to amend or modify the 401(k) plan, and the Plan Document (including any modifications) governs at all times.

**ARTICLE 26**  
Duration of Agreement

- 26.1 This Agreement constitutes the entire agreement between the parties and supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein. There shall be no verbal agreements during the term of this Agreement modifying or varying its provisions. Any such agreements must be in writing and executed by both parties.
- 26.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement.
- 26.3 This Agreement shall become effective as of September 1, 2013, and shall continue in effect until 11:59 p.m. February 17, 2018, and thereafter for additional annual periods, unless terminated by either party hereto as below provided:
- 26.4 If at least sixty (60) days prior to the expiration of the Agreement, or at least sixty (60) days prior to expiration of any subsequent annual automatic renewal period, either party shall have delivered to the other a written notice of proposed termination or modification of this Agreement at the end of such period, it shall then terminate, unless prior thereto otherwise agreed by the Company and Union in writing.

IN WITNESS WHEREOF, the parties hereto have set their respective signatures

THE AMERICAN BOTTLING COMPANY

Redacted by U.S. Treasury

Sherman Edward ("Ed") Cole, Jr.  
Branch Manager

  
Brett Glass, Director of Labor Relations

TEAMSTERS LOCAL 135

Redacted by U.S. Treasury

Brian R. Buhle  
Secretary/Treasurer

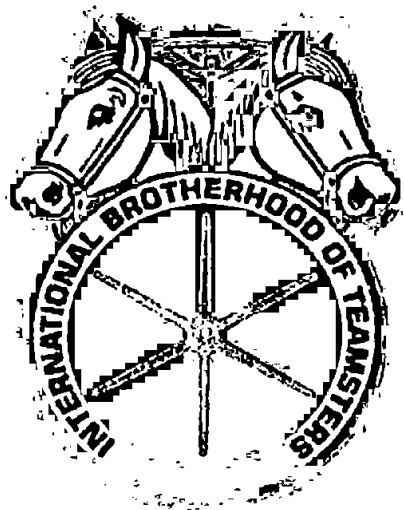
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**CONTRACT  
DEPARTMENT**

Reflects Final Contract Agreements

**AGREEMENT BETWEEN**  
**THE AMERICAN BOTTLING COMPANY**  
**AND**  
**TEAMSTERS "GENERAL" LOCAL UNION NO. 200**  
**January 21, 2015 through January 20, 2020**



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**FEB 25 2015**  
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**DEPARTMENT**

AGREEMENT BETWEEN  
THE AMERICAN BOTTLING COMPANY  
AND

TEAMSTERS "GENERAL" LOCAL UNION NO. 200

THE AMERICAN BOTTLING COMPANY, and TEAMSTERS "GENERAL" LOCAL UNION 200, do hereby agree to be bound by the following terms and provisions with respect to the units of employees set forth below.

**PREAMBLE**

It is the intent and purpose of the parties hereto, that this Agreement shall promote and improve the industrial and economic relationship between the Company and the Union, and to set forth rates of pay, hours of work, and working conditions of employment to be observed by the parties hereto. It is recognized by both parties that they have a mutual interest and obligation in maintaining friendly cooperation between the Company and the Union, which will permit safe, economical and efficient operation of the plant.


**ARTICLE 1  
RECOGNITION**

The Company recognizes the Union as the exclusive bargaining agent for all full-time, regular part-time, warehouse employees, semi drivers and all route employees/personnel employed by the Company at its Oshkosh, Tomah, and Eau Claire, Wisconsin facilities; but excluding all full service and vending employees, presales and sales employees, office clerical employees, professional employees, guards and supervisors as defined in the National Labor Relations Act, as amended (NLRA or Act).

**ARTICLE 2  
TRANSFER OF COMPANY TITLE OR INTEREST**

This Agreement shall be binding upon the parties hereto for the life thereof. This Article shall not be applicable to a bona fide sale of the business entity to a third party, but shall be applicable to any merger or consolidation of two (2) or more business entities, any of which are parties to this Agreement.

In the event of change of management or geographical location of plants, or sale of the Company, the present management shall use its best efforts to insure continuation of the provisions of this Agreement during the prescribed period, it being agreed and understood that this Article shall not be used as a device to change Union representation by its present bargaining agents.

WLB: 

scheduled day before and the scheduled day after the holiday to be eligible for holiday pay, unless failure to report is excused by established proof of sickness or by excusable absence.

## **ARTICLE 31** **PENSION**

### **Section 1:**

Effective January 21, 2015, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of twenty dollars and twenty cents (\$20.20) per week for each eligible employee covered by the Agreement who has completed the probationary period of sixty (60) days (or 90 days if extended pursuant to Article 38). Effective January 21, 2016, the contribution rate shall increase to twenty-one dollars (\$21.00). Effective January 21, 2017, the contribution rate shall increase to twenty-one dollars and eighty cents (\$21.80). Effective January 21, 2018, the contribution rate shall increase to twenty-two dollars and seventy cents (\$22.70). Effective January 21, 2019, the contribution rate shall increase to twenty-three dollars and sixty cents (\$23.60). If Central States Pension Fund should seek to require contributions greater than the amounts specified herein the Company may, at its election, re-open the contract to renegotiate the pension/retirement provisions under the contract.

There shall be no other pension fund for operations under this Agreement.

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 twelve (12) months.

Contribution to the Pension Fund must be made for each week on each regular full-time employee under the provision of this Agreement, including weeks where work is performed by the Employer, but not under the provisions of this Agreement, and although contribution may be made for those weeks into some other pension fund.

### **Section 2:**

Effective April 1, 2010, or as soon as administratively possible, eligible bargaining unit employees under the Agreement will be offered the opportunity to participate in a Company sponsored 401(k) Retirement Plan as may be amended from time to time. The Plan does not provide a Company match. The actual text of the Plan Document controls in all instances.

## **ARTICLE 32** **RELIEF PERIODS**

One ten (10) minute break shall be granted to employees who work part of a shift. All other employees will receive one ten (10) minute break near the first half of their shift and another ten (10) minute break during the latter half of their shift. Any hourly employee working over eight (8) hours during a shift shall receive an additional ten (10) minute break after

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W.S.G.

**AGREEMENT**  
between  
**THE AMERICAN BOTTLING COMPANY**  
**(DRIVERS)**

and

**TEAMSTERS, CHAUFFEURS AND HELPERS**  
**LOCAL UNION NO. 43**

an affiliate of the  
International Brotherhood of Teamsters  
May 1, 2010 through May 1, 2015



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## **AGREEMENT**

This Agreement is made and entered into between **THE AMERICAN BOTTLING COMPANY**, Racine, Wisconsin (hereinafter referred to as the "Company" or "Employer"), and its successor and **TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 43**, an affiliate of the International Brotherhood of Teamsters (hereinafter referred to as the "Union", acting as the bargaining agent.

### **ARTICLE 1. RECOGNITION**

The Company recognizes and acknowledges that the Union is the duly authorized collective bargaining representative for all employees of the Company performing work as Outside Driver employees (Delivery Service Representatives, Bulk and Hourly Delivery Drivers) and temporary employees, but excluding office clerical and technical employees, service persons, guards, salespersons and supervisors as defined in the National Labor Relations Act.

### **ARTICLE 2. INTENT AND PURPOSE**

**Section 1.** The purpose of this Agreement is to promote and improve relations between the Company and its employees; aid toward economical and profitable operation; accomplish and maintain the highest efficiency and quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; insure against any interruption of work, slowdown or other interference with work performance; strengthen goodwill, mutual respect and cooperation; set forth the rates of pay, hours of work and conditions of employment. The Company will not enter into any individual agreements, which conflict with this Agreement.

**Section 2.** Any reference herein to the male gender shall include the female gender as well.

### **ARTICLE 3. NON-DISCRIMINATION**

To the extent of applicable law, the parties to this Agreement agree that they will not discriminate against any employees because of age, race, sex, creed, color, sexual orientation, national origin, use of the Family Medical Leave Act (FMLA), or disability as defined under the American Disabilities Act (A.D.A) or Union affiliation

### **ARTICLE 4. PROBATIONARY PERIOD**

**Section 1.** During an employee's probationary period, an employee shall not be eligible for any employee benefits under this Agreement unless expressly provided otherwise; provided, however, that the Company shall pay employees during their probationary period at the applicable contract wage rates set forth in this Agreement.

**Section 3.** During any period of time that the no-strike/no-lockout provisions of this Agreement are not in effect, the arbitration provision of this Agreement contained in Article 37 shall similarly not be in effect.

#### **ARTICLE 39. SEPARATE AGREEMENTS**

**Section 1.** The Company agrees not to enter into any agreement or contract with its employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement or the National Labor Relations Act.

**Section 2.** It is understood and agreed that should any provision of this Agreement be in conflict with applicable law or be found by a court or agency having jurisdiction thereof to be unlawful or unenforceable, then said provision(s) shall be null and void, but the remainder of this Agreement shall continue in full force and effect.

#### **ARTICLE 40. SEVERABILITY AND SAVINGS CLAUSE**

Should any provision(s) of this Agreement be found to be unlawful or unenforceable by a court or agency having jurisdiction thereof, the parties shall meet within ninety (90) days to bargain such matter(s). If the parties fail to reach an agreement, the matter shall be subject to the grievance and arbitration provisions of this Agreement.

#### **ARTICLE 41. PENSION**

**Section 1.** Effective April 25, 2010 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of **eighty-eight dollars and forty cents (\$88.40) per week**. Effective May 1, 2011 the sum of **ninety- one dollars and ninety cents (\$91.90) per week**. Effective April 29, 2012, the sum of **ninety-five dollars and sixty cents (\$95.60) per week**. Effective April 28, 2013, the sum of **ninety-nine dollars and forty cents (\$99.40) per week**. Effective April 27, 2014, the sum of **one hundred-three dollars and forty cents (\$103.40) per week**, for each employee covered by this Agreement, who has been on the payroll thirty (30) calendar days or more.

The 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.

By the execution of this Agreement, the Company agrees 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 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 Company of such absence, the Company shall continue to make the required contribution for a period of four (4) weeks. If an employee is injured on the job, the

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Company 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. If an employee is granted a leave of absence, the Company 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 (such contribution period shall not exceed fifty-two (52) weeks).

#### **ARTICLE 42. FUNERAL LEAVE / JURY DUTY**

**Section 1.** In the event of a death in the immediate family of an employee past his or her probationary period, such employee shall be entitled to time off at **the Employees average earnings per day up to a maximum of three (3) days**. An employee will not be entitled to funeral leave unless he or she attends the funeral of the deceased and upon request provides proof thereof. The immediate family shall consist of mother, father, sister, brother, husband, wife, son, daughter, step-child, adopted child, mother-in-law, father-in-law, and grandchildren.

**Section 2.** In the event of a death of a non-probationary employee's grandmother, and/or grandfather, such Employee shall be entitled to time off at **the Employees average earnings per day up to a maximum of two (2) days**. An employee will not be entitled to funeral leave unless he or she attends the funeral of the deceased and upon request provides proof thereof.

**Section 3.** An employee past his or her probationary period who is summoned and reports for jury duty in a court of record shall be excused from work. The employee shall receive pay for jury service on days he or she otherwise would have been scheduled to work as follows:

If the employee is absent for entire shift, **the employee will be paid one hundred (\$100.00) dollars per day**

If he or she performs jury service and works on the same day, the employee will be paid the difference, if any, between his or her actual earnings for the day plus the jury duty pay received and one hundred dollars (\$100.00) per day for his or her regular shift.

**Section 4.** The employee will present proof of service on the jury and of the amount of jury pay received. The payment to an employee shall not exceed ten (10) working days during the life of this Agreement.

**Section 5.** Payment shall be made only if the employee:

- (A) Where practicable, gives the Company sufficient prior notice of his or her summons for jury duty to schedule a replacement; and
- (B) When released or excused from such duty, returns to work.



**AGREEMENT**

**BETWEEN**

**THE AMERICAN BOTTLING COMPANY**  
**South Bend, Indiana**  
**Inside and Outside Employees**

**AND**

**TEAMSTERS LOCAL UNION NO. 364**



Covering the period from August 16, 2013 through March 3, 2018

**RECEIVED**

SEP 24 2013

**CONTRACT  
DEPARTMENT**

## AGREEMENT

This Agreement is made and entered into between THE AMERICAN BOTTLING COMPANY, located at South Bend, Indiana (hereinafter referred to as the "Company" or "Employer") and TEAMSTERS LOCAL UNION No. 364, located at South Bend, Indiana (hereinafter referred to as the "Union"), acting as the bargaining agent.

### ARTICLE 1

1.1 The purpose of this Agreement is to promote and improve relations between the Company and its employees; aid toward economical and profitable operations; accomplish and maintain the highest efficiency and quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; insure against any interruption of work, slowdown, or other interference with work performance; strengthen good will, mutual respect and cooperation; set forth the rates of pay, hours of work, and conditions of employment.

1.2 Any reference herein to the male gender shall include the female gender as well.

1.3 To the extent of applicable law, the parties agree that they will not discriminate against any employee because of age, race, sex, creed, color, national origin, disability, Union affiliation, and any other area protected by applicable law.

1.4 The Company recognizes and acknowledges that the Union is the exclusive collective bargaining agent in the bargaining unit consisting of all employees of the Company at its South Bend facility performing work as Combination Delivery Drivers, Delivery Trainees, Warehousemen, Full Service Delivery Representatives, Vending Technicians, Hourly/Bulk Delivery Drivers, Delivery Service Representatives, but excluding office clerical and technical employees, Guards, Mechanics, Checkers, Area Sales Managers, Merchandisers, Supervisors as defined in the National Labor Relations Act, as amended, and all other employees not specifically included in the bargaining unit.

1.5 During an employee's probationary period, an employee shall not be eligible for any employee benefits under this Agreement unless expressly provided otherwise; provided, however, that the Company shall pay employees during their probationary period at the applicable contract wage rates set forth in this Agreement.

1.6 (a) The Company may secure new employees from any source whatsoever. During the first ninety (90) calendar days of association, a new employee shall be on a probationary basis and may be terminated at the sole and exclusive discretion of the Company, without recourse, for any reason whatsoever. It is agreed that the probationary period may be extended by written mutual consent by the Company and Union for a reasonable period, not to exceed an additional thirty (30) days.

(b) Utility employees shall not fall under this provision. Utility employees will be utilized as vacation relief and as extra help to facilitate delivery of product and to perform other work. No

24.8 This agreement is subject to all Federal, State and Local laws.

The Parties intend the health plans provided herein to comply with federal, state and local laws, including the Patient Protection and Affordable Care Act of 2010 (PPACA or Act) and any regulations or regulatory guidance implementing the Act.

Specifically, the health insurance provided herein is intended to satisfy the Company's obligation to provide full-time employees covered by this Agreement with minimum essential health care coverage that provides minimum value within the meaning of the PPACA. In the event that the employee's share of premiums is deemed unaffordable for an individual employee within the meaning of PPACA, and the employee receives a government subsidy, credit, or coverage through a state exchange, any of which result in an excise tax being assessed on the Company, the Company shall have the option of enrolling that particular employee in a Company sponsored health plan at a cost that is affordable to the employee under the Act.

Notwithstanding any terms in this Agreement to the contrary, including but not limited to any terms defining full-time, temporary or probationary status, the Company shall have the right to determine who is a full-time employee within the meaning of PPACA and to use any look-back or stability period provided by regulatory guidance to make that determination. The Company's agreement to provide health insurance coverage extends only to those employees who are "full-time" within the meaning of PPACA.

Notwithstanding any terms in this Agreement to the contrary, the Company shall have the right to automatically enroll full-time employees in the health plans described above to the extent necessary to comply with PPACA or any other applicable law.

Should any of the medical plan options provided herein exceed statutory value limits resulting in an excise tax or penalty to be imposed on the Company under PPACA, the Company may replace the medical plan option with an alternative cost-compliant plan.

## **ARTICLE 25** **PENSION**

25.1 The Company shall contribute weekly as follows to the Central States, Southeast and Southwest Areas Pension Fund for each eligible employee covered by the Agreement who has been on the payroll sixty (60) days or more per the default plan set forth by the Central States Pension Fund:

Year 1 (9/1/13 through 8/31/14) - \$46.80

Year 2 (9/1/14 through 8/31/15) - \$48.70

Year 3 (9/1/15 through 8/31/16) - \$50.70

Year 4 (9/1/16 through 8/31/17) - \$52.70

Year 5 (9/1/17 through expiration of the Agreement) - \$54.80

If Central States Pension Fund should require rehabilitation contributions greater than those set forth above, the Company reserves the right to renegotiate retirement provisions under the contract.

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

25.3 The Company will establish and provide a 401(k) plan to all eligible employees covered under this Agreement. The Company shall not be obligated to make any contributions whatsoever to employee 401(k) accounts. The Company reserves the right to amend or modify the 401(k) plan, and the Plan Document (including any modifications) governs at all times.

#### **ARTICLE 26** **DURATION OF AGREEMENT**

26.1 This Agreement constitutes the entire agreement between the parties and supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein. There shall be no verbal agreements during the term of this Agreement modifying or varying its provisions. Any such agreements must be in writing and executed by both parties.

26.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to in this Agreement.

26.3 This Agreement shall become effective as of August 16, 2013, and shall continue in effect until 11:59 p.m. on March 3, 2018, and thereafter for additional annual periods unless terminated by either party hereto as below provided.

**Agreement**  
**By and BETWEEN**

**THE CLEVELAND DRAYMEN ASSOCIATION**  
**AMERICAN INDUSTRIAL RIGGING CO.**

**AND**

**TEAMSTERS UNION LOCAL NO. 407, Affiliated**  
**with the**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**SEPTEMBER 1, 2014 – AUGUST 31, 2017**

**RECEIVED**

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**CONTRACT  
DEPARTMENT**

Page 1 of 41

**SEPTEMBER 1, 2014 - AUGUST 31, 2017**

THIS AGREEMENT made and entered into this first (1<sup>st</sup>) day of September 2014, by and between the undersigned, THE CLEVELAND DRAYMEN ASSOCIATION, whose members are hereinafter to as the "Employer" and TEAMSTERS UNION LOCAL NO. 407, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union".

The Cleveland Draymen Association is an association of firms, persons, and corporations engaged in the moving, rigging, and erecting of equipment and machinery in the building and construction industry who have joined together as one group for the purpose of collective bargaining.

The Local is a voluntary organization composed of persons employed in the moving, rigging, and erecting industry, some of whom are employed by the Employer.

The above parties desire to stabilize employment in the said industry, to agree upon wage rates, standards, and conditions of employment, and to eliminate strikes, lockouts, boycotts, stoppages of work, and other forms of industrial disturbances, and do further desire to regulate the mutual relationship between the employers and employees in the industry in this vicinity, with the view of securing harmonious cooperation between them, and with the further view of establishing ways and means for collective bargaining and for settlement of grievances and disputes.

Corporate reorganizations by a signatory Employer occurring during the term of this Agreement shall not relieve the signatory Employer of the obligation of this Agreement during its term.

THEREFORE, the said Employer and the said Local, acting by their duly authorized representatives in conference, and after due consideration and study of the matters hereinafter treated and upon approval of the said employers and employees, hereby agree:

### **JURISDICTION**

The Employer shall assign all of the following building and construction industry work to the Riggers, members of Truck Drivers Union, Local No. 407, who are working under this Movers, Riggers and Erectors Agreement: the operation of all powered industrial lift trucks, carry decks, power gantries, forklifts, mobile lifts, industrial trucks, winches mounted on trucks, tractors, or "cats," and all lifting equipment as defined in, but not limited to OSHA 1910.178 that are used in the rigging, moving, installation and erection of all immobile machinery and equipment that becomes an integral part of the structure on the site of the construction, alteration or repair; the handling of any stock or materials (as in a plant move); and the actual rigging, moving, installation and erection of immobile machinery and equipment that becomes an integral part of the structure or is necessary to the general use of the structure at site of the construction, alteration or

Employers who are delinquent must also pay all attorney fees and costs of collection, and assume any liability for benefits not paid by virtue of their delinquency.

### Section 3. PENSION FUND

(a) The pension fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this contract.

(b) If an employee is absent because of illness or an off-the-job injury (which can be verified by a doctor of hospital statement) and notifies the Employer of such absence, the Employer shall continue to pay the required contributions for the period, if any, necessary to give the employee pension qualifying credit for the year, but such period shall not exceed a total of four (4) weeks from the commencement date of absence.

If any employee is absent due to an on-the-job injury, the Employer shall continue to pay the required contributions for the period, if any, necessary to give the employee pension qualifying credit for the year, but such period shall not exceed a total of fifty-two (52) weeks from the commencement date of absence.

If an employee is granted a leave of absence, such employee shall make arrangements to pay or have paid the required amount of monies to the pension fund for the period of the leave of absence.

(c) 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 Central States, Southeast and Southwest Areas Pension Fund, in accordance with the rules and regulations of the Trustees of the Central States, Southeast and Southwest Areas Pension Fund, the Fund shall have the right to take such action as it deems necessary until such delinquent contributions are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for any losses resulting therefrom.

(d) The Employer shall make contributions for pension to the Central States, Southeast and Southwest Areas Pension Fund for each regular employee. The daily rate of contributions effective 9/1/2014 is \$56.10 per day; effective 9/1/2015, \$59.50 per day; effective 9/1/2016, \$61.90 per day.

Weekly contributions shall be paid for each employee for such week or weeks while he is on vacation.

Any employee who is not a regular employee shall have pension contributions paid as follows:

Pension - 20% per day paid to Central States, Southeast and Southwest Areas Pension Fund.

(e) Action for delinquent contributions may be instituted by either the Union or Central States, Southeast and Southwest Areas Pension Fund. Employers who are delinquent must also pay all attorneys' fees and costs of collection, and assume any liability for benefits not paid by virtue of their delinquency.

#### **Section 4. DELINQUENT CONTRIBUTIONS**

(a) Contributions are due on the fifteenth (15) day of the month for the preceding month, but shall not be deemed delinquent until the last business day of the month in which the contributions are due.

(b) 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 the Central States, Southeast and Southwest Areas Health and Welfare Fund or the Central States, Southeast and Southwest Areas Pension Fund, in accordance with the rules and regulations of the Trustees of the Central States, Southeast and Southwest Areas Health and Welfare Fund or the Central States, Southeast and Southwest Areas Pension Fund, either Fund shall have the right to take such action as they deem necessary until such delinquent contributions are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for any losses resulting therefrom.

(c) Action for delinquent contributions may be instituted by either the Union or either Fund. Employers who are delinquent must also pay all attorneys' fees and costs of collections, and assume any liability for benefits not paid by virtue of their delinquency.

### **ARTICLE V GENERAL DUTIES OF EMPLOYERS AND EMPLOYEES**

#### **Section 1. FURTHER THE CAUSE OF THE INDUSTRY**

The Union and the Employers agree that each will do their utmost to further the cause of the industry.

#### **Section 2. EQUIPMENT, ACCIDENTS, REPORTS**

(a) The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition, including, but not limited to, equipment which is acknowledged as overweight or not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement or basis for discipline where employees refuse to operate such equipment, unless such refusal is unjustified. All equipment which is refused because it is not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint. After such equipment is repaired, the Employer shall place on such equipment an "OK" in a conspicuous place so the driver can see the same.



AMERICAN MATERIALS LLC  
ACCOUNT NO.: 0254650-0101-662-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 (cba) after the employee has been on the Employer's payroll for thirty (30) days or more, regardless of their probationary or seniority status. Contributions will be remitted for all compensated periods.

AMERICAN MATERIALS LLC

LOCAL UNION NO. 662

By: Redacted by U.S. Treasury

By: Redacted by U.S. Treasury

Title: G.M.

Title: Business Agent

Date: 9-14-05

Date: 9-16-05

# LABOR AGREEMENT

Between

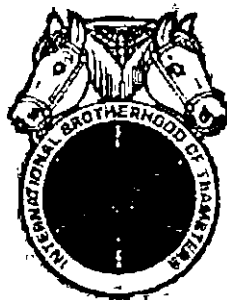
**AMERICAN MATERIALS, LLC**

Eau Claire, Wisconsin

and

**GENERAL TEAMSTERS UNION  
LOCAL 662**

Eau Claire, Wisconsin



**RECEIVED**

JAN 22 2014

CONTACT  
DEPARTMENT

For the Period  
March 31, 2013 through April 2, 2016

American Materials, LLC Eau Claire, Wisconsin  
03-31-13 through 04-02-16

## LABOR AGREEMENT

THIS AGREEMENT, made and entered into as of the 31st of March 2013, by and between AMERICAN MATERIALS, LLC, a Wisconsin Corporation, hereinafter referred to as "Employer", and GENERAL TEAMSTERS UNION, LOCAL 662, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

WITNESSETH: That parties hereto, for and in consideration of the mutual promises and obligations hereinafter imposed, and mutual benefits derived, agreed to, and with each other, are as follows:

### ARTICLE 1

#### SCOPE OF OPERATIONS COVERED

It is understood and agreed that this Agreement shall apply in the State of Wisconsin. When employees covered by this Agreement work on a project where a higher rate is required by state or federal law, the employees covered by this Agreement shall be paid that higher rate for work performed on that project, but in no case less than the rate provided in this Agreement.

### ARTICLE 2

#### MANAGEMENT RIGHTS

**Section 1.** It is agreed that the management of the Employer and its business, and the direction of its working force, is vested exclusively in the Employer, and that this includes, but is not limited to the following: to direct and supervise the work of its employees; to hire, promote, transfer, recall or layoff employees or to demote, suspend, classify, discipline or discharge employees; to plan, direct and control operations and production schedules; control raw materials, semi-manufactured and finished parts which may be incorporated in the products manufactured, supplied or installed; to determine the amount and quality of the work needed, by whom it shall be performed and the location where such work shall be performed; to determine to what extent any process, service or activity of any nature whatsoever shall be added, modified, eliminated or obtained by contract with any other

**ARTICLE 21**

**PHYSICAL EXAMINATIONS:**

Any employee required either by the Company or by law, to take any kind of physical or mental examination as a condition of continued employment, shall comply immediately. Such examination shall be made by an accredited healthcare professional and shall be paid by the Employer.

**ARTICLE 22**

**RETIREMENT**

The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the following:

Effective:	03-31-13	\$132.30
	03-31-14	\$140.20
	03-31-15	\$148.60

for each week in which the employee covered by this Agreement works, providing the employee has been on the payroll thirty (30) days or more.

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.

By the execution of this Agreement, the Employer recognizes 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 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.

Action for delinquent contributions will be instituted by the Local Union and/or the Trustees of the Fund. Employers who are delinquent must also pay all attorney fees and cost of collection.

### ARTICLE 23

#### POSTING OF NOTICE

The Employer agrees to the posting within his business premises of notice of union meetings by an elected or appointed official of the Union.

### ARTICLE 24

#### UNION COOPERATION

The Union, as well as the members thereof, agrees at all times as fully as it may be within their power to further the interests of the Employer represented by the members of the Agreement.

### ARTICLE 25

#### INSPECTION PRIVILEGES

All Union representatives will personally contact the Vice President, or higher position in management, of the operation they wish to inspect.

Upon obtaining permission from the Company office, Union Business Agents shall have access to the Employer's place of business during working hours for the purpose of adjusting disputes and ascertaining that the Agreement is being adhered to. The Business Agent shall not, in any way, interfere with the work of any employee of the Company.

### ARTICLE 26

#### HOURS OF WORK

The regular work week shall consist of five (5) eight (8) hour days, Monday through Friday of each week. Time and one-half (1 1/2) the straight time hourly rate shall be

AGREEMENT  
Between

AMERICAN SUGAR REFINING INC.  
CHALMETTE REFINERY

and

GENERAL TRUCK DRIVERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS LOCAL NO.270,  
affiliated with the INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND  
HELPERS OF AMERICA, AFL-CIO.

February 1, 2010 to February 2, 2015

**RECEIVED**

**JUN 09 2011**

**CONTRACT  
DEPARTMENT**

## AGREEMENT

THIS AGREEMENT made at New Orleans, Louisiana, on February 15, 2010, between Domino Chalmette Refinery of American Sugar Refining, Inc. (hereinafter called the "Company" or "Management"), and the GENERAL TRUCK DRIVERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS LOCAL NO.270, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, (hereinafter called the "Union" or "Local 270") who hereby agree to be bound by the following terms and provisions covering wages and working conditions.

### ARTICLE I UNION RECOGNITION

- (1.01) The Company, during the life of this Agreement, recognizes the Union as the exclusive representative of all employees whose classifications are listed in Article VII of this Agreement, and for other classifications that may be created in the department, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment. The pronouns "he", "his", and "him" are used herein to refer to female as well as male such employees whose classifications are listed in Article VII of this Agreement.

### ARTICLE II UNION SECURITY

- (2.01) All present employees who are members of the Local Union upon the execution of this Agreement shall remain members of the Local Union in good standing as a condition of continued employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall on and after the 90<sup>th</sup> day following the beginning of their employment or on and after the 90<sup>th</sup> day following the execution of this Agreement, whichever is the later, become and remain members in good standing of the Local Union as a condition of employment.
- (2.02) The Employer agrees to deduct from the pay of each employee each month all uniform, periodic dues and/or initiation fees of Local No. 270 and pay such amount deducted to said Local 270 for each and every employee, provided, however, that the Union presents to the Employer authorizations signed by such employees, allowing such deductions and payments to the Local Union as aforesaid.
- (2.03) The Union shall indemnify and defend the Company and hold it harmless against any and all suits, claims, demands and liabilities (including reasonable legal fees and expenses) that shall arise out of or by reason of any action that shall be taken by the Company for the purpose of complying with the foregoing provisions of this Article or in reliance of any list, notice or assignment which shall have been furnished the Company under any of such provisions.

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 contribution 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.

- (21.03) Contributions to the Health and Welfare 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 Employer but not under the provisions of this Agreement, 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 paragraph.
- (21.04) Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund, shall continue to make such payments for the life of this Agreement.
- (21.05)(a) In April 1997, the Company will establish a tax advantaged 401(k) plan, following the guidelines of ERISA and all applicable laws, and providing suitable investment opportunities.

## ARTICLE XXII PENSION PLAN

(22.01) The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the following sums per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more effective February 1, 2000:

As of 4/5/10	\$ 93.90
As of 2/7/11	101.40
As of 2/6/12	107.50
As of 2/4/13	111.80
As of 2/3/14	116.30

(22.02) There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southeast and Central States Area 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.



(22.03) 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. 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.

(22.04) 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 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.

#### **ARTICLE XXIII SEPARABILITY**

(23.01) Nothing in this agreement shall require either party to act in violation of any federal or state law or regulation. If any of the provisions of this agreement shall be held in violation of any federal or state law or regulation, such determination shall not in any way affect the remaining provisions of this agreement. The provisions of this agreement construed to be in violation will be null and void and the Union and Company will meet within thirty (30) days to negotiate a valid provision to replace the voided provision.

#### **ARTICLE XXIV EFFECT AND DURATION**

(24.01) It is understood that nothing in this Agreement restricts the Company in its determination as to which of its facilities should be used for the production, storage or shipping of its products.

(24.02) This Agreement, except as otherwise herein stated, shall become effective upon the date of execution, and shall continue in effect for five (5) years from February 1, 2010 to February 2, 2015 and shall be renewed automatically thereafter from year to year unless sixty (60) days prior to the expiration of any such contract period, either party shall notify the other in writing of a desire to change or terminate the Agreement.

(24.03) Any notice from the Union shall be delivered to the Company only when actually sent to the Refinery Manager, or his designated representative, by registered or certified letter with returned receipt requested. Any notice from the Company shall be delivered to the Union only when actually sent to the President, or his designated representative, by registered or certified letter with returned receipt requested.

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**COLLECTIVE BARGAINING AGREEMENT**

*Between*

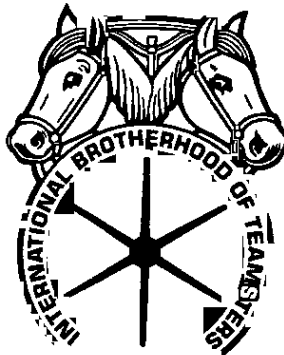
**AMERIGAS PROPANE, INC.**

*And*

**TEAMSTERS LOCAL UNION NO. 769**

**AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**MIAMI, FLORIDA**



**APRIL 1, 2011 THROUGH MARCH 31, 2016**

**AGREEMENT**

This Agreement, made and entered into this 12<sup>th</sup> day of APRIL, 2011, by and between **AmeriGas Propane, Inc.**, its successors or assigns, hereinafter called the "Company" or "Employer", and **Teamsters Local Union No. 769**, affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

**WITNESSETH**

Whereas, the parties hereto have established a basic understanding relative to the terms and conditions of employment of the employees by the Employer:

Now therefore in consideration of the promises set forth herein and the benefits and advantages accruing or expected to accrue to the parties hereto and those covered by this Agreement by reasons thereof, the said parties hereby for themselves, their respective successors, legal representatives and assigns, agree as follows:

**ARTICLE I**  
**UNION RECOGNITION**

**SECTION 1** - The Company recognizes the Union as the exclusive collective bargaining representative with respect to rates of pay, hours of work, and other conditions of employment for all job classifications of Service Specialist, Service A, Service B/Install, Tank Truck Driver, PPX Driver, Cylinder Driver, Meter/Helper/Utility, and Plant Operator employed by it in Dade, Broward, and Monroe Counties, Florida, but excluding PSR employees, supervisors and office clericals.

**SECTION 2** - This Agreement constitutes the sole agreement between the Company and the Union.

**SECTION 3** - The Company will not enter into any other agreement with anyone relating to the subject matter of any provision or terms of this agreement. No waiver, variation or modification of any term or provision of this Agreement shall be effective unless reduced to writing and signed by the authorized representatives of the parties.

**SECTION 4** - Should the Company acquire other properties in Dade, Broward or Monroe Counties, Florida, engaged in the same business, it shall come under the provisions of this contract unless there is another union lawfully recognized at that location.

SECTION 5 - The Company will continue to permit employees to purchase bottled gas for their individual use at the Company-wide employee propane rate providing this is not in conflict with any other agreement the Company may have.

SECTION 6 - The Company will provide and maintain bulletin boards for the exclusive use of the Union in each plant. Said bulletin boards shall have painted thereon at the top the words, "Teamsters bulletin board."

SECTION 7 - The Company shall provide a night depository for employee's reports and funds.

SECTION 8 - The Company will furnish "Halt" or some other approved product to all meter readers for their protection.

SECTION 9 - Any employee assigned to work in the Keys (Monroe County) who is not regularly assigned there shall be reimbursed by the Employer for: (1) hotel room expenses at a hotel approved by the Employer; (2) for reasonable meal expenses upon the presentation of receipts; (3) for one telephone call home per day of reasonable duration; and (4) for other travel expenses in accordance with the Employer's Travel Policy.

**ARTICLE 26**  
**PENSION**  
**and**  
**ACCRUED SICK LEAVE**

SECTION 1 -

a. The Employer shall contribute to Central States Pension Fund the sum of Sixty-One Dollars and Seventy Cents (\$61.70) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective April 1, 2012, the Employer shall contribute to Central States Pension Fund the sum of Sixty-Six Dollars and Sixty Cents (\$66.60) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective April 1, 2013, the Employer shall contribute to Central States Pension Fund the sum of Seventy-One Dollars and Ninety Cents (\$71.90) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective April 1, 2014, the Employer shall contribute to Central States Pension Fund the sum of Seventy-Seven Dollars and Seventy Cents (\$77.70) per week

for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective April 1, 2015, the Employer shall contribute to Central States Pension Fund the sum of Eighty-Three Dollars and Ninety Cents (\$83.90) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

- b. It is agreed that no pension contribution shall be paid for PSRs because they are not covered by this collective bargaining agreement.

SECTION 2 - This fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND.

SECTION 3 - If the 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 the 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 4 - 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 Article.

SECTION 5 - Any employee with accrued and unused sick leave as of April 1, 2002, shall have his sick leave accrual frozen. This accrued, frozen sick leave may not be used during the life of this contract and shall not be increased during the life of this contract. Any employee retiring during the life of this Agreement shall receive fifty percent (50%) of his/her accrued and unused sick leave at his/her prevailing straight time rate. Vacation and personal holidays must be utilized prior to going on no-pay status.

#### ARTICLE 27 HEALTH & WELFARE

The Company shall provide the same programs for medical, prescription drugs, mental health, substance abuse, dental, life insurance, long and short term disability, employee assistance program and tuition assistance as is available to all other employees of AmeriGas and on the same basis.

**AGREEMENT  
BY AND BETWEEN**

**AMERIGAS L.P.  
CICERO, ILLINOIS**

And

**LOCAL UNION NO. 781  
AFFILIATED WITH THE  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS**

**June 1, 2013  
to  
May 31, 2016**

**RECEIVED**

**NOV 18 2014**

**CONTRACT  
DEPARTMENT**

## AGREEMENT

THIS AGREEMENT, dated June 1, 2013 by and between **AmeriGas L.P.**, 3501 S. Cicero Avenue, Cicero, hereinafter called the "Company," and **Local Union 781**, affiliated with the Brotherhood of Teamsters, hereinafter called 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 Company agrees to recognize, and does hereby recognize the Union, its agents, or representatives as the exclusive bargaining agency for all of the employees of the Company herein defined.

**Section 2.** The term "employee" as used in this Agreement includes all dockworkers, but excludes all other employees of the Company.

**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 a duly authorized representative of the Union.

**Section 4.** The Company agrees that it will not sponsor or promote, financially or otherwise, any 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 5.** The Company agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Time and one-half will be paid for all hours worked in excess of forty (40) per week. The payroll week shall be seven (7) consecutive calendar days as determined by the Company. Double time shall be paid for all hours worked on Sunday.

**ARTICLE 9 - WAGES**

The employees shall receive the following wages:

June 1, 2013	\$21.15
June 1, 2014	\$21.57
June 1, 2015	\$22.00

**New Employee – Start Rate**

The following shall be the rate of pay for newly hired employees:

June 1, 2013	\$16.60
June 1, 2014	\$16.94
June 1, 2015	\$17.36

**ARTICLE 10 - BENEFIT PLANS**

The Union has negotiated participation in the Company Benefits Program. As such, the employees will be entitled to benefits under the same terms and conditions that apply to all other employees. The benefits program is normally defined as the benefit plans covering life insurance, medical, dental, short-term disability, long-term disability and the flexible spending account. The Union recognizes that the benefits program may be changed, modified or terminated at any time. Any dispute in regard to any of the plans is subject solely to the appeals procedure of the particular plan.

**ARTICLE 11 - PENSION**

Effective June 1, 2013 the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred Forty Six Dollars and 20



cents (\$146.20) 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 Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred Fifty Two Dollars and 10 cents (\$152.10) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective June 1, 2015 the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred Fifty Eight Dollars and 20 cents (\$158.20) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Such payments shall be made to the Central States Southeast and Southwest Areas Pension Fund in accordance with the trust instrument establishing said Pension Fund. The Company ratifies and confirms the appointment of the Company trustees, who shall together with their successor trustees, designated in the manner provided in said trust instruments, and jointly with an equal number of trustees appointed by the labor organizations, carry out the terms and conditions of the trust instruments.

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

the 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 contract, including weeks where work is performed for the Company 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.

**ARTICLE 12 - VACATION**

All full-time, active employees are entitled to vacation according to one of the following schedules, with the exception of employees hired after June 1, 2013 who shall be subject to the PTO Addendum which is attached hereto:

For employees hired after July 1, 1991:

<b><u>Calendar Years of Service</u></b>	<b><u>Vacation Entitlement</u></b>
Less than 1 year	Prorata
1 - 7 years	2 weeks
8 - 14 years	3 weeks
15 years and over	4 weeks

For employees hired before July 1, 1991:

<b><u>Calendar Years of Service</u></b>	<b><u>Vacation Entitlement</u></b>
1 - 4 years	2 weeks
5 - 11 years	3 weeks
12 - 21 years	4 weeks
22 years and over	5 weeks

Vacation entitlement is accrued on a current calendar year basis. In other words, vacation is earned and must be taken in the same calendar year. If an employee terminates before their first anniversary they will reimburse the company for any vacation

**COLLECTIVE BARGAINING AGREEMENT**

BY AND BETWEEN

ABM PARKING SERVICES ✓

AND

TEAMSTERS LOCAL 641

I.B. OF T.C.W. & H. of AMERICA.

SEPTEMBER 15, 2012 – SEPTEMBER 14, 2015

**RECEIVED**

APR 10 2013

**CONTRACT  
DEPARTMENT**

THIS AGREEMENT, entered into as of September 15, 2012 between ABM PARKING SERVICES, hereinafter referred to as "Company", and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 641, hereinafter referred to as "Union."

ARTICLE 1

DEFINITIONS

Section 1: Whenever the term "Employee" or "Employees" is used in this Agreement, it shall refer only to persons embraced and included within the recognition clause below, and to no others.

Section 2: "Company" is defined as ABM Parking Services.

Section 3: "Facility" is defined as Newark Liberty International Airport Parking facility.

Section 4: "Anniversary Date" is defined as the date on which an Employee commenced employment at the Facility provided however that the Employee has been continuously employed at the Facility. "Contract Year" is defined as the twelve (12) consecutive month period from September 15 of any calendar year during which this Agreement is in force.

ARTICLE 2

RECOGNITION

Section 1: The Company recognizes the Union as the sole and exclusive collective bargaining agent for and on behalf of its group of its Full Time and Part-Time employees at Newark Liberty International Airport, expressly excluding causal/temporary employees, all other locations, confidential employees, office clerical employees, guards, Field Supervisors and Supervisors-In-Charge and other supervisors as defined in Section 2 (11) of the National Labor Relations Act, as amended.

ARTICLE 3

UNION SECURITY

Section 1: All Employees who are members of the Union and all Employees who become members of the Union after the signing of this Agreement shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement. Employees covered by this Agreement who are not members of the Union at the time this Agreement is executed shall be required as a condition of continued employment to become members of the Union after the thirty-first (31st) day following such execution.

All Employees covered by this Agreement hired after the execution of this Agreement shall be required as a condition of continued employment to become members of the Union after the thirty-first (31st) day following this beginning of their employment.

An Employee who shall tender the regular initiation fee (if not already a member) and the periodic dues shall be deemed to meet this condition.

Section 6: Time off for Union activities will be granted providing that there shall be no disrupting of the Company's operations. The Company agrees to grant the necessary time off, without pay, to not more than three (3) Employees designated by the Union to attend a Labor Convention or serve in any capacity on official Union business.

Section 7: The Company shall abide by all of the requirements of applicable federal and state family & medical leave laws as the same shall be from time to time amended. It is further agreed that seniority (but not any benefit entitlements) shall continue to accrue during any authorized and approved absences due to illness, accident or disability for a period not to exceed one (1) year.

#### ARTICLE 24

##### DRUG AND ALCOHOL TESTING

Section 1: Should any Employee be involved in an accident of any nature or sustain an on the job injury, the Company reserves the right to request that Employee submit to an Company paid physical examination which will include both drug and alcohol test, if the tests indicate the presence of illegal drugs or alcohol, the Employee will be terminated. Employees who refuse to be examined and tested will be terminated.

Section 2: The parties recognize that the employees covered by this Agreement are engaged in sensitive work located in areas essential to national security and are responsible for the safety of the worksite and the airport facility in which it is located. The Employer may require employees to submit to periodic random testing to detect use of alcohol, illegal drugs or controlled substances, with or without warning, but only as may be permitted or authorized by law. A positive test or a refusal to test shall result in termination of the employee, however, an employee who confesses to a drug or alcohol abuse problem prior to actual testing will not be automatically terminated so long as the employee enters into a certified substance abuse program (at Employee's cost) and successfully completes same, in which case such an Employee shall be subject to non-random testing thereafter in Company's reasonable discretion.

#### ARTICLE 25

##### PENSION

Section 1: The Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, for each employee covered by this Agreement who has been on the payroll for thirty (30) calendar days. A contribution is due for any week in which the employee works or is compensated at the following rates:

<u>Effective Date</u>	<u>Contribution (per Week)</u>
July 29, 2012	\$23.50 per week
July 29, 2013	\$25.40 per week
July 29, 2014	\$27.40 per week
July 29, 2015	\$29.60 per week

Section 2: Each full time Employee who retires at age 65 or older, shall receive one (1) day's pay for each year of service with the Company for service years five (5) through ten (10). S/he shall receive one and one-half (1 ½) days pay for each year of service with the Company in excess of ten (10). For example, an Employee with eleven (11) years of service would receive six and one-half (6 ½) days of pay. This entire supplemental payment shall be made with a single check tendered on the date of the Employee's retirement.

## ARTICLE 26

### SUCCESSORSHIP AND/OR TERMINATION OF COMPANY SERVICES

Section 1: The Company shall give notice of the existence of this Agreement to any purchaser, transfer, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing within thirty (30) days of the time the seller, transferee, or lessor executes a contract or transaction as herein described. The Company shall cease to be bound by this Agreement as of the date it is no longer the operator of the Facility, but shall be responsible for all benefits and wages accrued as of the date that the Company ceases to be operator of the Facility. Should the operations covered by this Agreement be awarded to a successor operator, the Company shall so notify the Union in writing at the earliest practicable date preceding such change in operator.

Section 2: The Union binds itself to hold this contract in force to its termination; and agrees that no part of this Agreement shall be assigned to any labor organization other than those, which are parties hereto, without the consent of the parties hereto.

Section 3: In the event the Company's parking operation at Newark Airport should be permanently terminated, the Company shall give the Union as much advance notice as possible under the circumstances existing at the time, but in no event shall any notice be less than that required by any law, regulation, or Port Authority policy, and not shorter than any clause in this contract may require. If at any time during the term of this Agreement should the Company's agreement with the Port Authority of NY & NJ to operate the parking facility at Newark Airport be terminated for any reason, Company shall have the right to terminate employment of all of the Employees covered under this Agreement without liability and without any financial obligation as set forth in the terms of this Agreement, other those obligations already accrued and owing to any employee.

FIVE STAR PARKING  
ACCOUNT NO. NEW EMPLOYER

LETTER OF UNDERSTANDING AND AGREEMENT

Contributions will be remitted to the Central States Pension Fund on behalf of any employee, including part-time and casual, covered by the collective bargaining agreement (CBA) after the employee has been on the Employer's payroll for thirty (30) calendar days. Contributions will be remitted at the full weekly amount for all compensated periods, including paid vacations, paid holidays, and actual time worked.

This Letter of Understanding and Agreement shall remain in effect as long as the Employer is obligated by contract or operation of law to contribute to the Pension Fund on behalf of any of its employees and shall not be terminated by the termination of the current or any successor collective bargaining agreement, nor shall it be superseded or modified by any subsequent agreement between the parties (except an agreement that shortens the period of time before contributions shall be due on behalf of employees).

FIVE STAR PARKING

LOCAL UNION NO. 723

Redacted by U.S. Treasury

Redacted by U.S. Treasury

By:

Title: General Manager

Title: Secy - Treas

Date: 1/12/04

Date: 3/11/04

**WORKING AGREEMENT**

**BETWEEN**

**AMPRO SERVICES, INC.**

**AND**

**TEAMSTERS LOCAL NO. 120**

**Affiliated with the International Brotherhood of Teamsters**

**May 1, 2012 through April 30, 2015**

**RECEIVED**

**APR 08 2013**

**CONTRACT  
DEPARTMENT**



## ARTICLES OF AGREEMENT

The undersigned **AMPRO SERVICES, INC.**, a Minnesota corporation, (hereinafter referred to as the "Employer"), and **LOCAL UNION NO. 120**, which is an affiliate of the International Brotherhood of Teamsters, (hereinafter collectively referred to as the "Union"), agree to be bound by the terms and provisions covering wages and working conditions as specified in this Agreement.

### ARTICLE 1 RECOGNITION

Section 1. The Union shall be the sole representative of employees in those classifications covered by this Agreement in collective bargaining with the Employer. There shall be no discrimination against an employee because of Union affiliation. The Union is not the bargaining representative for persons employed by Dedicated Logistics, Inc. ("DLI"), which leases drivers from AMPRO Services, Inc. ("Ampro") to staff DLI's union accounts.

Section 2. This Agreement is only applicable to persons employed by and on the payroll of Ampro who perform work in the classifications set forth herein within the geographic jurisdiction of the Local Union. Without limiting the generality of the preceding sentence, the parties agree that this Agreement is not applicable to:

Persons employed by or on the payroll of Dedicated Logistics, Inc.; provided that, during the term of this Agreement, DLI's non-union drivers will not perform work that historically has been performed by employees of Ampro ("union work"), unless Ampro first secures the written permission from Local 120. If the Employer asks the union for said permission, the Union agrees to negotiate in good faith about the issue and not to withhold its permission except for a good faith reason.

Section 3. If there is not enough union work for a driver covered by this Agreement, the Local Union and the Employer may agree that the Employer will assign the underemployed union driver to drive a non-union-DLI route for a definite period of time. In such an event, the driver shall remain on the payroll of Ampro and continue to be covered by this Agreement. Such assignments of work shall in no event convert any non-union-DLI route into union work.

Section 4. The Employer shall have the right to choose any person as a new employee. All employees now within the bargaining unit who have been employed for thirty (30) calendar days or more, and all other employees in the bargaining unit after thirty (30) calendar days of employment shall become members of the Union and shall thereafter maintain membership in good standing as defined by the National Labor Relations Act as a condition of continued employment.

Section 5. The Employer recognizes the right of the Union to designate from among the employees of the establishment concerned a job steward or job committee to handle such Union business as may from time to time be delegated to the job steward or job committee by the Union Executive Board pertaining to employment relations at that establishment.

Action for delinquent contributions may be instituted by either the Local Union, the Area Conference or the Trustees. Employers who are delinquent must also pay all attorneys fees and costs of collections.

It is agreed, in the event an Employer is delinquent at the end of a period in the payment of its contribution to the Health and Welfare Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such Fund, the Local Union or the Area Conference, after the proper official of the Local Union shall have given seventy-two (72) hour notice to the Employer of such delinquency in Health and Welfare payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed in the event such action is taken, the Employer shall be responsible to the employees for losses resulting there from.

#### **ARTICLE 14 PENSION PLAN**

Effective May 1, 2012, the Employer agrees to contribute to the Central States Southeast and Southwest Areas Pension Fund ("Pension Fund") in accordance with Employer's Participation Agreement with the Pension Fund entered into contemporaneously with this Agreement. During the term of this Agreement, Employer's rate of contribution to the Pension Fund shall increase on an annual basis at the same rate that the contribution level increases for the Plan to which Employer contributes pursuant to the Participation Agreement. The Employer agrees to pay weekly contributions for employees who work or are compensated for one (1) day or more per week.

The contributions shall be subject to change at the determination of the Trustees of the Central States Southeast and Southwest Areas Pension Fund ("Pension Fund"). The rate of weekly contributions to the Pension Fund shall be the following on the effective dates:

<b>5-1-12</b>	<b>5-1-13</b>	<b>5-1-2014</b>
\$243.90	\$258.50	\$274.00

The Employer shall make such contributions to the Pension Fund (i) on behalf of regular employees in accordance with Article 3, Section 3; and (ii) on behalf of casual employees once they have worked 1,000 or more hours in any twelve (12) month period.

It is agreed in the event an 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, the Local Union or Area Conference, after the proper official of the Local Union shall have given seventy-two (72) hour 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 in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

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 forty five (45) calendar days.

## **ARTICLE 15 EXAMINATION AND IDENTIFICATION FEES**

Section 1. Physical, mental or other examinations or training required by a government body or the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, where the time spent by the employee exceed two (2) hours and in that case, only for those hours in excess of said two (2). Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1) year unless the employee has suffered serious injury or illness during the year. Employees will not be required to take examinations during their working hours.

The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee reexamined at the Union's expense.

In the event of disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer and the Union doctors shall together select a third doctor within thirty (30) days, whose opinion shall be final.

Section 2. Should the Employer find it necessary to require employees to carry or record full personal identification, such requirements shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

## **ARTICLE 16 HOUSE ACCOUNT EMPLOYEES**

Section 1. In the event that the Employer shall acquire one or more local cartage companies and, as a result of such acquisition, the Employer acquires one or more house accounts, the employees working as house account employees for the acquired company at the time of the acquisition who are subsequently hired by Employer as house account employees shall be placed at the bottom of the Employer's seniority list. However, for the purpose of determining the amount of vacation to which any such new employees shall be entitled, such employee shall retain his or her full vacation seniority.

Section 2. In the event that the house account referred to in Section 1 is subsequently purchased from Employer by another employer who is at the time of such purchase a signatory to the National Master Freight Agreement or Area Cartage Agreement, the house account employees affected by such purchase shall continue such service as an employee of the said subsequent purchaser.

Section 3. In the event that the house account referred to in Section 1 above is lost to Employer by reason of the house company's declaration of bankruptcy, cessation of business or relocation of operations, the house account employees employed by

**RECEIVED**

FEB 22 2012

**AGREEMENT  
BETWEEN  
ANDERSON BROTHERS STORAGE AND MOVING CORPORATION  
AND  
TEAMSTERS LOCAL No. 705,  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**CO. ACT  
DEPARTMENT**

THIS AGREEMENT made and entered into by and between Anderson Brothers Storage and Moving Corporation and its successors and assigns (hereinafter referred to as the "Employer") and Teamsters Local Union No. 705, affiliated with the International Brotherhood of Teamsters, and its successors and assigns (hereinafter referred to as the "Union").

An audit of Anderson Brothers Storage and Moving Corporation, shall be attached as an Appendix (Legacy Audit) shows the Employer to be positioned for bankruptcy within the calendar year. The parties enter this Agreement with the intention of preventing bankruptcy and returning the Employer to a stable business model. The parties agree to return to the Teamsters Local 705 industry standards as soon as reasonably possible.

The following conditions shall apply upon ratification:

1. Salaries, expenses, benefits and any other form of compensation to Mark Miller and Brian Miller shall be terminated. Re-employment or other compensation shall be by mutual agreement.
2. The Employer shall provide the Union with a monthly detailed spread sheet of income and expenses.
3. The Employer shall pay for and provide to the Union an annual audit by the auditor of the Unions choosing.
4. The non-bargaining unit employees of Anderson shall have a salary reduction of 15%. No increase of non-bargaining unit salaries, benefits or other compensation shall be allowed except as provide in the same percentage increase to the bargaining unit. Alternately, Anderson may reduce the number of non-unit employees and use outside temporary services. Alternately, Anderson may reduce the compensated hours to a 30 hour work week or any mutually agreed cost saving combination.
5. Hiring of additional non-unit employees shall be by mutual agreement.
6. Health and Welfare payment of delinquency shall be attached as an Appendix. Non-payment of the delinquency shall be subject to the same right to strike to compel payment as described in Article 14.
7. Central States Pension Fund delinquency shall be attached as an Appendix. Non-payment of the delinquency shall be subject to the same right to strike to compel payment as described in Article 14.
8. Retroactive wage delinquency payments shall be attached as an Appendix. Non- payment of the delinquency shall be subject to the same right to strike to compel payment as described in Article 14.
9. There shall be no repayment of outstanding loans from share holders during the repayment period, except by mutual written agreement.
10. There shall be no closure of the Employer's business except by mutual written agreement.
11. Annually either party with sixty (60) days written notice, party shall have the right to amend or modify this Agreement. Should the parties reach impasse either party shall provide a thirty (30) day notice to terminate this Agreement and of its intention to engage in full economic recourse.

social security number and the amount deducted from that Employee's paycheck.

(4) If an Employee does not deplete the entire amount of his/her "reserve" contribution, the remainder will be refunded back to the Employee on June 1st of the following year. It is the expressed responsibility of the Employee to cover any deficit which may occur after his or her "reserve" contributions have been depleted. In the event of termination of employment for any reason, the Employer shall be required to pay the reserve to the Employee within fourteen (14) days of the event. On June 1, of each year the Employee may transfer his or her reserve to the 401(k) plan or be paid in full less usual tax withholding. All unused Employer contributions shall be refunded to the Employer each June 1.

(5) Whenever the Employee wishes to discontinue such deductions, he/she will notify both the Employer and the Local Union in writing before the 12th day of the month, to discontinue such deductions effective the first of the following month.

(6) It is agreed that all such deductions will be on a strictly voluntary basis.

(7) Employee contributions required to be paid shall be paid for all days off which are paid for under the Holiday and Vacation provisions of this Agreement.

#### **Cafeteria Plan**

Section J. During the first year of this Agreement, the Employer shall establish a cafeteria health care savings plan to allow Employees to make pre-tax deductions from their paychecks to pay for medical expenses not paid for by the Health and Welfare plan.

#### **Delinquent Payments to the Health & Welfare Fund**

Section K. The Employer shall make payments to the Health & Welfare Fund as provided in the attached settlement agreement, Appendix 5.

### **ARTICLE 6 Pension**

#### **Pension Plan Participation**

Section A. Pension Plan Participation. Participation in the Pension Fund shall be limited to Anderson Brothers Moving and Storage Company and any Employer who signs a participation agreement with the Pension Fund.

#### **Plan Name**

Section B. This Pension Fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREA PENSION FUND.

#### **Payments**

Section C. The Employer shall pay into the Central States, Southeast and Southwest Areas Pension Fund the payments hereinafter set forth and in the manner hereinafter set forth.

#### **Rates**

Section D. Rates will be established by the Fund Trustees upon written notice to the Employer and the Union.

(1) Effective March 16, 2010, the Employer shall contribute twenty four dollars and eighty cents cents (\$24.80) for any day in which the Employee is compensated to the Pension Fund Class 16, for each Employee who has met the one time eligibility requirement of working one thousand hours (1000) hours in twelve consecutive months.

(2) Effective March 16, 2011, the Employer shall contribute twenty six dollars and thirty cents cents (\$26.30) for any day in which the Employee is compensated to the Pension Fund Class 16, for each Employee who has met the one time eligibility requirement of working one thousand hours (1000) hours in twelve consecutive months.

(3) Effective March 16, 2012, the Employer shall contribute twenty seven dollars and sixty cents cents (\$27.60) for any day in which the Employee is compensated to the Pension Fund Class 16, for each Employee who has met the one time eligibility requirement of working one thousand hours (1000) hours in twelve consecutive months.

(4) Effective March 16, 2013, the Employer shall contribute twenty eight dollars and seventy cents cents (\$28.70) for any day in which the Employee is compensated to the Pension Fund Class 16, for each Employee who has met the one time eligibility requirement of working one thousand hours (1000) hours in twelve consecutive months.

(5) Effective March 16, 2014, the Employer shall contribute twenty nine dollars and eighty cents cents (\$29.80) for any day in which the Employee is compensated to the Pension Fund Class 16, for each Employee who has met the one time eligibility requirement of working one thousand hours (1000) hours in twelve consecutive months.

(6) Effective March 16, 2015, the Employer shall contribute insert the amount required by Central States Funds for any day in which the Employee is compensated to the Pension Fund Class 16, for each Employee who has met the one time eligibility requirement of working one thousand hours (1000) hours in twelve consecutive months.

All Employers, Employees, participants, legal representatives, dependents, relatives, and all persons and parties shall be bound by all rules and procedures of the Fund.

Section E. Employer payments to the Central States, Southeast and Southwest Area Pension Fund shall be in the same manner described in this Section:

(1) The amount per Employee per week shall be paid for each eligible Employee covered by this Agreement for any week in which such Employee performs any services for the Employer even when such services are not performed under the terms of this Agreement.

(2) If an Employee is absent because of non-occupational illness or injury covered by the Family Medical Leave Act, the Employer shall pay the required weekly payment for a period of up to twelve (12) weeks.

(3) If an Employee is absent because of occupational illness or injury, the Employer shall pay the required weekly payment for a period of twelve (12) months.

(4) The obligation to make the above payments shall continue during periods when a new Collective Bargaining Agreement is being negotiated.

(5) During unpaid leaves of absence and lay offs the Employer shall not be required to make payments. The Employee may self pay to the extent allowed by the Fund.

(6) Contributions required to be paid hereunder shall be paid for all days off which are paid for under the holiday and vacation or other paid time off provisions of this Agreement.

(7) Owner operators. Employee owner operators, sub-contractors and persons employed as independent sub-contractors shall be treated as employees and contributions called for by this Article will be required to be paid.

(8) The Employer shall be obligated to make Pension daily rate payments on all unpaid vacation days.

Section F. Delinquent Payments. Whenever the Union the Employer is delinquent in making payments to the Pension Fund (Article 7), as required under this Agreement or the rules and regulations of the respective Funds, then the Union may strike the Employer to enforce payment. This provision shall not be subject to and is specifically excluded from the Grievance Procedure (Article 19). The Employer shall be responsible for any losses of any Pension benefits resulting thereby and reimbursement of all wages lost because of any action taken by the Union, provided the Union complies with the notice provisions herein.

Section G. Military Clause. Pension contributions shall be required to be paid in accordance with USSERA. To the extent not covered by this Act, the following provisions shall apply: The Employer shall pay Pension Fund contributions on Employees on leave of absence for training in the Military Reserve or National Guard, but not to exceed fourteen (14) days. The Employer shall continue to pay Pension Fund contributions for regular active Employees involuntarily called to active duty status from the military reserves or the National Guard during periods of war or military conflict, but such contributions shall only be paid for a maximum period of twelve (12) months.

**Delinquent Payments**

Section K. The Employer shall make payments to the Central States Pension Fund as provided in the attached settlement agreement, Appendix 5.

**ARTICLE 7  
Holidays**

**Holidays**

Section A. All Employees having met the one (1) time requirement of working one thousand (1000) hours in any twelve consecutive months shall be eligible to receive eight (8) hours of straight time pay for the following Federally recognized holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, three (3) floating personal days.

**Holiday Eligibility**

Section B. In order to qualify for the holiday pay, the Employee (a) shall have met the one thousand (1000) hour qualifying event, and (b) must have worked a minimum of eight (8) hours in the ninety (90) calendar days preceding the holiday, and (c) must have been available for work on the day immediately preceding the holiday and on the day following the holiday. The Employee shall not be denied holiday pay if his/her absence on the day preceding or following the holiday has been excused by the Employer, or is due to proven illness, supported, if requested, by a physician's certificate.

**Holiday During Vacation**

Section C. If a holiday falls within the Employee's vacation period, he or she shall receive an additional day's pay or an additional day of vacation on his/her vacation schedule, whichever is agreed to by the Employer and the Employee. Should a holiday fall on Saturday, the Employee shall receive an additional day's pay added to his or her regular weekly earnings.

**Holiday Work**

Section D. All Employees shall be compensated at double their regular rate of pay for all work performed on holidays, plus if eligible eight (8) hours at straight time pay for the holiday. No Employee shall be required to work on any of the listed holidays. The Employer will provide the Union with notice of any work to be performed on a Sunday or the aforementioned holidays.

**ARTICLE 8  
Vacation**

**Vacation Eligibility Anderson**

Section A. Eligibility. An Employee who has been employed for one (1) year or more, from his or her original date of hire, by the Employer and has worked the required hours during that year, shall be entitled to a vacation with vacation pay based on his or her regular straight-time rate of pay in accordance with the following schedule:

**Vacation Benefit Anderson**

Section B. Vacation Benefit.

must report that fact to the ODAPC immediately. Following the MRO's discussion with ODAPC, the MRO will make a verified result determination.

**ARTICLE 25  
Union Leave**

Section A. At the Union's request, from time to time, the Employer will allow a bargaining unit employee to spend a reasonable amount of time, at the Employer's expense, to assist the Union in defending its jurisdiction in accordance with this Agreement. The Union will cooperate with the Employer to insure the amount of time furnished under this paragraph is not abused.

**ARTICLE 26  
Duration of Agreement**

Section A. This Agreement shall become effective March 16, 2011 and continue in force and effect through March 15, 2014. Annually either party with sixty (60) days written notice, party shall have the right to amend or modify this Agreement. Should the parties reach impasse either party shall provide a thirty (30) day notice to terminate this Agreement and of its intention to engage in full economic recourse.

Section B. This Agreement shall continue in full force and effect thereafter at annual periods from year to year unless either party shall give in writing not later than sixty (60) days prior to the annual expiration date of this Agreement notice of desire to modify or amend this Agreement, and if such written notice is not given by either party, this Agreement shall be considered automatically renewed without revision.

IN WITNESS WHEREOF, the membership ratified this Agreement on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and the parties hereto have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, effective as of \_\_\_\_\_

**SIGNED FOR THE UNION:**  
Teamsters Local No. 705, affiliated with the  
International Brotherhood of Teamsters

Redacted by U.S. Treasury  
\_\_\_\_\_  
Secretary-Treasurer, date 2/7/12  
Man Campos  
Redacted by U.S. Treasury  
\_\_\_\_\_  
Treasurer  
\_\_\_\_\_  
President, date 2/7/12  
Joseph Bakes

**SIGNED FOR THE EMPLOYER:**  
Anderson Brothers Moving & Storage, Co.

\_\_\_\_\_  
Victor Rothstein date 02/07/12

**RECEIVED**

FEB 24 2012

**TRACT  
DEPARTMENT**



**AGREEMENT BETWEEN**

**ANDERSON ERICKSON DAIRY**

**AND**

**TEAMSTERS LOCAL 120**

***LOCAL ADDENDUM***

**March 28, 2012**  
**to**  
**March 28, 2015**

**RECEIVED**

**APR 09 2013**

**CONTRACT  
DEPARTMENT**

**ADDENDUM**  
**(March 28, 2012 - March 28, 2015)**

THIS ADDENDUM, made and entered into by and between Anderson Erickson Dairy, Des Moines, Iowa, party of the First Part, hereinafter known as the Employer, and Teamsters Local Union 120 affiliated with the International Brotherhood of Teamsters, party of the Second Part, hereinafter known as the Union. This Addendum shall be a part of the Central States Area Master Dairy Agreement of the Central Conference of Teamsters, dated May 1, 2009 to April 30, 2014.

**ARTICLE 1**  
**RECOGNITION**

1.1 The Employer recognizes the Union as the collective bargaining agent for all production and Maintenance employees, Truck Drivers, Wholesale Commission Route Drivers and Garage Mechanics, excluding office and clerical employees, laboratory (non-production) technicians, account salesmen, professional employees, watchmen, guards and supervisory employees, as defined by the Labor Management Act of 1947, as amended.

1.2 The fact that any employee is or becomes financially interested or a stockholder or officer of the Employer does not exempt said employee from becoming part of this Agreement, provided such employee performs work covered by these Articles of Agreement.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

2.1 The Union recognizes that the management of the Business and Plant and the direction of the working force is vested exclusively in the Employer and agrees that the Employer shall have the sole and exclusive right to direct the operation of the employer and the work the employees not in conflict with this Addendum or the Master Dairy Agreement. The Employer shall have the exclusive right, among others to: establish and maintain rules and regulations not in conflict with this Addendum or the Master Dairy Agreement covering the operation of the Employer's plant and conduct of its employees, to hire, discharge for just cause; to determine the products to be stored or processed and to prescribe the schedule of production and distribution, and the methods and processes thereof, except as specified in this Addendum or the Master Dairy Agreement.

**ARTICLE 56  
PENSION**

56.1 The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred eighty two dollars and twenty cents (\$182.20) per week in 2012, one hundred ninety three dollars and ten cents (\$193.10) per week in 2013 and two hundred four dollars and seventy cents (\$204.70) per week in 2014 for each regular full-time employee in the bargaining unit after thirty (30) calendar days for pension plan 17B.

56.2 Notwithstanding anything in any Pension Trust Agreement covering said Pension Plan to the Contrary, it is understood and agreed:

1. That the Employer makes no commitment with respect to the level of benefits which shall be provided by said Pension Trust Fund and that the total expense to be incurred by the Employer with respect to said Pension Trust Fund shall be the amounts of the weekly contributions to said Fund.
2. That the obligation of the Employer in making said contributions is conditioned upon said Pension Trust and Fund meeting the requirements of the Labor Management Relations Act as amended, and any other laws, state or federal, not in effect or which may hereafter be enacted affecting such Pension trust or Fund.
3. That the obligation of the Employer in making such contribution is further conditioned upon qualification and approval of the said Pension Trust and Fund by the United States Treasury Department and that the Pension Trust and Fund meets the applicable requirements of the Revenue Code, to the end that the Employer contributions to the said Pension Fund will be tax deductible.

56.3 If any employee is granted a leave of absence, the employee shall pay to the Employer prior to taking his leave of absence, a sum of money sufficient to pay the weekly payment into the Pension Fund during the entire period of absence. The Employer will in no way be held responsible to the employee or to the Pension Fund if the employee fails to deposit sufficient moneys with the employer to pay the required contributions during his period of absence.

56.4 The Employer agrees to continue the current pension contributions for a period of six (6) weeks for employees who are unable to work for medically related reasons.

**AGREEMENT**

**BETWEEN  
H. F. ANDERSON ENGRAVING COMPANY  
4201 EAST 100TH TERRACE  
P.O. BOX 410417  
KANSAS CITY, MO. 64137-0417**

**AND**

**TEAMSTERS LOCAL 838  
4501 EMANUEL CLEAVER BOULEVARD  
KANSAS CITY, MO 64130**

**October 1, 2011**

**THROUGH**

**September 30, 2013**

**RECEIVED**

**APR 05 2012**

**CONTRACT  
DEPARTMENT**

## AGREEMENT

This Agreement, made this 1<sup>st</sup> day of October 2011 by and between H. F. Anderson Engraving Company of Kansas City, Missouri, First Party, and hereinafter called the Employer; and Teamsters Local 838 of Kansas City, Missouri, affiliated with the International Brotherhood of Teamsters, Second Party, hereinafter called the Union, is in mutual interest of the Employer and employees to provide for a schedule of salaries and satisfactory working conditions for employees of the Employer within the jurisdiction of the Union.

### WITNESSETH:

That the Employer and the Union acting by their duly authorized agents agree as follows:

#### ARTICLE I: Employees Covered and Bargaining Agency

- A. This Agreement shall cover and apply to all employees employed by the Employer at 4201 East 100th Terrace, Kansas City, Missouri, or wherever plant or warehouse may be relocated within the jurisdiction of the Union, but excluding office, clerical, salesman, guards and supervisors as defined in the Act as amended. It is understood, however, that said supervisory employees will not do any of the work performed by employees covered by this Agreement, unless for training purposes or in the event of emergencies. As such time the Union shall receive notice from the Employer.
- B. The Employer hereby recognizes the Union as the sole collective bargaining agency and representative of all employees covered by this Agreement and no employee covered herein shall be subject to an individual agreement.
- C. Whenever the term "he" or "she" is used throughout this Agreement, it shall be construed and interpreted as pertaining to gender, male or female.

#### ARTICLE II: Union Security

- A. It shall be a condition of employment that all employees of the employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall on the thirtieth day following the effective date of this Agreement, become and thereafter remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall on the thirtieth day following the beginning of such employment, become and thereafter remain members in good standing in the Union. The effective date of this clause shall be its date of execution.
- B. When new or additional employees are needed, the Employer shall notify the Union of the number and classification of employees needed. The Union shall promptly nominate applicants for such jobs. The Employer shall choose between any nominees of the Union and any other applicants. No applicant will be preferred or discriminated against by the Employer because of membership or non-membership in the Union.
- C. The Employer agrees to notify the Union of all terminations, layoffs, hires, re-hires of personnel working under the terms of this Agreement. Such notices to be forwarded to the office of the Union within one (1) week after effective date of such change.

It is recognized, however, that the Employer has from time to time contracted out certain phases of its operation, which cannot for practical reasons be performed by the employees in the bargaining unit.

The intent of this Article XXII is that there shall be no contracting out of work to deprive the employees of overtime, or to abolish jobs in the bargaining unit by laying off employees and contracting out the work that is normally performed in the shop.

ARTICLE XXIII: Health and Welfare

The Employer shall provide health and welfare benefits for regular full-time employees in the same coverage's and on the same terms as they are offered to Employer's non-bargaining unit employees, from time to time. Regular part-time employees who are regularly scheduled at least twenty-five (25) hours/week shall receive such benefits in proportion to the number of hours they are regularly scheduled to work. Current employees on date of ratification shall be treated as full-time for purposes of this clause only, even if they work fewer than twenty-five (25) hours/weeks through 12/31/07. In the event of layoff or leave of absence, Employer shall continue health and welfare benefits through the end of the month during which the layoff or leave of absence commenced.

Provided, Employer shall provide some form of health insurance. Employer agrees that deductibles and co-pays shall not increase (nor benefits decrease) unless cost to employer increases. In no event will Employer spend less per month than it was paying per employee in November, 2005 for bargaining unit health insurance. Employer also agrees that deductibles and co-pays shall not be increased unless Employer has met and conferred with Union concerning options to such increase.

Provided, further, any employee may elect to waive health insurance coverage and receive, each month, amount equal to monthly health insurance premium Employer is paying for that employee in November, 2005, if such waiver does not increase Employer's costs or increase premiums for other employees. If Employee elects waiver, this monthly payment shall not be included in the employee's base rate for purposes of overtime calculation.

ARTICLE XXIV: Pension

Employee and Employer agree to split increase in premium evenly for the duration of this Agreement under Schedule B of the Central States Pension Plan for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Premium not to exceed stated amount as per Appendix A.

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 Trustee under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustee within the scope of its 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 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 in the Pension Fund during the period of absence.

Contributions to the 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. The provisions of this paragraph shall not cover employees who work either temporarily or in cases of emergency under the terms of this contract.

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 funds created under this contract, in accordance with the rules and regulations of the Trustee of such Funds, the employee 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 right to take such action as they deem necessary until further agreed Employer shall resulting there have the such delinquent payments are made, that in the event such action is be responsible to the employees from.

ARTICLE XXV: Separability and Savings

If any Article or Section of this Agreement or of any Riders there to should be held invalid by operation of law or by any tribunal or 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 thereof, 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 affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this contract to the contrary.

ARTICLE XXVI: Reopening Emergency

In the event of war, declaration of emergency or imposition of economic controls during the life of this Agreement, either party may re-open the same upon sixty (60) days written notice and request re-negotiation of matters dealing with wages and hours. Upon the failure of the parties to agree in such negotiations, either party shall be permitted all lawful economic recourse to support their request for revisions. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

Article XXVII: Management Rights

The management of the plant and the direction of its employees including the right to select and hire supervisory forces and employees, transfer, suspend or discharge and the right to relieve employees from duty because of lack of work or for other legitimate reasons are vested exclusively at all times in the management of the employer, provided that no discrimination will be exercised against any member of the Union, because of such membership.

The Employer retains the sole right to discipline and discharge employees for cause, provided that in the exercise of this right it will not act wrongfully or unjustly or in violation of the terms of this Agreement. Complaints that the Employer has violated this paragraph may be taken up through the Grievance Procedure provided in this Agreement.



**CENTRAL STATES  
SOUTHEAST AND  
SOUTHWEST AREAS  
HEALTH AND WELFARE AND PENSION FUNDS**

**EMPLOYEE TRUSTEES**  
FRED GEGARE  
JERRY YOUNGER  
GEORGE J. WESTLEY  
CHARLES A. WHOBREY

**EMPLOYER TRUSTEES**  
HOWARD McDOUGALL  
ARTHUR H. BUNTE, JR.  
GARY F. CALDWELL  
RONALD DeSTEFANO

**EXECUTIVE DIRECTOR**  
THOMAS C. NYHAN

April 23, 2012

John Ellis  
President  
H F Anderson Engraving Co.  
4201 E. 100<sup>th</sup> Terrace  
Kansas City, MO 64137

Billy Thompson  
President  
Local Union No. 838  
4501 Emanuel Cleaver - Suite 128  
Kansas City, MO 64130

Re: 0298500-0100-00838A  
Contract Expiration Date: November 27, 2011

Dear John Ellis and Billy Thompson:

Our records indicate that the collective bargaining agreement for the above referenced account expired on November 27, 2011. In accordance with the "PPA Schedule" previously sent to you (updated schedule is enclosed), to maintain your present benefits, all renewal agreements need to include Pension Fund rate increases pursuant to the percentage listed on the Schedule. Although your present Fringe Benefit Agreement already provides for the necessary rates through April 27, 2013, we want you to be aware of the contribution rates needed effective April 29, 2012 so that they may be included in your contract.

The following are the minimum rates for the next five years which are necessary for your agreement to be in compliance with the "Primary Schedule":

CURRENT	April 29, 2012	April 29, 2013	April 29, 2014	April 29, 2015	April 29, 2016
\$59.80	\$64.60 (8%)	\$68.50 (6%)	\$72.60 (6%)	\$77.00 (6%)	\$80.10 (4%)

Please note that the Pension Protection Act of 2006 mandates that your renewal agreement be submitted to the Fund no later than 180 days after the expiration date of your collective bargaining agreement. Therefore, please submit your new agreement as soon as possible, but not later than May 25, 2012.

Please submit all renewal agreements to the address below, attention: Contracts Department, or by fax to 847-518-9768. If there are any questions, contact the Contract Department at extension 3247.

Sincerely,

Redacted by U.S.  
Treasury

Peter Priede  
Group Manager  
Operations Accounting

9377 West Higgins Road  
Rosemont, Illinois 60018-4938  
Phone: (847) 518-9800

[www.centralstates.org](http://www.centralstates.org)





**Food and Beverage Drivers,  
Warehousemen & Helpers Local Union No. 337**

AFFILIATED WITH

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

2801 TRUMBULL AVE., DETROIT, MICH. 48216



LAWRENCE BRENNAN  
PRESIDENT

**Letter of Understanding  
between  
Andrews Brothers  
and  
Teamsters Local 337**

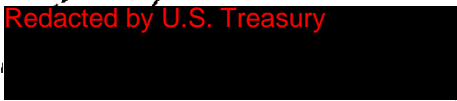
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02 JUN 12 AM 7:08

The parties agree that pension contributions will be remitted to the Central States Pension Fund on behalf of all regular employees after they have been on the Employer's payroll for thirty (30) calendar days.

With respect to part-time Employees, the parties agree that in the event that an individual employed on an Extra Basis works 1,000 hours or more in a 12 month period, he will be considered a regular employee for purposes of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years) will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

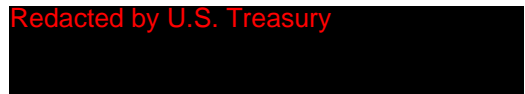
**Andrews Brothers**

Redacted by U.S. Treasury



**Teamsters Local 337**

Redacted by U.S. Treasury



TRUSTEE

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**INTRODUCTION**

**THIS AGREEMENT**, signed this 22 day of November, 2011 and effective the date of October 1, 2011, by and between:

**Andrews Brothers  
7201 W. Fort Street, Detroit, MI 48209**

party of the first part, and hereinafter termed the **Employer or Company**, and **Local Union No. 337**, affiliated with the **International Brotherhood of Teamsters**, located at 2801 Trumbull Avenue, Detroit, Michigan 48216, party of the second part, hereinafter called the **Union**.

**WHEREAS:** both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and its employees; and of promoting and improving peaceful industrial and economic relations between the parties.

**WITNESSETH:**

**ARTICLE I**

**RECOGNITION, UNION SHOP AND DUES**

**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 and listed in the attached Schedule "A".

The terms of this Agreement will apply to all employees in the classifications of work set forth herein and will cover all accretions to or relocations of bargaining unit operations. Other newly established or acquired operations of the Employer will be covered by this Agreement at such time as a majority of employees in a bargaining unit designate, as evidenced through a card check, the Union as their bargaining representative.

**Section 2.** All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this union shop agreement, whichever is the later, will remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter will become and remain members in good standing of the Union as a condition of employment on and after the 31<sup>st</sup> day following the beginning of their employment or on and after the 31<sup>st</sup> day following the effective date of this Agreement or the date of the execution of this union shop agreement, whichever is the later.

**Section 3.** When the Employer needs additional help, it will give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer will not be required to hire those referred by the Union.

RECEIVED

DEC 12 2011

CONTRACT  
DEPARTMENT

## ARTICLE XIV

### HEALTH AND WELFARE AND PENSION

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund, for each employee covered by this Agreement who is on the regular seniority list as of September 30, 2011, unless otherwise specified in Schedule "A" attached, a contribution for the Key I Plan 245:

\$314.65 per week	Effective as of 08-28-2011
\$331.50 per week	Effective as of 04-01-2012

As of April 1, 2012, the plan shall switch to Key I Plan 233 with the elimination of retiree medical benefits and the Employer shall pay:

\$289.50 per week	Effective as of 04-01-2012
\$314.65 per week	Effective as of 03-31-2013
\$336.85 per week	Effective as of 03-30-2014
M.O.B. per week	Effective as of 03-29-2015
M.O.B. per week	Effective as of 04-03-2016

The employee pre-tax contribution shall be 5% of the weekly premium for October 30, 2011 through September 30, 2014, and then 10% of the weekly premium for the remainder of the contract. Employee contribution payments to the Employer for healthcare will be through weekly payroll deduction.

For employees hired on or after October 1, 2011, the Employer agrees to pay for Plan 684:

\$225.25 per week	Effective 10-01-2011
\$235.05 per week	Effective 04-01-2012
\$250.00 per week	Effective 03-31-2013
\$269.85 per week	Effective 03-30-2014
M.O.B. per week	Effective 03-29-2015
M.O.B. per week	Effective 04-03-2016

The employee pre-tax contribution shall be 5% of the weekly premium for October 30, 2011 through September 30, 2013, and then 10% of the weekly premium for the remainder of the contract. Employee contribution payments to the Employer for healthcare will be through weekly payroll deduction.

Provided, further, that the Union agrees that if any of the above-listed contribution rates are reduced in their amount, the Employer will have the full benefit of paying the reduced amount. The Union also agrees that it will cooperate with the Employer and take those actions necessary, including the signing of new and/or revised Participation Agreements in order for the Employer to have the full benefit of the reduced contribution rate.

All payments into the Welfare Fund must be made within fifteen (15) days from the end of each calendar month to CHASE, which has been made depository for the Michigan Conference of Teamsters Welfare Fund.

Additionally, the Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who is on the regular seniority list unless otherwise specified in Schedule "A" attached, a contribution of:

\$243.90 per week	Effective as of 04-01-2011
\$258.50 per week	Effective as of 04-01-2012
\$268.80 per week	Effective as of 04-01-2013
\$279.60 per week	Effective as of 04-01-2014
\$290.80 per week	Effective as of 04-01-2015
\$302.40 per week	Effective as of 04-01-2016

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:

Mellon Bank, Central States Funds, Dept. 10291, Palantine, IL 60055-0291

Contributions to the Health and Welfare Fund and to the 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 and weeks where work is performed for the Employer but not under provisions of this Contract, and although contributions may be made for those weeks into some other Health and Welfare Fund and/or Pension Fund.

Employees who work either temporarily or in cases of emergency under the terms of this Agreement will not be covered by the provisions of this Article.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer will continue to make the required contributions to the Health and Welfare Fund and/or Pension Fund for a period of four (4) weeks. If an employee is injured on the job, the Employer will continue to pay the required contributions until such employee returns to work; however, such contribution will not be paid for a period of more than twelve (12) months.

In those instances where the Employer is involved in an "owner-operator" arrangement, there will be no deduction from the equipment rental of owner-operators by virtue of the contributions made to the Health & Welfare Fund and/or Pension Fund, regardless of whether the manner of computation 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 the Employer is delinquent at the end of a monthly period in the payment of its contribution to the Health and Welfare and/or Pension Funds, in accordance with the rules and regulations of the Trustees of

such Funds and after the proper official of the Local Union will have given seventy-two (72) hours; notice to the Employer of such delinquency in the Health and Welfare and/or Pension Fund payments, the Union will have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer will be responsible to the employees for losses resulting there from.

It is agreed that the Health and Welfare Fund and the Pension Fund will be separately administered each jointly by Employer and Union in compliance with all applicable laws and regulations, both State and Federal.

By the execution of this Agreement, the Employer authorizes the Employers Associations who are signatories to collective bargaining agreements with Teamster Unions containing similar provisions, 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 already taken or to be taken by such Trustees within the scope of their authority.

#### **ARTICLE XV**

##### **PAID FOR TIME**

All employees covered by this Agreement will be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement will be minimums, except that over scale wage rates may be established or maintained only by mutual agreement of both parties hereto where not already protected by Article XIV. Time will be computed from the time that the employee is ordered to report for work and registers in until the time that he is effectively released from duty. All time lost due to delays as a result of overloads or certificated violations involving federal, state or city regulations which occur through no fault of the driver will be paid. Such payment for driver's time when not driving will be at the hourly rate.

If not put to work, employees will be guaranteed four (4) hours' pay at the rate specified in this Agreement.

#### **ARTICLE XVI**

##### **PAY PERIOD**

All regular employees covered by this Agreement will be paid in full each week. All other employees will be paid at the end of their working period. Not more than seven (7) days will be held from a regular employee.

The Union and Employer may by mutual agreement provide for semi-monthly pay periods. Each employee will be provided with an itemized statement of his earnings and all deductions made for any purpose, upon request of individual employees or Union representatives.

all such examinations. The Employer will not pay for any time spent in the case of applicants for jobs and will be responsible to other employees only for time spent at the place of examination or examinations. Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1) year. Employees will not be required to take examinations during their working hours.

The Company reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done to an employee, have said employee re-examined at the Union's expense.

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirements will be complied with by the employees. The cost of such personal identification will be borne by the Employer.

## **ARTICLE XXV**

### **SEPARABILITY AND SAVINGS CLAUSE**

If any Article or Section of this Agreement or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained 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, will not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby will enter into immediate collective bargaining negotiations upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party will be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

## **ARTICLE XXVI**

### **TERMINATION OF AGREEMENT**

**Section 1.** This Agreement will be in full force and effect from October 1, 2011 to and including October 1, 2016 and will continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

**Section 2.** It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60)

days prior to October 1, 2016 or October 1<sup>st</sup> of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties will be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

**Section 3.** It is understood and agreed between the parties that the provisions contained in Schedule "A" hereto attached may be reopened for negotiations between the parties as of October 1, 2016, provided that the party desiring to reopen serves notice in writing upon the other party at least sixty (60) days prior to October 1, 2016. If no such notice is given, the said Schedule "A" will continue on from year to year. In the event the parties cannot agree upon the requested revisions in Schedule "A", the Union will have the right to strike in support of its demands, notwithstanding any provisions of this Contract to the contrary.

**Section 4.** It is further agreed by the parties hereto that upon receiving proper cancellation notice or amendment notice to this Agreement, the parties agree to start negotiations at least forty-five (45) days before the expiration or amendment date of this Agreement.

**Section 5.** In the event of an inadvertent failure by either party to give the notice set forth in Sections 1, 2 and 3 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement will be the sixty-first (61<sup>st</sup>) day following such notice.

**Section 6.** In the event of war, declaration of emergency or imposition of civilian controls during the life of this Contract, either party may reopen the same upon sixty (60) days written notice and request re-negotiation of matters dealing with wages and hours. Upon the failure of the parties to agree in such negotiations, either party will be permitted all lawful economic recourse to support their request for revisions. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein will be accepted by all parties as compliance with the notice requirements of applicable law so as to permit economic action at the expiration.

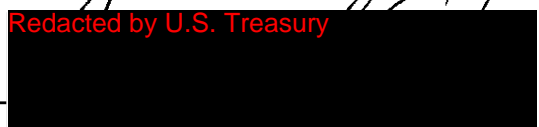
**COMPANY**

**ANDREWS BROTHERS, INC.**

BY   
\_\_\_\_\_  
\_\_\_\_\_

**UNION**

**LOCAL UNION NO. 337  
Affiliated with the  
International Brotherhood of Teamsters  
Chauffeurs, Warehousemen and Helpers  
of America**

BY   
\_\_\_\_\_  
\_\_\_\_\_

DEC 12 2011

CONTRACT  
DEPARTMENT

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**ANHEUSER-BUSCH SALES OF CANTON**

**- and -**

**GENERAL TRUCK DRIVERS AND HELPERS UNION  
Local No. 92**

**October 16, 2014 - October 15, 2019**

**RECEIVED**

**APR 27 2015**

**CONTRACT  
DEPARTMENT**



AGREEMENT made and entered into effective as of the 16th day of October 2014, by and between Anheuser-Busch Sales of Canton (hereinafter referred to as the Employer) and General Truck Drivers and Helpers Union Local No. 92 (hereinafter referred to as the Union).

## ARTICLE 1

### Section 1

#### Recognition

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all of its employees covered by this Agreement. The term "employees" as used in this Agreement shall include Drivers, , and Warehousemen, including part-time warehouse employees; excluded from the bargaining unit are all supervisors, professional employees, confidential employees, clerical employees, and guards as defined in the National Labor Relations Act, as amended.

### Section 2

#### Union Shop

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date or the execution date of this Agreement, whichever is later, shall remain members in good standing, and those who are not members on such date shall on the thirty-first (31st) day following the effective or execution date of this Agreement, whichever is the later, become and remain members in good standing of the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date or date of execution, whichever is later, shall on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing of the Union.

An employee who fails to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership shall be discharged ten (10) working days after receipt of notification, in writing, by certified mail, return receipt requested, to the Employer by the Secretary or Business Agent of the Union, provided, however, that if payment of the arrearage is made within such ten (10) working day period, then such employee shall not be discharged. Provided, further, that if the Employer shall have cause to believe that the discharge is for reasons other than non-payment of initiation fees or dues, the Employer shall notify the Union, in writing, certified mail, return receipt requested, within five (5) working days after receipt of notice from the Union, and such discharge shall be postponed pending arbitration of the issue. The Union will indemnify and save harmless the Employer against any and all claims, demands, or suits that may arise out of the discharge of any employee under this Section.

### Section 3

#### Probationary Employees

- (A) New regular employees shall be considered probationary employees during their first one-hundred and twenty (120) days worked for the Employer, which period may be extended by mutual agreement between the Employer and the Union. During such probationary period such employees may be terminated at the sole discretion of the Employer without recourse to the Grievance and Arbitration procedures contained in this Agreement.

18.04

A flexible spending account Plan, as it may be amended from time to time, will be made available to eligible employees covered by this Agreement. The Plan will provide a tax advantage method to pay certain out-of-pocket healthcare expenses and work related dependent care expenses as described in the materials provided to the Union bargaining committee during negotiations.

Employee participation in the Plan will be voluntary. Eligible employees shall have the option to elect participation under the terms of the Plan, at the time of enrollment. The initial election will occur during the open enrollment period for 2008. Thereafter, election will be available once per year during the Company's open enrollment period.

18.05

During the term of this Agreement, eligible retired members of the bargaining unit shall be offered the same pre-65 retiree medical plan(s), as may be amended from time to time, offered to retired salaried employees of the Canton WOD; provided, retired bargaining unit employees shall continue to pay the full cost of such plan(s) as they do now and eligibility shall be on the same terms currently in effect; and further provided, if there is no bargaining unit employee participating in any such plan(s) for twenty-four (24) consecutive months, the Company will no longer be required to offer such plan(s).

ARTICLE 19

Pensions

The Employer agrees to participate in the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION PLAN, during the life of this Agreement as follows:

Subject to the parties' agreement below in this Article, the Employer shall contribute to the Trust Fund established and maintained under the Trust Agreement for said Pension Plan at the rate of \$142.90 per week for each regularly-employed employee (including probationary employees) who has been on the Employer's payroll for more than thirty (30) calendar days next preceding the week for which each such contribution is made for such employee. Contributions for each successive year of this Agreement will be as follows:

October 16, 2015	\$151.50 (6%)
October 16, 2016	\$157.60 (4%)
October 16, 2017	\$163.90 (4%)
October 16, 2018	\$170.50 (4%)

Provided however:

- (A) 1. That such contributions shall be made for an employee for the week or weeks during which he is absent from work due to being on vacation for which he is eligible and for which he is paid in accordance with the provisions of this Agreement.
- 2. That if an employee is absent from work on account of his bona fide disability resulting from his illness or his non-occupational injury, and if the employee notifies the Employer of the

cause of such disability promptly upon the commencement thereof, the Employer shall continue to make the aforesaid contributions for such employee during such absence, but not for a period of more than four (4) weeks.

3. That if an employee is absent from work on account of bona fide disability resulting from the injury sustained by him in the course of, and arising out of, his employment by the Employer, and notifies the Employer of the cause of this disability, the Employer shall continue to make the aforesaid contributions for such employee during such absence, but not for more than twenty-six (26) weeks.

(B) If an employee is granted a leave of absence by the Employer, such employee shall pay to his Employer, before such leave becomes effective, an amount equal to the total of the aforesaid contributions for such employee for the entire period for which such leave of absence is granted.

(C) The aforesaid contributions to be made by the Employer shall be made monthly unless otherwise agreed upon by the Employer and the Union.

(D) 1. The Employer authorizes the Employer's Associations which are participants in said Pension Plan to enter into such appropriate trust agreements as shall be necessary for the administration of the Pension Plan, and to designate the Employer Trustees under such Pension Plan, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such trustees within the scope of their authority, provided, however, that the Employer shall in no event be required to pay any more than the amount which the Employer has herein before agreed to contribute to said Pension Trust Fund.

2. Any person shall become entitled to the payment of any benefits under said Pension Plan shall be bound by the terms and provisions of said Pension Plan and of the Trust Agreement referred to in (D) 1 of this Article, and by the rules and regulations including the rules of eligibility adopted by the Trustees of said Pension Plan.

(E) The Employer's obligations under this Article shall be limited solely to making the contributions herein before in this Article agreed to be made by the Employer. The Trustees of said Pension Plan shall at all times and in all respects be deemed to be acting for and on behalf of said Pension Plan, the Trust Fund established and maintained under the Trust Agreement for said Pension Plan, the Union and the employees covered by this Agreement; the Employer shall not be responsible or liable in any manner whatsoever for or with respect to the filing, processing, or payment of any claim for any benefits under Pension Plan or from said Trust Fund.

(F) An employee employed on a casual or part-time basis who works 1,000 hours or more in a 12-month period will be considered a full-time employee for pension purposes and all hours worked thereafter (for the remainder of that period and all subsequent years) will trigger pension contributions in the same manner and amount as required under this Agreement for regular full-time employees. This provision shall become effective on January 1, 1998, and only hours worked after that date shall count toward the 1,000-hour threshold.

Notwithstanding anything in this Agreement to the contrary, the parties have agreed to the following in the interest of protecting employees' pensions to the extent reasonably possible.

The parties acknowledge that the Company and the Central States Pension Fund have been engaged in discussions regarding the possibility of placing the Company in a new pool of employers within the Pension Plan. The Union agrees that should those discussions result in an agreement between the

Company and Central States, the relevant terms of such agreement will govern the pension provisions of this Agreement and supersede any contrary provisions and contributions set forth herein.

## ARTICLE 20

### Absences

Employees who do not report for work as a result of sickness, accident, or other voluntary reasons, shall have such wages deducted according to the basic rate of pay.

Employees who report to work and become injured or ill requiring treatment shall be compensated for the balance of their normal work day, at one-fifth (1/5) of their weekly guarantee or route earnings, whichever is greater,

Subject to the provisions of Article 3 of this Agreement, employees shall not lose their positions or right to reinstatement through reason of sickness or accident or other reasons beyond their control. Any employee absent through sickness or accident shall be entitled to his former position upon his return provided such employee has a written statement from his doctor stating that he is able to return to his former position, and provided such employee has not been employed at any other place during his absence.

With respect to any injury or illness, the Employer may refer the employee, at no expense to the employee, to an Employer-designated doctor for evaluation. In the event of a conflict between the evaluation of the employee's own doctor and the evaluation of an Employer-designated doctor, the Employer and Union shall mutually select an independent third doctor who shall examine the employee and any relevant medical records, at no expense to the employee. This third evaluation shall be final. Nothing in this paragraph shall be construed as a waiver by an employee or the Employer of any rights arising under Ohio's workers' compensation laws.

## ARTICLE 21

### Nondiscrimination

No employee shall be discriminated against for upholding the principles of organized labor. Furthermore, neither the Employer nor the Union shall discriminate against any individual because of his race, color, religion, sex, national origin, age, disabled condition, Vietnam era veteran or disabled veteran status with respect to opportunity for or tenure of employment, or with respect to any term or condition of this Agreement. When a disabled applicant or employee requests an accommodation, the Employer retains the right to create an exception to the terms of this Agreement when, in the Employer's opinion, such exception is necessary to comply with the provisions of the Americans with Disabilities Act or similar applicable state law; before implementing such an exception, the Employer and Union will attempt to reach a mutual agreeable solution.

The male gender, whenever used in this Agreement, shall be understood to include members of both sexes.

## ARTICLE 22

### Conflict With Law

ARAMARK REFRESHMENT SERVICES, INC.  
ACCOUNT NUMBER: 0327730-0701/4502-311-A

LETTER OF UNDERSTANDING AND AGREEMENT

Contributions will be remitted to the Central States Pension Fund on behalf of all full-time employees performing work covered by the collective bargaining agreement after they have been on the Employer's payroll for 60 calendar days.

The parties agree that in the event that an individual employed on a part-time basis works 1,000 hours or more in any 12 month period, he will be considered a regular employee for purposes of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years), will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular employees,

ARAMARK REFRESHMENT  
SERVICES, INC.

LOCAL UNION NO. 311

By: Redacted by U.S. Treasury  
Title: Personnel Manager  
Date: 2-4-03

By: Redacted by U.S. Treasury  
Title: American Representative  
Date: 1-28-03

SCANNED

FEB 19 2003

INDEXED

FEB 19 2003

**AGREEMENT**

**BY AND BETWEEN**

**ARAMARK REFRESHMENT SERVICES, LLC  
(BALTIMORE/WASHINGTON MARKET CENTER)**

**AND**

**PETROLEUM, CONSTRUCTION, TANKLINE DRIVERS, YEAST,  
SOFT DRINK WORKERS AND DRIVER SALESMEN, AMUSEMENT AND  
VENDING SERVICEMEN AND ALLIED EMPLOYEES, WAREHOUSE,  
RETAIL AND MAIL ORDER EMPLOYEES**

**LOCAL 311**

**AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS**

**RECEIVED**

**DEC 28 2014**

**CONTRACT  
DEPARTMENT**

**Effective Date: July 8, 2014**

**Expiration Date: July 7, 2017**

## AGREEMENT

This AGREEMENT made and entered into as of the Eighth day of July 2014, between ARAMARK REFRESHMENT SERVICES, LLC, and/or signatory party of the first part, hereinafter referred to as "Employer", and the Petroleum, Construction, Tank line Drivers, Yeast, Soft Drink Workers and Driver Salesmen, Amusement and Vending Servicemen and Allied Employees, Warehouse, Retail, and Mail Order Employees, Local Union 311, an affiliate of the International Brotherhood of Teamsters, party of the second part, hereinafter referred to as "Union."

This Agreement shall be binding upon and inure to the benefit of present and future employees of the Employer, the Union. The Company will notify any successor employer of the existence of this Agreement.

The purpose of this Agreement is to insure industrial peace. The parties hereto recognize that without mutual understanding, harmony and cooperation among employees, and between employees and Employer, and without uninterrupted operation, it is impossible to conduct Employer's business with the economy and efficiency indispensable to its existence and to the best interests of its employees.

Now, therefore, in consideration of the mutual promises set forth the parties hereby agree with each other as follows:

### ARTICLE I – RECOGNITION

1.1 Employer recognizes Petroleum, Construction, Tank line Drivers, Yeast, Soft Drink Workers, and Driver Salesmen, Amusement and Vending Servicemen and Allied Employees, Warehouse, Retail and Mail Order Employees Local Union 311 an affiliate of the International Brotherhood of Teamsters, as the sole and exclusive bargaining agent for all employees covered by this Agreement in all matters pertaining to wages, hours and other conditions of employment.

1.2 The term "employees" as used herein shall include both full and part-time employees in all categories covering the servicing, repairing, and maintenance and reconditioning, warehousemen, stockmen, porters, etc., of any other classification covering any of the aforementioned positions.

1.3 The Employer shall not recognize or otherwise aid, promote or finance any competing labor organization, employee representation plan, co-partnership between himself and his employees or any other group which hinders or interferes with collective bargaining between the Employer and the Union.

**SCHEDULE "B" PENSION FUND**  
**CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS**  
8550 W. Bryn Mawr Avenue, Chicago, Illinois 60631

**PARTICIPATION AGREEMENT**

**THIS AGREEMENT** made and entered into on the 8th day of July, 2008 by and between the Employer and the Union signatory hereto by their duly authorized representatives.

**WITNESSETH:**

**WHEREAS** the Union and the Employer have entered into an Agreement which provides for participation in the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND in order to obtain retirement benefits for employees represented by the Union and employed by the Employer.

**NOW THEREFORE**, for and in consideration of the promises and mutual covenants herein contained, and the acceptance of the parties as participants by said Trust Fund, the Union and the Employer hereby agree as follows:

1. The Union and the Employer agree to be bound by, and hereby assent to, all the terms of the Trust Agreement creating said CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and rules adopted.
2. The Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under said Trust Agreement and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.
3. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.
4. In accordance with the Collective Bargaining Agreement, a copy of which is attached hereto, the effective date of participation in the Pension Fund is July 1, 1967.



5. The Employer agrees to make contributions, as required of all other contributory employers as follows:

**Under Benefit Class 14 Schedule "B"**

Effective July 8, 2014, the Employer shall contribute the sum of \$90.70 per week.

Effective July 8, 2015, the Employer shall contribute the sum of \$96.10 per week.

Effective July 8, 2016, the Employer shall contribute the sum of \$99.90 per week.

Subject to the following exceptions, the employer shall make the above-mentioned contributions, to the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND,

TO PROVIDE A PENSION PROGRAM for the Employer's eligible employees:

1. Payment for each employee shall not begin, and the employee shall not be eligible to participate in the program, until the first (1st) day of the month in which the employee has completed his or her probationary period.
2. Part-time employees who are regularly scheduled to work less than twenty-five (25) hours shall not be eligible to participate in the program and the Employer should have no obligations to make a contribution for such part-time employees.
3. Attached hereto and by reference made a part hereof is the "Participation Agreement" entered into by and between the Employer and the Union signatory hereto by their duly authorized representatives.
4. Contributions will be remitted to the Central States Pension Fund on behalf of all full time employees performing work covered by the Collective Bargaining Agreement after they have been on the Employers payroll for a period not to exceed sixty (60) calendar days.

Teamsters H & W – (410) 444-3750 or 1-800-889-4012

Central States Pension (847) 518-9800 ext. 2581 – fax (847) 518-9738

IN WITNESS WHEREOF, said Employer and the Union have caused this instrument to be executed by their duly authorized representatives on this 11<sup>th</sup> day of November 2014

PETROLEUM, CONSTRUCTION,  
TANKLINE DRIVERS, YEAST,  
SOFT DRINK WORKERS, AND  
DRIVER SALESMEN, AMUSEMENT  
AND ALLIED EMPLOYEES,  
WAREHOUSE RETAIL AND MAIL  
ORDER EMPLOYEES, LOCAL 311

Redacted by U.S. Treasury

Genevieve Arrar  
President/Business Agent

Redacted by U.S. Treasury

Neil Dixon  
Secretary/Treasurer

ARAMARK REFRESHMENT SERVICES LLC

Redacted by U.S. Treasury

Vonda Marshall Harris  
Director, Labor Relations

Redacted by U.S. Treasury

ROBERT MCKNOOP  
District Manager

RECEIVED

DEC 30 2014

CONTRACT  
DEPARTMENT

# AGREEMENT

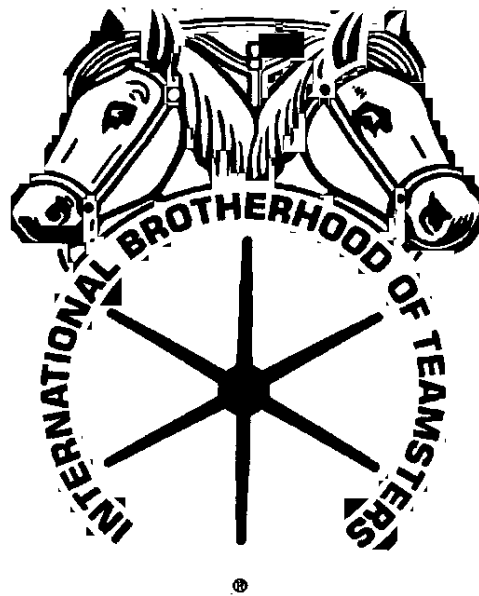
BETWEEN

**ARAMARK REFRESHMENT SERVICES, INC.  
KENOSHA VENDING DIVISION  
(DRIVERS AND MECHANICS)**

**UNIT #6081**

AND

**TEAMSTERS, CHAUFFEURS, AND  
HELPERS UNION LOCAL NO. 43**



**RECEIVED**

SEP 29 2011

CONTRACT  
DEPARTMENT

EFFECTIVE: April 1, 2011

EXPIRING: March 31, 2014

**ARTICLES OF AGREEMENT  
COVERING  
ARAMARK REFRESHMENT SERVICES, INC.**

**THIS AGREEMENT**, made and entered into this **1st** day of **April, 2011**, by and between **ARAMARK REFRESHMENT SERVICES, INC.**, a Delaware Corporation operating a vending services division in Kenosha, Wisconsin, hereinafter referred to as the "Employer" and **TEAMSTERS, CHAUFFEURS, AND HELPERS UNION LOCAL 43**, hereinafter referred to as the "Union".

**WITNESSETH THAT**

The parties hereto, for and in consideration of the mutual promises and obligations hereinafter imposed and mutual benefits derived, agree to and with each other as follows:

**ARTICLE 1 - INTENT AND PURPOSE**

In order to prevent strikes and lockouts and to insure a peaceful adjustment and settlement of any and all grievances, disputes and differences which may arise between any of the parties to this Agreement without stoppage of work and to bring about, as near as is possible, uniform conditions that will tend to stabilize and encourage the vending industry, both parties have entered into this Agreement.

**ARTICLE 2 - SCOPE OF OPERATIONS COVERED**

This Agreement shall cover all work performed by employees of this Employer employed in the classifications of work covered by this Agreement. This shall not be construed to negate or invalidate any collective bargaining agreement between the Employer and a bona fide Union covering work outside the geographic jurisdiction of Teamster Local Union No. 43 on the effective date of such Agreement. The Employer hereby assigns all work involved in the operation of the Employer's business to the employees in the bargaining unit here involved.

**ARTICLE 3 - UNION SECURITY**

**Section 1.**

**(A)** The Employer recognizes and acknowledges that Teamsters, Chauffeurs, and Helpers Union Local No. 43 is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purposes of collective bargaining as provided by the National Labor Relations Act.

**(B)** All present employees who are members of the 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 Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the thirty-first (31<sup>st</sup>) day following the beginning of their employment or on and after the thirty-first (31<sup>st</sup>) day following the effective date of this subsection, whichever is the later. The provisions of this subsection shall not be enforced unless the requirements of State law, if any, are met.

## ARTICLE 38 - PENSIONS

**Section 1.** Effective **April 1, 2011** the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of **one hundred thirty six dollars (\$136.00)** per week for each regular employee covered by this Agreement who has been on the payroll thirty (30) working days or more. Effective **April 1, 2012**, the Employer's contribution shall increase to **one hundred forty six dollars and ninety cents (\$146.90)** per week, and effective **April 1, 2013**, the Employer's contribution shall increase to **one hundred fifty five and seventy cents (\$155.70)** per week.

**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 Southeast and Southwest Areas Contracts to which Employers who are party to this Contract are also parties.

**Section 3.** By the effective date 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.

**Section 4.** 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 week on each regular or extra employee, even though such employees 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 or Health and Welfare 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 Section.

**Section 6.** 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 nine (9) months.

**Section 7.** 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 two (2) months.

**Section 8.** The parties also agree that in the event that an individual, employed on a casual or temporary basis, works one thousand (1,000) hours or more in a twelve (12) month period, he will be considered a regular employee for purposes of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of the year and all subsequent years), will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

# **AGREEMENT**

**BETWEEN**

**ARAMARK REFRESHMENT SERVICES, LLC  
MENASHA, WISCONSIN  
DRIVERS AND MECHANICS  
UNIT #6117**

**AND**

**INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS UNION, LOCAL NO. 662**

**RECEIVED**

**FEB 05 2014**

**EFFECTIVE: September 1, 2013**  
**EXPIRING: August 31, 2016**

**CONTRACT  
DEPARTMENT**

## AGREEMENT

THIS AGREEMENT made and entered into by and between ARAMARK REFRESHMENT SERVICES, LLC, a Delaware Corporation, operating a vending services division in Menasha Wisconsin, hereinafter referred to as the EMPLOYER, and TEAMSTERS LOCAL NO. 662, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the UNION.

## WITNESSETH

WHEREAS, both parties are desirous of preventing strikes and lockouts and to maintain a uniform minimum scale of wages, hours and working conditions among the members of the Union and concerns, individuals, and corporations hiring and employing all employees excluding all managers, office clerical employees, guards and supervisors, as defined in the Act, and to facilitate a peaceful adjustment of all grievances and disputes which may arise from time to time between the Employer, the Union, and the Employer's employees as above described, the following conditions are set forth.

### ARTICLE 1 - RECOGNITION AND UNION SHOP

Section 1.1 The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer for all employees employed by the Employer at 1360 Appleton Road, Menasha, Wisconsin, but excluding porters, attendants, sales personnel, office and clerical employees, commissary employees, guards, professional and managerial employees and supervisors as defined in the Act.

Section 1.2 All present employees who are members of the Local Union on the effective date of this Subsection, shall remain members in good standing of the Union as a condition of employment. All present employees who are not members of the 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 or after the thirty-first (31<sup>st</sup>) day following the beginning of their employment or the effective date of this Subsection whichever is the later.

Section 1.3 A newly employed person shall work under the provisions of this Agreement but shall be employed only on a sixty (60) day trial basis during which period he may be discharged without further recourse. This sixty (60) day trial period will be extended to ninety (90) days upon written request by the Employer to the Union prior to the expiration of the sixty (60) day trial period. At the completion of the trial period, or the trial period extension as requested, the employee shall be placed on the seniority list as of his last date of hire.

Section 1.4 When the Employer needs additional help, he shall give the Union equal opportunity with all other sources to provide suitable applicants. The Employer shall not be required to employ those referred by the Union.

1. the employee premium contributions; and/or
2. the design or operation of health benefits of the plan to bring it into compliance with PPACA.

All employees hired prior to 9/01/10, will continue to be eligible to elect participation in ARAMARK Healthcare and receive the Employer contribution, at the rates established above, towards the cost of their selected level of benefits, or alternatively opt out and receive the Employer contribution in the form of a quarterly payment.

All employees hired after 9/01/10, will be eligible to elect participation in ARAMARK Healthcare and receive the Employer contribution, at the rates established above, towards the cost of their selected level of benefits. No financial opt-out payments will be provided to employees hired after 9/01/10 who opt out of ARAMARK Healthcare.

Employer will provide Short Term Disability at three hundred dollars (\$300.00) per week for twenty six (26) weeks; Employer will provide twenty thousand dollars (\$20,000.00) Life Insurance per employee.

Section 43.2 Upon the end of active employment, the option to elect continuation of existing participation in Employer-sponsored group health benefit plans under the federal law known as "COBRA" and/or under an applicable State counterpart law will be made available. Should medical insurance coverage continuation be elected through COBRA, all associated eligibility periods, costs and responsibilities to the employee will apply in accordance with all applicable active regulations regarding COBRA coverage.

#### ARTICLE 44- PENSION

Section 44.1 The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund on September 1, 2013 the sum of one hundred thirty-seven dollars and sixty cents (\$137.60) per person per week. On September 1, 2014 the contribution will be one hundred forty-three dollars and ten cents (\$143.10) per person per week. On September 1, 2015 the contribution will be one hundred forty-eight dollars and eighty cents (\$148.80).

Section 44.2 This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other Pension Fund under this Agreement.

Section 44.2(b) Employee may participate in the Employer 401K plan with no match.

Section 44.3 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.



Section 44.4 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 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.

Section 44.5 Action for delinquent contributions may be instituted by the Local Union, the Joint Council, or the Trustees. Employers who are delinquent must also pay all attorneys' fees and cost of collections.

Section 44.6 The operation of the Employer and the direction of the work force is vested in the Employer, subject to the provisions of this Agreement.

#### ARTICLE 45-SICK LEAVE

Section 45.1 All employees with one (1) or more years of service shall receive six (6) days per calendar year. Employees with less than one (1) year of service shall accumulate one-half (1/2) sick day per month up to a maximum of six (6) days in any calendar year. Employees shall be paid for their unused sick leave as of December 31st, not later than January 15th of the following year. Sick leave pay as herein provided shall be the amount of pay an employee would have received had he worked his regular scheduled hours, at straight time (no premium rate).

#### ARTICLE 46- MEETINGS OUTSIDE WORKING HOURS

Section 46.1(a) Employees may be required to attend not more than one (1) instructional meeting per month on care and maintenance of equipment, new methods, and techniques, etc. Such meetings shall not exceed one and one-half (1-1/2) hours in duration.

Section 46.1(b) The Employer agrees to post a notice of such meeting with five (5) day notice with agenda before holding any such meeting.

#### ARTICLE 47- TERMINATION

Section 47:1 This Agreement shall be effective September 1, 2013 and shall continue in full force and effect until and including the 31st day of August, 2016 and will continue thereafter from year to year unless written notice of termination is given by either party at least sixty (60) days prior to August 31, 2016 or sixty (60) days prior to August 31 in any year thereafter.

The Employer's address for purpose of sending an opening notice is:

ARAMARK Refreshment Services, Inc.  
Attention: Labor Relations  
39303 Country Club Drive  
Suite A-1  
Farmington Hills, Michigan 48331

BETWEEN

**ARAMARK REFRESHMENT SERVICES, LLC**  
**CINCINNATI VENDING AND**  
**OFFICE COFFEE SYSTEMS - #6004 - 4405 TERMINAL**  
**FORD SHARONVILLE RES. VENDING - #4419 - 2704 TERMINAL**

AND

**TRUCK DRIVERS, CHAUFFEURS AND**  
**HELPERS LOCAL UNION NO. 100, IBT**

**RECEIVED**

JAN 14 2015

CONTRACT  
DEPARTMENT

EFFECTIVE: November 16, 2013  
EXPIRING: February 15, 2017

## LABOR AGREEMENT

**THIS AGREEMENT**, effective November 16, 2013, entered into by the **TRUCK DRIVERS, CHAUFFEURS AND HELPERS, LOCAL UNION NO. 100**, an Affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter known as the "Union", and **ARAMARK REFRESHMENT SERVICES, LLC Cincinnati Division**; located at 4890 Duff Drive Cincinnati, OH 45246.

WITNESSETH:

### ARTICLE 1 - 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 drivers, drivers' helpers, mechanics, and lead men (in accordance with Schedule herein) both regular and extra, employed by Company directly or indirectly, or in any wholly owned or controlled subsidiary Company. Wages, hours, and working conditions for job classifications created or added by Management during the term of this Agreement shall be subject to negotiation.

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 is through duly authorized representatives of the Union.

Section 4. The Company agrees that it will not sponsor nor promote financially or otherwise, any 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.

### ARTICLE 2 - UNION SHOP & DUES

Section 1. Union Shop:

- (a) The Company 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 National Labor Relations Act.
- (b) All present employees who are members of the Union on the effective date of this subsection, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the thirty-first (31<sup>st</sup>) calendar day following the beginning of their employment, or on and after the thirty-first (31<sup>st</sup>) day following the effective date of this subsection, whichever is later. This provision shall be made and become effective as of such time as it may be made, and become effective under the provisions of the National Labor Relations Act, but not retroactively.

- (2) offer employees subject to the Agreement the opportunity to enroll in Company health benefits and immediately cease any and all Company contributions to the plan identified in this CBA subject to the relevant employer/employee contributions identified in this agreement;

Section 8. The parties agree that the Company shall not be obligated, in 2018 or beyond, to pay any excise tax under Internal Revenue Code Section 4080I associated with the terms of the coverage provided to collective bargaining unit employees under this Agreement. Should any such excise tax be imposed, the Company may request the parties meet to discuss and find a way to avoid any taxes, penalties, surcharges or other costs to the Company.

In the event the parties are unable to reach an agreement within two (2) weeks after the Company notifies the Union of the issue, the parties agree that the Company may in its sole discretion, take any steps necessary to avoid the tax, penalty, surcharge or other costs under the Patient Protection and Affordable Care Act or other applicable law; including, but not limited to:

- (1) modifying the design, cost or operation of health benefits under this Agreement so that they comply with Internal Revenue Code Section 4080I; or
- (2) offering employees subject to the Agreement the opportunity to enroll in a Company benefits plan that will not incur any taxes or penalties pursuant to Internal Revenue Code Section 4080I and immediately cease any and all Company contributions to the plan identified in this CBA.

#### **ARTICLE 18 - MOONLIGHTING**

The work performed under the terms of this Contract will be considered as primary employment. In no event will an employee be permitted to work for any Company or individual who is in direct competition with Aramark Services, Inc.

#### **ARTICLE 19 - PENSION BENEFITS**

Section 1. The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who has been on the payroll thirty (30) days or more as follows:

- Effective September 2, 2014: Two hundred fifty-nine dollars (\$259.00)  
Effective September 2, 2015: Two hundred sixty-nine dollars and forty cents (\$269.40)  
Effective September 2, 2016: Two hundred eighty dollars and twenty cents (\$280.20)

By 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.

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, who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

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

Contributions to the 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 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.

Contributions shall be made for any regular employee on lay-off who is worked one (1) day in any week for any reason.

Notwithstanding anything herein contained, it is agreed that in the event the Company is delinquent at the end of a period in the payment of contributions to the Pension Fund, in accordance with the rules and regulations of the Trustees of such Fund, the employee or their representative, after the proper official of the Union shall give seventy-two (72) hours' notice to the Company of such delinquency in Pension payments, shall have the right to take such actions as they deem necessary until such delinquent contributions are paid, 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.

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

The Union will provide copies of the trust agreements and form 5500.

**LETTER OF UNDERSTANDING**

THIS LETTER OF UNDERSTANDING is entered into by and between Truck Drivers, Chauffeurs and Helpers Local Union No. 100, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union", and Aramark Refreshment Services, LLC, hereinafter referred to as the "Employer".

The purpose of this Letter of Understanding is to address Pension Fund eligibility for newly hired employees. The Union has agreed to allow the Employer to establish a ninety (90) calendar day probationary period for newly hired employees. However, in the event that the Central States Pension Fund does not accept this provision, the parties hereby agree that the Employer shall contribute to the Central States Pension Fund for each employee who has been on the payroll thirty (30) calendar days or more.

This Letter of Understanding does in no way alter the provision of the probationary period or placement on the Employer's seniority list. This provision is to comply with the rules and regulations of the Central States Pension Fund.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals on the dates so stated below.

**UNION:**

**TRUCK DRIVERS, CHAUFFEURS, AND HELPERS LOCAL UNION NO. 100**

Redacted by U.S. Treasury

11-20-14

Date

1/15/2014

Date

Date

**EMPLOYER:**

**ARAMARK REFRESHMENT SERVICES, LLC**

Redacted by U.S. Treasury

11-8-14

Date

12/19/14

Date

1/4/15

**RECEIVED**

JAN 14 2015

**CONTRACT DEPARTMENT**

**AGREEMENT**

Between

**ARAMARK CORPORATION**  
Through its division, Business Services  
**FULL TIME EMPLOYEES**

At:

**#0402 Chrysler Warren Stamping**  
**#0613 Chrysler Center Line**  
**#6519 Chrysler Technical Center**

And

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**  
**CHAUFFEURS, WAREHOUSEMEN AND HELPERS**  
**OF AMERICA, LOCAL #337**

**EFFECTIVE: April 2, 2011**  
**EXPIRING: April 1, 2014**

**RECEIVED**

MAR 13 2013

**CONTRACT  
DEPARTMENT**

## **AGREEMENT**

### **INTRODUCTION**

THIS AGREEMENT, made and entered into this 2<sup>nd</sup> day of April, 2011, by and between **ARAMARK CORPORATION, through its division, Business Services**, party of the first part, and hereinafter termed the "Company", and **LOCAL #337**, affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA**, party of the second part and hereinafter called the "Union".

WHEREAS:

Both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of work for employees of the Company, and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Company and its employees; and of promoting and improving peaceful industrial and economic relations between the parties.

WITNESSETH:

### **ARTICLE I - RECOGNITION, UNION SHOP AND DUES**

Section 1. The Company recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Company of those classifications of employees covered by this Agreement and listed in the attached Schedule "A".

Section 2. All present employees who are members of the Local Union on the effective date of this Section 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 thirty-first (31<sup>st</sup>) day following the beginning of their employment or on and after the thirty-first (31<sup>st</sup>) day following the effective date of this Section or the date of this Agreement, whichever is the later.

When the Company needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Company shall not be required to hire those referred by the Union.

Section 3. The Company agrees to deduct from the pay of each employee all dues and/or initiation fees of Local No. 337 and pay such amount deducted to said Local No. 337 for each and every employee, provided however, that the Union presents to the Company authorizations, signed by such employee, allowing such deductions and payments to the Local Union.

The Company 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



Effective March 31, 2013, the maximum Company contribution will be:

Single:	One hundred fifteen dollars and thirty cents (\$115.30)
Employee + spouse or children:	Two hundred sixty-eight dollars and eighty cents (\$268.80)
Family:	Three hundred thirty-four dollars and sixty cents (\$334.60)

If premiums increase to more than the above stated amounts, then employees will pay the difference from their wages.

Effective the week following July 29, 2011, employees will contribute, by payroll deduction, as follows:

Single:	Twenty-five dollars (\$25.00) per week towards the Company's cost for Health and Welfare.
Employee + spouse or children:	Fifty dollars (\$50.00) per week towards the Company's cost for Health and Welfare.
Family:	Seventy-five dollars (\$75.00) per week towards the Company's cost for Health and Welfare.

All payments into the Welfare Fund must be made within fifteen (15) days from the end of each calendar month to the National Bank of Detroit, which bank has been made depository for the Michigan Conference of Teamsters Welfare Fund.

#### Section 2:

##### **Central States Pension:**

The Company agrees to pay to the Central States Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who has been on the payroll for ninety (90) calendar days a contribution of:

Effective April 27, 2011, the Company agrees to pay one hundred sixty-eight dollars and seventy cents (\$168.70) per week.

Effective April 27, 2012, the Company agrees to pay one hundred eighty-two dollars and twenty cents (\$182.20) per week.

Effective April 27, 2013, the Company agrees to pay one hundred ninety-three dollars and ten cents (\$193.10) per week.

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.

Section 3. Contributions to the Health and Welfare Fund and to the Pension Fund must be made for each week on each regular full-time 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 Company but not under provisions of this Agreement, and although

contributions may be made for those weeks into some other Health and Welfare Fund and/or Pension Fund.

Section 4. 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.

Section 5. If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company will pay up to four (4) weeks twice a year, to a maximum of eight (8) weeks per calendar year. If the employee is injured on the job, the Company 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.

Section 6. If an employee is granted a leave of absence, the Company 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.

Section 7. Notwithstanding anything herein contained, it is agreed that in the event the Company is delinquent at the end of a monthly period in the payment of contributions to the Health and Welfare and/or Pension Funds, 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 Company 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 in the event such action is taken, the Company shall be responsible to the employees for losses resulting therefrom.

Section 8. By the execution of this Agreement, the Company authorizes the Employer's Associations who are signatories to similar Collective Bargaining Agreements signed with the Teamster 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 hereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

## **ARTICLE XVI - WORK WEEK**

Section 1. The regular workweek shall normally consist of five (5) consecutive days within a seven (7) day period. Full-time employees shall be given one-half (1/2) hour off for a meal period (without pay); such meal not to be paid for by the Company.

Section 2(a). Full-time hourly-rated employees will be scheduled for a minimum of thirty-two and one-half (32.5) hours per week unless the Company orders them not to show up during their normal five (5) day work week.

Employees shall not be forced to work more than sixty (60) hours in a five (5) day week unless he/she chooses to do so.



# UNION CONTRACT

~BETWEEN~

THE INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS  
LOCAL UNION No. 79

~AND~

ARAMARK UNIFORM SERVICES, INC.  
PRODUCTION EMPLOYEES OF TAMPA, FL



NOVEMBER 20, 2008 - NOVEMBER 19, 2012

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**AGREEMENT**

THIS AGREEMENT, made and entered into by and between ARAMARK UNIFORM & CAREER APPAREL, L.L.C., a Delaware corporation, a wholly owned subsidiary of ARAMARK Corporation, operating textile processing, rental and maintenance service facilities in Tampa, Florida, hereinafter referred to as the "EMPLOYER" and TEAMSTERS LOCAL NO. 79, Tampa, Florida affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION", which agree to be bound by the terms and provisions of this Agreement.

**PREAMBLE**

It is the aim and purpose of this Agreement to assure industrial peace and efficient economical and profitable production, enabling the employees and the Employer to provide, so far as economic conditions may permit, security and continuing of employment; therefore, the Employer and the Union should have a common and sympathetic interest in the industry, a working system and harmonious relation which are necessary to improve the relationship between the Employer, the Union, the employees of the Employer and the public. Progress in industry demands a mutuality of confidence among the Employer, its employees and the Union, so that all shall benefit from these common sense methods, and to these ends, this Agreement has been made and mutually agreed upon.

**ARTICLE 1 - RECOGNITION**

- 1.1 The Employer recognizes the Union as a sole and exclusive bargaining agent for the Linen and Uniform Plant employees at its operation at the Tampa location. It is understood and agreed that the aforesaid employees shall be governed by this Agreement.
- 1.2 It is further agreed that the plant Maintenance and Janitor classifications shall be covered by the Route Sales Agreement. This Agreement shall exclusively cover the plant employees only.

**ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.1 The Employer alone shall determine the manner and methods of the operation of the business without any interference on the part of the Union or any of its representatives. In the management and conduct of the Employer's business, the Employer shall have the right to establish, determine, maintain and enforce reasonable standards of production.

**ARTICLE 34 - FUNERAL LEAVE**

34.1 Employees who are absent from work to attend the funeral services of their Father, Mother, Foster Parent, Step-Parent, Son, Daughter, Step-Children, Sister, Brother, Mother-in-law, Father-in-law, Grandparent or Grandchildren will be allowed to be absent up to three (3) days with pay. Such absence from work to attend the funeral of employee's spouse shall be granted up to five (5) days. The compensable day or days must fall within the employee's regularly scheduled workweek and the Employer may require proof of death and relationship before making payment. No funeral days shall be duplicated with pay, such as an employee on vacation or paid holiday should fall either the employee would be paid for one or the other but not both. It is understood that an employee must have completed his/her probationary period to be entitled to funeral leave. Any proven dishonesty regarding the above may subject an employee to discharge.

**ARTICLE 35 - PENSION PLAN**

35.1 The Employer shall contribute for each employee of the Employer covered by this Agreement to the Central States Southeast, Southwest Areas Pension Fund, as outlined in the Central States Participation Agreement the following sums:

Effective November 20, 2008	\$25.90 /week
Effective November 20, 2009	\$28.00 /week
Effective November 20, 2010	\$30.20 /week
Effective November 20, 2011	\$32.60 /week

35.2 By the execution of the 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 Trustee 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 on the job injury and notifies the Employer of such absence, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for more than nine (9) months. 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 pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than four (4) weeks. 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.

- 35.3 Contribution to the Pension Fund must be made for each week on each regular or extra employee, even through such employee may work only part-time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of the Agreement, and although contributions may be made for those weeks into some terms of this Agreement shall not be covered by the provisions of this paragraph. Employers presently making payments to the Central States, Southeast and Southwest Areas Pension Fund, and Employers who may subsequently begin to make payments to such fund, shall continue to make such payment for the life of this Agreement.

**ARTICLE 36 - NON-DISCRIMINATION**

- 36.1 During the life of this Agreement, the Employer and the Union agree not to discriminate against any individual with respect to his/her hiring, compensation, terms or conditions of employment because of his/her race, color, religion, sex, sexual orientation, national origin, age (between the years of 40 and 70), disability or veteran status; nor shall they limit, segregate or classify employees in any way to deprive any individual employment opportunities because of his/her race, color, religion, sex, sexual orientation, national origin, age (between the years of 40 and 70), disability or veteran status.

**ARTICLE 37 - TRANSFER OF COMPANY TITLE, INTEREST**

- 37.1 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.
- 37.2 The Employer shall give notice of the existence of this Agreement to any purchaser, assignee, etc., of the operation covered by this Agreement. Such notice shall be in writing with a copy to the Union at the time the seller executes a contract of such transaction.

**ARTICLE 38 - DURATION**

- 38.1 **THIS AGREEMENT** shall become effective as of this 20<sup>th</sup> day of November 2008, and shall remain in full force and effect through and including the 19th day of November 2012, and each year thereafter, unless written notice of termination or modification is given at least sixty (60) days prior to any yearly expiration date by either parties thereto.
- 38.2 Should notice of termination or desired modification be given in the manner provided for above, the party desiring the same shall;

**MEMORANDUM OF AGREEMENT**

**between**

**Aramark Uniform and Career Apparel, Tampa, FL**

**-and-**

**IBT, Local 86**

AUCA CBA No. 0901

11/4/13

This Memorandum of Agreement (hereinafter referred to as the "MOA") by and between the Company and the Union pertains to the referenced Collective Bargaining Agreement (hereinafter referred to as the "Agreement") and is proffered as the basis for the final settlement on the terms and conditions of a new Agreement.

*Duration: The Agreement will extend from November 23, 2012 through November 20, 2015.*

6.1 The Employer agrees that there shall be no partiality shown among any of its employees as to working conditions, or as to any conditions of employment which now exist or may hereafter become a practice of the Employer.

**6.2 The Employer agrees to provide a safe working environment to its employees, and shall not compel any employee to perform work in an unsafe manner.**

10.1 The employees covered by this Agreement who have completed one (1) year are entitled to five (5) days of sick leave (prorated on an hourly basis) **on his or her first anniversary date, and on January 1<sup>st</sup> of each year thereafter per year** and will be paid their current hourly rate of pay for eight (8) hours earnings per each day.

**10.2** The Employer may require a certificate from a doctor showing that the employee was unable to perform his/her duties after two (2) consecutive days of illness. Certificates must be furnished within forty-eight (48) hours of the employee's return to work. If the employee does not comply with this request he/she may forfeit sick leave pay in that instance, however, the employee shall be given the opportunity to furnish said certificate prior to forfeiture.

**10.3** Employees unable to report for work for any reason must report said fact to the office of the Employer at least one (1) hour before his/her scheduled starting time, or he/she may lose pay for that day, except in cases of extreme emergency.

0901  
AUCA CBA NO 563 MOA

panel decision. The appealing party shall pay for the cost of the arbitrator and any transcripts if required."

ARTICLE 35 – PENSION

35.1 Change the table to reflect the following rates

11/20/12 – \$35.20/wk

11/20/13 - \$37.30/wk

11/20/14 – 39.50/wk

The provisions of the 2008 – 2012 Agreement have been reviewed in detail by the Company and Union negotiators. Except for the modifications set forth in this MOA all provisions of the 2012 – 2015 Agreement will remain unchanged.

All modifications have been collectively bargained for and mutually agreed to and will be presented to the rank and file membership by the union with a unanimous recommendation for ratification.

All components of this MOA are contingent upon acceptance of it in its entirety by the membership of Teamsters Local 79 on or before 12:01 A.M. on November 30, 2013,

Redacted by U.S. Treasury

Redacted by U.S. Treasury

For the Company

For the Union

Redacted by U.S. Treasury

Redacted by U.S. Treasury

For the Company

For the Union



APR 2 - 2012

# COLLECTIVE BARGAINING AGREEMENT

between

**ARAMARK UNIFORM SERVICES, INC.**  
2817 N. 35<sup>TH</sup> STREET  
TAMPA, FL 33605

and

**TEAMSTERS LOCAL UNION NO. 79**  
5818 E. MLK Jr. Blvd  
TAMPA, FL 33619

Covering the  
**RSR/RSS BARGAINING UNIT**  
MC 563 Tampa, FL  
MC 563b Fort Myers, FL

**RECEIVED**

MAY 15 2012

**CONTRACT  
DEPARTMENT**

For the Period:  
November 25, 2011 to November 24, 2015

## AGREEMENT

**THIS AGREEMENT**, made and entered into by and between ARAMARK UNIFORM SERVICES, INC., a Delaware Corporation operating textile rental and maintenance service facilities in Tampa and Ft. Myers, Florida, hereinafter referred to as the "Employer" and Teamsters Local Union No. 79, Tampa, Florida, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union", which agree to be bound by the terms of and provisions of this Agreement.

## PREAMBLE

It is the aim and purpose of this Agreement to assure industrial peace and efficient, economical and profitable production, enabling the employees and the Employer to provide, so far as economic conditions may permit, security and continuing of employment; therefore, the Employer and the Union should have a common and sympathetic interest in the industry, a working system and harmonious relation which are necessary to improve the relationship between the Employer, the Union, the employees of the Employer and the public. Progress in industry demands a mutuality of confidence among the Employer, its employees and the Union, so that all shall benefit from these common sense methods, and to these ends this Agreement has been made and mutually agreed upon. The Corporate objectives(s) for continued growth is for a positive net gain with a minimum of zero (0) net of new business sales and lost business.

## ARTICLE 1 – Recognition

1.1 The Employer recognizes the Union as a sole and exclusive bargaining agent for Linen and Uniform Route Sales Representatives at the Employer's operations at its above mentioned locations. It is understood and agreed that the aforesaid employees shall be governed by this Agreement.

1.2 In the event that vehicle maintenance is performed by more than one (1) person, any additional employees shall be covered by this Agreement. It is further agreed that the "Plant Maintenance" classification and "Janitor" classifications shall be covered by this Agreement.

## ARTICLE 2 – Management Rights

2.1 The Employer retains the exclusive right, power and authority to manage the business and plant, and to direct the working forces which the Employer had or possessed prior to the certification of the Union or prior to having entered into contractual relationship with the Union, except as these rights are specifically and expressly abridged by the provisions of this Agreement. These rights shall include, but are not limited to the hiring of employees, to promote, transfer, the right to plan, direct and control plant

with pay, such as an employee on vacation or when a paid holiday should fall, either the Employee would be paid for one or the other, but not both. It is understood that an employee must have completed his/her probationary period to be entitled to funeral leave.

### **ARTICLE 35 – Pension Plan**

35.1 The Employer will contribute for each employee of the Employer covered by this Agreement to the Central States Southeast, Southwest Areas Pension Fund, who has been on the payroll sixty (60) days or more the following sums:

Effective November 26, 2011 - \$182.20  
Effective November 24, 2012 - \$193.10  
Effective November 30, 2013 - \$200.80  
Effective November 29, 2014 - \$208.80

35.2 By 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 absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to pay the required contributions until such employee returns to work; such contributions, however, shall not be paid for a period of more than nine (9) 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 his/her period of absence.

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

35.4 For new employees as referenced in Article 32 (Probation), the Employer shall contribute to the Central States, Southeast & Southwest Area Pension Funds after thirty (30) days of employment.

# AGREEMENT

between

**ARAMARK UNIFORM SERVICES, INC.**

2312 25th Street, North  
Birmingham, AL 35202

**ROUTE SALESPERSONS**

and

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN  
AND HELPERS OF AMERICA  
LOCAL NO. 612**

**RECEIVED**

**APR 14 2011**

**CONTRACT  
DEPARTMENT**

Covering the period from  
November 27, 2010 to and including November 26, 2015

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## **AGREEMENT**

THIS AGREEMENT, entered into and effective November 27, 2010 between ARAMARK Uniform Services, Inc., a Delaware Corporation, operating at the Plant in Birmingham, Alabama (hereinafter referred to as the "Company"), and TEAMSTERS LOCAL UNION NO. 612, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, (hereinafter referred to as the "Union"), for and in consideration on the part of the Company to pay the agreed scale of wages set out and made a part of this Agreement, and to recognize the Union as the sole bargaining agent for all the employees covered by this Agreement, and the promise on the part of the Union to furnish competent help, if available, and to do the work required by the Company in a workmanlike manner, together with all other valuable considerations as set out in this Agreement; therefore, all parties mutually agree to be bound by the following terms and provisions covering wages, hours and working conditions as set forth in the following paragraphs.

### **PREAMBLE**

It is the aim and purpose of this Agreement to assure industrial peace and efficient economical and profitable production, enabling the employees and the Company to provide so far as economic conditions permit, security and continuity of employment; therefore, the Company and the Union shall have a common and sympathetic interest in the industry and working out a system of harmonious relations which are necessary to improve the relationship between the Company and the Union, the Company's employees and the public. Progress in industry demands a mutuality of confidence between the company, its employees and the Union so that all will benefit by common sense methods, and to these ends, this Agreement has been made and mutually agreed upon.

### **ARTICLE 1 - RECOGNITION**

- 1.1 The Company agrees to recognize the Union as the exclusive representative of all of the Route Sales Representatives working in and out of the Company's Birmingham, Alabama Plant as certified by the National Labor Relations Board on April 22, 1968, in Case No. 10-RC-7356, for the purpose of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment.
- 1.2 The Company agrees to give equal consideration to prospective employees furnished through the employment facilities of the Union when in need of employees working in the various classifications covered by this Agreement.

### **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.1 The Company alone shall determine the manner and methods of operating its business without any interference on the part of the Union or any of its representatives, in the management and conduct of its business, including, without limiting the generality of the foregoing, the right to hire, the right to make improvements in its work procedures and the right to supervise its employees.

also expected to expend their total effort in an effort to meet the Market Center's goals for retention, sales and service. Before discipline is issued, however, the Company shall review and consider a Route Sales Representative's total effort including "Go Leads", prospects, samples, written proposals, the sale of goods, customers under contract, retention and L&R. Performance shall be reviewed on a monthly and year-to-date basis. A reasonable effort is expected towards attainment of these objectives.

### ARTICLE 31 - COMPANY MEETINGS

- 31.1 Time spent in attendance at any required meetings called for by the Company shall be calculated and compensated as hours worked.

### ARTICLE 32 - PENSION PLAN

- 32.1 The Company shall contribute amounts not to exceed the following to the Central States Southeast and Southwest Area Pension Fund, Schedule B:

Effective November 27, 2010	\$114.30 per week
Effective November 27, 2011	\$123.40 per week
Effective November 27, 2012	\$130.80 per week
Effective November 27, 2013	\$136.00 per week
Effective November 27, 2014	\$141.40 per week

By the execution of this Agreement, the Company shall enter into appropriate trust agreement necessary for the administration of such funds and to designate the Employers' trustees under such agreements hereby 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 Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Company 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 twelve (12) months.

### ARTICLE 33 - ALCOHOL & DRUG TESTING PROGRAMS

- 33.1 The Company and the Union recognize the importance of highway safety and a working environment free of employees under the influence of alcohol and/or controlled substances. The purpose of this alcohol and drug testing provision is to extend substance abuse screening to all employees in safety-sensitive positions. Any drug testing program established by the Company shall comply with the Department of Transportation (D.O.T.) and National Institute of Drug Abuse (N.I.D.A.) regulations with regard to classes of controlled substances, tests required, testing procedures and designating drivers "unqualified." Drivers designated as "unqualified" may be subject to disciplinary action up to and including discharge.

JAN 18 2013

# AGREEMENT

between

**ARAMARK UNIFORMS AND  
CAREER APPAREL, INC.**

MC 307 Charlotte, NC  
2321 Wilkinson Blvd.  
Charlotte, NC 28208

**ROUTE SALESPERSONS**

and

**INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN  
AND HELPERS OF AMERICA  
LOCAL UNION NO. 71**

Covering the period from  
July 15, 2012 to and including July 14, 2015

**RECEIVED**

JUN 20 2013

**CONTRACTS  
DEPARTMENT**

## AGREEMENT

THIS AGREEMENT, made and entered into by and between ARAMARK UNIFORMS AND CAREER APPAREL, INC., located at 2321 Wilkinson Boulevard, Charlotte, North Carolina, hereinafter referred to as the "EMPLOYER", and LOCAL UNION NO. 71 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "UNION". All parties mutually agree to be bound by the following terms and provisions covering wages and working conditions, as set out in the following paragraphs.

## PREAMBLE

It is the aim and purpose of this Agreement to ensure industrial peace and efficient economical and profitable production, enabling the employees and the Employer to provide, insofar as economic conditions may permit, security and continuity of employment; therefore, the Employer and the Union should have a common and sympathetic interest in the industry, a working system and harmonious relations which are necessary to improve the relationship between the Employer, the Union, the employees of the Employer and the public. Progress in industry demands a mutuality of confidence between the Employer, its employees and the Union so that all will benefit by common sense methods, and to these ends this Agreement has been made and mutually agreed upon.

## ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Union as agent for all outside Route Sales Representatives supplying cleaned and laundered work clothes and such other products as the Employer may supply for the purpose of negotiating terms and conditions under which the above-classified employees shall work.
- 1.2 When a new outside Route Sales Representative is employed on an established or partly established route, during his/her educational and training period of eight (8) weeks, he/she shall be entitled to a minimum wage of five hundred dollars (\$500.00) per week and no commission. After this period he/she shall be entitled to the rate of pay as provided for commissioned Route Sales Representatives herein, provided that the Employer shall have the right to dismiss said employee prior to the end of the eight (8) weeks, with or without cause. During said eight (8) week trial period, the employee shall not be entitled to the benefits of the Agreement. At the end of the said eight (8) week period, the employee shall be paid the regular commission herein provided for.
- 1.3 With respect to employees domiciled in those states covered by this Agreement in which required Union membership as a condition of employment is not prohibited by law, the



Route Sales Representative employees must use reasonable effort to obtain weekly route sales and reduce losses from their respective routes. Failure to use reasonable effort and continued performance below the aforementioned BBG growth may result in progressive discipline, up to and including discharge. Prior to any disciplinary action, a meeting shall be conducted between the General Manager, Union Steward, and the affected employee. Employee performance shall be evaluated on a quarterly basis.

### ARTICLE 31 - PENSION PLAN

- 31.1 Effective July 15, 2012, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$193.50 per week for each employee covered by this Agreement who has been on the payroll sixty (60) days or more. Effective July 15, 2013, said contribution shall be \$201.20 per week, and effective July 15, 2014, said contribution shall be \$209.20 per week.
- 31.2 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 for or for operations under the Central States, Southwest Areas Agreements to which Employers who are party to this Agreement are also parties.
- 31.3 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 by such Trustees within the scope of their authority.
- 31.4 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 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.

### ARTICLE 32 - CREDIT UNION

- 32.1 The Employer agrees that those employees who desire to participate in the Team and Wheel Federal Credit Union can do so, on a payroll deduction basis. Further, the Team and Wheel Credit Union shall provide the Employer with appropriate forms signed by the individual employee involved giving the amount to be deducted weekly. The Employer shall remit to the credit union all deductions monthly. The employees and the Union shall hold the Employer harmless from any claims once the deductions have been remitted to the Credit Union.

AGREEMENT BETWEEN  
**ARAMARK UNIFORM AND CAREER APPAREL**  
ROUTESALES PERSON  
GREENSBORO, NC - FUQUAY-VARINA, NC  
AND  
**TEAMSTERS LOCAL UNION NO. 391**

AGREEMENT PERIOD

EFFECTIVE: APRIL 20, 2013

EXPIRING: APRIL 22, 2016

**RECEIVED**

DEC 18 2013

**CONTRACT  
DEPARTMENT**

## **ARTICLE 1 - AGREEMENT**

This agreement made and entered into between Aramark Uniform & Career Apparel, located at Greensboro, North Carolina, North Wilkesboro, North Carolina, and Fuquay-Varina, North Carolina, hereinafter referred to as the "employer" or the "company" and Teamsters Local Union No. 391 affiliated with the International Brotherhood of Teamsters, AFL-CIO, hereinafter referred to as the "union," which agree to be bound by the terms and provisions of this agreement.

## **ARTICLE 2 - BARGAINING UNIT WORK**

Supervisors and other non-bargaining unit employees will not perform bargaining unit work except;

- (a) absenteeism and vacation coverage
- (b) when there are non-bargaining unit employees available to perform the work needed when such is necessary for the purpose of instruction and/or training of personnel
- (d) in case of an emergency
- (e) during the establishment of a growth route.

## **ARTICLE 3 - BONDS**

Should the employer require an employee to be bonded, a cash bond shall not be compulsory, and any premium involved shall be paid by the employer.

## **ARTICLE 4 - CONDITIONS OF EMPLOYMENT**

The employer agrees that all conditions of employment other than those specifically negotiated in this agreement, relating to wages, general working conditions, or other employee's benefits, shall be maintained at not less than the highest standard in effect at the time of the signing of this agreement, and the conditions of employment shall be improved whenever specified provisions of improvements are made elsewhere in this agreement.

## **ARTICLE 5 - COMPENSATION CLAIMS**

The employer agrees to cooperate toward the prompt disposition of employee on-the-job injury claims. The employer shall provide workers' compensation protection for all employees, even though not required by state law or the equivalent thereof, if the injury arose out of or in the course of employment. An employee who is injured on the job, and is sent home, or to a hospital, or must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his/her regular shift on that day. In the event an employee sustains an occupational injury or injury while on a run away from the Market Center location, the employer shall provide transportation to the employee's Market Center location, if and when directed by a doctor. The employer agrees to provide any employee injured locally immediate transportation, at the time of the injury, from the job to the nearest appropriate medical facility and returned to the job, or to the employee's home, if required. In the event of fatality, arising in the course of employment while away from the Market Center location, the employer shall return the

interference with work or receipt or shipment of materials; provided further, that there shall be no lockout of employees by the Company.

- 2 In the event that any of the employees violates the provision, of the above paragraphs, the Union shall immediately order any of its members who participate in such action back to their jobs, and use every means at its disposal to prevent the conduct and continuance of such action.
- 3 Any employee or employees found guilty of instigating, actively supporting or condoning such actions shall be subject to immediate discharge.
- 4 It shall not be a violation of this agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Union party to this agreement, and including primary picket lines at the Employer's place of business.
- 5 It is further agreed that during the term of this agreement or beyond the termination hereof, or beyond the termination date of any extension thereof, employees shall not be entitled to any fringe benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption of work.

#### **ARTICLE 28 – PAYDAY**

Except for circumstances beyond the management's control, the payday for all route salespersons shall be Thursday, and pay shall be no later than Thursday. If Thursday falls on a holiday, Friday shall be the payday.

Paychecks going to satellite locations (Depots), except for circumstances beyond management's control will be forwarded on the first shuttle vehicle destined to such locations.

#### **ARTICLE 29 - PENSION PLAN**

The Employer shall contribute to the Central States, Southeast and Southwest Area Pension Fund the sum of \$107.60 per week for each employee covered by this agreement who has been on the payroll for thirty (30) days or more:

Effective April 22, 2013 through April 21, 2014, \$128 per week for each eligible employee.

Effective april 22, 2014 through April 21, 2015, \$133.10 per week for each eligible employee.

Effective April 22, 2015 through April 21, 2016, \$138.40 per week for each eligible employee.

This fund shall be the Central States Southeast Area Pension Fund. There shall be no other pension fund under this agreement for operations under this agreement or for operations under

this agreement or for the operations under the Southeast and Central States area agreements to which employers who are parties to this agreement are also parties.

By 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 funds and to designate the employer's trustees under such agreements 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 due to 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.

#### **New Section 1 Teamsters National 401K Plan**

All employees covered by this agreement who have been in the employ of the employer for forty-five (45) working days or more shall be eligible to participate in the Teamsters National 401K Savings Plan. The employer shall pay the record keeping expense for the plan. The employer shall withhold from an employee's earning, amount mutually agreed between the employer and employee and deposit such monies into a 401K account in the employee's name in compliance with the Internal Revenue code, E.R.I.S.A. and the Teamster National 401K Savings Plan participation agreement.

### **ARTICLE 30 - POLYGRAPH TESTS**

No employee will be required to take any form of lie detector test as a condition of employment. No employee will be required to take any form of a lie detector test.

### **ARTICLE 31 - PREAMBLE**

It is the aim and purpose of this Agreement, insofar as economic conditions may permit, to ensure the Employer and the Union enter into the Agreement with the mutual intent of preserving and protecting work and job opportunities for employees covered by this Agreement. The purpose of this agreement is to assure industrial peace by setting forth herein rates of pay, hours of work, and condition of employment to be observed between the parties. The parties recognize that only with mutual understanding, harmony and cooperation among employees, and between employees and the company, it is possible to conduct the company's business with the economy and efficiency indispensable to its existence and to the best interest of its employees, clients and customers.

### **ARTICLE 32 - PROBATIONARY EMPLOYEES**

A new employee shall be employed on a trial period of forty-five (45) days actually worked (excluding holidays), during which period he/she shall not be entitled to any of the benefits or provisions of this agreement, unless otherwise specified in this agreement and during such trial

**AGREEMENT**

between

**ARAMARK UNIFORM AND CAREER APPARELL, LLC**

Spartanburg, SC – MC 307b  
480 Old Greenville Road  
Spartanburg, SC 29302

Columbia, SC – MC 307c  
919 Airport Blvd.  
Columbia, SC 29205

**ROUTE SALESPERSONS**

and

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS  
OF AMERICA, LOCAL UNION NO. 509**

P. O. Box 310  
Taylors, SC 29687

Covering the period from  
June 12, 2010 to and including June 11, 2013

**RECEIVED**

**OCT 26 2011**

**CONTRACT  
DEPARTMENT**

## AGREEMENT

THIS AGREEMENT made and entered into by and between **ARAMARK UNIFORM AND CAREER APPAREL, LLC.**, Spartanburg/Greenville/Ashville, SC and Columbia, SC, hereinafter referred to as the "Company," and **LOCAL UNION NO. 509, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA**, hereinafter referred to as the "Union", for and in consideration of the promise on the part of the Company to pay the agreed scale of wages, as set out and made a part of this Agreement, and recognize the Union as the sole bargaining agent for all employees covered by this Agreement, and to do the work required by the Company in a workmanlike way together with other valuable consideration, as set out in this Agreement, therefore, all parties mutually agree to be bound by the following terms and provisions covering wages and working conditions, as set out in the following paragraph.

## PREAMBLE

It is the aim and purpose of this Agreement to assure industrial peace and efficient economical and profitable production, enabling the Company and its employees to provide, insofar as economic conditions may permit, security and continuity of employment, therefore, the Company and the Union should have a common and sympathetic interest in the industry, a working system and harmonious relations which are necessary to improve the relationship between the Company, the Union, the employees of the Company and the public. Progress in industry demands a mutuality of confidence between the Company, its employees, and the Union, so that all shall benefit by common sense methods, and to these ends this Agreement has been made and mutually agreed upon.

## ARTICLE 1 - RECOGNITION

1.1 – The Company recognizes the Union as the bargaining agent for all Route Sales Representatives, supplying cleaned and laundered work clothes and such other products as the Company may supply, for the purpose of negotiating terms and conditions under which the above classified employees shall work.

1.2 – When a new driver is employed on an established or partly established route, during his/her educational and training period of thirteen (13) weeks, he/she shall be entitled to a minimum wage of \$500.00 per week and no commission. After this period he/she shall be entitled to the rate of pay as provided for commissioned Route Sales Representatives herein, provided that the Company shall have the right to dismiss said employee prior to the end of the eight (8) weeks, with or without cause. During said eight (8) week trial period, the employee shall not be entitled to the benefits of the contract. At the end of the said eight (8) weeks period, however, he/she shall be paid the regular commission herein provided for.

27.4 – When new business is written by a Route Salesperson, he/she will be paid on a one-time three dollar (\$3.00) for one dollar (\$1.00) basis.

**ARTICLE 28 – PENSION PLAN**

28.1 – Effective in 2010, the Company shall contribute the following rates per week for every employee who has been on the payroll for more than sixty (60) days to the Central States Southeast and Southwest Areas Pension Fund:

	<b>Columbia, SC</b>	<b>Greenville SC, Spartanburg SC and Ashville NC</b>
Year 1	\$96.70	\$115.60
Year 2	\$102.50	\$124.80
Year 3	\$107.60	\$132.30

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

28.3 – By the execution of this Agreement, the Company 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.

28.4 – If an employee is absent due to illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Company 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 months.

28.5 – If at any time during the term of the collective bargaining agreement (CBA), the Central States Southeast and Southwest Area Pension fund is certified as in “critical” status and an Employer surcharge is imposed, the CBA will be immediately reopened as to wages only. All other provisions of the CBA, including the “no strike” clause, will remain in full force and effect.”



Teamsters Local 783

AGREEMENT

between

ARAMARK UNIFORM & CAREER APPAREL, LLC  
919 South Floyd Street  
Louisville, KY 40203

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
LOCAL UNION NO. 783  
7711 Beulah Church Road  
Louisville, KY 40228

**RECEIVED**

OCT 15 2012

**CONTRACT  
DEPARTMENT**

Covering the period from  
March 24, 2012 to and including March 23, 2015

## **AGREEMENT**

THIS AGREEMENT, made and entered into by and between ARAMARK Uniform & Career Apparel, LLC, 919 South Floyd Street, Louisville, Kentucky, party of the first part, hereinafter referred to as the "Employer" and/or the "Company", and TEAMSTERS LOCAL UNION NO. 783, Louisville, Kentucky, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, party of the second part, hereinafter referred to as the "Union".

WHEREAS, all parties to this Agreement desire to keep harmonious relationship between the Employer, the Union and the employees covered by this Agreement, and to keep working conditions at the highest possible level and in consideration of the promise on the part of the Employer to pay the agreed scale of wages, as set out and made a part of this Agreement and the employees covered by this Agreement to do the work required by the Employer in a workmanlike way, together with other valuable considerations, as set out in this Agreement, all parties mutually agreed to be bound by the following terms and conditions as set out in the following paragraphs, IT IS THEREFORE AGREED:

### **ARTICLE 1 - RECOGNITION**

- 1.1 The Employer recognizes the Union as the sole bargaining agent for those classifications of employees covered by this Agreement in collective bargaining with the Employer.
- 1.2 The term employees as used in this Agreement shall mean Route Sales Representatives only, excluding there from, however, all route working branch managers, maintenance employees, office and clerical employees, branch stockroom employees, plant supervisors, service representatives, sales representatives, executives, managers, supervisors, professional employees, administrative employees and guards, as defined in the National Labor Relations Act.

### **ARTICLE 2 - PROBATIONARY EMPLOYEES**

- 2.1 All newly hired employees and former employees when re-hired and covered by this Agreement, shall be considered as probationary employees in the classification for which they were hired and assigned to for a period of sixty (60) calendar days and shall be employed for such a time on a trial basis; any days scheduled to be worked during this period, but not actually worked, shall extend the probationary period by a like amount. During this period of time, the Employer may transfer, lay off or discharge said employee as it deems necessary, provided however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or for interfering, restraining, coercing or discriminating against employees with respect to such rights as are protected by the National Labor Relations Act.
- 2.2 During the probationary period, such new employee shall be given a minimum of four (4) weeks of supervised route and customer sales and service on the job training by the supervisor. The probationary period may be extended an additional thirty (30) days by mutual agreement between the Union and the Employer.
- 2.3 At the termination of the probationary period, probationary employees, if retained by the Employer, shall be placed on the regular seniority roster with a seniority date of the last date of hire and shall become regular employees.

Representative after 5:30 PM. Should weather or mechanical conditions require deliveries and/or pick up soiled merchandise without making a delivery of clean merchandise on the route assigned him/her.

- 32.6 Route Sales Representatives shall not be required to attend sales meetings unless held on Company time. All meetings must be posted or Route Sales Representatives notified at least forty-eight (48) hours in advance. All such meetings shall be held in the morning (except under special circumstances), shall be limited to three (3) per month and shall be no more than one (1) hour in duration.
- 32.7 In the event an hourly paid Route Sales Representative is called to work on an off day (a day other than the regular workweek as provided for herein), he/she shall receive a minimum of four (4) hours pay.

### ARTICLE 33 - FUNERAL LEAVE

- 33.1 In the event of the death of an employee's parent, spouse, child, mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, step-father, step-mother, step-child (if living with the employee) grandparents or grandchild, he/she shall be entitled to be absent from work to attend the funeral for up to three (3) workdays from the date of death up to and including the workday following the funeral, provided such days are regularly scheduled working days.
- 33.2 In the event of the death of an employee's aunt, uncle, brother-in-law or sister-in-law or anyone living in the employee's household, he/she shall be entitled to be absent from work to attend the funeral for one (1) workday from the date of death up to and including the workday following the funeral, provided such day is regularly scheduled working day.
- 33.3 Funeral leave pay per day shall be twenty percent (20%) of the guaranteed weekly wage.
- 33.4 Funeral leave absence days, when taken, shall only be for the death of relatives provided for above, and in no case shall such funeral leave be paid in the event the Employer requests proof of relationship to the deceased and such relationship is not established.
- 33.5 Any abuse or violation of funeral leave shall subject an employee to discharge.

### ARTICLE 34 - PENSION

- 34.1 The Employer's weekly contributions, per employee, to the Central States, Southeast and Southwest Areas Pension Fund will be as follows:

3/24/12	3/24/13	3/24/14
\$101.40	\$107.50	\$114.00

- 34.2 Contributions for new employees as defined under Article 2 of this Agreement shall be made in accordance with the Fund's provisions (which states after thirty (30) days of employment the Employer shall begin contributions). If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, and the employee consents thereto, the Employer shall continue to make the required contributions for a period of four (4) weeks. If the employee is injured on the job, the Employer shall continue to pay the required contributions

until such employee returns to work; such contributions, however, shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, he/she shall make self-payments through the Local Union Office of the required contributions into the Pension Fund during the leave of absence (see Local Union Office for details).

## **ARTICLE 35 - VACATIONS**

- 35.1 The following vacation schedule and provisions shall prevail:
- A. All employees after one (1) year of continuous employment with the Employer shall be entitled to one (1) week of vacation with pay.
  - B. All employees after two (2) years of continuous employment with the Employer shall be entitled to two (2) weeks of vacation with pay.
  - C. All employees after five (5) years of continuous employment with the Employer shall be entitled to three (3) weeks of vacation with pay.
  - D. All employees after fifteen (15) years of continuous employment with the Employer shall be entitled to four (4) weeks of vacation with pay.
- 35.2 Employees are eligible for their vacation on their anniversary date of continuous employment. Vacations shall only be taken after each anniversary date of employment and shall be taken prior to the next anniversary date of employment.
- 35.3 The Employer shall post a vacation selection schedule during the first (1st) week of January of each calendar year. Employees may indicate their individual preferences for earned vacation to be taken before December 31st of the calendar year. Where individual preferences conflict, the more senior employee's preference shall prevail. Vacation for employees who do not schedule vacation by February 28th shall be granted at the convenience of the Employer.
- 35.4 Only one (1) employee per week may schedule vacation during the weeks before and of a holiday. No employees, however, may schedule vacation during the week before, the week of and the week following the Christmas holiday.
- 35.5 If an employee elects to split his/her vacation into two (2) or more periods, he/she shall select the first and subsequent choices by seniority.
- 35.6 The vacation from one (1) period of eligibility can be taken consecutively with the vacation selected on the second (2nd) and subsequent choices by seniority.
- 35.7 It is agreed that if an employee terminates his/her employment before having completed his/her first (1st) full year of continuous employment, he/she waives the vacation time he/she has accrued, but upon the termination of his/her employment any time after his/her first (1st) full year of continuous employment, he/she shall be paid for all accrued earned vacation time due him/her since his/her last anniversary date of employment on a pro-rated basis. Layoff shall not be considered termination of employment.
- 35.8 Pro-rated vacation shall be computed as follows:
- A. Employees after one (1) full year of continuous employment, but less than two (2) full years of continuous employment since the last anniversary date of employment, shall receive one fifty-second (1/52nd) of a week's pay for each full week of service since their last anniversary date of employment.

# AGREEMENT

between

## ARAMARK UNIFORM AND CAREER APPAREL

MC 562 Orlando, FL  
2741 S. Division Avenue  
Orlando, FL 32805-6250  
(407) 841-1130

Ocala, FL  
540 S.W. 31<sup>st</sup> Ave  
Ocala, FL 34474

## ROUTE SALESPERSONS.

and

## INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 385

Covering the period from  
September 1, 2013 to and including October 28, 2016

**RECEIVED**

FEB 03 2015

CONTRACT  
DEPARTMENT

## AGREEMENT

THIS AGREEMENT made and entered into by and between **ARAMARK UNIFORM AND CAREER APPAREL**, in its Orlando, Florida plant located at 2471 South Division Avenue, and in its Ocala, Florida plant located at 540 S.W. 31<sup>st</sup> Ave hereinafter referred to as the "Company" and **TEAMSTERS LOCAL UNION NO. 385**, Orlando, Florida affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

## PREAMBLE

It is the aim and purpose of this Agreement to ensure industrial peace and efficient economical and profitable production, enabling the employees and the Company to provide, so far as economic conditions may permit, security and continuity of employment; therefore, the Company and the Union should have a common and sympathetic interest in the industry, a working system and harmonious relations which are necessary to improve the relationship between the Company, the Union, the employees of the Company and the public. Progress in industry demands mutuality of confidence among the Company, its employees and the Union, so that all will benefit from these common sense methods, and to these ends this Agreement has been made and mutually agreed upon.

## ARTICLE 1 - RECOGNITION

1.1 The Company recognizes the Union as the sole and exclusive bargaining agent for all Driver-Salespersons at the Company's operations at its Orlando and Ocala plants, for the purpose of collective bargaining in respect to rates of pay, wages, hours of work and other conditions of employment. The Company agrees to give equal consideration to the prospective employees furnished through the employment facilities of the Union when in need of Driver-Salespersons; The signing of this agreement shall not impact any parties' right to file or defend against any future UC proceedings filed with the NLRB regarding RSS job classifications.

### ARTICLE 32 - NON-DISCRIMINATION

32.1 During the life of this Agreement, the Company and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, sexual orientation, national origin, age (over the age of 40), handicap or veteran status; nor will they limit, segregate or classify employees in any way to deprive any individual employment opportunities because of race, color, religion, sex, sexual orientation, national origin, age (over the age of 40), handicap or veteran status.

### ARTICLE 33 - PENSION

33.1 Effective October 1, 1984, employees, except for those listed in the attached MEMORANDUM OF AGREEMENT, will be covered by the ARAMARK Uniform & Career Apparel Group - Retirement Savings Plan and will be subject to the terms and provisions of such Plan. A copy of the ARAMARK Uniform & Career Apparel Group - Retirement Savings Plan will be made available to the Union and the covered employees.

However, employees who were eligible and who chose to remain in the ARAMARK Uniform & Career Apparel Group - Retirement Savings Plan as of October 1, 1984, will remain in such plan.

33.2 Effective October 1, 1985, employees will be eligible for the ARAMARK Uniform & Career Apparel Group - Retirement Savings Plan through payroll deductions and will be subject to the terms and provisions of such plan. A copy of the Plan will be made available to the Union and the employees.

33.3 Effective September 1, 2007 the Company will increase its weekly contribution rates by 8%.

**MEMORANDUM OF AGREEMENT**

As agreed between ARAMARK Uniform Services, Orlando, FL and IBT Local No. 385 on September 30, 2003, for employees, as listed herein who either transferred from Servisco, Inc. or who were replacements for Servisco employees and who have and will continue to be covered by the Central States Southeast and Southwest Areas Pension Fund. Effective 1/1/14 the Company shall contribute the sum of one hundred eighty-two dollars and twenty cents (\$182.20) per week; Effective 1/1/15, the Company shall contribute the sum of one hundred ninety-six dollars and eighty cents (\$196.80) per week; effective 1/1/16 the Company shall contribute two hundred twelve dollars and fifty cents (\$212.50) per week.

If, during the term of this Agreement, should any of the employees listed herein, separate their employment with ARAMARK Uniform Services, the next employee hired shall, as a condition of employment, become a participant in the Central States Southeast and Southwest Areas Pension Fund following his/her first thirty (30) days of employment.

The Company shall maintain a minimum of four (4) participants in the Central States Southeast and Southwest Areas Pension Fund,

The current participants in the Central States Southeast and Southwest Areas Pension Fund are:

- Dan Wallick
- Thomas Santillana
- Bill Mitchell
- John Palmer
- Dave Vulgamore

ARAMARK UNIFORM AND CAREER APPAREL

Redacted by U.S. Treasury

TEAMSTERS LOCAL NO. 385

Redacted by U.S. Treasury

DATE: 1-9-15

**RECEIVED**

FEB 03 2015

CONTRACT DEPARTMENT



# **AGREEMENT**

by and between

## **ARAMARK UNIFORM SERVICES, INC.**

**(MC 541)**

3600 East 93rd Street

Cleveland, OH 44105

(216) 341-7400

## **ROUTES**

and

## **THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**LOCAL UNION #293**

5505 Valley Belt Road - Unit D

Independence, OH 44131-1447

(216) 739-9489

**RECEIVED**

**AUG 28 2012**

**CONTRACT  
DEPARTMENT**

Covering the period from  
February 29, 2012 to and including February 28, 2015

## AGREEMENT

THIS AGREEMENT, made and entered into by and between ARAMARK Uniform Services, Inc. a Delaware corporation, a wholly owned subsidiary of ARAMARK Corporation, a Delaware corporation, on behalf of its facilities located in Cleveland, Ohio and vicinity, hereinafter referred to as the EMPLOYER and Teamsters Local Union No. 293, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the UNION.

### ARTICLE 1 - PURPOSE AND SCOPE

- 1.1 Recognition - The Employer recognizes the Union as the sole and exclusive bargaining agent of all Route Sales Representatives and helpers, as defined by the Labor Management Relations Act of 1947.
- 1.2 Coverage - It is the intent and purpose of the parties to set forth certain agreements pertaining to wages, hours, working conditions and other conditions of employment to be observed by and between the parties and to provide for procedures for the prompt and equitable adjustment of grievances.

### ARTICLE 1 - MANAGEMENT

- 1.1 The Union recognizes that the Employer maintains the sole and exclusive right to manage its business in such manner as the employer shall determine, subject only to such limitations as are expressly specified in the Agreement. The Employer reserves the right to exercise the normal functions of management including, but not limited to the right to hire new employees, to decide and change the number and locations of its warehouses or plants; the products to be handled; the methods, standards and schedules of work; to discontinue or relocate all or any portions of its operations. The matters contained in this Section 1 are not subject to the Grievance and Arbitration procedures in this Agreement.
- 1.2 The Employer also reserves the right, subject to the provisions of this Agreement, to direct the working force to discipline employees, discharge for just cause and to establish reasonable Employer rules. The matters contained in this Section 2 are subject to the Grievance and Arbitration procedures.

### ARTICLE 2 - UNION SECURITY

- 2.1 Membership - It shall be a condition of employment that all employees of the Employer covered by the 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 on the effective date of this Agreement shall on the thirtieth (30<sup>th</sup>) day following the effective date of this Agreement, become and remain members of the

whom a contribution is required, their Social Security numbers, where applicable the number of hours for which a contribution is being made, and with respect to any employee for whom contributions were previously made, but for whom a contribution is not being made for that month, and the reason for the cessation or lapse. An employee for whom contributions were previously made shall automatically be entitled to have Employer make a contribution for him for the current reporting period if the report form fails to give a reason for the cessation or lapse.

#### ARTICLE 10 - OTHER INSURANCE

- 10.1 Life Insurance - The Employer shall provide a four thousand dollar (\$4,000.00) term life insurance policy on each employee covered by this Agreement.
- 10.2 Weekly Sick Pay Insurance - The Employer shall provide a supplemental weekly sick pay insurance plan to provide a benefit level of one hundred and fifty dollars (\$150.00) per week. Eligible employees may begin collecting benefits when the coverage provided by the Union administered benefit plan cease. The Union plan pays for the first thirteen (13) weeks and the supplemental coverage shall begin with the fourteenth (14th) week and will pay for up to the twenty-sixth (26<sup>th</sup>) week of illness for a non-occupational injury.
- 10.3 Procedures - Present procedures for the start and resumption of insurance coverage shall remain in effect. The Employer has the option to substitute companies should abnormal rate increases warrant such changes. The new benefits must be equal to the existing benefits and be mutually agreed upon by the Union and the Employer.

#### ARTICLE 11 - PENSION

- 11.1 The Employer agrees to participate in the Central States, Southeast and Southwest Area Pension Plan. The Employer agrees to contribute as follows:

Effective February 29, 2012	\$132.80 per week per employee
Effective February 28, 2013	\$138.10 per week per employee
Effective February 28, 2014	\$143.60 per week per employee

#### ARTICLE 12 - PROCEDURES

- 12.1 Transfer Of Accounts - In the event any stops are transferred by the Employer from one route to another route, the Employer agrees to reimburse the Route Sales Representative with the commission for a period of ten (10) weeks. Any account transferred to a commission route shall earn the regular commission from the first day the Route Sales Representative begins deliveries. Any route changes or transfers of accounts shall be

**A GREEMENT**

**Between**

**ARAMARK UNIFORM AND CAREER  
APPAREL**

**Nashville, Shelbyville (MC 523)**

**Chattanooga (MC 597)**

**Knoxville (MC579)**

**CBA No. 4202**

**-and-**

**TEAMSTERS, CHAUFFEURS, HELPERS AND**

**TAXICAB DRIVERS, LOCAL NO. 327**

**NASHVILLE, TENNESSEE**

**ROUTE SALES REPRESENTATIVES**

Effective Date: April 1, 2015

Expiration Date: March 30, 2018

**RECEIVED**

**AUG 31 2015**

**CONTRACT  
DEPARTMENT**

## AGREEMENT

THIS AGREEMENT, entered into this 1st day of April 2015 between ARAMARK UNIFORM AND CAREER APPAREL L.L.C., a Delaware Corporation, operating at the Nashville and Shelbyville facilities in Nashville, Shelbyville, Chattanooga and Knoxville, Tennessee (hereinafter referred to as the "Company") and the TEAMSTERS, CHAUFFEURS, HELPERS AND TAXICAB DRIVERS UNION, LOCAL NO. 327, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "Union"), for and in consideration on the part of the Company to pay the agreed scale of wages set out and made a part of this Agreement, and to recognize the Union as the sole bargaining agent for all the employees covered by this Agreement, and the promise on the part of the Union to furnish competent help, if available and to do the work required by this Company in a workmanlike way, together with other valuable consideration as set out in this Agreement, therefore, all parties mutually agree to be bound by the following terms and provisions covering wages and working conditions as set out in the following paragraphs.

### PREAMBLE

It is the aim and purpose of this Agreement to assure industrial peace and efficient economical and profitable production, enabling the employees and the Company to provide, so far as economical conditions may permit, security and continuity of employment; therefore, the Company and the Union should have a common and sympathetic interest in the industry and working system. Harmonious relations are necessary to improve the relationship between the Company and the Union, the employees of the Company and the public. Progress in industry demands a mutuality of confidence between the Company, its employees and the Union so that all shall benefit by common sense methods, and to these ends, this Agreement has been made and mutually agreed upon.

### ARTICLE 1 - RECOGNITION

1.1 The Company recognizes the Union as the sole and exclusive bargaining agent for all job classifications covered by this Agreement as outlined in Article 17 at the Company's Tennessee plants (as defined above), for the purpose of collective bargaining in respect to rates of pay, wages, hours of work and other conditions of employment. The Company agrees to give equal consideration to prospective employees furnished through the employment facilities of the Union when in need of employees working in the various classifications covered by this Agreement.

### ARTICLE 2 - MANAGEMENT RIGHTS

2.1 The Company retains the exclusive rights, powers and authority to manage the business and plant and to direct the working forces which the Company had or possessed prior to having entered into contractual relationship with the Union, except as these rights are specifically and expressly limited by the provisions of this Agreement. These rights shall include, but not be limited to, the hiring of employees, to promote, transfer or discharge for just cause, the right to plan, direct and control operations.

2.2 The Company shall have the right to establish, maintain in force, or rescind, amend or change reasonable rules and regulations, it being understood and agreed that such rules and regulations shall not be in conflict with the provisions of this Agreement.

be eligible for benefits under this clause. Employees must actually attend the funeral to receive funeral pay. Employees may be asked to furnish proof of their relationship to the deceased.

#### ARTICLE 20 - PENSION PLAN

20.1 The Company agrees to contribute the sum of: Effective April 27th 2015 one hundred forty eight dollars and sixty cents (\$148.60) per week; Effective April 27th 2016 One hundred fifty four dollars and fifty cents (\$154.50) per week; Effective April 27th 2017 one hundred sixty dollars and seventy cents (\$160.70) per week;

20.2 In the event an employee has decided to exercise his or her right to retire, he/she will make notice to the Employer thirty (30) calendar days in advance of said employee's planned retirement date. However, in the event of unforeseen circumstances said employee deems it necessary to rescind their notice prior to the planned retirement date he/she will have the right to do so.

20.3 The pension contributions shall not be made on any employee unless the employee has been on the payroll ninety (90) calendar days.

20.4 The Company's liability shall be limited to the payment of the defined contribution to the Teamsters Central States Southeast, Southwest Areas Pension Plan as stated herein. The Union agrees to release the Company from any and all claims arising out of the Union's pension other than the specified contributions agreed to herein.

20.5 Teamsters - 401(k) Plan Option - The Company agrees to participate through the availability of payroll deduction from each employee's wages, who has given the Company, in writing, the amount of deductions he/she has so designated. Such amount shall be forwarded to the Teamsters 401(k) Plan;

#### ARTICLE 21 - WORK WEEK

21.1 The normal work week shall consist of five (5) consecutive days Monday through Friday. Operational or customer demands that require the normal work week to change shall be discussed and mutually agreed to prior to implementation.

21.2 Hours spent soliciting new business shall not be considered as hours worked in computing overtime unless such solicitation is required by the Company

21.3 Each employee under the jurisdiction of this contract shall be assigned one (1) day in each week as his/her day of rest. If an employee is required to work on his/her day of rest, he/she shall be paid at the rate of one and one-half (1½) times his/her straight time rate of pay for hours worked.

21.4 If an employee is required to work on Sunday, he/she shall be paid at the rate of double time (2x) his/her straight rate of pay for hours worked.

21.5 Any time spent by an employee in keeping records of production or any other work required of him/her by the Company shall be treated as part of his/her regular hours of employment.

21.6 Each employee shall take a thirty (30) minute meal period, which shall not be considered as hours worked. Route Sales Representatives shall take this meal period on their respective routes.

19.3 Funeral time off shall be granted to employees actively at work, or scheduled for work when the death occurs, and the employee shall be paid for leave only when such absence would otherwise result in a loss of regular earnings. Employees who are on vacation, leave of absence, sick leave or layoff shall not be eligible for benefits under this clause. Employees must actually attend the funeral to receive funeral pay. Employees may be asked to furnish proof of their relationship to the deceased.

**11. Pension Plan:**

The Company agrees to contribute the sum of:

- 04/27/2015 : \$148.60 per week
- 04/27/2016 : \$154.50 per week
- 04/27/2017 : \$160.70 per week

20.3 The pension contributions shall not be made on any employee unless the employee has been on the payroll ninety (90) calendar days.

**12. Work Week:**

21.1 The normal work week shall consist of five (5) consecutive days Monday through Friday. Operational or customer demands that require the normal work week to change shall be discussed and mutually agreed to prior to implementation.

**13. Holidays:**

23.1 All regular employees under the jurisdiction of this Agreement shall receive the following holidays with pay:

- New Year's Day,
- Memorial Day,
- Fourth of July,
- Labor Day,
- Thanksgiving Day,
- Christmas Day,
- 2 floaters (as mutually agreed by the Company and employee)

23.5 In order to be eligible for any of the above holidays pay benefits, a Route Sales Representative must have worked the day prior to and the day after the holiday unless absent due to illness or any other approved reason.

# AGREEMENT

Between

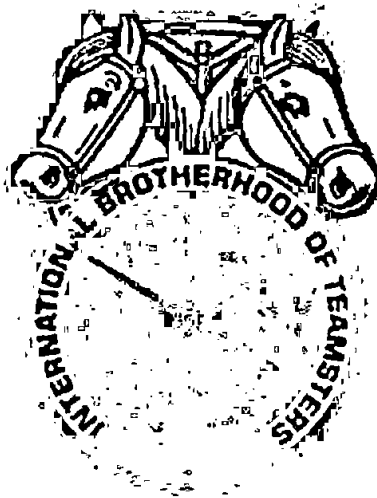
**ARAMARK UNIFORM AND CAREER APPERAL, LLC**

Route Sales Representatives

Bowling Green, KY

Hopkinsville, KY

And



**GENERAL DRIVERS, WAREHOUSEMEN AND HELPERS,  
LOUISVILLE AND VICINITY, KENTUCKY, LOCAL NO. 89**

Effective Date: April 1, 2014

Expiration Date: March 31, 2017

**RECEIVED**  
DEC 05 2014  
CONTRACT  
DEPARTMENT



## AGREEMENT

THIS AGREEMENT, entered into this 1<sup>st</sup> day of April, 2014, between ARAMARK UNIFORM AND CAREER APPAREL L.L.C., a Delaware Limited Liability Corporation, operating at the Bowling Green Plant in Bowling Green, Kentucky and a Hopkinsville Depot in Hopkinsville, Kentucky (hereinafter referred to as "Company") and the GENERAL DRIVERS, WAREHOUSEMEN AND HELPERS, LOUISVILLE AND VICINITY, KENTUCKY, LOCAL UNIÓN NO. 89, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "Union"), for and in consideration on the part of the Company to pay the agreed scale of wages set out and made a part of this Agreement, and to recognize the Union as the sole bargaining agent for all the employees covered by this Agreement, and the promise on the part of the Union to furnish competent help, if available and to do the valuable consideration as set out in this Agreement; therefore, all parties mutually agree to be bound by the following terms and provisions covering wages and working conditions as set out in the following paragraphs.

## PREAMBLE

It is the aim and purpose of this Agreement to assure industrial peace and efficient economical and profitable production, enabling the employees and the company to provide, so far as economic conditions may permit, security and continuity of employment; therefore, the Company and the Union should have a common and sympathetic interest in the industry and working system harmonious relations are necessary to improve the relationship between the Company and the Union, the employees of the Company and the public. Progress in industry demands a mutuality of confidence between the Company, its employees and the Union so that all will benefit by common sense methods, and to these ends this Agreement has been made and mutually agreed upon.

## ARTICLE 1 - RECOGNITION

- 1.1 The Company agrees to recognize the Union (Teamster Local Union No. 89) as the exclusive representative of all the employees and classifications set forth herein operating from the Bowling Green, KY Plant and Hopkinsville, KY Depot facilities.
- 1.2 The Company agrees to give equal consideration to prospective employees furnished through the employment facilities of the Union when in need of employees working the various classifications covered by this Agreement.

- 18.6 Employees wishing to take Funeral Leave must notify their Supervisor as soon as they learn of their family member's death. Such notice should specify the relationship between the employee and the deceased and the date and time he/she expects to return to work.

### **ARTICLE 19 - PENSION PLAN**

- 19.1 The Company agrees to make the following contributions to the Central States, Southeast and Southwest Areas Pension Fund:

Effective April 27<sup>th</sup> 2014, One Hundred Forty Dollars and Twenty-Six Cents (\$140.26) per week.

Effective April 27<sup>th</sup> 2015, One Hundred Forty-Eight Dollars and Sixty Cents (\$148.60) per week.

Effective April 27<sup>th</sup> 2016, One Hundred Fifty-Four Dollars and Fifty Cents (\$154.50) per week.

These increases are being done pursuant to the Fund's Rehabilitation Plan implemented in accordance with the Pension Protection Act of 2006.

- 19.2.1 The Company agrees to make payroll deductions from each employee's wages, not to exceed legal limitations, who have given the Company written authorization, to any participating Union Sponsored 401K Plan.

### **ARTICLE 20 - WORK WEEK**

- 20.1 The work week shall consist of five (5) consecutive days, Monday through Friday.
- 20.2 Each employee under the jurisdiction of this Agreement will be assigned one (1) day in each week as his/her day of rest. If an employee is required to work on his/her day of rest, he/she shall be paid at the rate of one and one-half (1½) times his/her straight time rate of pay for hours worked.
- 20.3 If an employee is required to work on Sunday, he/she shall be paid at the rate of double time (2x) his/her straight rate of pay for hours worked.
- 20.4 Any time spent by the employee in keeping the records of production or any other work required of them by the Company shall be treated as part of their regular hours of employment.
- 20.5 Each employee shall take a thirty (30) minute meal period, which shall not be considered as hours worked. Route Sales Representatives shall take this meal period on their respective routes.

9. Article 19 – Pension Plan

Section 1 Change to :

The Company agrees to make the following contributions to the Central States Southeast and Southwest Areas Pension Fund:

Effective April 27<sup>th</sup> 2014, One Hundred Forty Dollars and Twenty-Six Cents (\$140.26) per week.

Effective April 27<sup>th</sup> 2015, One Hundred Forty-Eight Dollars and Sixty Cents (\$148.60) per week.

Effective April 27<sup>th</sup> 2016, One Hundred Fifty-Four Dollars and Fifty Cents (\$154.50) per week.

These increases are being pursuant to the Fund's Rehabilitation Plan implemented in accordance with the Pension Protection Act of 2006.

10. Article 21 – Meals and Lodging

Section 1: Change to: Route Representatives on country routes, when required to be away from home overnight, shall be allowed Breakfast up to \$17.00 if no breakfast is provided at the lodging facility before the Route Representatives departure time, dinner of up to \$43.00 dollars per meal if a meal is not provided at the place of lodging plus lodging for a (2) day runs; if a three (3) day run is established, a lunch is allowed up to \$25.00. The employer will negotiate lodging rates with a facility in the service area. Only the amount of meal and lodging receipts will be reimbursed up to the listed expense amounts.

11. Article 24 – Seniority

Section 1: Change to length of service with "the bargaining unit".

12. Article 30 - Health and Welfare

Section 1: Change eligibility to participate in medical benefits as follows: All employees covered by this Agreement will be eligible to participate in Aramark's medical insurance plan on "the first of the month following sixty days of employment".

Section 2 Change to read:

Medical Plan: During the term of this Agreement, the Company will provide eligible bargaining unit employees with medical benefits. Through 12/31/14 eligible bargaining unit employees electing medical coverage will be provided benefits in accordance with the medical plan in effect upon the ratification date of this Agreement.

Effective 1/1/15 eligible bargaining unit employees electing medical coverage will be provided benefits in accordance with the Plan 100A medical plan.

**AGREEMENT**

**JUN -4 2012**

By  
And  
Between

**ARAMARK UNIFORM & CAREER APPAREL**

MC 561 - 160 Ali Baba Avenue, Opa Locka, FL 33054 (305) 681-3521  
MC 561A - 7513 Central Industrial Blvd., Riviera Beach, FL 33404 (561) 844-3493

**ROUTE SALES REPRESENTATIVES  
ROUTE SALES SUPPORT**

and

**TEAMSTERS  
LOCAL UNION NO. 769**  
12365 West Dixie Hwy  
North Miami, FL 33161

800-397-6656

Covering the period from  
**January 24, 2012 to and including February 1, 2017**

**RECEIVED**

**JUN 07 2012**

**CONTRACT  
DEPARTMENT**

## **AGREEMENT**

THIS AGREEMENT, made and entered into by and between ARAMARK UNIFORM & CAREER APPAREL, LLC a Delaware Corporation having a place and doing business in Opa Locka, and Riviera Beach, Florida (hereinafter referred to as the "Company"; and TEAMSTERS LOCAL UNION NO. 769, an affiliate of the International Brotherhood of Teamsters, having a place and doing business in Miami, Florida and vicinity (hereinafter referred to as the "Union").

## **WITNESSETH**

THAT, WHEREAS, it is mutually desired between the above parties: To bring about harmonious relations between the parties hereto; to promote the general welfare of the Laundry, Linen Supply and Dry Cleaning and Uniform Industries; further establish and maintain the high standard and efficiency in said Industries; assist in bringing a higher degree of cooperation between Company and employee; increase the standard of workmanship, both as to a quantity and quality; and in the fulfillment of their mutual obligations to bargain collectively, the parties do covenant and agree as follows:

### **ARTICLE 1 - RECOGNITION AND BARGAINING UNIT**

1.1 The Company does hereby recognize and acknowledge the Union as the duly designated and authorized sole and exclusive collective bargaining agent and representative of all Route Sales Representatives and Route Sales Support Persons employed at Opa Locka and Riviera Beach by the Company, a majority of them having selected the Union as their bargaining agent.

1.2 Supervisors are specifically excluded from the bargaining unit but shall be permitted to perform such duties for training, during vacations, to expedite deliveries, and in the event of absenteeism.

1.3 Route Representatives covered by this Agreement are specifically hired as outside Route Sales Persons and as such, they are required to perform duties such as, but not limited to; participation in classroom and field sales training; attend sales meetings as identified in this Agreement; generally conduct their sales activities away from the Company's place of business and carry Company provided samples on their route vehicle; their function is to sell new business for which they are paid a new business commission in accordance with the Company's related policy and or the related language within this Agreement; to retain and expand their existing business; and to service and retain existing business through engaging in loss and ruin, adjust claims, make collections of monies, keep records of their routes, both logistically and service requirements. Route Representatives must attempt to meet Market Center goals for sales, retention and service. Provided; the Company and all departments have shipped or made available for delivery of garments, allied and stockroom products to

before the assignment is filled. After the first (1st) bid, the Company shall fill the vacancy at its discretion.

18.2 A Route Salesperson, for any reason, including new hires, who is successful in bidding or being placed on an open route shall be prohibited from bidding on another route for a period of twelve (12) months from the date on which he was awarded the route. A Route Salesperson may however, bid on an open route after nine (9) months provided his/her route has a net gain for the previous nine (9) months.

## ARTICLE 19 - ROUTE SPLITTING AND ROUTE ELIMINATION

19.1 ROUTE SPLITTING No route shall be split below \$6,500.00 providing it is properly serviced. The Route Salesperson shall be paid the same commission for a period of eighteen (18) weeks based upon his previous month's pay. No route shall be cut more than once in any twenty-six (26) weeks' period. No route shall be cut more than \$650.00 of its volume at any time.

19.2 When the Company receives a complaint of service and/or a conflict between customer and Route Salesperson cannot be resolved without transferring the account, then compensation to Route Salesperson will not be paid. The Route Salesperson involved, management and the Union shall meet before transferring the account.

19.3 ROUTE ELIMINATION In the event a route is eliminated and, any business from the route eliminated is placed by the Company on one or more sales routes, the least senior Route Salesperson on the routes involved (i.e., either the route eliminated or the routes receiving business from the eliminated route) shall be the employee displaced by such route elimination. The employee so displaced may then exercise his seniority rights on the junior man in the branch. The employee so displaced may then exercise his seniority rights on the junior man in the department.

## ARTICLE 20 - PENSION PLAN

20.1 The company will contribute to the Central States, Southeast & Southwest Areas Pension Fund for all employees covered by this Agreement as follows:

Effective 1/24/2012	Effective 1/24/2013	Effective 1/24/2014	Effective 1/24/2015	Effective 1/24/2016
\$146.30	\$152.20	\$158.30	\$164.60	\$171.20
Per week per employee	Per week per employee	Per week per employee	Per week per employee	Per week per employee

20.2 If an employee is off from work because of on-the-job injury or any illness, the Company will continue to make contributions for the employee for six (6) months.

## ARTICLE 21 - HEALTH & WELFARE

21.1 Within thirty (30) days of the execution of this Agreement the EEs will migrate to the Central States H&W Plan NZ as presented and discussed throughout negotiations.

The employees shall contribute through payroll deduction as follows:

	Year 1	<u>2/1/2013</u>	<u>2/1/2014</u>	<u>2/1/2015</u>	<u>2/1/2016</u>
Hired before 11/17/01:	\$25/WK	\$30/WK	\$35/WK	\$40/WK*	\$45/WK*
Hired After 11/17/01:	\$80/WK	\$85/WK	\$90/WK	\$95/WK*	\$100/WK*

Note: The \* indicated in years four (4) and five (5) of this Agreement shall be the employee portions of the premium unless this portion of the Agreement is re-opened as indicated below.

The parties have agreed within thirty (30) days (before or after) of the mid-point (7/24/14) of the third (3<sup>rd</sup>) year of this Agreement, the parties will seek a set rate from Central States Health & Welfare Trust for the balance of the Agreement. In the event said rates increase (TBD\*) are in excess of five (5%) percent or the Trust doesn't provide such within ninety (90) days of said request, either party may "OPEN" the H&W portion of this Agreement, for the sole purpose of bargaining the related economics and coverage. All rights are reserved by both parties.

21.2 The weekly rates established by the Central States Health and Welfare Trust for this Agreement are as follows:

<u>First Month of Implementation 2012</u>	<u>2/1/13</u>	<u>2/1/14</u>	<u>2/1/15</u>	<u>2/1/16</u>	
Employee Only:	\$113.10	\$121.70	\$134.70	TBD*	TBD*
Family Coverage:	\$256.50	\$288.30	\$322.20	TBD*	TBD*

21.3 In the event an employee is not actively working due to an approved absence for a non-work related illness or injury covered by the FMLA and the employee is eligible for "Loss of Time Continued Coverage" under the Central States Health and Welfare Plan NZ, during the first week of the employee's absence the Employer shall continue to pay contributions for the first week of approved FMLA leave provided the employee pays his or her contribution. Thereafter, the Employer shall be relieved of making any contributions for that additional maximum 25 week period of Loss of Time Continued Coverage. Thereafter, if an employee is unable to return to active work after the employee has exhausted the maximum 26 week period of Loss of Time Continued

0327740-2601-00114A

AUCA CBA# 3502

# **AGREEMENT**

**by and between**

**ARAMARK UNIFORM & CAREER APPAREL, LLC  
CINCINNATI, OHIO  
ROUTE SALESPERSONS**

**and**

**GENERAL TEAMSTERS LOCAL UNION No. 114**

**Effective: June 29, 2013**

**Expiring: June 24, 2016**

**RECEIVED**

**APR 20 2015**

**CONTRACT  
DEPARTMENT**



## **AGREEMENT**

THIS AGREEMENT, between ARAMARK UNIFORM & CAREER APPAREL, LLC, Cincinnati, Ohio its successors and/or assigns and General Teamsters Local Union No. 114, an affiliate of THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter called the Company and the Union.

WITNESSETH: That, whereas both parties are desirous of preventing strikes and lockouts and of maintaining a uniform wage scale, working hours and conditions between the members of the Union and the Employer, and to facilitate the peaceful adjustment of all grievances which may arise from time to time between the members of the Union and the Employer, and to facilitate the peaceful adjustment of all grievances which may arise from time to time between the Employer and his individual employees;

NOW, THEREFORE, the Union and the Employer agree to the following conditions:

### **ARTICLE 1 - UNION RECOGNITION**

Section 1. The Employer agrees to recognize and hereby does recognize the Union, its designated agents and representatives, its representative successors and/or assigns, as the sole exclusive collective bargaining agent on behalf of all of the employees of the Employer as hereinafter defined, with respect to wages, hours, and all other terms or conditions of employment.

Section 2. Thus, the Employer further agrees that it will not recognize, deal with or enter into contractual or other relations, either written or oral, with any other labor organization, agency, committee group of employees or any employee or any other person with respect to wages, hours, and all other terms or conditions of employment for and on behalf of or with any of its employees as hereinafter defined, or which effects such wages, hours and all other terms or conditions of employment.

Section 3. The term "Employees" as used in this Agreement shall be Route Salespersons and Skippers.

### **ARTICLE 2 - MANAGEMENT RECOGNITION**

It is agreed that the Company possesses all the rights, powers, privileges, and authority it had prior to the execution of this Agreement; and nothing in this Agreement shall be construed to limit the Company in any way in the exercise of the regular and customary functions of the operation of its business, except as may be specifically relinquished or modified herein by express provisions of this Agreement, and provided that the exercise of such rights will not be used for the purpose of discrimination against any members of the Union or be contrary to any other specific provision of

**ARTICLE 25 - PENSION PLAN**

Section 1. The employer shall contribute the amount required by Central States Southeast and Southwest Area Pension Fund for each union member, after the thirty (30) day probationary period has been served, subject to the provisions of the pension plan as now existing and hereinafter amended.

Effective June 29, 2013:	\$225.20 per week
Effective June 29, 2014:	\$234.20 per week
Effective June 29, 2015:	\$243.60 per week

**ARTICLE 26 - DRUG TESTING PROGRAM**

Section 1. The Employer and Union recognize the importance of highway safety, and a safe work environment free from persons under the influence of controlled substances. The purpose of this drug testing provision is to extend substance abuse screening to all employees in safety sensitive occupations. Any drug testing program established by the employer will comply with Department of Transportation (D.O.T.) and National Institute of Drug Abuse (N.I.D.A.) regulations with regard to classes of controlled substances, tests required, testing procedures and designating driver "unqualified." Drivers designated as "unqualified" may be subject to disciplinary action up to and including discharge.

Section 2. Whether or not the employer has established a drug testing program, the employer may initiate action when probable suspicion indicates that an employee is under the influence of a controlled substance.

Section 3. Before any employee is required to participate in a drug test, the specific compliance measures incorporated in the drug testing program established pursuant to this article will be provided to the union and employee in writing.

**ARTICLE 27 – JURY DUTY**

Section 1. Five (5) days annual paid leave with proof of attendance. Employee will be compensated at the applicable vacation average less the amount of jury duty pay.

**ARTICLE 28 - SEPARABILITY**

If any Article or Section of this Agreement or any rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of an Article or Section should be restrained by such tribunal pending final determination as to the validity, the remainder of this Agreement shall not be affected thereby.

**RECEIVED**

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**AGREEMENT**

**Between**

**ARAMARK UNIFORM & CAREER APPAREL, LLC  
St. Louis Routes  
10822 Midwest Industrial Blvd.  
St. Louis, MO 63132  
314-428-8900**

**and**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA  
LOCAL 682  
5730 Elizabeth Avenue  
St. Louis, MO 63110  
314-647-8350**

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**SEP 06 2013**

**CONTRACT  
DEPARTMENT**

**July 17, 2012 to and including July 16, 2017**

## **ARTICLES OF AGREEMENT**

THIS AGREEMENT, made and entered into by and between ARAMARK Uniform & Career Apparel, LLC., a Delaware corporation, party of the first part hereinafter referred to as the "Employer" and LOCAL 682 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, party of the second part, hereinafter referred to as the "Union".

## **WITNESSETH**

WHEREAS, all parties to this Agreement desire to keep harmonious relationship between the Employer and the Union and the employees covered by this Agreement and to keep working conditions at the highest possible level and in consideration of the promise on the part of the Employer to pay the agreed scale of wages, as set out and made a part of this Agreement and the employees covered by this Agreement to do the work required by the Employer in a workmanlike and efficient manner, consistent with Company service policies, and together with other valuable considerations as set out in this Agreement, all parties mutually agree to be bound by the following terms and conditions as set out in the following paragraphs, it is therefore agreed.

## **ARTICLE 1 - RECOGNITION**

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all full time and part time Route Sales Representatives and Haul Route Representatives employed by the Employer at its place of business located at 10822 Midwest Industrial Blvd., St. Louis, MO 63132, but excluding office and clerical employees, District Managers, Route Managers, Sales Representatives, utility employees, plant employees, professional employees, and guards and supervisors as defined in the National Labor Relations Act, as amended.
- 1.2 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.
- 1.3 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 an employee in connection with his/her membership in the Union.

## **ARTICLE 2 - UNION SECURITY AND CHECKOFF**

- 2.1 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 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 of this Agreement.

(A) The plan must be available to unit employees covered under this Bargaining Agreement.

(B) The employee must have been on the payroll for thirty (30) days or more.

(C) 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, based on forty hours per week for this period only.

(D) 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.

31.5 The parties understand and acknowledge that the Local Union No. 682 Health and Welfare Trust Fund plan is, at the time of the execution of this Agreement, a *grandfathered* plan under the Patient Protection and Affordable Care Act of 2010 (PPACA). Accordingly, in the event the Plan should voluntarily relinquish or otherwise anticipate losing grandfathered status, the plan shall provide the Employer a minimum of sixty (60) days' notice of impending loss of grandfathered status. Further, the notice shall contain certification of the plan's PPACA compliance as a non-grandfathered plan. Should the plan fail to provide such certification, the parties shall re-open, for the sixty (60) day notice period, only the following Articles of this Agreement in order to address the impact of the loss of grandfathered status: *Article 30—Wages, Article 31—Health and Welfare, and Article 33—Duration*. Should the parties fail to reach agreement within the sixty (60) day period, the Employer shall offer employees subject to the agreement the opportunity to enroll in Employer health benefits (similar to management plan benefits and costs) and immediately cease any and all Employer contributions to the Local Union No. 682 Health and Welfare Trust Fund. The time limits set forth in this Article 31.5 may be extended by written agreement of the parties.

## ARTICLE 32 - PENSIONS

32.1 The Employer shall contribute to the Central States, Southeast and Southwest Area Pension Fund the following sum per week for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more, for any week in which the employee receives any pay for the duration of this Agreement.

PENSION	Current	07/17/2012	07/17/2013	07/17/2014	07/17/2015	07/17/2016
Normal Contributions	\$101.38	\$107.50	\$111.80	\$116.30	\$121.00	\$125.80
Grandfathered Contributions	\$124.80	\$132.30	\$137.60	\$143.10	\$148.80	\$154.80

32.2 The grand-fathered employees described above are defined as those employees who previously were employed by Todd Uniform and who previously have been at the \$124.80 weekly rate. All new hires and all other employees currently not at the \$124.80 per week rate will remain in the \$101.38 per week group. (Note: Dates reflected above are intended as "on or about" dates.)

32.3 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.

AGREEMENT

Between

ARAMARK UNIFORM SERVICES, INC.  
Granite City Routes  
2929 Emzee  
Granite City, IL 62040  
314-772-6214

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA  
LOCAL 682  
5730 Elizabeth Avenue  
St. Louis, MO 63110  
314-647-8350

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CONTRACT  
DEPARTMENT

September 18, 2012 to and including September 17, 2017

## ARTICLES OF AGREEMENT

THIS AGREEMENT, made and entered into by and between ARAMARK UNIFORM SERVICES, INC., a Delaware corporation, a wholly-owned subsidiary of ARAMARK Corporation, a Delaware corporation, party of the first part hereinafter referred to as the "Employer" and LOCAL 682 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, party of the second part, hereinafter referred to as the "Union".

## WITNESSETH

WHEREAS, all parties to this Agreement desire to keep harmonious relationship between the Employer and the Union and the employees covered by this Agreement and to keep working conditions at the highest possible level and in consideration of the promise on the part of the Employer to pay the agreed scale of wages, as set out and made a part of this Agreement and the employees covered by this Agreement to do the work required by the Employer in a workmanlike and efficient manner, consistent with Company service policies, and together with other valuable considerations as set out in this Agreement, all parties mutually agree to be bound by the following terms and conditions as set out in the following paragraphs, it is therefore agreed.

## ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all full time and part time Route Sales Representatives and Haul Route Representatives employed by the Employer at its place of business located at 2929 Emzee, Granite City, IL 62040, but excluding office and clerical employees, District Managers, Route Managers, Sales Representatives, utility employees, plant employees, professional employees, and guards and supervisors as defined in the National Labor Relations Act, as amended.
- 1.2 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.
- 1.3 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 an employee in connection with his/her membership in the Union.

## ARTICLE 2 - UNION SECURITY AND CHECKOFF

- 2.1 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 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 of this Agreement.

**ARTICLE 32 - PENSIONS**

32.1 The Employer shall contribute to the Central States, Southeast and Southwest Area Pension Fund the following sum per week for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more, for any week in which the employee receives any pay for the duration of this Agreement.

PENSION	Current	07/17/2012	07/17/2013	07/17/2014	07/17/2015	07/17/2016
Normal Contributions	\$101.38	\$107.50	\$111.80	\$116.30	\$121.00	\$125.80
Grandfathered Contributions	\$124.80	\$132.30	\$137.60	\$143.10	\$148.80	\$154.80

32.2 The grand-fathered employees described above are defined as those employees who previously were employed by Todd Uniform and who previously have been at the \$124.80 weekly rate. All new hires and all other employees currently not at the \$124.80 per week rate will remain in the \$101.38 per week group. (Note: Dates reflected above are intended as "on or about" dates.)

32.3 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..

**ARTICLE 33 - DURATION**

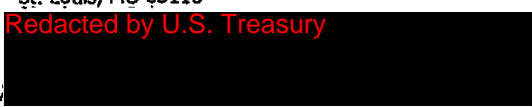
33.1 This Agreement shall be in force and effect from September 18, 2012 to and including September 17, 2017, and shall continue year to year thereafter, unless written notice by registered or certified mail is given either party at least sixty (60) days prior to expiration date. This Agreement shall supersede all previous agreements or supplements.

33.2 For the purpose of sending an opening notices, the Employer's address and the Union's address are as follows:

ARAMARK Uniform & Career Apparel, LLC  
Labor and Employee Relations Department  
115 North First Street  
Burbank, CA 91502

International Brotherhood of Teamsters  
Local #682  
5730 Elizabeth Avenue  
St. Louis, MO 63110

Redacted by U.S. Treasury  


Redacted by U.S. Treasury  


*Matthew Stewart*

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**COLLECTIVE BARGAINING AGREEMENT**

between

**ARCHITECTURAL SALES**

and

**MISCELLANEOUS DRIVERS, HELPERS AND WAREHOUSEMEN'S UNION , LOCAL NO. 638****June 1, 2013 - May 31, 2016**

-o0o-

This Agreement is entered into between the Architectural Sales Company, hereinafter referred to as the Employer and the Miscellaneous Drivers, Helpers and Warehousemen's Union, Local No. 638, IBT, hereinafter referred to as the Union.

**ARTICLE I. UNION SHOP**

The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the Employer. There shall be no discrimination against any employees because of Union affiliation. All employees in the classifications herein noted shall be members in good standing in the Union. All new employees shall become members of the Union after thirty (30) working days of date of employment, signing of this Agreement or effective date of this clause whichever is later and shall remain members of the Union in good standing for the duration of this Agreement.

For the purpose of this Article, "membership in good standing" shall mean either: (a) full voting membership or (b) the obligation to pay initiation fees and periodic dues generally required for full voting membership or (c) the obligation to pay that portion of the initiation fees and periodic dues generally required of employees to the extent attributable to collective bargaining and other duties involving labor management issues.

**ARTICLE II. DUES CHECK-OFF**

A. An employee may authorize the Employer to deduct the standard monthly Union membership dues from his current accumulated monthly earnings by the signing of the appropriate Payroll Dues Authorization form and submitting it to the Employer. The Employer shall promptly remit such dues each month by an agreed upon date to the Financial Secretary of Local 638.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suit or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in the reliance upon the authorization furnished to the Employer by the Union or employee for the purpose of complying with this provision.

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ARTICLE XXIII. PENSION

The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Two Hundred Ten Dollars and Fifty Cents (\$210.50) effective September 1, 2013, per week for each employee covered by this Agreement. Effective September 1, 2014, the weekly contribution shall be Two Hundred Eighteen Dollars and Ninety Cents (\$218.90); effective September 1, 2015, the weekly contribution shall be Two Hundred Twenty-Seven Dollars and Seventy Cents (\$227.70); effective September 1, 2016, the weekly contribution shall be Two Hundred Thirty-Six Dollars and Eighty Cents (\$236.80); effective September 1, 2017, the weekly contribution shall be Two Hundred Forty-Six Dollars and Thirty-Cents (\$246.30). The above contributions shall be paid each week the employee shows earnings on the Employer's payroll except as provided below:

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

ARTICLE XXIV. DURATION

THIS AGREEMENT shall supersede and replace all previous agreements between the parties hereto and shall be in effect from June 1, 2013 up to and including May 31, 2016, and shall remain in effect from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the annual expiration date of their intention to change, modify or terminate this Agreement.

31st IN WITNESS WHEREOF, the parties hereto have caused these present to be duly executed this day of July 2013.

ARCHITECTURAL SALES

Redacted by U.S. Treasury

BY

BY

MISCELLANEOUS DRIVERS, HELPERS AND WAREHOUSE MEN'S UNION, LOCAL NO. 638

Redacted by U.S. Treasury

BY

BY

A.  
see Treas

Agreement

Between

APAC-Central, Inc  
Arkholia Division

And

Teamsters Local Union 516  
International Brotherhood of Teamsters

Effective 01/28/13 through 1/28/16

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## ARTICLES OF AGREEMENT

Articles of Agreement between APAC-Central, Inc, Arkhola Division , Party of the first part, hereinafter called the Employer, and the Teamsters Local Union 516, affiliated with the International Brotherhood Of Teamsters, party of the second part, hereinafter called the Union, WITNESSETH:

### ARTICLE 1 - UNION RECOGNITION

This contract shall cover the employees of the Employer at the Roberts Quarry and Asphalt Plant near Tahlequah, and the sand plant at Muskogee, for which the Union has been duly certified as bargaining agent. The Union agrees at all times, as far as in its power, to further the interest of the employer.

### ARTICLE 2 - UNION SECURITY

The Union shall be the sole representative of the employees in the classifications covered by this Agreement involving all the jobs listed under Article 10 herein.

The Employer further agrees that if any additional employees are required, the Employer may hire anyone it elects to hire, with the understanding that such employee be on a 60 calendar days worked trial basis and allow for an extension in an exceptional circumstance (to be no more than 90 calendar days) should the company and union mutually agree that additional time is needed during which time the employee may be disciplined or discharged without recourse to the grievance and arbitration provisions of this Agreement. The Employer agrees to notify the union when a bargaining unit vacancy becomes available.

Except as provided in Article 17, the Employer agrees where leased equipment is used such driver of leased equipment will work at all times under all conditions of this Agreement.

It is also agreed that the employee will load or unload trucks or equipment of any company with whom the Employer does business, irrespective of whether such Employer engages union employees.

### ARTICLE 3 - GENDER CLAUSE

Although an attempt has been made to correct gender pronouns in the agreement, it is understood that where the masculine pronoun is used, it shall refer to both the male

and a separate list will be maintained for the Roberts Quarry, and another list for the Roberts Asphalt Plant.

Subject to subparagraph (g) of this Article, no employee shall lose his/her position, or right of reinstatement, or seniority in case of sickness or accident on the job. Upon the recovery of such sick or injured employee, if he/she is physically able to perform his/her customary duties, they shall be reinstated with full seniority, subject to subparagraph (g) of this Article. All time lost due to sickness or accident while on the job will be considered time worked insofar as the seniority right of the employee is concerned.

Loss of Seniority - An employee shall lose all his/her seniority rights for any of the following reasons:

- (a) If he/she is discharged for "just cause".
- (b) If he/she voluntarily quits.
- (c) If he/she misrepresents reason for leave of absence.
- (d) If he/she fails, following a layoff, to notify the Employer within three (3) working days after receipt of notice of recall and to report for work within five (5) calendar days of the Employer's last attempt to contact the laid-off Employee to the employee's address on the Employer's records. The employee shall have the obligation of keeping the Employer notified of their correct address.
- (e) If he/she is absent for three (3) days without notifying the Employer, unless it is not physically possible to notify. The burden of proof is on the employee to prove they could not physically notify the Employer.
- (f) If he/she overstays a leave of absence without good reason.
- (g) If he/she has not worked for the Employer for any reason for twelve (12) months unless the absence is due to an on-the-job injury in which case the period is to be twenty four (24) months.

## **ARTICLE 6 - INSURANCE & PENSION**

### **Section 1 - Insurance**

Eligible employees and their dependents will have the option of being covered by a group medical plan referred to as "Oldcastle Medical Plan for Hourly Employees" The Employer reserves all rights to effectuate any modification and/or changes adopted by Oldcastle Inc. regarding the health and welfare coverage's it provides or makes available. Should the Oldcastle plan be terminated for any reason during the life of this Agreement, the Employer agrees to provide coverage through another carrier with benefits substantially equal

to those enjoyed by employees prior to the plan's termination. Employees participating in the Oldcastle Inc. group medical plan will pay by weekly payroll deduction the current Oldcastle, Inc. Hourly Schedule for Employee Medical Plan Contributions. Eligible employees and their dependents may enroll in the Oldcastle Dental Plan for the monthly premiums in effect. Premiums will be by weekly payroll deduction.

## Section 2 - Pension

The Employer shall contribute to the CS, SE and SW Areas Pension Fund presently in effect, which is being administered jointly by the established Board of Trustees, to the Benefit Class 9 Schedule, the following amounts:

Effective January 16, 2013 the sum of Forty Three Dollars and zero Cents (\$43.00)  
Effective January 16, 2014 the sum of Forty Four Dollars and seventy Cents (\$44.70)  
Effective January 16, 2015 the sum of Forty Six Dollars and fifty Cents (\$46.50)

above amounts will be paid per week for each employee covered by this Agreement who has actively performed work for the Employer during that week and who has been on the payroll sixty (60) calendar days worked or more.

The Employer will pay pension premiums for eight (8) weeks when employee is ill or injured. The Employer will pay up to six (6) months if employee is off duty due to an on-the-job injury. If an employee is on jury duty the Employer will make Pension contributions in their behalf for each week they miss.

When taking leave of absence, employee will pay Employer the amount of the pension premium that is in effect each week for time he is on leave. This money to be paid by employee before taking leave of absence.

Effective January 17, 2010, the Employer granted employees access to the matching OMG Savings Plan. The Employer reserves all rights to effectuate any modification and/or changes adopted by OMG, Inc. regarding the OMG Savings Plan. The Employer will provide the Union and the Employee with a copy of the plan changes when they are adopted.

## ARTICLE 7 - MANAGEMENT PREROGATIVES

Section 1. The management of the facilities and the direction of the working force, including the right to hire, suspend, discipline or discharge for cause, to assign to jobs, to transfer, promote or demote employees, to increase and decrease the working force, to determine products to be handled, produced or manufactured, the schedules of production, and the methods, processes, and means of production or handling, as well as the right to

**AGREEMENT**

**By and Between**

**ARROWHEAD CONCRETE WORKS, INC.**

**5572 Miller Trunk Highway**

**Duluth, MN 55811**

and

**TEAMSTERS GENERAL LOCAL 346**

**Duluth, Minnesota**

**September 1, 2012**

**through**

**August 31, 2017**

**RECEIVED**

**OCT 01 2012**

**CONTRACT  
DEPARTMENT**

AGREEMENT

By and Between

ARROWHEAD CONCRETE WORKS, INC.

and

TEAMSTERS GENERAL LOCAL 346

ARROWHEAD CONCRETE WORKS, INC., of Duluth, Minnesota, hereinafter referred to as the "Employer" and the TEAMSTERS GENERAL LOCAL 346 of Duluth, Minnesota, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", agree to the following terms and conditions of this contract.

ARTICLE 1.

RECOGNITION: Section 1. The Union shall be the sole representative of the unit composed of those classifications of employees covered by this Agreement in collective bargaining with the Employer. There shall be no discrimination or discharge of any employee because of Union affiliation.

Section 2. The Company shall have the sole jurisdiction over all the management rights and functions provided there shall be no conflict with the terms of this Agreement.



ARTICLE 29.

PENSION: Effective September 1, 2012, the Employer shall contribute to a pension fund the sum of one hundred thirty-two dollars and thirty cents (\$132.30) per week, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective September 1, 2013, the Employer shall contribute to a pension fund the sum of one hundred thirty-seven dollars and sixty cents (\$137.60) per week, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective September 1, 2014, the Employer shall contribute to a pension fund the sum of one hundred forty-three dollars and ten cents (\$143.10) per week, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective September 1, 2015, the Employer shall contribute to a pension fund the sum of one hundred forty-eight dollars and eighty cents (\$148.80) per week, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective September 1, 2016, and for the duration of this Contract, the Employer shall contribute to a pension fund the sum of one hundred fifty-four dollars and thirty cents (\$154.30) per week, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

This Fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND.

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.

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. 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.

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

Section 2. Defined Contribution Plan - It is agreed that a Trust Agreement shall be adopted with a Board of Trustees, an equal number appointed by Teamsters Local 346 and an equal number appointed by participating Employers. The Trustees shall establish a Defined Contribution Plan. The Plan and Trust Agreement shall comply with all applicable provisions of the Internal Revenue Code and the Employee Retirement Income Security Act.

It is further agreed that the Plan shall be a defined contribution plan. The Trust Agreement shall provide that the Trustees may appoint a qualified investment manager as defined in Section 3(38) of ERISA to manage the assets of the Fund.

The Employer agrees to be bound by the provisions of such Trust Agreement and Defined Contribution Plan and all policies adopted by the Board of Trustees, including a collection policy for the recovery of delinquent contributions. The employer further agrees to make contributions no later than the 15th of the month following the month in which contributions are earned and in the amounts set forth in the wage addendum of this contract. Contributions are payable on all hours worked commencing September 1, 2007, and shall be remitted to such office as designated from time to time together with contribution reports in accordance with the directions of the Board of Trustees.

The Board of Trustees pursuant to the provisions of the Plan, Trust Agreement or collection policy adopted by the Trustees may impose penalties and/or interest on late payments, conduct examinations of all necessary employment, payroll and other relevant records relating to employees covered by this Agreement, require and collect reimbursement of costs of such examination, together with all costs of collection, attorneys and account fees incurred by the Defined Contribution Plan. Notwithstanding any other provision of this Agreement the failure, refusal or neglect of an Employer to report or to pay any amount due the Plan or to comply with the requirements of this section or of that Plan or Trust shall not be subject to arbitration.

Effective	Effective	Effective	Effective	Effective
<u>9-1-12</u>	<u>9-1-13</u>	<u>9-1-14</u>	<u>9-1-15</u>	<u>9-1-16</u>
\$60.80/wk	\$63.20/wk	\$64.80/wk	\$68.40/wk	\$71.60/wk

It has been agreed between the parties that \$.80 per hour will be paid on all hours worked including vacation and holiday hours.

#### ARTICLE 30.

**FUNERAL LEAVE:** The Employer agrees to pay full-time employees up to three (3) days paid leave as may be necessary to attend the funeral Monday through Friday in the event of

**AGREEMENT**

**By and Between**

**ANDERSON FURNITURE  
(Arrowhead Supply)  
2032 West Superior Street  
Duluth, MN 55806**

**and**

**TEAMSTERS GENERAL LOCAL UNION NO. 346  
Duluth, Minnesota**

**January 1, 2013  
through  
December 31, 2015**

**RECEIVED**

**JAN 24 2013**

**CONF  
DEF**

## AGREEMENT

ANDERSON FURNITURE of Duluth, Minnesota, hereinafter referred to as the "Employer", and TEAMSERS GENERAL LOCAL UNION #346 of DULUTH, MINNESOTA, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", agree to the following terms and conditions of this contract.

### ARTICLE 1

RECOGNITION: Section 1. The Union shall be the sole representative of the unit composed of those classifications of employees covered by this Agreement in collective bargaining with the Employer in the Duluth branch. There shall be no discrimination or discharge of any employee because of Union affiliation.

Section 2. The Company shall have the sole jurisdiction over all the management rights and functions provided there shall be no conflict with the terms of this Agreement.

### ARTICLE 2

UNION SECURITY: Section 1. All present employees who are members of the Local Union on the effective date or on the date of execution of this Agreement, whichever is 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 the 31st day following the effective date of this contract, whichever is the later.

being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

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.

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.

## ARTICLE 29

PENSIONS: Effective January 1, 2013, the Employer agrees to contribute one hundred thirty two dollars and eighty cents (\$132.80) per week for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective January 1, 2014, the Employer agrees to contribute one hundred thirty eight dollars and ten cents (\$138.10) per week for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective January 1, 2015, the Employer agrees to contribute one hundred forty three dollars and sixty cents (\$143.60) per week for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more.

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.

By the execution of this Agreement, the Employer authorizes the Employer's Associations which are parties thereto 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 injured on the job, the Employer shall continue to pay the required contributions until such employee returned 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.

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.

The parties agree that pension contributions will be remitted to the Central States Pension Fund on behalf of all regular full-time employees after they have been on the Employer's payroll for thirty (30) calendar days.

With respect to part-time employees, the parties agree that in the event that an individual employed on a part-time basis (meaning short term employees whose employment is uncertain or irregular and for a limited or temporary purpose) works 1,000 hours or more in a 12-month period, he will be considered a regular employee for the purposes of participation in Central States Pension Fund and all hours worked by him thereafter (for the remainder of that

year and all subsequent years), will require contributions to Central States Pension Fund in the same manner and amount as required by this contract for regular full-time employees.

Retirement shall be compulsory at the age of sixty-five (65), if the employee can qualify for a pension.

### ARTICLE 30

**FUNERAL LEAVE:** The Employer agrees to pay full-time employees for necessary absence on account of death in immediate family for a period of two (2) days at the straight time rate, not to exceed eight (8) hours per day; provided the employee attends the funeral and the compensable day or days off fall within the employees' regularly scheduled work week. Immediate family shall include spouse, parents, child, sister or brother.

### ARTICLE 31

**JURY DUTY PAY:** A full-time employee who is called to serve on jury duty shall be paid for actual hours worked for the Company. If this pay, together with his jury duty pay does not equal his regular weekly pay, the Employer will make up the difference for a maximum period of two (2) weeks, provided the employee works such hours as he is available during the hours when court is not in session. The above shall apply to petit jury duty only.

### ARTICLE 32

**LOSS OR DAMAGE:** Employees shall not be charged for loss or damage unless clear proof of negligence is shown. This Article is not to be construed as applying to charging employees for equipment.



**LABOR CONTRACT**

**Between**

**THE VALVOLINE COMPANY  
DIVISION OF ASHLAND, INC.  
St. Louis, Missouri**

**And**

**AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES  
EMPLOYEES UNION, LOCAL 618**

**Term: February 1, 2013 – January 31, 2018**

**RECEIVED**

**MAR 25 2013**

**CONTRACT  
DEPARTMENT**

THIS AGREEMENT, entered into by and between The Valvoline Company, a division of Ashland Inc., hereinafter referred to as the "Employer," for its facility located at 3536 S. 1<sup>st</sup> Street in St. Louis, Missouri, hereinafter referred to as the "St. Louis Facility," and the Automotive, Petroleum and Allied Industries Employees Union, Local 618, hereinafter referred to as the "Union," acting as the sole and exclusive collective bargaining agent for the employees in the bargaining unit.

## **ARTICLE I – RECOGNITION**

1.01 – The Employer agrees to recognize the Union as the sole collective bargaining agent for Driver/Material Handlers and Material Handlers employed at the St. Louis Facility

1.02 - It is further agreed that no other labor organization or group of employees will be recognized by the employer at the St. Louis Facility for the purpose of collective bargaining on behalf of the classifications of employees covered by this Agreement. It is further agreed that if an Employer is a party to this Agreement moves his plant or facility from its present location or locations to another place within the jurisdiction of Local 618, this contract and all of its terms and conditions will prevail said new location or locations of plant or facility and shall be in full force and effect.

### **1.03 - Driver Material Handlers**

Those employees who deliver, unload, transport, pick-up and load (or assist in loading) all petroleum, chemical by-products and chemicals in liquid, gaseous or dry form by the case, barrel or bulk; and other products and commodities and perform work relating to these driver/material handler duties. Driver/Material Handlers hired after 2/1/04 must obtain a Commercial Driver's license. (CDL) prior to their 90<sup>th</sup> day of employment and must maintain that CDL to continue employment. Driver/Material Handler is responsible for maintaining their CDL. If for medical reason the Driver is unable to maintain their CDL they will bump to the Material Handler classification if qualified and able, and pay will follow the Material Handler pay scale.

### **1.04 - Material Handlers**

Shall mean those employees who ship and receive, fill, package, store, load and unload all petroleum, chemical by-products and chemicals in liquid, gaseous or dry form, and other products and commodities by the case barrel or bulk (including loading all tank trucks or tank cars and dry freight for delivery), and do normal maintenance on tanks, etc., at bulk depot and perform work relating to such operations.

### **1.05-Blenders**

Shall mean those employee(s) whose primary responsibilities include operating the loading rack as well the employee(s) who are blending oils.

### **1.06– Changes in Classification of Work**

- (a) The Employer shall not significantly change the above duties of the classifications as outlined, without giving the Union at least thirty (30) days' notice in advance of his intent to make this change. During this thirty (30) day period, the Employer and the Union shall discuss the change.

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 employee for losses resulting therefrom.

### **ARTICLE VXIII – PENSION PLAN**

18.01 – The Employer’s cost for an approved program other than provided herein must be no less than contributions made by other employers for participation in the Central States, Southeast and Southwest Areas Pension Fund.

#### **18.02 – Pension Contribution**

Effective February 1, 2013, as the employer agrees to participate in the Central States, Southeast and Southwest Areas Pension Fund, in accordance with the rules and regulations of the Trustees, and to pay on the first day of each month into the Central States Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement \$193.10 a week.

Effective February 1, 2014, as the employer agrees to participate in the Central States, Southeast and Southwest Areas Pension Fund, in accordance with the rules and regulations of the Trustees, and to pay on the first day of each month into the Central States Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement \$204.70 a week.

Effective February 1, 2015, as the employer agrees to participate in the Central States, Southeast and Southwest Areas Pension Fund, in accordance with the rules and regulations of the Trustees, and to pay on the first day of each month into the Central States Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement \$217.00 a week.

Effective February 1, 2016, at the employer agrees to participate in the Central States, Southeast and Southwest Areas Pension Fund, in accordance with the rules and regulations of the Trustees, and to pay on the first day of each month into the Central States Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement \$225.70 a week.

Effective February 1, 2017, at the employer agrees to participate in the Central States, Southeast and Southwest Areas Pension Fund, in accordance with the rules and regulations of the Trustees, and to pay on the first day of each month into the Central States Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement \$234.70 a week.

18.03 – Employer contribution requirements shall be as follows:

- (a) On each regular employee who has be been on the payroll thirty (30) days or more.

- (b) On each regular employee who has worked in any week or portion thereof.
- (c) 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.
- (d) 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.
- (e) If any employee is granted a leave of absence, the Employer shall collect from said employee; prior to the leave of absence begin effective, sufficient moneys to pay the required contributions into the Pension Fund during the period of absence.

18.04 – The Union and the Employer agree to be bound by, and hereby assent to all of the terms of the Trust Agreement creating said Central States, Southeast and Southwest Areas Pension Fund, all of the rules and regulations theretofore and hereafter adopted by the Trustees of said administering such Trust Fund in accordance with the Trust Agreement and rules adopted. Both parties to this Agreement agree to sign the participation agreement as required by the Pension Fund.

#### **ARTICLE XIX – NON-DISCRIMINATION**

19.01 – Neither the Union nor the Employer will discriminate in any way against any employee or applicant for employment on account of race, color, creed, religion, national origin, gender, age, marital status, veteran status, disability, or other protected characteristic or status, in violation of state or federal law, including but not limited to Missouri's laws against discrimination, Title VII of the Civil Rights Act of 1964, the Age Discrimination in employment Act, the Americans with Disabilities Act, the family and Medical Leave Act, the Fair labor standards Act, the Occupation Safety and Health Act, and the Employee Retirement Income Security Act.

19.02 – This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons to the extent required by state and/or federal law, including the Americans with Disabilities Act. In the event a proposed accommodation conflicts with an express provision of this Agreement, the parties, at either party's request, shall meet to discuss the proposed accommodation.

The parties agree that any accommodation made by the Employer and/or the Union with respect to job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person accommodated in the particular situation. The fact that such person was accommodated, and the manner and method of such accommodation, shall

ORIGINAL

**THIS AGREEMENT ENTERED INTO BY AND BETWEEN  
CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN, AND HELPERS  
LOCAL UNION NO. 135, AFFILIATED WITH THE  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**AND**

**ASSOCIATED ROOFING PROFESSIONALS, INC.**

**APRIL 1, 2013 TO MARCH 31, 2016**

**RECEIVED**

**JUN 03 2013**

**CONTRACT  
DEPARTMENT**

## **PREAMBLE**

The **ASSOCIATED ROOFING PROFESSIONALS INC.**, hereafter referred to as the "**Employer**" and the **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** **UNION SHOP**

**Section 1. (A)** The Company recognizes and acknowledges that the Union shall be the exclusive representative of all employees in the classifications of work covered by this Agreement for the purposes of collective bargaining as provided by the National Labor Relations Act.

**(B)** As a condition of continued employment, all persons who are hereafter employed by the Company in the units subject to this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment of the effective date of this Agreement, which is the later; that the continued employment by the Company in said units of employees who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of periodic dues to the Union: and the continued employment of persons who were in the employ of the Company 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 of this Agreement. No requirements for maintenance of membership in good standing beyond those provided for in the Labor Management Relations Act of 1947, as amended, shall be required by the Union.

**(C)** The failure of any person to become a member of the Union at such required time shall obligate the Company, upon receipt, via registered mail, of 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

**ARTICLE 23**  
**PAY PERIOD**

The Employer shall pay on a weekly basis and not more than four (4) working days shall be held back for the purpose of computing payrolls.

In the event an employee is discharged for cause, he shall be paid in full.

**ARTICLE 24**  
**WAGES**

	<u>4/1/13</u>	<u>4/1/14</u>	<u>4/1/15</u>
Drivers, Warehousemen & Helpers:	\$20.95	\$21.95*	\$22.95*

\*Note ... any increase in the weekly cost for health and welfare contributions will be deducted from the hourly compensation.

**ARTICLE 25**  
**PENSION**

Effective April 1, 2013 the Employer shall contribute to the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of One Hundred and Eleven Dollars and Eighty cents (\$111.80) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective April 1, 2014 the Employer shall contribute to the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of One Hundred and Sixteen Dollars and Thrity cents (\$116.30) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective April 1, 2015 the Employer shall contribute to the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of One Hundred Twentyone Dollars (\$121.00) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

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.

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. 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-operator, 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-driver compensation.

Contributions to the Pension Fund must be made for each week of 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.

Contributions will be remitted to the Central States Pension Fund on behalf of all employees covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.



## AGREEMENT

**THIS AGREEMENT**, executed and effective as of April 1<sup>st</sup> 2012, by and between **ASSOCIATED WHOLESALE GROCERS, INC.**, Oklahoma City Division, hereinafter referred to as "Company," and **GENERAL DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 886** General Drivers, Chauffeurs and Helpers Local Union No. 886, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as "Union." The parties mutually agree as follows:

### Article I: Recognition

The Company recognizes the Union as the sole and exclusive representative for the employees covered herein for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment. The term employee as used in this Agreement includes warehouse employees employed at the Company's Oklahoma City, Oklahoma warehouses, including warehousemen and warehouse maintenance employees, excluding office-clerical employees, guards, professional employees, and supervisors as defined in the National Labor Relations Act.

Articles II through XVI contain joint language between Company and Locals 245, 767, 888 and 955.

### Article II: Union Access

The Union business representative(s) shall have access to the warehouse during working hours for official Union business, after notifying the Distribution Manager in charge or his designee, provided there shall be no interference with production or the work of the employees. The Union and the Company shall notify each other in writing of the names of its authorized representatives or designees.

### Article III: Check Off

The Company agrees to deduct from the pay of all Employees covered by this Agreement dues and any other lawful assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions by the 20th of the month for which the deduction is made. Upon such deductions being authorized in writing, and to the extent so authorized, by the employees, the deduction shall be made from wages owing on the last payroll period in any calendar month of the term of this Agreement. Authorizations shall be made on the form required and no deductions shall be made which are prohibited by law.

The Company agrees to deduct from the paychecks of all employees covered by this Agreement for voluntary contributions to DRIVE or other such organization established by or participated in by their respective Local. DRIVE, or such other

#### Article XXIV: Discharge

1. Subject to the grievance procedure, the right to discharge, discipline and suspend for just cause and to maintain the discipline of employees is the prerogative of the Company, provided that in the exercise of these rights the Company will not violate any of the terms of this Agreement. The Company shall be deemed to have just cause to discharge or to discipline any employee for dishonesty, the illegal use of a controlled substance on Company time or on Company property, recklessness resulting in an accident while on duty, insubordination, or violating the Company's substance abuse policy.

2. The Union will be given notice of all warning letters, suspensions and discharges, in writing by certified mail, which shall state the reason for the suspension or discharge. The notice shall be given within ten (10) calendar days of the alleged incident, or the incident will not provide a basis for disciplinary action unless, because of extenuating circumstances, the Company did not have knowledge of the facts giving rise to the incident. The notice shall be deemed given if delivered to the employee, or mailed by certified mail, return receipt requested, within ten (10) calendar days of the alleged incident, or within ten (10) calendar days of the Company's obtaining knowledge of the alleged incident.

3. The affected employee may request an investigation should he feel that he has been improperly suspended or discharged. Such request for investigation must be made in writing and a copy thereof furnished the Company not later than ten (10) calendar days after receipt of written notice of the employee's suspension or discharge. The Company and the Union in the event they cannot come to an agreement on the matter will settle the dispute as provided for herein, including reference to arbitration.

4. Disciplinary action against an employee shall remain in effect for not more than twelve (12) months.

#### Article XXV: Pensions

1. The Company shall contribute to the Central States Southeast, and Southwest Area Pension Fund as follows:

a. The following rates will be paid for all employees who have completed three (3) years of service:

04/01/2012	\$243.90 per week
04/07/2013	\$258.50 per week
04/08/2014	\$274.00 per week

b. Employees with less than three (3) years of service will receive contributions as follows (based on the above rates):

Casuals and those with more than thirty (30) days of continuous employment	50%
Second year of employment	50%
Third year of employment	50%

- c. The Company reserves the right, in its sole discretion, to alter the payment method for casuals and new hires and pay one hundred percent (100%) of contributions after the completion of one thousand (1000) hours of employment.

2. The obligation to pay for and make the required weekly contribution for the pension program hereby established for regular employees of the Company shall rest solely with the Company, except as hereinafter provided. Summer Help shall not be covered by this pension program established under this Agreement.

3. The Company shall pay and make weekly contribution for the pension program hereby established for each week worked (or paid vacation or jury duty) by a regular employee, even though such employee may work for the Company only part-time during such week. If such employee is absent from work during any week because of illness or noncompensable injury and notifies the Company of such absence, the Company shall continue to pay and make the required weekly contributions, so long as the employee is on the Company's regular seniority list, but for a period of not more than four (4) weeks. If such employee is absent from work during any week due to compensable injury, the Company shall continue to pay and make such weekly payments, so long as the employee is on the Company's regular seniority list, but for a period of not more than six (6) months.

4. If an employee is absent from work during any week, the Company shall not be required to pay or make any weekly contributions for such employee, except as provided in paragraph 3 above. However, if any such regular employee so desires, he may continue his pension program contributions so long as he is on the Company's regular seniority list by making prior arrangements with the Company, who shall collect from such employee sufficient moneys for the Company to make the weekly contributions due the pension and on account of such employee during any such absence.

5. By the execution of this Agreement, the Company agrees to enter into appropriate trust agreements necessary for the administration of such pension fund and to designate the Company's trustees under such Agreement, hereby waiving all notices hereof and ratifying all actions already taken or to be taken by such trustees in the scope of their authority.

6. Failure of the Company to pay or make any contribution for the pension program as hereinabove provided shall relieve the Union of its no-strike

obligation with respect to the Company, unless there is a bona fide dispute as to the amount owed, in which case the matter shall be resolved under the provisions of Article XV hereof.

#### **Article XXVI: Insurance**

1. The Company shall contribute to a fund, which is to be administered through Trust Agreement of the Central States, Southeast and Southwest Areas Health and Welfare Fund. These contributions shall be made for each employee covered by this Agreement who has been on the payroll for thirty (30) calendar days or more. By the execution of this Agreement, the Company authorizes the Central States, Southeast and Southwest Areas Employer's Association to enter into an appropriate Trust Agreement necessary for the Administration of such Fund, and to designate the Company 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.

Date	Member Only	Member + Children	Member + Spouse	Family
2012	132.50	195.45	260.90	348.20
2013	150.20	217.30	289.00	389.80
2014	170.80	247.70	325.50	444.60

2. Should all amounts not be needed, the Company will exclusively retain the portions not used

3. Company will have the right to audit employee sign up information to verify its accuracy.

4. If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If any employee is injured on the job, the Company 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 Company 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. Contributions to the Health and Welfare Fund shall be made for each week on each employee on the general seniority list, including weeks where no work is performed under the provisions of this Agreement, and although contributions may be made for those weeks into some other Health and Welfare Fund. This provision does not apply in cases of layoff.

lost time. The Company reserves the right to select its own medical doctor, but the employee may, if he believes an injustice has been done to him, be re-examined by another medical doctor at the employee's expense. If the two medical doctors do not agree, then the two medical doctors shall select a third medical doctor whose decision shall be final and binding. The Company and employee shall share the cost of the third doctor.

2. If an employee fails to pass a physical examination given by the Company, the Company shall furnish a copy of the report to the employee and the Union by certified mail.

3. Any employee who is off work due to illness or an off-the-job injury for more than five (5) workdays will be required to notify the Company in advance of his return to work and present the Company with a medical doctor's release so that a return-to-work physical may be scheduled with the Company's medical doctor if the Company deems it necessary. The employee must notify the Company so that his return-to-work physical can be scheduled on Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. If such employee is to report to work on a Saturday or Sunday, he must notify the Company on the preceding Friday so that the physical may be scheduled prior to the weekend.

#### Article XXXVII: Scope of Agreement

1. This Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties hereto and no representative of either party has authority to make and neither of the parties shall be bound by, any statement, representation or agreement reached prior to the signing of this Agreement or made during these negotiations set forth herein.

2. No subject or matter referred to or covered by this Agreement or which is not specifically referred to or covered herein or is omitted hereby shall, except by mutual agreement, be the subject of collective bargaining during the term of this Agreement even though such subject or matters may or may not have been within the knowledge or contemplation of either or both of the parties at the time of negotiation or the signing of this agreement.

#### Article XXXVIII: Term of Agreement

This Agreement sets forth the full and complete understanding of the parties hereto and cancels and supersedes any and all agreements heretofore entered into by and between the parties.

This Agreement shall become effective at 12:01 a.m. on April 1<sup>st</sup>, 2012 and shall remain in effect until 12:00 midnight on April 4<sup>th</sup>, 2020.

EXECUTED this \_\_\_\_ day of April, 2012

GENERAL DRIVERS, CHAUFFEURS AND HELPERS LOCAL, UNION NO. 886, OKLAHOMA CITY DIVISION  
Affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS

ASSOCIATED WHOLESALE GROCERS, INC.

By:    
Ron Cobb, President-Business Manager

   
Mike Rand, COO

**RECEIVED**

APR 08 2013

**CONTRACT DEPARTMENT**

AGREEMENT BETWEEN ASSOCIATED WHOLESALE GROCERS, INC. AND LOCAL 886

This document represents the negotiated agreement between Associated Wholesale Grocers, Inc. and Teamsters Local 886 to determine the wage, pension and health and welfare increase, where applicable, for the next three (3) years of the Agreement.

Wages

Effective April 5<sup>th</sup>, 2015 all classifications shall receive a \$0.35 wage increase above the 2014 hourly base rate. Effective April 3<sup>rd</sup>, 2016 all classifications shall receive a \$0.35 wage increase above the 2015 hourly base rate. Effective April 2<sup>nd</sup>, 2017 all classifications shall receive a \$0.35 wage increase above the 2016 hourly base rate. Casual and progression rates apply per contract.

Pensions

The Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund on behalf of employees, per the contract, as follows:

4/5/2015	\$290.40
4/3/2016	\$302.00
4/2/2017	\$314.10

Health and Welfare

The Company will contribute as of the following dates the following amounts to the Central States Southeast and Southwest Areas Health and Welfare Fund on behalf of each regular full time employee:

→ 4/5/2015	<u>\$347.70</u>
4/3/2016	\$367.70
*4/2/2017	\$397.12

\*For 2017, should the actual health and welfare cost increase by less than 8%, or \$29.42 per week in increases, The Company shall apply the difference towards the employee's hourly wage. Conversely, should the actual health and welfare cost increase by more than 8%, or \$29.42 per week in increases, The Company shall reduce the 2017 hourly wage by the difference.

**RECEIVED**

MAY 06 2015

CONTRACT  
DEPARTMENT

**JOINT  
LABOR UNION  
AGREEMENT**

*by and between*  
Aster Johnson  
Appleton, Wisconsin

*and*  
Teamsters Local Union 662

*July 01, 2014 – December 31, 2017*  
Appleton Wisconsin

**RECEIVED**

FEB 24 2015

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7/1/2014— 12/31/2017

## AGREEMENT

THIS AGREEMENT, entered into as of the 1st day of July, 2014, between ASTENJOHNSON APPLETON, its successors and assigns, (hereinafter called "Company" or "Employer") and TEAMSTERS LOCAL UNION NO. 662 affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter called the "Union").

### ARTICLE 1- RECOGNITION

1.1 - The Company recognizes the Union as the sole bargaining agent for all Associates in the Weaving Department performing work within the classifications defined and set forth in this Agreement, excluding supervisory, technical, clerical, and office Associates; guards and Associates in the bargaining unit represented by Wire Finishers Lodge No. 2073 of the International Association of Machinists and Aerospace Workers, AFL-CIO. This recognition clause shall be solely a recognition clause and shall in itself confer no substantive rights other than as provided in this Agreement.

1.2 - The Employer agrees not to enter into any agreement with the Associates covered by this Agreement individually or collectively which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said Associates or any individual Associate, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

1.3 - Team Leaders and supervisory personnel may assist Weavers on production work as covered by this agreement for the purposes of instruction and process improvement. This will in no way allow normal production work to be performed by supervisory personnel. The Team Leader will contact the Shop Committee person on duty to advise him/her of the reason. In addition, the Union and the Company agree that from time to time Associates may be required to document processes and procedures. Job knowledge will be openly shared by both the Company and the Union to continuously improve the business. R&D and problem solving associated with new or existing products, processes, or equipment will be carried out in a fully cooperative manner.

1.4 - The Company and the Union agree to a concept of a self-managing work force that continually improves all aspects of the business. Self-managing teams will not bargain over wages, hours, working conditions, or conditions of employment, and shall not infringe upon existing Union and management rights. The integrity of the collective bargaining process and the working of the grievance procedure will be upheld and maintained. Appendix B outlines this philosophy as set forth.

who apply during the open enrollment period offered each year prior to January 1.

## ARTICLE 12- RETIREMENT

12.1(a) – Effective July 1, 2014 the employer shall contribute one hundred twenty-four dollars and eighty cents (\$124.80) per week for each employee. Employer contributions shall be made for each associate covered by this agreement who has been employed in the bargaining unit covered by this agreement thirty (30) days or more.

12.1(b) - This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this contract.

12.1(c) - 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 with the scope of their authority.

12.2 - If an Associate 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 associate is injured on the job the Employer shall continue to pay the required contributions until such associate returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an Associate is granted a leave of absence, the Employer shall collect from said Associate, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

12.3 - Contributions to the Pension Fund must be made for each week on each regular or extra Associate, even though such Associate 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. Associates 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.

12.4 - Action for delinquent contributions may be instituted by either the Local Union or the Trustees of the Fund. Employers who are delinquent must also pay all attorney fees and costs of collection and are responsible to the associates for any losses resulting from such delinquency.

12.5(a) - Any Associate eligible for retirement benefits provided by the Central States Pension Plan specified in Section 12 1 shall be required to retire pursuant to the plan

provisions applicable Statute:

12.5(b) - Any Associate who is otherwise qualified for retirement benefits provided by the Central States Pension Plan specified in Section 12.1 12.5 (a) may retire at any time they are qualified.

12.5(c) - Retiring Associates shall receive all vacation due them prior to their retirement becoming effective,

12.6 - The Company will coordinate a supplemental 401 (k) investment savings plan opportunity for all Weaving Associates through December 31, 2017. This plan will be similar, but separate, from the office investment plan. There will be no Company contribution to this plan. Weaving Associates may opt to make payroll deductions to this plan to be used as a supplemental retirement plan, or to fund supplemental medigap insurance, or pay medical costs for early retirement from 57-62.

A. Eligibility for the 401(k) investment plan is 90 days.

B. The plan provides for Associate investment only.

C. Associate contributions are not to exceed 15% of the associate's 40-hour workweek income.

New hires are eligible for the 401k upon the 1<sup>st</sup> of the month after 90 days.

12.7 - It is recognized and agreed the Company's profit sharing plan called TEAM\$HARE is not a part of this labor agreement and is not, in any respects, subject to the grievance/arbitration procedures Article 7. The Company unilaterally administers this program. It may be, at its own discretion, modified or eliminated at any time. The program is not subject to negotiations or the National Labor Relations Act.

### ARTICLE 13- UNION AFFAIRS

13.1 (a) - Shop Committee. The Employer recognizes the right of the Local Union to designate not to exceed three (3) seniority associates to constitute a Shop Committee, which may be headed by a chairman. The Shop Committee shall have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Local Union.

**AGREEMENT BETWEEN**  
**TEAMSTERS LOCAL UNION NO. 688**  
**ST. LOUIS, MO**



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JUL 22 2013

**CONTRACT  
DEPARTMENT**

**AND**

**AMERICOLD LOGISTICS SERVICES, LLC.**

**JUNE 1, 2013 to MAY 31, 2016**

Printed by Teamsters Local 688

A G R E E M E N T

This Agreement, dated as of the 1st day of June, 2013 by and between:

AMERICOLD LOGISTICS SERVICES, LLC  
And  
TEAMSTERS LOCAL 688

The Company, hereinafter called the "Employer" Party of the First Part and TEAMSTERS LOCAL UNION NO. 688, 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" is for the purpose of establishing rates of pay, wages, hours of work and conditions of employment to be observed between the parties hereto.

NEGOTIATIONS

The undersigned Employer and the Union agree to be bound by all of the terms and provisions of this Agreement, and also agree to be bound by the interpretations and enforcement of the Agreement.

The Employer further agrees to participate in negotiations of any modification or renewal of the contract.

ARTICLE I

RECOGNITION

Section 1. The term "employee" as used in this Agreement shall include all employees engaged in the handling of merchandise in the shipping, receiving, storing and warehousing thereof and shall exclude all other employees including, but not by way of limitation, superintendents, office and clerical employees.

Section 2. The Employer will neither negotiate nor make Collective Bargaining Agreements for any of the employees covered by this Agreement 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 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. The Union will likewise agree that it will not sponsor or promote, financially, or otherwise, any group or organization for the purpose of undermining the Employer.

VACATIONS CAPPED AT FIVE (5) WEEKS FOR ALL OTHER EMPLOYEES.

An employee shall receive the aforementioned vacations in the year in which he achieves the seniority as listed.

The Employer may allow more employees than outlined above to be on vacation at any one time, at his discretion, if the employees so request. Only for purposes of this Section 5 and Section 8 below, "seniority" shall be calculated from January 1 of the year of hire for those employees hired as regular employees before June 1, 1973, and from January 1 of the year following the year of hire for employees hired as regular employees after May 31, 1973.

Section 5. Vacation pay shall be figured at the employee's regular straight time hourly rate times eight (8) times the number of days taken.

Section 6. Whenever a holiday falls within an employee's vacation period, such employee shall be granted an extra day off from work to be taken in accordance with the Personal Holiday Provision in Article XXXV.

Section 7. Any employee covered by this Agreement, with more than one (1) year's seniority, leaving the service of the Employer shall receive in addition to all accumulated vacation benefits, a pro rata vacation calculated from January 1 of the year in which he terminates his employment providing, however, if the employee has worked more than sixty (60%) percent of the year from January 1, he shall receive full vacation benefits.

Section 8. Vacations shall be granted and taken each calendar year, as bid by seniority. Vacations to be scheduled so as to allow the Company to operate efficiently.

ARTICLE XXVII

PENSIONS

Effective June 1, 2013, the Employer agrees to contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of ONE HUNDRED THIRTY SEVEN DOLLARS AND SIXTY CENTS (\$137.60) per week for each employee who has been on the payroll thirty (30) days or more.

Effective June 1, 2014, the Employer agrees to increase said contribution to the sum of ONE HUNDRED FORTY THREE DOLLARS AND TEN CENTS (\$143.10) per week.

Effective June 1, 2015, the Employer agrees to increase said contribution to the sum of ONE HUNDRED FORTY EIGHT DOLLARS AND

EIGHTY CENTS (\$148.80) per week.

The Employer thereafter (but for a period not exceeding the termination date of this Contract) agrees to contribute to the said Central States, Southeast and Southwest Areas Pension Fund such amount or amounts as are or may be in the future from time to time required to be paid by other contributory Employers to said Fund for each employee covered by the Central States Area Local Cartage Agreement, but only to the extent that is specified in this Agreement.

This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. The Union and the Employer agree to be bound by, and hereby assent to all of the terms of the Trust Agreement creating said Central States, Southeast and Southwest Areas Pension Fund, all of the Rules and Regulations heretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and Rules adopted. Their signatures to this Collective Bargaining Agreement shall be deemed sufficient to signify their assent to and willingness to be bound by the terms of said Trust Agreement as fully as though they and each of them had indicated their assent of said executed Trust Agreement.

The Employer hereby accepts as Employer Trustees, the present ~~Employer Trustees appointed under said Trust Agreement and all~~ such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement. The Employer agrees that it will execute said attached Agreement of Trust and such other documents or papers as may be necessary to effectuate said Welfare and Pension Programs and the purposes announced therein.

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

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## **AGREEMENT**

This collective bargaining agreement is entered into on May 13, 2011, between **ATLAS RETAIL SERVICES LLC** ("Company"), located at Garman Road, Salem, Virginia, and **TEAMSTERS LOCAL UNION NO. 171** ("Union").

### **ARTICLE 1** **UNION RECOGNITION**

Section 1. The Company recognizes the Union as the exclusive collective bargaining representative of all warehouse employees employed by the Company at its facility located at Garman Road, in Salem, Virginia. Office clerical employees, maintenance, auditors, confidential employees, professional employees, managerial employees, and guards and supervisors as defined by the Act are excluded from the bargaining unit.

### **ARTICLE 2** **NO DISCRIMINATION**

Section 1. The Company and the Union agree that neither will discriminate against an employee in any term or condition of employment because of an employee's race, color, religion, sex, disability, age, national origin, ancestry, membership or lack of membership in the Union, or any other prohibited basis of discrimination under applicable state, federal or local laws.

### **ARTICLE 3** **NOTIFICATION**

Section 1. Employees must furnish the Company with their address and telephone number immediately upon employment. Thereafter, the employee shall notify the Company promptly, in writing about any change in address or telephone number. A failure to furnish such change shall relieve the Company of any obligation to provide notice to the employee under any recall or other provisions of this Agreement

Section 2. If the Company is required to give notice to employees under any provision of this Agreement, the notice will be given by certified, return receipt requested mail to the employee's last known address. If the employee fails to claim the letter within seven (7)



**ARTICLE 29**  
**HEALTH INSURANCE**

Section 1. The Company agrees to offer group health insurance coverage. Every regular, full-time employee of the Company is eligible to become insured under these plans on the first day of the month following completion of the probationary period.

Section 2. The terms, conditions and provisions of the health insurance plan are set forth in the applicable plan documents. This plan may, from time to time, be amended or changed by the Company. Changes or amendments to the plan will be announced periodically. The Company will not, however, change the 80/20 co-pay that will become effective as soon as practical after ratification.

Section 3. Upon ratification, employee weekly contributions toward the Company's health insurance plan will be nineteen dollars (\$19.00) for single, twenty-two dollars (\$22.00) for employee plus one, and twenty-six dollars (\$26.00) for family. The weekly contribution must be paid by the employee for every week in which the employee is on the seniority list following the completion of probation unless he opts out of benefits.

Section 4. Annually, the employee contribution rate will be increased by eight dollars (\$8.00) per week for single and employee plus one coverage and ten dollars (\$10.00) per week for family coverage.

Section 5. Employees will be eligible to enroll in the Company's Section 125(c) plan which allows for the payment of certain health and child care costs on a pre-tax basis. Specific details of the 125(c) plan can be found in the Company's booklets.

**ARTICLE 30**  
**PENSION PLAN**

Section 1. The Company will be eligible to continue participating in the Grocery Warehouse Industry Program Pension Plan. Under this plan, there are graduated contribution rates for new employees. For employees hired after December 31, 2010, the contribution schedule will be:

First three years of participation	50 percent of full contribution rate
Thereafter	100 percent of full contribution rate

These contributions will be made beginning thirty-one (31) days after the new employee's employment begins. At that juncture, the employee's first year of participation for purposes of the graduated cost rate will begin.

Section 2. The current full contribution rate for the Central States Southeast and Southwest Areas Pension Fund is \$148.60. This contribution rate will be adjusted according to the following schedule:

Effective April 27, 2011	--	\$160.50
Effective April 27, 2012	--	\$173.30
Effective April 27, 2013	--	\$183.70
Effective April 27, 2014	--	\$194.70
Effective April 27, 2015	--	\$206.40
Effective April 27, 2016	--	\$214.70
Effective April 27, 2017	--	\$223.20
Effective April 27, 2018	--	\$232.20

Payments to the Fund shall be made on or before the 10th of the month following the month for which payments are being made. The number of weeks included in any monthly payment will be determined by the number of Saturdays in the month in question. Checks covering the contributions shall be made payable to Account 7000, Harris Trust and Savings, and sent to P. O. Box 71147, Chicago, Illinois 60694.

Section 3. Weekly contributions will be made for employees qualifying for pension contributions under Section 2 of this Article whenever the employee works one (1) day in any calendar week. If an employee is absent because of illness, off-the-job injury or layoff, the Company will continue to make the required contributions for a period of up to four (4) weeks. If an employee is absent because of an on the job injury, the Company will continue to pay the required contributions for a period of up to fifty-two (52) weeks.

### **ARTICLE 31**

#### **UNION VISITATION**

Section 1. After notifying the Warehouse Manager, representatives of the Union will be granted access to the warehouse to determine if the terms of this Agreement are being followed. There shall be no disruption of the Company's operations as a result of these visits.

### **ARTICLE 32**

#### **UNION STEWARDS**

Section 1. The Company recognizes the right of the Union to designate stewards from the Company's seniority list. The Company will not grant stewards or alternates any special privileges.

**ARTICLE 37**  
**CREDIT UNION**

Section 1. The Company agrees to make payroll deductions for employees who have given written authorization for payroll deductions in the amount of monies as authorized by its employees for the employee's individual member account with the KEMBA Credit Union, and will remit said monies deducted as authorized by its employees to the KEMBA Credit Union.

**ARTICLE 38**  
**DURATION OF AGREEMENT**


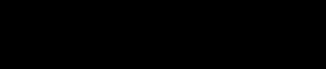
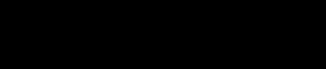
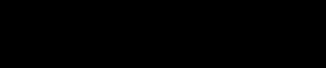
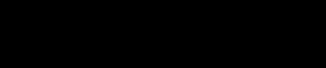
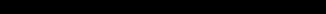
Section 1. This Agreement shall be in full force and effect from January 1, 2011 until January 31, 2015, and shall continue in full force and effect for each year after that until written notice of the desire to modify or terminate the Agreement is served by either party on the other, at least sixty (60) days prior to the expiration of the contract or any automatic extension of the Agreement.

As an expression of their assent, authorized representatives of the parties have signed this Collective Bargaining Agreement on May 27, 2011.

Atlas Retail Services LLC

Teamsters Local Union No. 171

By:  **Redacted by U.S. Treasury**  
By:   
By: 

By:  **Redacted by U.S. Treasury** - 27-2011  
By:   
By:   
By:   
By:   
By: 

**RECEIVED**

**JUL 15 2011**

**CONTRACT  
DEPARTMENT**

**AGREEMENT**

**BETWEEN**

**ATLAS LOGISTICS GROUP  
RETAIL SERVICES  
ATLANTA, GEORGIA  
(WAREHOUSE DIVISION)**

**AND**

**TEAMSTERS LOCAL UNION NO. 528  
AFFILIATED WITH THE INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS**

**RECEIVED**

**OCT 01 2012**

**CONTRACT  
DEPARTMENT**

## **AGREEMENT**

This Collective Bargaining Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, between **ATLAS LOGISTICS GROUP RETAIL SERVICES (ATLANTA)** ("Atlas" or "Company") and **TEAMSTERS LOCAL UNION NO. 528** affiliated with the International Brotherhood of Teamsters ("Union").

### **ARTICLE 1** **UNION RECOGNITION**

**Section 1.** The Company recognizes the Union as the exclusive collective bargaining representative of all full-time and VAR warehouse employees employed by the Company at its facilities located at 1239 Oakleigh Drive, East Point, Georgia and 3475 International Park Drive, Atlanta, Georgia. Office clerical employees, dispatchers, dispatcher clerks, maintenance, auditors, confidential employees, professional employees, managerial employees, lead persons and guards and supervisors as defined by the Act are excluded from the bargaining unit.

### **ARTICLE 2** **NO DISCRIMINATION**

**Section 1.** The Company and the Union agree that neither will discriminate against an employee in any term or condition of employment because of an employee's race, color, religion, sex, disability, genetic information, age, national origin, ancestry, membership or lack of membership in the Union, or any other prohibited basis of discrimination under applicable state, federal or local laws.

### **ARTICLE 3** **NOTIFICATION**

**Section 1.** Employees must furnish the Company with their address and telephone number immediately upon employment. Thereafter, the employee shall notify the Company promptly, in writing about any change in address or telephone number. A failure to furnish such change shall relieve the Company of any obligation to provide notice to the employee under any recall or other provisions of this Agreement.

**ARTICLE 27**  
**PENSION**

Section 1. The Company will be eligible to continue participating in the Grocery Warehouse Industry Program Pension Plan. Under this plan, there are graduated contribution rates for new employees. For employees hired after June 8, 2009, the contribution schedule will be:

First three years of participation	50 percent of full contribution rate
Thereafter	100 percent of full contribution rate

These contributions will be made beginning thirty-one (31) days after the new employee's employment begins. At that juncture, the employee's first year of participation for purposes of the graduated cost rate will begin.

Section 2. The current full contribution rate for the Central States Southeast and Southwest Areas Pension Fund is \$136.56. This contribution rate will be adjusted according to the following schedule:

Effective June 8, 2012	--	\$143.40
Effective June 8, 2013	--	\$149.10
Effective June 8, 2014	--	\$155.10
Effective June 8, 2015	--	\$161.30
Effective June 8, 2016	--	\$167.80
Effective June 8, 2017	--	\$174.50
Effective June 8, 2018	--	\$181.48
Effective June 8, 2019	--	\$188.74

Payments to the Fund shall be made on or before the 10th of the month following the month for which payments are being made. The number of weeks included in any monthly payment will be determined by the number of Saturdays in the month in question. Checks covering the contributions shall be made payable to Account 7000, Harris Trust and Savings, and sent to P. O. Box 71147, Chicago, Illinois 60694.

Section 3. Weekly contributions will be made for employees qualifying for pension contributions under Sections 1 and 2 of this Article whenever the employee works one (1) day in any calendar week. If an employee is absent because of illness, off-the-job injury or layoff, the Company will continue to make the required contributions for a period of up to four (4) weeks. If an employee is absent because of an on the job injury, the Company will continue to pay the required contributions for a period of up to fifty-two (52) weeks.

by any past understandings, practices and/or customs between the Company, its employees, and the Union on matters not specifically governed by the terms of this Agreement.

**ARTICLE 34**  
**DURATION OF AGREEMENT**

Section 1. This Agreement shall be in full force and effect from midnight February 1, 2012 until midnight January 31, 2020, and shall continue in full force and effect for each year after that until written notice of the desire to modify or terminate the Agreement is served by either party on the other, at least sixty (60) days prior to the expiration of the contract or any automatic extension of the Agreement.

With their signatures, authorized representatives of the Company and the Union have agreed to this Collective Bargaining Agreement on the 17<sup>th</sup> day of April, 2012.

**Atlas Logistics Group Retail  
Services (Atlanta), LLC**

By: Redacted by U.S. Treasury  
By: \_\_\_\_\_  
By: \_\_\_\_\_

**Teamsters Local Union No. 528  
affiliated with the International  
Brotherhood Of Teamsters, AFL-CIO**

By: Redacted by U.S. Treasury  
By: \_\_\_\_\_  
By: \_\_\_\_\_  
By: \_\_\_\_\_  
By: \_\_\_\_\_

**RECEIVED**

OCT 01 2012

**CONTRACT  
DEPARTMENT**

**TENTATIVE AGREEMENT**

**BETWEEN**

**ATLAS LOGISTICS GROUP  
RETAIL SERVICES (ATLANTA) LLC**

**AND**

**TEAMSTERS LOCAL UNION NO. 528  
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, AFL-CIO  
TRANSPORTATION DIVISION**

**APRIL 17, 2012**

**RECEIVED**

**JUL 09 2012**

**CONTRACT  
DEPARTMENT**



**AGREEMENT**

This collective bargaining agreement is entered into this \_\_\_\_ day of April, 2012, between **ATLAS LOGISTICS GROUP RETAIL SERVICES (ATLANTA) LLC** ("Atlas" or "Company") and **TEAMSTERS LOCAL UNION NO. 528** affiliated with the International Brotherhood of Teamsters, AFL-CIO ("Union").

**ARTICLE 1**  
**UNION RECOGNITION**

**Section 1.** The Company recognizes the Union as the exclusive collective bargaining representative of all full-time and part-time truck drivers employed by the Company and assigned at the Kroger account in Atlanta, Georgia at its facilities located at 1239 Oakleigh Drive, East Point, Georgia and 3475 International Park Drive, Atlanta, Georgia. Office clerical employees, dispatchers, dispatcher clerks, maintenance, auditors, confidential employees, professional employees, managerial employees, lead persons and guards and supervisors as defined by the Act are excluded from the bargaining unit.

**ARTICLE 2**  
**NO DISCRIMINATION**

**Section 1.** The Company and the Union agree that neither will discriminate against an employee in any term or condition of employment because of an employee's race, color, religion, sex, disability, age, national origin, ancestry, genetic information, membership or lack of membership in the Union, or any other prohibited basis of discrimination under applicable state, federal or local laws.

**ARTICLE 3**  
**NOTIFICATION**

**Section 1.** Employees must furnish the Company with their address and telephone number immediately upon employment. Thereafter, the employee shall notify the Company promptly, in writing about any change in address or telephone number. A failure to furnish such change shall relieve the Company of any obligation to provide notice to the employee under any recall or other provisions of this Agreement.

## **ARTICLE 23**

### **PENSION**

**Section 1.** Effective the first payroll period following February 1, 2012, Atlas shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred sixty-eight dollars and seventy cents (\$168.70) per week for each employee covered by this Agreement who has completed thirty (30) days of employment and worked during the week. The contribution rate shall be increased according to the following schedule:

<u>Effective the First Payroll Period Following</u>	<u>Weekly Contribution Rate</u>
April 28, 2012	\$182.20
April 28, 2013	\$193.10
April 28, 2014	\$204.70
April 28, 2015	\$217.00
April 28, 2016	\$225.70
April 28, 2017	\$234.70
<b>April 28, 2018</b>	<b>\$244.10</b>
<b>April 28, 2019</b>	<b>\$253.85</b>

**Section 2.** If Central States, Southeast and Southwest Areas Pension Fund either creates a new fund or modifies the current fund to allow differing levels of contributions for employees covered by this Agreement, the Company, with the agreement of the Union, may elect to enter the new or modified fund.

## **ARTICLE 24**

### **UNION STEWARDS**

**Section 1.** The Company recognizes the right of the Union to designate stewards from the Company's seniority list. The Company will not grant stewards or alternates any special privileges.

**Section 2.** The authority of stewards and alternates shall be limited to, and shall not exceed, the following duties and activities: the investigation and presentation of grievances in accordance with this Agreement; the transmission of messages and information which originates with and are authorized by the local Union or its officers, provided these messages and information have been reduced to writing; or if not reduced to writing, are of a routine nature and do not involve a work stoppage, slowdown, refusal to handle goods, or any other interference with the Company's business.

- John Mays regarding the Myrtle Beach runs.
- 3. Letter of Agreement dated April 1, 2009 and signed by Ernest Haney and George Seawright regarding utility driver procedures.
- 4. Letter of Agreement effective 2009 signed by Wes Basham and John Mays regarding erroneous information on trip sheets
- 5. Letter of Agreement dated June 22, 2011 and signed by James Pettway and John Mays regarding termination of employment for accidents which singly or in combination result in repair costs exceeding \$10,000.


**ARTICLE 31  
DURATION OF AGREEMENT**

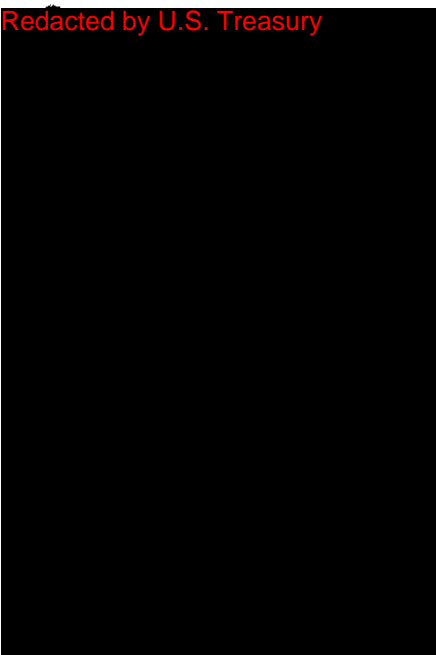
Section 1. This Agreement shall be in full force and effect from midnight February 1, 2012 until midnight January 31, 2020, and shall continue in full force and effect for each year after that until written notice of the desire to modify or terminate the Agreement is served by either party on the other, at least sixty (60) days prior to the expiration of the contract or any automatic extension of the Agreement.

With their signatures, authorized representatives of the Company and the Union have agreed to this Collective Bargaining Agreement on the 22<sup>nd</sup> day of April, 2012.

**Atlas Logistics Group Retail  
Services (Atlanta) LLC**

**Teamsters Local Union  
No. 528 affiliated with the  
International Brotherhood  
Of Teamsters,**

By:  Redacted by U.S. Treasury  
 By: \_\_\_\_\_  
 By: \_\_\_\_\_

By:  Redacted by U.S. Treasury  
 By: \_\_\_\_\_  
 By: \_\_\_\_\_

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**09 2012**  
**CONTRACT**  
**DEPARTMENT**

ATLAS LOGISTICS GROUP RETAIL SERVICES  
ACCOUNT NO.: 0435400-0300-00528-C

LETTER OF UNDERSTANDING AND AGREEMENT

Effective February 1, 2012 contributions will be remitted to the Central States Pension Fund on behalf of any employee covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

ATLAS LOGISTICS GROUP  
RETAIL SERVICES

By: Treasury

Title: GM

Date: 3/25/13

LOCAL UNION NO. 528

By: Redacted by U.S. Treasury

Title: Business Agent

Date: 03/26/2013

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MAR 27 2013

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DEPARTMENT

9377 West Higgins Road  
Rosemont, Illinois 60018-4938  
Phone: (847) 518 - 9800

[www.centralstates.org](http://www.centralstates.org)

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**TEAMSTERS LOCAL UNION NO. 413**

**AFFILIATED WITH THE  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS**

**AND**

**ATLAS INDUSTRIAL HOLDINGS, LLC  
COLUMBUS, OHIO**

**Duration:**

**April 1, 2013 through March 31, 2018**

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CONTRACT  
DEPARTMENT

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**THIS AGREEMENT is made and entered into this 1st day of April, 2013 between TEAMSTERS LOCAL UNION NO. 413 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, 555 East Rich Street, Columbus, Ohio (the "Union") and the ATLAS INDUSTRIAL HOLDINGS, INC., 5275 Sinclair Road, Columbus, Ohio (the "Employer").**

#### **ARTICLE I RECOGNITION**

The Employer hereby recognizes the Union as the sole and exclusive collection bargaining agent for all employees in the Employer's truck driver job classification.

#### **ARTICLE II UNION SECURITY AND CHECK-OFF**

- A. All present employees who are members of the Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the latter, shall remain members of the Union in good standing as a condition of "employment. All employees who are - hired hereafter into the Employer's truck driver classification shall become and remain members in good standing of the Union as a condition of employment on and after the 31st. day following the beginning of their employment or on and after the 31st. day following the effective date of this subsection or the date of this Agreement, whichever is the later. An employee who has failed to acquire, or thereafter maintain, membership in the Union as herein provided, shall be terminated seventy-two (72) hours after the Employer has received written notice from an authorized representative of the Union, certifying that membership has been, and is continuing to be, offered to such employee on the same basis as all other members and, further, that the employee has had notice and opportunity to pay all dues or initiation fee payments.
- B. 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 Union and agrees to remit to said Union all such deductions prior to the end of the month for which the deduction is made. The 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, initiation fees (full or installment), or uniform assessments owed and to be deducted for such month from the pay of such member, and the Employer shall deduct such amount from the first paycheck following receipt of statement of certification of the member and remit to the Union in one lump sum. The Employer shall add to the list submitted by the Union 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. Check-off shall be on a monthly or quarterly basis at the option of the Union. When an Employer actually makes a deduction for dues, initiation fees and assessments, in accordance with the

AGREEMENT

It is understood and agreed to by **ATLAS INDUSTRIAL HOLDINGS, LLC** and **TEAMSTERS LOCAL UNION NO. 413**, that all provision of the April 1, 2013 to March 31, 2018 contract between Atlas Industrial Contractors, Inc., and Teamsters Local Union No. 413 shall serve as a collective bargaining agreement between these parties, with the exception of the agreed to changes in health & welfare, pension and wages for the Teamsters Local Union No. 413 Member(s) that they employ.

- **Atlas Industrial Holdings, LLC** Agrees to the following increases in weekly contributions to Central States Health and Welfare for the employees covered by this Agreement:

Effective Date:Current	\$297.70
Effective Date:8/4/13	\$327.70
Effective Date:8/3/14	\$347.70
Effective Date:8/2/15	\$367.70

- **Atlas Industrial Holdings, LLC** Agrees to the following increases in weekly contributions to Central States Pension Fund for the employees covered by this Agreement:

Effective Date:	3/31/2013	\$333.40
Effective Date:	3/30/2014	\$338.00
Effective Date:	3/29/2015	\$338.00
Effective Date:	4/03/2016	\$338.00
Effective Date:	402/2017	\$338.00

- **Atlas Industrial Holdings, LLC** Agrees to the following increases in wage rates for employees covered by this Agreement:

Effective April 1, 2013 – (no increase)	\$23.74 Per Hour
Effective April 1, 2014 - \$.40 per hour	\$24.14 Per Hour
Effective April 1, 2015 - \$.45 per hour	\$24.59 Per Hour
Effective April 1, 2016 - \$.40 per hour	\$24.99 Per Hour
Effective April 1, 2017 - \$.45 per hour	\$25.44 Per Hour

## INTRODUCTION

**THIS AGREEMENT**, signed this \_\_\_\_\_ day of October, 2011 and  
Effective the date of September 1, 2011, by and between:

**Aunt Mid's Produce Company**  
**7201 W. Fort Street, Detroit, MI 48209**

party of the first part, and hereinafter termed the **Employer or Company**, and **Local Union No. 337**, affiliated with the **International Brotherhood of Teamsters**, located at 2801 Trumbull Avenue, Detroit, Michigan 48216, party of the second part, hereinafter called the **Union**.

**WHEREAS:** both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and its employees; and of promoting and improving peaceful industrial and economic relations between the parties.

**WITNESSETH:**

### ARTICLE I

#### **RECOGNITION, UNION SHOP AND DUES**

**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 and listed in the attached Schedule "A".

The terms of this Agreement will apply to all employees in the classifications of work set forth herein and will cover all accretions to or relocations of bargaining unit operations. Other newly established or acquired operations of the Employer will be covered by this Agreement at such time as a majority of employees in a bargaining unit designate, as evidenced through a card check, the Union as their bargaining representative.

**Section 2.** All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this union shop agreement, whichever is the later, will remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter will become and remain members in good standing of the Union as a condition of employment on and after the 31<sup>st</sup> day following the beginning of their employment or on and after the 31<sup>st</sup> day following the effective date of this Agreement or the date of the execution of this union shop agreement, whichever is the later.

**Section 3.** When the Employer needs additional help, it will give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer will not be required to hire those referred by the Union.

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DEPARTMENT**



**Section 6.** Seasonal Help: The Employer will have the right to use up to three (3) temporary seasonal help at any one time during the period from November 1 through December 31 and from March 1 through June 30. Unless otherwise mutually agreed by the Union and the Employer, any individual hired as seasonal help who works beyond June 30 will be hired as a probationary employee under the terms of this Agreement.

## ARTICLE XVI

### **HEALTH AND WELFARE AND PENSION**

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund, for each employee covered by this Agreement who is on the regular seniority list as of March 31, 2007, unless otherwise specified in Schedule "A" attached, a contribution for the Key I Plan 245:

\$314.65 per week	Effective as of 08-28-2011
\$331.50 per week	Effective as of 04-01-2012

As of September 9, 2012, the plan shall switch to Key I Plan 233 with the elimination of retiree medical benefits and the Employer shall pay:

\$289.50 per week	Effective as of 09-09-2012
\$314.65 per week	Effective as of 03-31-2013
\$336.85 per week	Effective as of 03-30-2014
M.O.B. per week	Effective as of 03-29-2015
M.O.B. per week	Effective as of 04-03-2016

The employee pre-tax contribution shall be 20% of the weekly premium for the first twelve (12) months of the contract through September 8, 2012, and then 10% of the weekly premium for the remainder of the contract. Employee contribution payments to the Employer for healthcare will be through weekly payroll deduction.

For employees hired on or after April 1, 2007, and New Hires hired on or after September 1, 2011, the Employer agrees to pay for Plan 245:

\$314.65 per week	Effective 08-28-2011
-------------------	----------------------

As of September 25, 2011, the Employer agrees to pay for Plan 684:

\$225.25 per week	Effective 09-25-2011
\$235.05 per week	Effective 04-01-2012
\$250.00 per week	Effective 03-31-2013
\$269.85 per week	Effective 03-30-2014
M.O.B. per week	Effective 03-29-2015
M.O.B. per week	Effective 04-03-2016

The employee pre-tax contribution shall be 20% of the weekly premium. Employee contribution payments to the Employer for healthcare will be through weekly payroll deduction.

Deductible Reimbursement Maximum: The employee is responsible to pay the first \$200 per individual and \$800 per family. For any deductible beyond that, the Employer will reimburse the employee up to \$400 per individual and \$1,000 per family each calendar plan year. The employee will submit a claim for reimbursement on the attached form and reimbursement shall be on a quarterly basis.

New Hires hired on or after September 1, 2011 shall not receive the deductible reimbursement.

Provided, further, that the Union agrees that if any of the above-listed contribution rates are reduced in their amount, the Employer will have the full benefit of paying the reduced amount. The Union also agrees that it will cooperate with the Employer and take those actions necessary, including the signing of new and/or revised Participation Agreements in order for the Employer to have the full benefit of the reduced contribution rate.

All payments into the Welfare Fund must be made within fifteen (15) days from the end of each calendar month to CHASE, which has been made depository for the Michigan Conference of Teamsters Welfare Fund.

Additionally, the Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who is on the regular seniority list unless otherwise specified in Schedule "A" attached, a contribution of:

\$243.90 per week	Effective as of 04-01-2011
\$258.50 per week	Effective as of 04-01-2012
\$268.80 per week	Effective as of 04-01-2013
\$279.60 per week	Effective as of 04-01-2014
\$290.80 per week	Effective as of 04-01-2015
\$302.40 per week	Effective as of 04-01-2016

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:

Mellon Bank, Central States Funds, Dept. 10291, Palantine, IL 60055-0291

Contributions to the Health and Welfare Fund and to the 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 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 those weeks into some other Health and Welfare Fund and/or Pension Fund.

Employees who work either temporarily or in cases of emergency under the terms of this Agreement will not be covered by the provisions of this Article.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer will continue to make the required contributions to the Health and Welfare Fund and Pension Fund for a period of four (4) weeks. If an employee is injured on the job, the Employer will continue to pay the required contributions until such employee returns to work; however, such contribution will not be paid for a period of more than twelve (12) months.

If an employee is granted a leave of absence, the Employer will 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.

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

It is agreed that the Health and Welfare Fund and the Pension Fund will be separately administered each jointly by Employer and Union in compliance with all applicable laws and regulations, both State and Federal.

By the execution of this agreement, the Employer authorizes the Employers Associations who are signatories to collective bargaining agreements with Teamster Unions containing similar provisions, 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 already taken or to be taken by such Trustees within the scope of their authority.

## **ARTICLE XVII**

### **PAID FOR TIME**

All employees covered by this Agreement will be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement will be minimums, except that overscale wage rates may be established or maintained only by mutual agreement of both parties hereto where not already protected by Article XIV. Time will be computed from the time that the employee is ordered to report for work and registers in until the time that he is effectively released from duty. All time lost due to delays as a result of overloads or certificated violations involving federal, state or city regulations which occur through no fault of the driver will be paid. Such payment for driver's time when not driving will be at the hourly rate. If not put to work, employees will be guaranteed four (4) hours' pay at the rate specified in this Agreement.

## ARTICLE XXVIII

### TERMINATION OF AGREEMENT

**Section 1.** This Agreement will be in full force and effect from September 1, 2011 to and including September 1, 2016 and will continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

**Section 2.** It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to September 1, 2016 or September 1<sup>st</sup> of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties will be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

**Section 3.** It is understood and agreed between the parties that the provisions contained in Schedule "A" hereto attached may be reopened for negotiations between the parties as of September 1, 2016, provided that the party desiring to reopen serves notice in writing upon the other party at least sixty (60) days prior to September 1, 2016. If no such notice is given, the said Schedule "A" will continue on from year to year. In the event the parties cannot agree upon the requested revisions in Schedule "A", the Union will have the right to strike in support of its demands notwithstanding any provisions of this Contract to the contrary.

**Section 4.** It is further agreed by the parties hereto that upon receiving proper cancellation notice or amendment notice to this Agreement the parties agree to start negotiations at least forty-five (45) days before the expiration or amendment date of this Agreement.

**Section 5.** In the event of an inadvertent failure by either party to give the notice set forth in Sections 1, 2 and 3 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement will be the sixty-first (61<sup>st</sup>) day following such notice.

**Section 6.** In the event of war, declaration of emergency or imposition of civilian controls during the life of this Agreement, either party may reopen the same upon sixty (60) days written notice and request re-negotiation of matters dealing with wages and hours. Upon the failure of the parties to agree in such negotiations, either party will be permitted all lawful economic recourse to support their request for revisions. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The

parties agree that the notice provided herein will be accepted by all parties as compliance with the notice requirements of applicable law so as to permit economic action at the expiration.

**COMPANY**

**AUNT MID'S PRODUCE COMPANY**

Redacted by U.S. Treasury



*President*

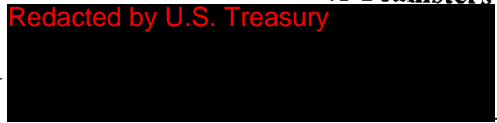
**UNION**

**LOCAL UNION NO. 337**

**Affiliated With The**

**International Brotherhood of Teamsters**

Redacted by U.S. Treasury



**BY**

*V.P.*



Food and Beverage Drivers,  
Warehousemen & Helpers Local Union No. 337

AFFILIATED WITH  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

2801 TRUMBULL AVE., DETROIT, MICH. 48216

0452400-0100 337A

LAWRENCE BRENNAN  
PRESIDENT

Letter of Understanding  
between  
AUNT MID PRODUCE  
and  
Teamsters Local 337

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The parties agree that pension contributions will be remitted to the Central States Pension Fund on behalf of all regular employees after they have been on the Employer's payroll for thirty (30) calendar days.

With respect to part-time Employees, the parties agree that in the event that an individual employed on an Extra Basis works 1,000 hours or more in a 12 month period, he will be considered a regular employee for purposes of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years) will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

AUNT MID PRODUCE

Teamsters Local 337

Redacted by U.S. Treasury

Redacted by U.S. Treasury

Philip D. Riggio - President

TRUSTEE

opeiw42

**AUNT MID PRODUCE CO.  
ACCOUNT NO. 0452400-0100-337-A**

**LETTER OF UNDERSTANDING AND AGREEMENT**

With respect to part-time, casual, temporary-seasonal or extra employees who fail to work four (4) weeks in a row, the parties agree that in the event that an individual employed on a part-time, casual, temporary-seasonal or extra basis works 1,000 hours or more in a 12 month period, he will be considered a regular employee for purposes of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years), will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

The parties agree that any extra man working four (4) weeks in a row shall be considered a regular employee and have contributions remitted to Central States after ninety (90) calendar days of his initial employment.

The parties agree that pension contributions will be remitted to the Central States Pension Fund on behalf of all regular employees after ninety (90) calendar days.

**AUNT MID PRODUCE CO.**  
Redacted by U.S. Treasury

**LOCAL UNION NO. 127**  
Redacted by U.S. Treasury

E  
Title: President  
Date: 6/12/98

By:  
Title: Member  
Date: 6-1-98

RECEIVED CONTRACT DEPT.  
98 JUN 24 AM 7:47

DECLASSIFIED

THIS RIDER AGREEMENT IS SUPPLEMENTAL TO  
THE NATIONAL MASTER AUTOMOBILE TRANSPORTERS AGREEMENT

and the

CENTRAL AND SOUTHERN CONFERENCE AREAS

SUPPLEMENTAL AGREEMENTS.

Except as expressly modified and excluded herein

between

AUTO HANDLING, INC.,

FORT WAYNE, INDIANA

and

TEAMSTERS LOCAL #414

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CONTRACT  
DEPARTMENT

Effective

June 1, 2011

through

August 15, 2015



six percent (6%) of annual earnings, shall be granted to all full time employees who have been employed nine (9) years, and worked ten (10) months of the ninth year and for each year thereafter up to the fifteenth (15<sup>th</sup>) year; a vacation of four (4) weeks with pay shall be granted to all employees who have been employed fifteen (15) years and worked ten (10) months of the fifteenth (15<sup>th</sup>) year and for each year thereafter. A vacation of five (5) weeks with pay shall be granted to all employees who have been employed twenty (20) years and worked ten (10) months of the twentieth (20<sup>th</sup>) year, but the effective date of this paragraph is September 1, 1973 for all employees having an anniversary date falling on September 1, 1973, or thereafter.

Employees with 8 years seniority or more may take 2 weeks vacation one day at a time.

Management to approve vacation requests within 48 hours of being submitted including weekends/holidays.

Section 2-7. Included herein without change.

ARTICLE 52. Included herein without change.

ARTICLE 53 Health and Welfare

Included herein without change.

ARTICLE 54 Pensions - Included herein with the following modification:

Company will pay daily pension contribution for replacement casuals.

ARTICLE 55

Section 1. Included herein without change.

Section 2. Included herein without change.

Section 3. Included herein without change.

Section 4. Included herein without change.

Section 5. Intentionally omitted.

ARTICLE 56. Included herein without change.

CENTRAL STATES

Fax: 847-518-9173

JUL 3 2007 16:27

P. 09

AVIS RENT A CAR SYSTEM, INC.  
ACCOUNT NO.: 0485100-0106/0203/0602-00769-A

**LETTER OF UNDERSTANDING AND AGREEMENT**

Effective June 15, 2005, contributions will be remitted to the Central States Pension Fund on behalf of any employee, other than a part-time, non-regular, or non-full-time employee, covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

In the event that any part-time, non-regular or non-full-time employee works 1,000 hours or more in a 12-month calendar year, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by this contract for regular full-time employees. Contributions on these employees will be made on a per week basis for each week in which any compensation is earned at the rates outlined in Article 31, Section 1 of the collective bargaining agreement.

AVIS RENT A CAR SYSTEM, INC.  
Redacted by U.S. Treasury

By:



Title: Director, Labor Relations

Date:

7/27/07

Redacted by U.S. Treasury

By:



Title:

B/A

Date:

7-27-07

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DEPARTMENT**

CENTRAL STATES

Fax: 847-518-9773

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P.04

AVIS BUDGET CAR RENTAL SERVICES, INC.  
ACCOUNT NO.: 0485100-0106-00769-B

**LETTER OF UNDERSTANDING AND AGREEMENT**

Effective June 15, 2006, contributions will be remitted to the Central States Pension Fund on behalf of any employee, other than a part-time, non-regular, or non-full-time employee, covered by the collective bargaining agreement (CBA) after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

In the event that any part-time, non-regular or non-full-time employee works 1,000 hours or more in a 12-month calendar year, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by this contract for regular full-time employees. Contributions on these employees will be made on a per week basis for each week in which any compensation is earned at the rates outlined in Article 31, Section 1 of the collective bargaining agreement.

AVIS BUDGET CAR RENTAL SERVICES, INC.

Redacted by U.S. Treasury

By:

Title: Director, Labor Relations

Date:

7/27/07

LOCAL UNION NO. 769

Redacted by U.S. Treasury

By:

Title:

B/A

Date:

7-27-07

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DEPARTMENT



**AGREEMENT**

This AGREEMENT made by and between AVIS RENT A CAR SYSTEM, INC. (hereinafter referred to as the "EMPLOYER"), party of the first part, and TEAMSTERS LOCAL UNION NO. 769, an affiliate of the International Brotherhood of Teamsters (hereinafter referred to as the "UNION"), party of the second part.

WITNESSETH:

In consideration of the mutual covenants herein set forth, the parties agree as follows:

**ARTICLE 1**

**Recognition**

For the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment, the Employer recognizes the Union as the Exclusive representative of the following classifications of its employees in Dade County, West Palm Beach and Fort Lauderdale, Florida: Service Agents, Group Leaders and Courtesy Bus Drivers (West Palm Beach Airport) excluding all other employees, such exclusions to include Rental Agents, Office and Clerical Employees, Secretaries, Station Managers, Auto Technicians, Supervisory Personnel, Guards, Technicians and Technicians' Helpers, Oil and Tire Changers, Bus Technicians and Truck Technicians.

**ARTICLE 2**

**Trial Period**

New employees covered by this Agreement shall, for the first ninety (90) days of their employment, be considered to be on trial and during this period shall not be entitled to the benefits, advantages or privileges of this Agreement and may be discharged with or without cause without benefit of the grievance procedure herein set forth.

Any absence during the trial period may extend said trial for a like period.

Upon completion of the trial period, said employee shall attain seniority retroactive to his most recent hiring date.

**ARTICLE 30**

**Funeral Leave**

In the event of a death in an employee's immediate family (parents, spouse, children, brothers, sisters, current father-in-law, current mother-in-law, grandfather, grandmother and grandchild), the employee shall be entitled to be absent from work for a period up to but not more than three (3) regular working days when such absence is necessary to make arrangements for and attend the funeral. During such absence, the employee shall be compensated at his straight time hourly classification rate for such regular working time lost. Such absence compensation shall not include pay for lost overtime, vacation time or premium pay. It shall include paid holidays.

If the funeral takes place outside the state of Florida, employees will be allowed up to an additional five (5) days without pay. These five (5) days will not be counted against the employee's absentee record.

**ARTICLE 31**

**Pensions**

**Section 1**

The Company agrees to pay into the Central States Southeast and Southwest Areas Pension Fund (the "Fund") on behalf of any employee, other than a part-time, non-regular and/or non-full-time employee, covered by this Agreement. The Company's contribution will begin after such employee has been on the Company's payroll for thirty (30) calendar days, regardless of probationary status or seniority status. The Company shall pay the following contribution rates per week for each week worked:

<u>6/15/10</u>	<u>6/15/11</u>	<u>6/15/12</u>	<u>6/15/13</u>	<u>6/15/14</u>	<u>6/15/15</u>
\$77.10	\$81.70	\$85.80	\$89.20	\$92.80	\$96.50

**Section 2**

In the event that any part-time, non-regular and/or non-full-time employee works 1000 hours or more in a twelve month calendar year, the Company will make pension contributions for the remainder of that year and all subsequent years thereafter in the same manner as regular full-time employees, regardless of the number of hours that

they may work. The Company shall pay the following contribution rates per hour for each hour worked or paid:

<u>6/15/10</u>	<u>6/15/11</u>	<u>6/15/12</u>	<u>6/15/13</u>	<u>6/15/14</u>	<u>6/15/15</u>
\$1.9275	\$2.0425	\$2.145	\$2.23	\$2.32	\$2.4125

**ARTICLE 32**

**Driver's License**

The holding of a valid driver's license in the State of Florida is a condition of employment. The Company will provide for its Courtesy Bus Drivers and Technicians who are required to hold a CDL an annual allowance of up to one-hundred dollars (\$100.00) per employee towards the payment and/or renewal of a commercial drivers license ("CDL") and/or required physical examination for maintaining such. The employee will be reimbursed up to the limit provided proof of payment rendered.

**ARTICLE 33**

**Airport Parking Fees**

The Employer will pay the airport employee parking fee for each employee when their present certificate expires and renewals thereof.

**ARTICLE 34**

**No Discrimination**

The Employer and the Union agree that neither will discriminate either directly or indirectly nor will they permit any of their agents or members or representatives to discriminate either directly or indirectly against any employee by reason of race, creed, color, age, sex, veteran status, national origin, handicap or membership or activity in the Union or on any other basis protected by federal, state or local laws.

**ARTICLE 35**

**Shuttling**

Shuttlers who are non-bargaining unit personnel will not wash or clean cars and may gas only the car that they are shuttling in those sporadic instances when the need for such gassing is not a part of an established consistent pattern which could be satisfied by the utilization of a bargaining unit member.

Full-time Service Agents and/or Courtesy Bus Drivers hired before June 15, 2003 who are laid off may displace an on-the-lot Shuttler at the Shuttler prevailing rate

ARTICLE 37

Term

This Agreement shall remain in full force and effect for the period of five (5) years from June 15, 2011 through June 14, 2016, during which period neither party hereto may re-open this Agreement for negotiations on any issue either economic or non-economic. If either party desires to modify or terminate this Agreement, it shall, sixty (60) days prior to June 14, 2016, give written notice of the modification desired or termination. If neither party shall give notice to modify or terminate, this Agreement shall continue in effect from year to year after June 14, 2016 subject to modification or termination by either party on sixty (60) days' written notice prior to June 14th of any subsequent year.

AVIS RENT A CAR SYSTEM, LLC

TEAMSTERS LOCAL UNION NO. 769,  
affiliated with the International  
Brotherhood of Teamsters

Redacted by U.S.  
Treasury

Redacted by U.S. Treasury

By: \_\_\_\_\_  
Aiko D. Bunn,  
Director, Labor Relations

By: \_\_\_\_\_  
Business Agent

Date: 4/30/12

Date: 5-14-12

**RECEIVED**

JUN 21 2012

**CONTRACT  
DEPARTMENT**



CENTRAL STATES

Fax: 847-616-9173

JUL 9 2007 16:27

P. 09

AVIS RENT A CAR SYSTEM, INC.  
ACCOUNT NO.: 0485100-0106/0203/0602-00769-A

**LETTER OF UNDERSTANDING AND AGREEMENT**

Effective June 15, 2005, contributions will be remitted to the Central States Pension Fund on behalf of any employee, other than a part-time, non-regular, or non-full-time employee, covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

In the event that any part-time, non-regular or non-full-time employee works 1,000 hours or more in a 12-month calendar year, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by this contract for regular full-time employees. Contributions on these employees will be made on a per week basis for each week in which any compensation is earned at the rates outlined in Article 31, Section 1 of the collective bargaining agreement.

AVIS RENT A CAR SYSTEM, INC.

Redacted by U.S. Treasury

By:

[Redacted Signature]

Title: Director Labor Relations

Date:

7/27/07

LOCAL UNION NO. 769

Redacted by U.S. Treasury

By:

[Redacted Signature]

Title:

B/A

Date:

7-27-07

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JUL 31 2007

**CONTRACT  
DEPARTMENT**

CENTRAL STATES

Fax: 847-618-9773

JUL 9 2007 16:27

P.04

AVIS BUDGET CAR RENTAL SERVICES, INC.  
ACCOUNT NO.: 0485100-0106-00769-B

**LETTER OF UNDERSTANDING AND AGREEMENT**

Effective June 15, 2006, contributions will be remitted to the Central States Pension Fund on behalf of any employee, other than a part-time, non-regular, or non-full-time employee, covered by the collective bargaining agreement (CBA) after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

In the event that any part-time, non-regular or non-full-time employee works 1,000 hours or more in a 12-month calendar year, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by this contract for regular full-time employees. Contributions on these employees will be made on a per week basis for each week in which any compensation is earned at the rates outlined in Article 31, Section 1 of the collective bargaining agreement.

AVIS BUDGET CAR RENTAL SERVICES, INC.

LOCAL UNION NO. 769

Redacted by U.S. Treasury

Redacted by U.S. Treasury

By:

By:

Title: Director, Labor Relations

Title: B/A

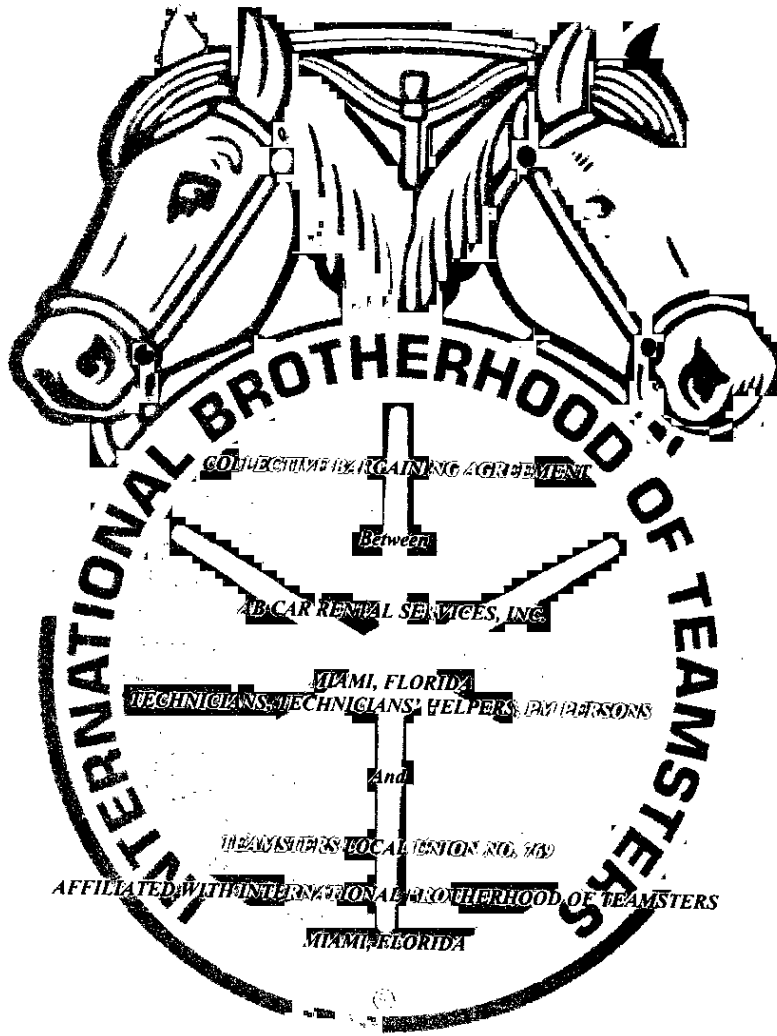
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Date: 7-27-07

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DEPARTMENT



JUNE 15, 2011 THROUGH JUNE 30, 2016

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DEPARTMENT

**AGREEMENT**

This AGREEMENT made by and between AB CAR RENTAL SERVICES, INC., (hereinafter referred to as the "EMPLOYER"), party of the first part, and TEAMSTERS LOCAL UNION NO. 769, an affiliate of the International Brotherhood of Teamsters (hereinafter referred to as the "UNION"), party of the second part.

WITNESSETH:

In consideration of the mutual covenants herein set forth, the parties agree as follows:

**ARTICLE 1**

**Recognition**

For the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment, the Employer recognizes the Union as the exclusive representative of the following classifications of its employees in Dade County (Miami), Florida: Technicians, Technicians' Helpers, and PM Persons, excluding all other employees, said exclusions to include Service Agents, Rental Agents, Office and Clerical employees, Secretaries, Station Managers, Supervisory Personnel and Guards.

**ARTICLE 2**

**Trial Period**

New employees covered by this Agreement shall, for the first ninety (90) days of their employment, be considered to be on trial and, during this period, shall not be entitled to the benefits, advantages or privileges of this Agreement and may be discharged with or without cause without benefit of the grievance procedure herein set forth.

Any absence during the trial period may extend said trial for a like period.

Upon completion of the trial period, said employee shall attain seniority retroactive to his most recent hiring date.

regular working time lost. Such absence compensation shall not include pay for lost overtime, vacation time or premium pay. It shall include paid holidays.

Up to five (5) additional days, without pay, may be taken in the event the burial takes place outside of the state of Florida. These five (5) days will not be counted against the employee's absentee record.

#### ARTICLE 31

##### Pensions

###### Section 1

The Company agrees to pay into the Central States Southeast and Southwest Areas Pension Fund (the "Fund") on behalf of any employee, other than a part-time, non-regular and/or non-full-time employee, covered by this Agreement. The Company's contribution will begin after such employee has been on the Company's payroll for thirty (30) calendar days, regardless of probationary status or seniority status. The Company shall pay the following contribution rates per week for each week worked:

<u>6/15/10</u>	<u>6/15/11</u>	<u>6/15/12</u>	<u>6/15/13</u>	<u>6/15/14</u>	<u>6/15/15</u>
\$77.10	\$81.70	\$85.80	\$89.20	\$92.80	\$96.50

###### Section 2

In the event that any part-time, non-regular and/or non-full-time employee works 1000 hours or more in a twelve month calendar year, the Company will make pension contributions for the remainder of that year and all subsequent years thereafter in the same manner as regular full-time employees, regardless of the number of hours that they may work. The Company shall pay the following contribution rates per hour for each hour worked or paid:

<u>6/15/10</u>	<u>6/15/11</u>	<u>6/15/12</u>	<u>6/15/13</u>	<u>6/15/14</u>	<u>6/15/15</u>
\$1.9275	\$2.0425	\$2.145	\$2.23	\$2.32	\$2.4125

ARTICLE 36

Term

This Agreement shall remain in full force and effect for the period of five (5) years from June 15, 2011 through June 15, 2016 during which period neither party hereto may reopen this Agreement for negotiations on any issue either economic or non-economic.

If either party desires to modify or terminate this Agreement, it shall sixty (60) days prior to June 15, 2016, give written notice of the modification desired or termination. If neither party shall give notice to modify or terminate, this Agreement shall continue in effect from year to year after June 15, 2016, subject to modification or termination by either party on sixty (60) days' written notice prior to June 15th of any subsequent year.

AVIS RENT A CAR SYSTEM, LLC

Redacted by U.S. Treasury

Aiko D. Bunn,  
Director, Labor Relations

Date: 4/30/12

TEAMSTERS LOCAL UNION NO. 769,  
affiliated with the International Brotherhood  
of Teamsters

Redacted by U.S. Treasury

By: [Signature]  
Business Agent

Date: 5-14-12

**RECEIVED**

JUN 21 2012

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DEPARTMENT**

CENTRAL STATES

Fax: 647-618-9773

JUL 3 2007 16:27

P. 09

AVIS RENT A CAR SYSTEM, INC.  
ACCOUNT NO.: 0485100-0106/0203/0602-00769-A

**LETTER OF UNDERSTANDING AND AGREEMENT**

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In the event that any part-time, non-regular or non-full-time employee works 1,000 hours or more in a 12-month calendar year, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by this contract for regular full-time employees. Contributions on these employees will be made on a per week basis for each week in which any compensation is earned at the rates outlined in Article 31, Section 1 of the collective bargaining agreement.

AVIS RENT A CAR SYSTEM, INC.  
Redacted by U.S. Treasury

LOCAL UNION NO. 769  
Redacted by U.S. Treasury

By:

By:

Title: Director Labor Relations

Title: B/A

Date: 7/27/07

Date: 7-27-07

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CENTRAL STATES

Fax: 847-518-9773

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P. 04

AVIS BUDGET CAR RENTAL SERVICES, INC.  
ACCOUNT NO.: 0485100-0106-00769-B

**LETTER OF UNDERSTANDING AND AGREEMENT**

Effective June 15, 2006, contributions will be remitted to the Central States Pension Fund on behalf of any employee, other than a part-time, non-regular, or non-full-time employee, covered by the collective bargaining agreement (CBA) after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

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AVIS BUDGET CAR RENTAL SERVICES, INC.

Redacted by U.S. Treasury

Redacted by U.S. Treasury

By:

Title: Director, Labor Relations

Title: B/A

Date:

7/27/07

Date:

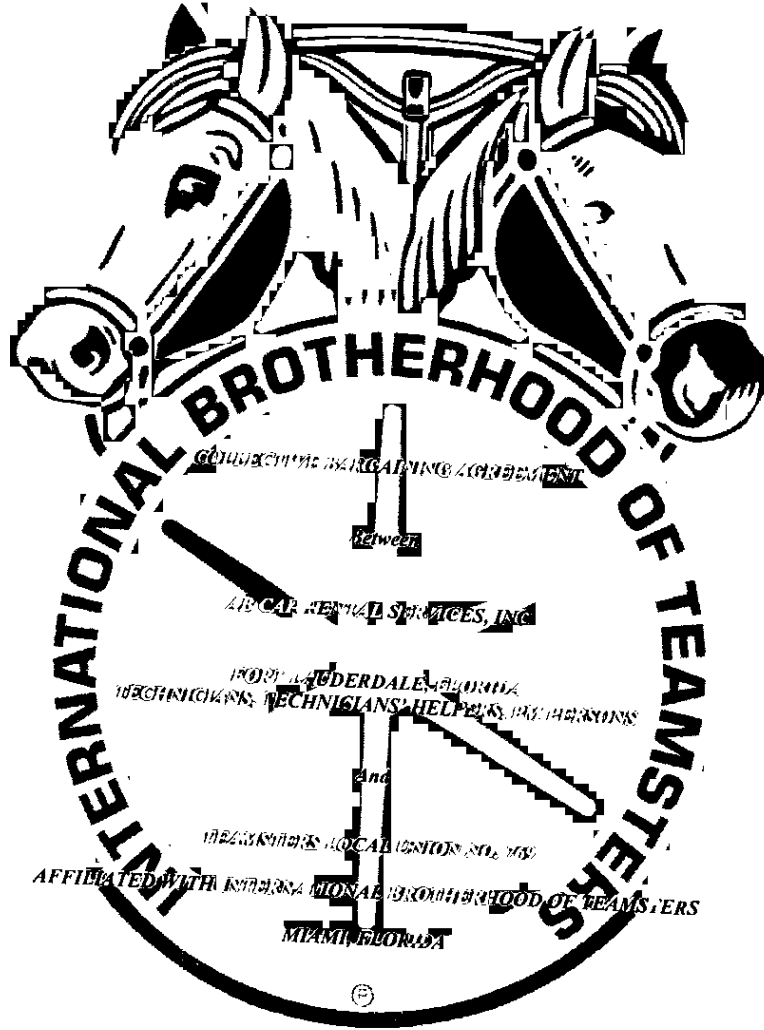
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DEPARTMENT





JUNE 15, 2011 THROUGH JUNE 14, 2016

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JUN 21 2012

**CONTRACT  
DEPARTMENT**

**AGREEMENT**

This AGREEMENT made by and between AB CAR RENTAL SERVICES, INC. (hereinafter referred to as the "EMPLOYER"), party of the first part, and TEAMSTERS LOCAL UNION NO. 769, an affiliate of the International Brotherhood of Teamsters (hereinafter referred to as the "UNION"), party of the second part.

WITNESSETH:

In consideration of the mutual covenants herein set forth, the parties agree as follows:

**ARTICLE 1**

**Recognition**

For the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment, the Employer recognizes the Union as the exclusive representative of the following classifications of its employees in Broward County, Florida: Technicians, Technicians' Helpers and PM Persons, excluding all other employees, said exclusions to include Service Agents, Rental Agents, Office and Clerical employees, Secretaries, Station Managers, Supervisory Personnel and Guards.

**ARTICLE 2**

**Trial Period**

New employees covered by this Agreement shall, for the first ninety (90) days of their employment, be considered to be on trial and, during this period, shall not be entitled to the benefits, advantages or privileges of this Agreement and may be discharged with or without cause without benefit of the grievance procedure herein set forth.

Any absence during the trial period may extend said trial for a like period.

Upon completion of the trial period, said employee shall attain seniority retroactive to his most recent hiring date.

**ARTICLE 30**

**Funeral Leave**

In the event of a death in an employee's immediate family (parents, spouse, children, brothers, sisters, current father-in-law, current mother-in-law, grandfather, grandmother and grandchild) the employee shall be entitled to be absent from work for a period up to but not more than three (3) regular working days when such absence is necessary to make arrangements for and attend funeral. During such absence, the employee shall be compensated at his straight time hourly classification rate for such regular working time lost. Such absence compensation shall not include pay for lost overtime, vacation time or premium pay. It shall include paid holidays.

Up to five (5) additional days, without pay, may be taken in the event the burial takes place outside of the state of Florida. These five (5) days will not be counted against the employee's absentee record.

**ARTICLE 31**

**Pensions**

**Section 1**

The Company agrees to pay into the Central States Southeast and Southwest Areas Pension Fund (the "Fund") on behalf of any employee, other than a part-time, non-regular and/or non-full-time employee, covered by this Agreement. The Company's contribution will begin after such employee has been on the Company's payroll for thirty (30) calendar days, regardless of probationary status or seniority status. The Company shall pay the following contribution rates per week for each week worked:

<u>6/15/10</u>	<u>6/15/11</u>	<u>6/15/12</u>	<u>6/15/13</u>	<u>6/15/14</u>	<u>6/15/15</u>
\$77.10	\$81.70	\$85.80	\$89.20	\$92.80	\$96.50

**Section 2**

In the event that any part-time, non-regular and/or non-full-time employee works 1000 hours or more in a twelve month calendar year, the Company will make pension contributions for the remainder of that year and all subsequent years thereafter in the same manner as regular full-time employees, regardless of the number of hours that they may work. The Company shall pay the following contribution rates per hour for each hour worked or paid:

<u>6/15/10</u>	<u>6/15/11</u>	<u>6/15/12</u>	<u>6/15/13</u>	<u>6/15/14</u>	<u>6/15/15</u>
\$1.9275	\$2.0425	\$2.145	\$2.23	\$2.32	\$2.4125

**ARTICLE 32**

**Driver's License**

The holding of a valid driver's license in the state of Florida is a condition of employment. The Company will provide for its Courtesy Bus Drivers and Technicians who are required to hold a CDL an annual allowance of up to one-hundred (\$100.00) per employee towards the payment and/or renewal of a commercial drivers license ("CDL") and/or required physical examination for maintaining such. The employee will be reimbursed up to the limit provided proof of payment rendered to the Department of Motor Vehicles and/or health care providers is presented.

**ARTICLE 33**

**No Discrimination**

The Employer and the Union agree that neither will discriminate either directly or indirectly nor will they permit any of their agents or members or representatives to discriminate either directly or indirectly against any employee by reason of race, creed, color, age, sex, veteran status, national origin, handicap or membership or activity in the Union or on any other basis protected by federal, state or local laws.

**ARTICLE 34**

**Tool Allowance/Safety Shoes**

Employees (with one (1) year of service) classified as Technicians will be paid three hundred and fifty dollars (\$350.00) per year effective September 1, 1994 for the purpose of purchasing tools required in their work with the Company. Effective June 15, 2011, the tool allowance will be increased to four hundred twenty-five dollars (\$425.00) per year.

The Company will provide safety shoes up to a maximum of sixty dollars (\$60.00) per year. Steeled toed shoes must comply with ANSI standards and be approved by a supervisor. Receipts must be provided.

**ARTICLE 35**

**Airport Parking Fees**

The Employer will pay the airport employee parking fee for each employee when their present certificate expires and renews thereof.

**ARTICLE 36**

**Term**

This Agreement shall remain in full force and effect for the period of five (5) years from June 15, 2011 through June 14, 2016 during which period neither party hereto may reopen this Agreement for negotiations on any issue either economic or non-economic.

If either party desires to modify or terminate this Agreement, it shall sixty (60) days prior to June 14, 2016, give written notice of the modification desired or termination. If neither party shall give notice to modify or terminate, this Agreement shall continue in effect from year to year after June 14, 2016, subject to modification or termination by either party on sixty (60) days' written notice prior to June 14th of any subsequent year.

AB CAR RENTAL SERVICES, INC.

TEAMSTERS LOCAL UNION NO. 769,  
affiliated with the International Brotherhood  
of Teamsters

Redacted by U.S. Treasury

Redacted by U.S. Treasury

By \_\_\_\_\_  
Aiko D. Bunn,  
Director, Labor Relations

By \_\_\_\_\_  
Don Marr,  
Business Agent

Date: 4/30/12

Date: 5-14-12

**RECEIVED**

JUN 21 2012

**CONTRACT  
DEPARTMENT**

AB Car Rental Services-FLL-IBT 769-Tech, Helper & PM Person  
2011 to 2016 CBA  
Page 21 of 28

CENTRAL STATES

Fax: 847-516-9773

JUL 9 2007 16:27

P. 09

AVIS RENT A CAR SYSTEM, INC.  
ACCOUNT NO.: 0485100-0106/0203/0602-00769-A

**LETTER OF UNDERSTANDING AND AGREEMENT**

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In the event that any part-time, non-regular or non-full-time employee works 1,000 hours or more in a 12-month calendar year, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by this contract for regular full-time employees. Contributions on these employees will be made on a per week basis for each week in which any compensation is earned at the rates outlined in Article 31, Section 1 of the collective bargaining agreement.

AVIS RENT A CAR SYSTEM, INC.

Redacted by U.S. Treasury

By:

Title: Director Labor Relations

Date:

7/27/07

LOCAL UNION NO. 760

Redacted by U.S. Treasury

By:

Title:

B/A

Date:

7-27-07

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AVIS BUDGET CAR RENTAL SERVICES, INC.  
ACCOUNT NO.: 0485100-0106-00769-B

**LETTER OF UNDERSTANDING AND AGREEMENT**

Effective June 15, 2006, contributions will be remitted to the Central States Pension Fund on behalf of any employee, other than a part-time, non-regular, or non-full-time employee, covered by the collective bargaining agreement (CBA) after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

In the event that any part-time, non-regular or non-full-time employee works 1,000 hours or more in a 12-month calendar year, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by this contract for regular full-time employees. Contributions on such employees will be made on a per week basis for each week in which any compensation is earned as provided in Article 31, Section 1 of the collective bargaining agreement.

AVIS BUDGET CAR RENTAL SERVICES, INC.

Redacted by U.S. Treasury

By:

[Redacted Signature]

Title: Director, Labor Relations

Date: 7/27/07

LOCAL UNION NO. 769

Redacted by U.S. Treasury

By:

[Redacted Signature]

Title: B/A

Date: 7-27-07

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## **AGREEMENT**

This AGREEMENT made by and between AVIS RENT A CAR SYSTEM, LLC (hereinafter referred to as the "EMPLOYER"), party of the first part, and TEAMSTERS LOCAL UNION NO. 769, an affiliate of the International Brotherhood of Teamsters (hereinafter referred to as the "UNION"), party of the second part.

WITNESSETH:

In consideration of the mutual covenants herein set forth, the parties agree as follows:

### **ARTICLE 1**

#### **Recognition**

For the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment, the Employer recognizes the Union as the exclusive representative of the following classifications of its employees in Palm Beach County, Florida: Technicians, Technicians' Helpers, Bus Technicians and PM Persons, excluding all other employees, said exclusions to include Service Agents, Rental Agents, Office and Clerical employees, Secretaries, Station Managers, Supervisory Personnel and Guards.

### **ARTICLE 2**

#### **Trial Period**

New employees covered by this Agreement shall, for the first ninety (90) days of their employment, be considered to be on trial and, during this period, shall not be entitled to the benefits, advantages or privileges of this Agreement and may be discharged with or without cause without benefit of the grievance procedure herein set forth.

Any absence during the trial period may extend said trial for a like period. Upon completion of the trial period, said employee shall attain seniority retroactive to his most recent hiring date.



regular working time lost. Such absence compensation shall not include pay for lost overtime, vacation time or premium pay. It shall include paid holidays.

Up to five (5) additional days, without pay, may be taken in the event the burial takes place outside of the state of Florida. These five (5) days will not be counted against the employee's absentee record.

## ARTICLE 31

### Pensions

#### Section 1

The Company agrees to pay into the Central States Southeast and Southwest Areas Pension Fund (the "Fund") on behalf of any employee, other than a part-time, non-regular and/or non-full-time employee, covered by this Agreement. The Company's contribution will begin after such employee has been on the Company's payroll for thirty (30) calendar days, regardless of probationary status or seniority status. The Company shall pay the following contribution rates per week for each week worked:

<u>6/15/10</u>	<u>6/15/11</u>	<u>6/15/12</u>	<u>6/15/13</u>	<u>6/15/14</u>	<u>6/15/15</u>
\$77.10	\$81.70	\$85.80	\$89.20	\$92.80	\$96.50

#### Section 2

In the event that any part-time, non-regular and/or non-full-time employee works 1000 hours or more in a twelve month calendar year, the Company will make pension contributions for the remainder of that year and all subsequent years thereafter in the same manner as regular full-time employees, regardless of the number of hours that they may work. The Company shall pay the following contribution rates per hour for each hour worked or paid:

<u>6/15/10</u>	<u>6/15/11</u>	<u>6/15/12</u>	<u>6/15/13</u>	<u>6/15/14</u>	<u>6/15/15</u>
\$1.9275	\$2.0425	\$2.145	\$2.23	\$2.32	\$2.4125

**ARTICLE 36**

**Term**

This Agreement shall remain in full force and effect for the period of five (5) years from June 15, 2011 through June 15, 2016 during which period neither party hereto may reopen this Agreement for negotiations on any issue either economic or non-economic.

If either party desires to modify or terminate this Agreement, it shall sixty (60) days prior to June 15, 2016, give written notice of the modification desired or termination. If neither party shall give notice to modify or terminate, this Agreement shall continue in effect from year to year after June 15, 2016, subject to modification or termination by either party on sixty (60) days' written notice prior to June 15th of any subsequent year.

AVIS RENT A CAR SYSTEM, LLC

TEAMSTERS LOCAL UNION NO. 769,  
affiliated with the International Brotherhood  
of Teamsters

Redacted by U.S. Treasury

By:

Aiko D. Bunn,  
Director, Labor Relations

Date: 4/30/12

Redacted by U.S. Treasury

By:

Don Marf, L  
Business Agent

Date: 5-14-12

**AVIS BUDGET CAR RENTAL  
SERVICES, LLC.  
(Rent A Car Division),**

and

St. Louis, MO  
Service Agent, Bus Driver  
Combination Agent &  
Lead Service Agent  
06/01/14 to 05/31/17

**AUTOMOTIVE, PETROLEUM AND ALLIED  
INDUSTRIES EMPLOYEES UNION  
LOCAL NO. 618**

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## AGREEMENT

THIS AGREEMENT by and between AVIS BUDGET CAR RENTAL SERVICES, LLC, a Delaware Corporation (hereinafter referred to as the "Employer") and AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES EMPLOYEES UNION, LOCAL NO. 618, St. Louis, Missouri (hereinafter referred to as the "Union").

## RECOGNITION

For the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment, the Employer recognizes the Union as the exclusive representative of the following classifications of employees in the St. Louis, Missouri area: Combination Agents, Service Agents, Lead Service Agents and Courtesy Bus Drivers, excluding all other employees, such exclusions to include mechanics, office and clerical employees, counter personnel, managers and other supervisory employees. 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 herein described, except in the case of emergency or unavailability of employees.

## ARTICLE 1

### Section 1 Union Security

It shall be a condition of employment that all employees of the Employer 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 on the effective date of this agreement, shall on the 31st day following the effective date of this agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this agreement and hired on or after its effective date, shall on the 31st day following the beginning of such employment become and remain members in good standing in the Union.

### Section 2 New Employees

It is further understood and agreed that the Employer should inform the Union when they have a need of additional or replacement employees and that the Union may have the right to refer to the Employer its members with the Employer applicants for employment.

## ARTICLE 7

### **Unassigned Personnel**

The Employer may hire employees who will be covered by all terms and conditions of the Labor Agreement except that their starting time may vary from day to day, week to week, etc. and that they may not necessarily have two (2) consecutive days off within the work week. The total number of unassigned employees shall not exceed 15% of the work force. There shall be no split shifts for unassigned personnel.

No present employee (on the payroll June 1, 1989) will be required to accept such a shift but may bid into such a shift at the appropriate bidding time.

## ARTICLE 8

### **Pension Plan**

The Employer agrees to pay on the first day of each month into the Central States Southeast and Southwest Areas Pension Fund on the following basis:

Effective June 1, 2004	-	\$49.00 per week for each regular employee.
Effective June 1, 2005	-	\$49.00 per week for each regular employee.
Effective June 1, 2006	-	\$55.00 per week for each regular employee.
Effective June 1, 2007	-	\$61.00 per week for each regular employee.
Effective June 1, 2008	-	\$65.90 per week for each regular employee.
Effective June 1, 2009	-	\$71.20 per week for each regular employee.
Effective June 1, 2010	-	\$76.90 per week for each regular employee.
Effective June 1, 2011	-	\$83.10 per week for each regular employee.
Effective June 1, 2012	-	\$89.80 per week for each regular employee.
Effective June 1, 2013	-	\$95.20 per week for each regular employee.
Effective June 1, 2014	-	\$100.90 per week for each regular employee.
Effective June 1, 2015	-	\$107.00 per week for each regular employee.
Effective June 1, 2016	-	\$111.30 per week for each regular employee.

On each regular employee who has been on the payroll thirty (30) days or more.

- (a) On each regular employee who has worked in any week or portion thereof.
- (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.
- (c) 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.

- (d) 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.
- (e) In the event that the Pension Fund mandates an increase to the bargained Employer contribution rates noted above, both parties agree upon the following:
  - a. The Company shall submit the increased designated Employer contribution as per Plan requirements.  
The Company shall deduct from the Employee's wages on a per pay basis, the difference between the contractually negotiated Employer contribution rate and the mandated increased rate from the Fund so long as the decrease in employees wages does not place the Employees' base rate below minimum wage.

#### Pension Fund 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 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 72-hour 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 there from.

**ARTICLE 15**

**Waiver of St. Louis Living Wage Ordinance:**

To the fullest extent permitted, this agreement shall operate to waive any provisions of the St. Louis City Ordinance 65597 and shall supersede and considered to have fulfilled all requirements of said Ordinance as presently written, and or amended during the life of this agreement.

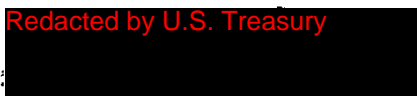
**ARTICLE 16**

**Term of Agreement**

This agreement shall be effective June 1, 2014 and will continue in full force and effect until May 31, 2017, and from year to year thereafter subject to modification or termination on sixty (60) days' written notice by either party prior to the expiration date or any subsequent anniversary date.

AVIS BUDGET CAR RENTAL SERVICES, LLC.  
(Rent A Car Division)

AUTOMOTIVE, PETROLEUM AND  
ALLIED INDUSTRIES EMPLOYEES  
UNION LOCAL NO. 618

By:   
Eric Pollack  
Director, Labor Relations

By:   
Derek Kropp  
Business Representative

Date: 6/20/14

Date: 6-30-14

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11/18/2004 13:11 973-496-3019

TEAMSTER: 618  
AVIS: HR DEPT

PAGE 02  
PAGE 02/02

**AVIS RENT-A-CAR, INC.  
ACCOUNT NO. 0489100-1005-618-A**

**LETTER OF UNDERSTANDING AND AGREEMENT**

With respect to part-time, extra and/or vacation relief employees, the parties agree that in the event that an individual employed on a part-time, extra and/or vacation relief basis works 1,000 hours or more in a 12 month period, he will be considered a regular full-time employee for purposes of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years) will require contribution to the Central States Pension Fund in the same manner and amount as required by this contract for regular full-time employees.

The parties agree that pension contributions will be remitted to the Central States Pension Fund on behalf of all regular full-time employees after they have worked 30 days.

**AVIS RENT-A-CAR, INC.**

Redacted by U.S. Treasury

By:   
Ned Linnen

Title: VP Labor Relations & HR

Date: 11/10/04

**LOCAL UNION NO 618**

Redacted by U.S. Treasury

By:   
Dan Heumann

Title: Business Agent

Date: 11-15-04



# COLLECTIVE BARGAINING AGREEMENT

By and Between

## AZCON CORPORATION

A Division of Blue Tee Corp.

and

## TEAMSTERS GENERAL LOCAL 346

THIS AGREEMENT, made and entered into to be effective as of the 1st of day of July, 2012, by and between **AZCON CORPORATION, A DIVISION OF BLUE TEE CORP**, a Maine corporation, whose Duluth office is 630 Helberg Drive (hereinafter referred to as the "Company"), and **TEAMSTERS GENERAL LOCAL 346 OF Duluth, Minnesota**, affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, (hereinafter referred to as the "Union").

### WITNESSETH

#### ARTICLE 1 - PURPOSE

It is the intent and purpose of the parties hereto to set forth herein the basic agreement between them for the term hereof covering the rates of pay, wages, hours and other conditions of employment observed and kept between the parties hereto for the employees covered by the terms of this contract, such terms and conditions being the exclusive and sole matters agreed and bargained upon, to the end that better labor relations will be established between the parties hereto.

#### ARTICLE 2 - RECOGNITION AND UNIT

Section 1. Definition of Unit: The term "employees", as used in this Agreement, shall include all employees in the classifications mentioned in Article 3 of this Agreement.

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DEPARTMENT

be made on all employees who have established seniority with the Employer (31 days).

Effective July 1, 2012, the Company shall contribute a weekly contribution to the Health Fund of two hundred dollars and thirty-one cents (\$200.31) for each covered employee. For calendar years of 2013, 2014, and 2015, the annual premium increases for the Company shall not exceed four (4%) percent in each calendar year.

By the execution of this Agreement, the Company 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.

If an employee is absent because of an occupational injury, the Company 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 Company 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.

Contributions to the Health and Welfare Fund will be made on a monthly basis on each regular employee, even though such employee may work only part-time under the provisions on this contract, and although contributions may be made for those months into some other Health and Welfare Fund.

It is also understood that the Company shall have the right to select a carrier of its choice to provide Health and Welfare benefits as a substitution for the present plan, provided that benefits will be maintained at a level equal to those in effect for the plan, and the employees shall not be required to make any contribution.

The Company agrees to administer payroll deductions for Teamsters Local 346 HRA Fund the amount of fifty dollars (\$50.00) a month. |

### **ARTICLE 13 - PENSION**

The Company shall contribute to a Pension Fund the following payments:

Effective July 1, 2012, the Employer shall contribute one hundred thirty-two dollars and eighty cents (\$132.80) per week per employee.

Effective July 1, 2013, the Employer shall contribute one hundred thirty-eight dollars and ten cents (\$138.10) per week per employee.

Effective July 1, 2014, the Employer shall contribute one hundred forty-three dollars and sixty cents (\$143.60) per week per employee.

These payments shall be made on all employees who have established seniority as per Union Security - Article 2, Section 3.

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 contract to which Employers who are party to this contract are also parties.

By the execution of this Agreement, the Company authorizes the Employer's 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.

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

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 as casual laborers or temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this Article.

#### **ARTICLE 14 - DELINQUENT PAYMENT**

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 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

Section 2. Leave of Absence: Any employee desiring leave of absence from his employment must secure written permission from the Company, which shall be subject to approval by the Union. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods; permission for extensions to be secured in the same manner as the original leave. During the period of absence, the employee shall not engage in gainful employment in the same industry and classifications covered by this contract. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. The employee must make suitable arrangements for continuation of Health and Welfare and Pension payments before the leave may be approved by the Employer or the Union.

Section 3. Funeral Leave: All regular employees shall be granted up to three (3) days off with pay for time required to attend the funeral of a member of the immediate family. Immediate family shall include mother, father, mother-in-law, father-in-law, children, grandchildren, sister, brother, grandfather, grandmother and spouse.

Section 4. Jury Duty or Witness Duty: Employees who serve as jurors or who are subpoenaed and report as a witness, shall receive their regular straight-time rate less the fee received for such service, substantiated by pay stub. Time spent on jury or witness duty shall be considered time worked.

#### **ARTICLE 17 - PROTECTION OF RIGHTS**

It is not to be considered in violation of this Agreement for members of the Union working under this Agreement to refuse to go through a picket line. The Company shall not discharge, coerce, intimidate or discriminate against any employee for refusing to go through such picket line.

#### **ARTICLE 18 - NON-DISCRIMINATION**

The Company and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex or natural origin, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of such employee's race, color, religion, sex, age, creed, disability, marital status, public assistance status, sexual orientation, or national origin.

#### **ARTICLE 19 - TERMINATION**

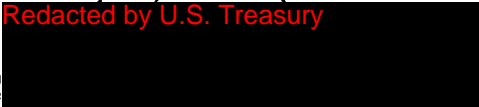
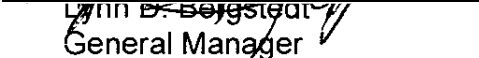
This Agreement shall be in full force and effect from the 1st day of July, 2012, and shall continue in full force and effect through the 30th day of June, 2015, and shall automatically renew itself thereafter for one year until and unless either party, at least


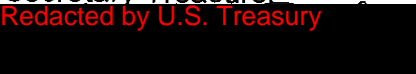
sixty (60) days before the 30th of June 2015, notifies the other party in writing that it desires to terminate or modify the Agreement.

IN WITNESS WHEREOF we have set our hands and seals this 2<sup>nd</sup> day of July, 2012.

**AZCON CORPORATION**  
A Division of Blue Tee Corp.

**TEAMSTERS GENERAL LOCAL 346**

By:    
   
General Manager

By:   
Patrick Radzak  
Secretary Treasurer  
By:   
Roderick Alstead  
President

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**AGREEMENT BETWEEN  
TEAMSTERS LOCAL 245  
&  
BCP INGREDIENTS, INC.**

**May 31, 2012 – July 8, 2017**

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DEPARTMENT**

## **AGREEMENT**

THIS AGREEMENT made and entered into as of this 31st day of May, 2012 by and between BCP Ingredients Inc., Verona, Missouri (hereinafter referred to as "Employer"), and TEAMSTERS LOCAL 245, AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as "Union").

### **ARTICLE 1**

#### **Recognition**

- 1.1 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all production, maintenance and laboratory employees, truck drivers, and service employees at the Employer's plant at Verona, Missouri, excluding office clerical employees, professional employees, watchmen-guards and supervisors as defined in the Labor Management Relations Act of 1947 as amended.

### **ARTICLE 2**

#### **Probationary Period**

- 2.1 The probationary period for newly hired employees shall be ninety calendar (90) days (not counting days of formal instruction), unless the probationary period is extended by verbal agreement between the Employer and the Union. During the probationary period a probationary employee may be disciplined, laid off or discharged without recourse to any other provisions of this Agreement. An employee who completes the probationary period shall be considered a regular employee and his seniority shall originate from his original date of hire.

### **ARTICLE 3**

#### **Job Stewards and Union Business Agents**

- 3.1 Job Stewards. The Union shall have the right to appoint one or more job stewards and alternates and shall notify the Employer, in writing, of the appointment of such job stewards and alternates. The sole function of job stewards or their alternate shall be the investigation and presentation of grievances arising under this Contract. The job steward or alternate will at no time cause disruption of the work of the Employer. The job steward or alternate in performing his function hereunder shall not perform such functions so as to unreasonably conflict with his normal duties for the Employer. The union agrees that it shall not appoint more job stewards or alternates than necessary. The Employer shall grant each steward a leave of absence of up to one (1) day each calendar year, without pay, upon the request of the Business Agent, after reasonable notice, to attend Union seminars or training.

## ARTICLE 20

### Retirement

- 20.1 The Employer shall pay into the Central States, Southeast and Southwest Pension Plan Trust ("Plan") the sum of one hundred thirty two dollars and twenty nine cents (\$132.29) per week for year one, one hundred thirty seven dollars and fifty eight cents (\$137.58) for year two, one hundred forty three dollars and eight cents (\$143.08) for year three, one hundred forty eight dollars and eighty cents (\$148.80) for year four and one hundred fifty four dollars and seventy five cents (\$154.75) for year five for each employee covered by this Agreement, who has completed thirty (30) calendar days of service and who has performed work for the Employer during the week.
- 20.2 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 to the Plan 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.
- 20.3 Notwithstanding anything to the contrary contained in Article 38, if at any time there shall not be in effect a determination by a Director of the Internal Revenue Service that the Pension Plan covering employees of the Employer or the Pension Trust relating thereto is a qualified Plan and Trust under the Internal Revenue Code and that contributions to said trust by Employer constitute a tax deductible expense, the Employer may terminate this bargaining agreement upon giving thirty (30) days notice to the Union.

## ARTICLE 21

### Christmas Bonus

- 21.1 The Employer agrees to pay a Christmas bonus of \$10 to each employee for each year of service that the employee has completed with the Employer as of December 15 of each year up to a maximum of fifty dollars (\$50). The Christmas bonuses shall be paid out of the profits of the Employer.



## SUPPLEMENTAL AGREEMENT

This is a Supplemental Agreement to the 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, 2015:

**B & D Trucking** located at LaSalle, Illinois, hereinafter referred to as the Employer, and Teamsters Local #722, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the terms and provisions of this Supplemental Agreement.

This Supplemental Agreement shall be attached to and become a part of the MASTER CEMENT AND ALL DRY BULK COMMODITIES AGREEMENT referred to above. If any article or paragraph of this Agreement conflicts with the above-mentioned MASTER CEMENT AND ALL DRY BULK COMMODITIES AGREEMENT, that article or paragraph shall supersede the terms and conditions as set forth in the MASTER CEMENT AND ALL DRY BULK COMMODITIES AGREEMENT.

### ARTICLE I. CEMENT WAGES

Section 1. Cement drivers shall be paid the following incentive mileage pay for driving during the term of this Agreement:

#### EFFECTIVE THE FIRST PAY PERIOD FOLLOWING CEMENT MILEAGE RATE

July 1, 2011	\$ .4300 per mile
July 1, 2012	.4400 per mile
July 1, 2013	.4500 per mile
July 1, 2014	.4500 per mile

Wages paid for miles driven will be based on speedometer or hubmeter or according to mileage agreed upon by the parties.

In addition to the above mileage pay, a driver will be paid a minimum of one (1) hour at the appropriate hourly rate for all work and time spent with handling the load.

On loads under one hundred (100) miles from point of origin, to point of reload, one and one-half (1-1/2) hours will be paid for loading and unloading.

#### Section 2. Interplant Movements

Interplant movements between the facilities of Lone Star Industries, Inc. at Oglesby, Illinois and Milwaukee, Wisconsin and Waukegan, Illinois, there will be no pay for loading and unloading unless said loading and unloading exceeds one (1) hour. All time spent in excess of one (1) hour, the driver will be compensated at the negotiated hourly rate. However, employees hauling loads and having a return load, shall be paid one (1) additional hour for said load.

interpretation or application of seniority rights may arise which are not covered by the general rules set forth. Accordingly, it is understood that the Employer and Union jointly involved, and/or the respective grievance committee(s) may mutually agree to such disposition of questions of seniority, which in their judgment is appropriate under the circumstances.

## ARTICLE 7. HEALTH & WELFARE/PENSION.

Section 1. Effective July 1, 2011, the Employer shall contribute to the **Central States Health and Welfare Fund**, the sum of Two Hundred Fifty Six Dollars and Seventy Cents (\$256.70) per week for **C-6 without R4 (Retirees) Insurance** on behalf of each covered employee.

Effective July 1, 2012, the Employer shall contribute to the Central States Health and Welfare Fund, the rate required to maintain Plan C6, not to exceed two hundred seventy four dollars and ninety cents (\$271.70) per week on behalf of each covered employee.

Effective July 1, 2013, the Employer shall contribute to the Central States Health and Welfare Fund, the rate required to maintain Plan C6, not to exceed two hundred seventy four dollars and ninety cents (\$286.70) per week on behalf of each covered employee.

Effective July 1, 2014, the Employer shall contribute to the Central States Health and Welfare Fund, the rate required to maintain Plan C6, not to exceed 10% of the previous year per week on behalf of each covered employee.

Section 2. If an employee with respect to whom the Employer is contributing to the Health and Welfare Fund (i) is absent from work due to an injury, not entitling him to benefits under workmen's compensation or occupational disease law, and (ii) immediately notifies the Employer of such absence, then the Employer shall continue to make contributions for the period of such employee's absence, or for four (4) weeks from the first day of such absence, whichever period is shorter.

If an employee with respect to whom the Employer is contributing to the Health and Welfare Fund, is absent from work due to injury at work with the Employer entitling him to benefits under workmen's compensation or occupational disease law, or by sickness suffered in connection with his work with the Employer entitling him to benefits under any such law, the Employer shall continue to make its contributions for the period of such employee's absence, but not more than two (2) months from the first day of such employee's absence.

Contributions to the Health and Welfare Fund are to 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 weeks where work is performed for the Employer but not under the provisions of this Agreement; provided, however, no contribution shall be required from the Employer for any employee for any week during

which the employee performs no work during that week for the Employer due to layoff or for any part time or casual employee.

**Article 31** of the Master Cement Agreement, the Company shall contribute to the Central States Pension Fund for Pension benefits.

Effective July 1, 2011, the Employer shall contribute Thirty Eight Dollars and Twenty Cents (\$38.20) per day for each covered employee.

Effective July 1, 2012, the Employer shall contribute Forty Dollars and Ten Cents (\$40.10) per day for each covered employee.

Effective July 1, 2013, the Employer shall contribute Forty One Dollars and Seventy Cents (\$41.70) per day for each covered employee.

Effective July 1, 2014, the Employer shall contribute Forty Three Dollars and Forty Cents (\$43.40) per day for each covered employee.

The Company shall pay a maximum of 5 days of Pension per week per employee.

#### ARTICLE 8. MULTI-EMPLOYER UNIT

By entering into this Agreement which incorporates certain portions of the Master Cement and All Dry Bulk Commodities Agreement, it is expressly understood and agreed that the Company is not agreeing to be part of, or party to, any multi-employer bargaining unit. It is expressly understood and agreed that this Agreement is an Agreement covering only the employees represented by the Local Union. Any reference to a multi-employer bargaining unit contained anywhere in the Master Cement and All Dry Bulk Commodities Agreement are superseded by this clause and shall be deemed to be deleted null and void.

TERMINATION

This Supplemental Agreement shall become effective July 1, 2011, and shall remain in full force and effect through July 30, 2014.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

B & D TRUCKING COMPANY, INC.  
P.O. Box 1066  
LaSalle, IL 61301

TEAMSTERS LOCAL UNION 722  
Affiliated with the International  
Brotherhood of Teamsters

Redacted by U.S. Treasury

*PRESIDENT*

Redacted by U.S. Treasury

*President*

Redacted by U.S. Treasury

*Secretary-Treasurer*

REC-11-08

AUG 08 2011

CONTRACT  
DEPARTMENT



B & H FREIGHT LINES

AND

TEAMSTERS LOCAL UNION NO. 41

AFFILIATED WITH THE

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

APRIL 1, 2013 THROUGH MARCH 31, 2018

**RECEIVED**

JUL 18 2013

CONTRACT  
DEPARTMENT

## B & H FREIGHTLINES

1. This Agreement is an independent and individual agreement between B & H Freight Lines, Inc. and Teamsters Local Union No. 41. The Parties agree that this Agreement is not part of the National Master Freight Agreement and is not a multi-employer, multi-union agreement.

### 2. Holiday:

Agreed to one (1) personal holiday.

### 3. Wages:

04/01/13	04/01/14	04/01/15	04/01/16	04/01/17
\$18.40	\$18.65	\$18.90	\$19.15	\$19.40

Casuals \$14.00

### New Hires. Wage rate for new hires:

Start	\$14.00
12 months plus 1 day	86% of current rate
24 months plus 1 day	90% of current rate
36 months plus 1 day	100% of current rate

### 4. Vacations:

Vacation pay shall be forty five (45) hours per week of vacation

1 year	1 week
2 years	2 weeks
10 years	3 weeks
20 years	4 weeks

### 5. Sick Leave:

There will be five (5) sick days per contract year with the following understanding:

There is three (3) days sick leave pay for the member off sick or five (5) days if in the hospital. He/she must have a doctor's release to return to work if in the hospital. Doctor's release is not required if the three (3) days are taken off but not hospitalized.

6. Health and Welfare:

Maintain the Central States Health and Welfare, which is in the new National Master Freight Agreement and the Central States Supplements for the contract years of April, 2013 through March 31, 2018.

Effective Date	8/2/14	8/2/15	7/31/16	7/30/17
	\$327.70	\$347.70	\$404.50*	\$445.00*

7. Pension:

Maintain the Central States Pension which is in the new National Master Freight Agreement and the Central States Supplements for the contract year April 1, 2013 through March 31, 2018.

Effective Date 08/04/2013 to 04/01/2018 - \$68.40 Plan ~~W8~~

\*Not to exceed

8 All Articles of the National Master Freight Agreement and its Supplements, The Central States Area Local Cartage Supplemental Agreement for the contract year of April 1, 2013 through March 31, 2018 shall apply with the exception of the Agreements listed above between Teamsters Local 41 and B & H Freight Lines.

This Agreement will be retroactive to April 1, 2013.

Teamsters Local 41

B & H Freight Lines

Signature:  Redacted by U.S. Treasury

Signature:  Redacted by U.S. Treasury

Title: Business Agent

Title: President

Date: 7/8/13

Date: 7-5-13

**RECEIVED**

JUL 18 2013

CONTRACT DEPARTMENT

**AGREEMENT**

**BETWEEN**

**B&J Moving and Storage**

**AND**

**Teamsters Local 580**

**March 27, 2015 through March 26, 2018**

**RECEIVED**

**MAR 05 2015**

**CONTRACT  
DEPARTMENT**



A G R E E M E N T

THIS AGREEMENT, made and entered into February 20, 2015 by and between B & J Moving and Storage, hereinafter termed the Employer, and Local Union No, 580, affiliated with the International Brotherhood of Teamsters, located at 5800 Executive Drive, Lansing, Michigan, party of the second part, hereinafter called the Union.

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer, and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties.

WITNESSETH:

ARTICLE I

RECOGNITION, UNION SHOP AND DUES:

Section 1.

The Employer recognizes and acknowledges that the Local Union No. 580 is the exclusive representative of all employees in the classification of work covered by this Agreement for the purposes of collective bargaining as provided by the National Labor Relations Act and listed in Schedule "A".

Section 2.

All present employees who are members of the Local Union on the effective date of this sub-section 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 working day following the effective date of this sub-section, whichever is the later. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

The Union will accept non-member probationary employees who are retained by the Company after their period of probation as members of the Union upon the same terms and conditions generally applicable to other members.

Section 3.

When the Employer needs additional men he shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire

**Section 2.**

Any individual or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article VI of this Agreement, may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

**ARTICLE X**

**PROTECTION OF RIGHTS**

It shall not be a violation of this Contract and it shall not be cause for discharge if any employee or employees refuse to go through the picket line of a Union or refuse to handle unfair goods. Nor shall the exercise of any rights permitted by law be a violation of this Contract. The Union and its members, individually and collectively, reserve the right to refuse to handle goods from or to any firm or truck which is engaged or in any controversy with this or any other Union and reserves the right to refuse to accept freight from or to make pick-ups from or deliveries to establishments where picket lines, strikes, walkouts or lockouts exist.

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

The Union shall give the Employer notice of all strikes and/or the intent of the Union to call a strike of any Employer and/or place of business and/or intent of the members to refuse to handle unfair goods. The carriers will be given an opportunity to deliver any and all freight in their physical possession at the time of the receipt of the notice. Any freight received by carrier up to midnight of the day of the notification shall be considered to be in his physical possession. However, freight in the possession of a connecting carrier shall not be considered to be in the physical possession of the delivering carrier.

The insistence by any Employer that his employees handle unfair goods or go through a picket line after they have elected not to, and if such refusal has been approved in writing by the responsible officials of the Local Union, same shall be sufficient cause for an immediate strike of all such Employer's operations without any need of the Union to go through the grievance procedure herein.

**ARTICLE XI**

**HEALTH AND WELFARE AND PENSION**

The Employer agrees to pay all costs into the Michigan Conference of Teamsters Welfare Fund SOA Plan (Package 100) for each employee covered by the Agreement who is on the regular seniority list. Effective March 29, 2015 the Benefit Package shall be 1060 with the following contributions per week:

	Tier1	Tier2	Tier3	Tier4
Effective 3/29/15	\$136.55	\$268.45	\$321.30	\$400.40
Effective 4/03/16	\$148.25	\$279.95	\$332.65	\$411.65
Effective 4/02/17	\$157.55	\$298.10	\$354.25	\$438.50

Employees shall reimburse the Employer for one half of the said required MCTWF contribution rates over and above \$150.00 per week, commencing [insert a date - since my understanding is that the Participation Agreement will date back to prior periods, presumably this employee obligation would be effective prospectively only] . Said payment shall be made through pre-tax deductions from the Employees' checks.

Opt Out: The parties shall enter into a MCTWF Memorandum of Understanding to permit opt outs from MCTWF participation of employees and their covered dependents in accordance with the rules stated therein. Any Employee who is approved by MCTWF to opt out himself and his otherwise eligible family members shall be paid by the Employer \$150.00 per month or any portion of a month for which he otherwise would be entitled to coverage under the MCTWF benefit package. [the employer may try to avoid this payment if the employee works less than a full month and there may be disagreement as to when that month starts (e.g., upon approval and then running for 30 day periods from that point or on a calendar month basis starting with the calendar month commencing after approval, etc.), so I suggest requiring the employer to pay on a weekly basis at \$35 per week] .

New Hires: All new full-time employees shall be eligible for health benefits the first Sunday after the completion of their 30 day probation period.

Additionally, the Employer further agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by the Agreement who is on the regular seniority list a contribution of:

\$22.90 per day	Effective April 27, 2013
\$24.30 per day	Effective April 27, 2014
\$25.80 per day	Effective April 27, 2015
\$26.80 per day	Effective April 27, 2016
\$27.90 per day	Effective April 27, 2017

This coverage is for Schedule B.

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 60609 - Account No. 7000.

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 Article.

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 Health and Welfare 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 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 Health and Welfare Fund during the period of absence;

In those instances where the Employer is involved in an "Owner-Operators" arrangement, there shall be no deduction from equipment rental of "Owner-Operators" by virtue of the contributions made to the Health and Welfare Fund and Pension Funds, regardless of whether the manner of computation 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 his contribution to the 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 to the Employer to 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 in the event such action is taken the Employer shall be responsible to the employees for losses resulting therefrom.

It is agreed that the Pension Fund will be separately administered each jointly by Employers and Union in compliance with all applicable laws and regulations, both State and Federal,

By the execution of this Agreement, the Employer authorizes the Employer's 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 Funds, and to designate the Employer Trustees under such Trust Agreements, hereby waiving all notice hereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

## ARTICLE XII

### PAY PERIOD

All regular employees covered by this Agreement shall be paid in full each week. The Union and Employer may by mutual agreement provide for semi-monthly pay periods. Each employee shall be provided with an itemized statement of his earnings and all deductions made for any purpose, upon request of individual employees or Union Representative.

**AGREEMENT**

**BETWEEN**

**BMW CONSTRUCTORS, INC.**

**AND**

**COAL, ICE, BUILDING MATERIALS, SUPPLY DRIVER, RIGGERS,  
HEAVY HAULERS, WAREHOUSEMEN AND HELPERS, LOCAL  
UNION NO. 716, an affiliate of the International Brotherhood of  
Teamsters**

**JUNE 1, 2014 THROUGH MAY 31, 2017**

**RECEIVED**

**JUL 08 2014**

**CONTRACT  
DEPARTMENT**

# **BMW CONSTRUCTORS, INC. AGREEMENT**

This Agreement is by and between BMW Constructors, Inc., located at 1740 W. Michigan Avenue, Indianapolis, IN 46222, hereinafter referred to as the "Employer" and Coal. Ice, Building Materials, Supply Drivers, Riggers, Heavy Haulers, Warehousemen and Helpers, Local Union No. 716, an affiliate of the International Brotherhood of Teamsters, located at 849 S. Meridian Street, Indianapolis, IN 46225, hereinafter referred to as the "Union".

## **ARTICLE I**

### **BARGAINING UNIT**

The Employer agrees to recognize and does hereby recognize the Union, its representatives, agents or successors as exclusive representative and bargaining agency for all of the truck drivers.

It is understood and agreed that supervision is the Employer's responsibility:

## **ARTICLE II**

### **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 Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31<sup>st</sup>) day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that effective from and after the thirty-first (31<sup>st</sup>) day following the execution day of this Agreement, 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 (31<sup>st</sup>) day following the execution of this Agreement. The failure of any person 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 his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person. In the event an Employer has received written notice as above outlined and such Employer fails to discharge such an employee for failure to become a member or remain a member, all as above provided, said Employer shall be considered in direct violation of

to take such actions 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,

## ARTICLE XXV

### PENSION

**Section 1.** Effective June 1, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of One Hundred Forty Dollars and Twenty Cents (\$140.20) per week for each employee covered by this Agreement. Effective June 1, 2015, the Employer shall contribute the sum of One Hundred Forty Eight Dollars and Sixty Cents (\$148.60) per week, and effective June 1, 2016, the Employer shall contribute the sum of One Hundred Fifty-Four Dollars and Fifty Cents (\$154.50) per week,

**Section 2.** 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 Southwest and Southwest Areas Agreements to which Employers who are party to this Agreement are also parties.

**Section 3.** By the execution of this Agreement, the Employer authorizes the Employer's representatives, who 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 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 four (4) weeks. 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 contributions into the Pension Fund during the period of leave.

**Section 5.** Contributions to the Pension Fund must be made for each week, on each regular employee, even though such employees may work only part time under the provisions of this Agreement. Contributions shall be made for any regular employee on layoff who has worked one (1) day in any week for any reason.

**Section 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 Funds created under this Agreement, in accordance with the rules and regulations of the trustees of such funds, after the proper official of the Local Union has given seventy-two (72) hours' notice to the Employer of such delinquency in pension payments, the Local Union or Area Conference 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.

## ARTICLE XXVI

### WORKING RULES

Section 1. Both parties agree that any working rules now in existence in conflict with the terms of this Agreement shall not be operative, and each party agrees that it will not adopt any working rules for the control of its members that will conflict with the terms or applications of the Agreement.

Section 2. It is further agreed by the parties hereto that this Agreement applies only to the operation of trucks owned or operated by the Employer.

Section 3. Jurisdictional claims, as set forth in working rules of the Union, are to be generally accepted practices, but nothing therein contained shall be construed as an obligation of the Employer or to defend the Union in the enforcement of such jurisdictional claims in any dispute which may be pending or which may arise in the future between the Union and any other labor organization.

## ARTICLE XXVII

### EXAMINATIONS AND IDENTIFICATION FEES

Section 1. Physical, mental or other examinations required by a government body of the Employer shall be promptly complied with by all employees; provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs, but shall be responsible to other employees for all time spent at the place of examination or examinations. Examinations are to be taken at the employee's home terminal and at the Employer's discretion.

The Employer reserves the right to select his own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have the employee re-examined at the Union's expense.

Section 2. Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

Section 3. The Employer, upon request, shall furnish the equipment for an employee to take the Commercial Drivers License Test.




**LETTER OF UNDERSTANDING**

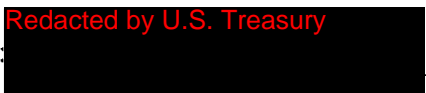
This is an understanding between the parties:

**ARTICLE XV, Section 5** is understood to apply the sixty (60) day trial period in which the new employee may be dismissed without recourse. After completing the trial period, the employee will then be placed on the regular seniority list. However, the Employer must make the required contributions to the appropriate funds as spelled out in **ARTICLE XXIV** (Health and Welfare) and **ARTICLE XXV** (Pension) after the first thirty (30) days of employment with the Employer.

**BMW CONSTRUCTORS, INC.**

**COAL, ICE, BUILDING MATERIALS,  
SUPPLY DRIVERS, RIGGERS, HEAVY  
HAULERS, WAREHOUSEMEN AND  
HELPERS, LOCAL UNION NO. 716, an  
affiliate of the International Brotherhood  
Teamsters, AFL-CIO**

BY:   
TITLE: General Manager  
DATE: 6/10/14

BY:   
TITLE: President  
DATE: 6-6-14

**RECEIVED**  
JUL 08 2014  
CONTRACT  
DEPARTMENT

**AGREEMENT**

**BETWEEN**

**LINDE GAS NORTH AMERICA LLC.**

**AND**

**TEAMSTERS LOCAL UNION NO. 283**

**RECEIVED**

**MAY 20 2013**

**CONTRACT  
DEPARTMENT**

**MARCH 19, 2013 - OCTOBER 31, 2018**

## AGREEMENT

This Agreement, made and entered into this 19 day of March, 2013, by and between Linde Gas North America LLC., for its Michigan Plant located at 5001 Dewitt Road, in Canton, Michigan; party of the first part and hereinafter termed the Company and Cylinder Gas, Chemical, Petroleum, Distillery, Auto Service and Accessory Drivers, Automobile Drivers, Demonstrators, Auto Service Department and Industrial Employees, Maintenance, Mechanics, Helpers and Inside Employees, Local Union No. 283 an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 1625 Fort Street, Wyandotte, Michigan; party of the second part and hereinafter termed the Union.

WHEREAS: both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties:

WITNESSETH:

### **ARTICLE 1** **RECOGNITION, UNION SHOP,** **DUES AND PROBATIONARY EMPLOYEES**

**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 and listed in Schedule "A".

**SECTION 2** All present employees who are members of the Local Union on the effective date of this Agreement, 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 effective date of this section or the date of execution of this Agreement, whichever is the later.

Any employee transferred by the Company from a higher classification to a lower classification shall receive the rate of pay for the higher classification, for a period of sixty (60) days, after which he shall be reclassified to the lower classification. Such reclassification shall occur for just cause.

**SECTION 14 14** On a continuous operation, if a relief of an employee on shift fails to report for work or calls in to say that he will not report, then the employee on duty, at the discretion of the Company, shall fill the first four (4) hours of the shift of the employee who failed to report for work. The employee on duty should then notify supervision so that arrangements can be made to fill the balance of the shift.

**ARTICLE XXVI**  
**HEALTH AND WELFARE AND PENSION FUND**

The Company agrees to pay into the Michigan Conference of Teamsters Health and Welfare Fund for each employee covered by this Agreement who has been on the payroll thirty (30) days or more contributions for the SOA BDR-3B plan as follows:

\$373.50	Effective March 19, 2013
\$368.30	Effective November 1, 2013
\$405.75	Effective April 1, 2014
\$430.20	Effective April 1, 2015
\$449.25	Effective April 1, 2016
MOB	Effective April 1, 2017
MOB	Effective April 1, 2018

**Employee Contributions**

Effective March 19, 2013.....	10 % of \$373.50 = \$37.35 per week
Effective November 1, 2013.....	10% of \$368.30 = \$36.83 per week
Effective April 1, 2014.....	11.6 % of \$405.75 = \$47.07 per week
Effective April 1, 2015.....	13.2 % of \$430.20 = \$56.79 per week
Effective April 1, 2016.....	14.8 % of \$449.25 = \$66.49 per week
Effective April 1, 2017.....	16.4 % of MOB
Effective April 1, 2018.....	18 % of MOB
Effective November 1, 2018.....	20 % of MOB

In the event the provisions of the Affordable Care Act impose an annual excise tax on health care premiums the Union and the Company shall meet to discuss the impact if any.

All payments into the Welfare Fund must be made within fifteen (15) days from the end of each calendar month to the National Bank of Detroit, which bank has been made depository for the Michigan Conference of Teamsters Welfare Fund.

The Company agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who has been on the payroll thirty (30) days or more, contributions for "Class 17" benefits as follows:

Effective November 1, 2013	\$200.80 per week
Effective November 1, 2014	\$208.80 per week
Effective November 1, 2015	\$217.20 per week
Effective November 1, 2016	\$225.90 per week
Effective November 1, 2017	\$234.90 per week

All payments into the Pension Fund must be made within ten (10) days from the end of each calendar month to the Mellon Bank, Central States Funds Dept., 10291 Palatine, Illinois, 60055-0291.

If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions to the Health and Welfare Fund for a period of twelve (12) months.

If an employee is absent because of an on-the-job injury, the Company shall continue to make the required contributions to the Health and Welfare Fund for a period of twelve (12) months.

If an employee is absent because of illness, off-the-job injury or on-the-job injury, the Company shall continue to make the required contributions to the Pension Fund for a period of twelve (12) months.

If an employee is granted a leave of absence, the Company 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 and Pension Funds during the period of absence.

Contributions to the Health and Welfare and to the 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 and weeks where work is performed for the Company but not under provisions of this contract and although contributions may be made for those weeks into some other Health and Welfare Fund and/or 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.

Notwithstanding anything herein contained, it is agreed that in the event any Company is delinquent at the end of a monthly period in the payment of his contribution to the Health and Welfare and/or Pension Funds 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 Company 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 in the event such action is taken, the Company shall be responsible to the employees for losses resulting therefrom.

It is agreed that the Welfare Fund and Pension Fund will be separately administered, each jointly, by Company and Union in compliance with all applicable laws and regulations, both state and federal.

By the execution of this Agreement, the Company authorizes the Employer's 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 funds and to designate the Company 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 XXVII** **TERMINATION OF AGREEMENT**

**SECTION 1** This Agreement shall be in full force and effect from March 19, 2013, to and including October 31, 2018, and shall continue from year-to-year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

**SECTION 2** Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other, a notice, at least sixty (60) days prior to October 31, 2018, or October 31st of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

**SECTION 3** Revisions agreed upon or ordered shall be effective as of November 1, 2018 or November 1st of any subsequent contract year. The respective parties shall be permitted all legal or economic recourse to support their request for revisions if the parties fail to agree thereon.

**SECTION 4** In the event of an inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is

2006 - 2010

AGREEMENT

between

BAILY EXCAVATING, INC.

and

TRUCK DRIVERS & HELPERS UNION

Local Union No. 164

affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Effective 8-12-06 through 8-11-10 (Midnight)

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DEPARTMENT

TRUCK DRIVERS' AGREEMENT

THIS AGREEMENT between Bailey Excavating, Inc., the Employer, and Teamsters Local Union No. 164; and affiliate of the International Brotherhood of Teamsters, located at 3700 Ann Arbor Road, Jackson, Michigan, 49202, shall remain in full force and effect until August 11, 2010, and thereafter from year to year unless changed in accordance with Article XXI of this Agreement.

FURTHER, this Agreement between the Employer and the Union shall be in effect and applicable to the counties of Lenawee, Jackson, and Hillsdale, in the State of Michigan, for its duration.

It is the intent and purpose of the parties 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 on a continuous employment as possible without interruptions by strikes, lockouts or other labor troubles.

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



paid only for those employees who actually work eight (8) or more hours during the week; provided, however, when an employee actually

begins work and works less than eight (8) hours for reasons other than weather conditions, he shall receive eight (8) hours credit for the purposes of the Health and Welfare contribution only.

#### PENSION

(a) The Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each regularly employed seniority driver and each regularly employed owner operator effective the first full payroll period after August 12, 2006, the following rates for years: August 12, 2006 = \$27.40 per day, August 12, 2007 = \$29.30 per day, August 12, 2008 = \$31.40 per day, August 12, 2009 = \$33.60 per day.

(b) Contribution to be paid on each day worked up to a maximum of 5-days per week; provided, however, that when such regular employed seniority driver or regularly employed owner-operator is scheduled to work on a (4) day ten (10) hour day; work schedule pursuant to Article X(d) of this Agreement, and work (4) days within that work week, as of 8/12/2002 the Contribution shall be paid at the five (5) day rate for that work week.

© 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, C/O Central States Funds, Dept. 10291, Palatine, IL 60055-0291.

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

(e) Contributions to the Health and Welfare Fund and to the Pension Fund must be made for each week on each regularly employed seniority driver, even though such employees 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.

(f) 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 Health and Welfare Fund 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 unless state or federal laws require the Employer's workers compensation carrier to make such payments. In either case such contributions shall not be paid for a period

of more than fifty-two (52) weeks.

(g) In those instances where the Employer is involved in an "owner-operators" arrangement, there shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare Fund 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.

(h) 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 Health and Welfare and/or Pension Funds, 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 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 loss of Health and Welfare and Pension benefits resulting from the Employer's delinquency:

(I) 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.

(j) 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 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.

**AGREEMENT**

**BETWEEN**

**BAKER'S GAS & WELDING SUPPLIES,  
INCORPORATED**

**AND**

**TEAMSTERS LOCAL UNION NO. 283**

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DEPARTMENT**

**11-1-2012 THRU 10-31-2015**

AGREEMENT

This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_ 2012 , by and between BAKER'S GAS & WELDING SUPPLIES, INCORPORATED, located at 1300 Howard, Lincoln Park, Michigan 48146 and 1299 N. Shoop Avenue, Wauseon Ohio 43567: party of the first part and hereinafter termed the Employer and CYLINDER GAS, CHEMICAL, PETROLEUM, DISTILLERY, AUTO SERVICE AND ACCESSORY DRIVERS, AUTOMOBILE DRIVERS, DEMONSTRATORS, AUTO SERVICE DEPARTMENT, INDUSTRIAL EMPLOYEES, MAINTENANCE, MECHANICS, HELPERS AND INSIDE EMPLOYEES, LOCAL UNION NO. 283. an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America located at 1625 Fort Street, Wyandotte, Michigan, party of the second part, hereinafter termed the Union.

WHEREAS: both parties are desirous of preventing strikes and lockouts and other cessations of work and employment, and of maintaining a uniform wage scale. working conditions and hours of employees of the Employer: and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees: and of promoting and improving peaceful industrial and economic relations between the parties:

WITNESSETH:

**ARTICLE I  
RECOGNITION, UNION SHOP, DUES  
AND PROBATIONARY EMPLOYEES**

**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 engaged in filling, loading and delivery of high pressure gas (over 1,000 PSI) and also the delivery of motor fuel and cryogenic liquid cylinders.

**SECTION 2** All present employees who are members of the Local Union on the effective date of this Agreement 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

required to work the hours. Employees are not eligible to volunteer, and may not be forced, if such action violates DOT regulations.

**SECTION 5** Time and one-half the regular hourly rate shall be paid for all work performed on Sunday.

**SECTION 6** Work performed on Sundays shall not apply against the guarantee, but must be paid in addition to the guarantee.

**SECTION 7** Holiday hours worked by all employees shall apply against their guarantee.

**SECTION 8** In case an employee is temporarily assigned to work in a higher rated classification, he shall receive such higher rate for all hours worked in that classification, and if temporarily assigned to a lower rated classification, he shall nevertheless continue to receive the regular rate for his regular job classification for not over thirty (30) days, after which he shall receive the rate of the job being done.

**SECTION 9** All employees working into their Sunday or holiday shall receive premium pay as provided for in this Agreement for all hours worked into such Sunday or holiday. For holidays, this shall be interpreted to mean double time for all such hours worked into the Holiday in addition to the eight (8) hours' holiday pay.

**SECTION 10** All employees except drivers and helpers shall be paid a shift premium in the amount of fifteen (.15) cents per hour for all work performed on a regularly scheduled afternoon shift, and a shift premium of twenty (.20) cents per hour shall be paid for all work performed on regularly scheduled night shifts.

## **ARTICLE XXV HEALTH & WELFARE AND PENSION FUND**

The Company agrees to pay into the Michigan Conference of Teamsters Health and Welfare Fund the first of the month following the month in which a new employee has completed thirty (30) calendar days of employment.

Contributions for Key 1 with Medical, Prescription, Dental & Optical only (Plan 130)

Effective 11/1/12 – 3/30/13	\$272.45 per week.
Effective 3/31/13 – 3/29/14	\$297.15 per week
Effective 3/30/14 – 3/28/15	\$317.20 per week
Effective 3/29/15 – 10/31/15	\$335.05 per week

Employees to pay 50% of amounts over \$170.00 per week for Health and Welfare Insurance coverage. The company agrees to implement and maintain Section 125 Plan, (any medical premiums that an employee pays will be on a pre-tax basis).

All payments into the Welfare Fund must be made within fifteen (15) days from the end of each calendar month to the National Bank of Detroit, which bank has been made depository for the Michigan Conference of Teamsters Welfare Fund.

If a national health care insurance plan is put into place during the life of this Agreement, either party shall have the right to demand to reopen this Agreement sixty (60) days prior to the effective date of the new law, on the topic of health care only, notwithstanding anything contained in Article XXVIII.

The Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who has been on the payroll thirty (30) days or more, contributions as follows under Class 16 rates:

Effective 11-1-2012 - 10-31-2013	\$132.80 per week
Effective 11-1-2013 - 10-31-2014	\$138.10 per week
Effective 11-1-2014 - 10-31-2015	\$143.60 per week

All payments into the Pension Fund must be made within ten (10) days from the end of each calendar month to the Mellon Bank, Central States Funds, Dept. 10291, Palatine IL 60055-0291 Account No. 7000.

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 health and welfare fund for a period of six (6) months.

If an employee is absent because of an on-the-job injury, the Employer shall continue to make the required contributions to the Health & Welfare Fund for a period of twelve (12) months.

If an employee is absent because of an on-the-job injury, the Employer shall continue to make the required contributions to the Pension Fund for a period of twelve (12) months. If an employee is absent because of illness or off-the-job injury, the Employer shall continue to make the required contributions to the pension fund for a period of 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 and Pension Funds during the period of absence.



Contributions to Health and Welfare and to the Pension Fund must be made for each week on each regular employee, 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 those 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 contract shall not be covered by the provisions of this paragraph.

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 Health and Welfare and/or Pension Funds, action to collect such delinquent contributions may be instituted by either the Local Union or the Trustees. Employer must also pay all attorney's fees and costs of collection, and further, shall be responsible to the employees for losses resulting from delinquency in Fund contributions by the Employer.

It is agreed that the Welfare Fund and Pension Fund will be separately administered, each jointly, by Employer and union in compliance with all applicable laws and regulations, both state and federal.

By the execution of this Agreement, the Employer authorizes the Employer's 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.

## **ARTICLE XXVI EMPLOYER'S RIGHTS**

It is understood and agreed that the authorities and responsibilities to manage the business and direct the work force rests within the Management and that it possesses all rights, power, and authority that it had prior to the signing of any Agreement with the Union except as expressly modified by this Agreement.

## **ARTICLE XXVII PART TIME EMPLOYEES**

Part time employees will be allowed under the following terms:

- (a) Must be a union member.
- (b) There will be no Employer paid fringe benefits or paid time off, however, employees will be given the opportunity to buy health insurance coverage at the Employer's group rate.

BALDINGER BAKERY, LP  
ACCOUNT NO.: 0549400-0107-00289-A

LETTER OF UNDERSTANDING AND AGREEMENT

Effective January 1, 2012, contributions will be remitted to the Central States Pension Fund on behalf of any employee, other than a part time or casual employee, covered by the collective bargaining agreement after the employee has been on the Employer's payroll for ninety (90) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

In the event that any part time or casual employee performing work covered by the agreement works 1,000 hours or more in any 12-month period; pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, provided that the employee has not had a break in service of over one year. Contributions will be owed in the same manner and amount as required by the contract for regular employees.

BALDINGER BAKERY, LP

Redacted by U.S. Treasury

By:

Title:

Date: June 26, 2014

LOCAL UNION NO: 289

Redacted by U.S. Treasury

By:

Title:

Date:

SECRETARY-TREASURER

6/30/14

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DEPARTMENT

BALDINGER BAKING LIMITED PARTNERSHIP  
DRIVERS CONTRACT

1/1/2012 – 12/31/2016

AGREEMENT BETWEEN

BALDINGER BAKING LIMITED PARTNERSHIP

and.

BAKERY, LAUNDRY, ALLIED SALES DRIVERS AND  
WAREHOUSEMENT UNION, LOCAL 289

Affiliated with the  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

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THIS AGREEMENT, made and entered into this first day of January, 2011, by and between Baldinger Baking LP, hereinafter referred to as the "Company" and Bakery, Laundry, Allied Sales Drivers and Warehousemen Union, Local 289, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union".

## ARTICLE I JURISDICTION

Section 1: The Company agrees to recognize Local Union No. 289, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America as the sole collective bargaining agent for all employees covered by this Agreement.

Section 2: The parties agree that all employees subject to the jurisdiction of the Union shall become members of the Union no later than thirty-one (31) days after the commencement of their employment and shall remain in good standing thereafter, subject to the limitations of any applicable law. A discharge of any employee for failure to comply with the foregoing provisions of this section shall be deemed a discharge for just cause under the terms of this Agreement.

Section 3: The parties agree that for the first 90 days of employment, Employees shall be considered on probation and the discharge of any employee during this period shall be final and no action whatsoever shall be taken by the union with regard to such discharge.

Section 4: CHECK/OFF The Employers agree to deduct the Union's periodic Dues and Initiation Fees from the pay of each employee who individually authorizes said deductions in writing and to remit the amount so deducted to the Union. Said deduction authorization shall be in such form as to conform with Section 302 (C) of the Labor Management Relations Act of 1947.

Section 5: The Company agrees that local No. 289 has jurisdiction in the following territory in the State of Minnesota, being in that part South and East of the North and West boundaries of the following counties: Yellow Medicine, Renville, Sibley, Scott, Dakota, Ramsey, and Washington.

Section 6: The Company agrees to report any new employee hired to the Union office within one (1) week after starting to work (membership in Union to begin in accordance with section 2 of this Article).

Section 7: It is agreed that all employees covered by this Working Agreement, shall be hired according to the terms of this contract, and no other agreement, method of remuneration or agreement between the Company and employees shall supersede the terms of this working Agreement.

Section 8: It is hereby agreed by and between the Company and the Union that the Union has the sole and exclusive right to contract for the employees covered by this Working Agreement, and that there are no other conditions of employment which will be recognized by the parties hereto, or which will constitute a basis of legal liability except the wages and conditions expressed in this contract or agreed upon in writing between the Company and the Union;

Section 9: It is hereby agreed by and between the Company and the Union that independent breadmen, so called "peddlers", will not be used for the purpose of replacing any full-time employee. Provided, however, that nothing in this contract shall be construed to prevent pickup of product at our dock by the designated distributor controlled by our customer.

**ARTICLE XII**  
**PENSION**

**Central States:**

The employer agrees to continue as a participant in the Central States, Southeast and Southwest Area Pension Fund. The weekly contribution rates will be:

January 1, 2011	\$132.90
January 1, 2012	\$143.30
January 1, 2013	\$154.80
January 1, 2014	\$167.20
January 1, 2015	\$180.60
January 1, 2016	\$195.00

**Twin Cities Bakery Drivers Pension:**

The employer agrees to enter the Twin Cities Bakery Drivers Pension Fund on January 1, 2006, the following contribution rates:

\$40 per week

No contribution is required for those employees who work less than 20 hours per week.

**ARTICLE XIII**  
**Management Rights**

Except as specifically limited by an expressed provision of this Agreement, all of the rights, prerogatives and authority which the Employer had prior to the execution of the first Agreement between the parties are retained and remain solely and exclusively with the rights of management. By way of example only and not in limitation thereof, these rights include the management, operation and maintenance of facilities; the right to select, hire and terminate employment; the right to promulgate rules and policies and to enforce such rules and policies; direct the work force, schedule work, determine what work is to be done and by whom.

## COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and entered into this March 19, 2012 by and between BANK ONE BUILDING CORPORATION, a subsidiary of JP Morgan Chase & Co. , (hereinafter referred to as "Employer") and Teamsters Local No. 705, an affiliate of the International Brotherhood of Teamsters, (hereinafter referred to as the "Union").

### ARTICLE 1 Recognition

Section 1. Recognition. The Employer recognizes the Union as the Sole and exclusive bargaining representative of the Employees in the classifications listed in Article and as follows:

It is understood and agreed that the three (3) bargaining unit classifications, covered by the terms of this Agreement, shall consist of the following:

Working Foreman  
Driver/Installer  
Helper/Installer

Section 2. Working Foreman. The Employer shall have sole discretion in selection, promotion and demotion of the individuals for the Working Foreman position(s), provided other bargaining unit members are given equal consideration with outside candidates, for the filling of any openings in this classification. Layoff and recall of Working Foremen shall be strictly by seniority. Layoffs in the Driver/Installer and Helper/Installer classifications shall be on the basis of skill, ability and seniority. Where the Driver/Installer and Helper/Installer's skills and ability are substantially the same, then seniority shall prevail.

Section 3. New Hires. Newly hired Employees shall be on probation for the first thirty (30) calendar days, during which period they may be terminated with or without just cause but without recourse to the Grievance and Arbitration procedures of this contract. Although the Employer is free to issue written warnings, it may not issue a disciplinary suspension during the probationary period without just cause and subject to the Grievance and Arbitration provisions. No Employee discharged during the probationary period shall be rehired during the following twenty-four (24) calendar month period

Section 4. Warehousing. In the event the Employer opens its own warehouse within a one hundred (100) mile radius of the Chase Tower Chicago Building, those employees shall be included in this bargaining unit and be covered by this CBA. The Employer agrees to provide notice to the Union and bargain those new terms and conditions which would apply to this classification.

### ARTICLE 2 Union Security

Section 1. All present Employees who are members of the Union on the effective date of this Agreement or on the date this Agreement is executed, whichever is later, shall remain members of the Union in good standing as a condition of employment. All present Employees who are not members of the Union and all Employees who are hired hereafter, shall become and remain members in good standing as a condition of employment on and after the thirty-first day following the beginning of their employment or on and after the thirty-first day following the effective date of this Agreement whichever is later. An Employee who has failed to acquire or thereafter maintain membership in the Union as herein provided shall be terminated seventy-two (72) hours after his Employer has received written notice from an authorized representative of the Union certifying that membership has been and is continuing to be offered to such Employee on the same basis as all other members, and further, that the Employee has had notice and opportunity to make all dues payments. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National

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(d) Effective October 1, 2014, the contribution shall be increased to a maximum of three hundred sixty eight dollars and no cents (\$ 368.00);

as determined by the Fund Trustees and with written notice to the Employer.

At the Union's discretion, with ratification by the members, wages may be reduced and reallocated to the Health and Welfare Fund in order to maintain Level 1 coverage.

### Section 3. Terms of Contributions.

(a) The amount per Employee per week shall be paid for each Employee covered by this Agreement for any week in which such Employee performs any services for the Employer even when such services are not performed under the terms of this Agreement.

(b) If an Employee is absent because of non-occupational illness or injury covered by the Family Medical Leave Act, the Employer shall pay the required payment for a period of up to twelve (12) weeks.

(c) If an Employee is absent because of occupational illness or injury, the Employer shall pay the required payment for a period of twelve (12) months.

(d) The obligation to make the above payments shall continue during periods when a new Collective Bargaining Agreement is being negotiated.

(e) All leaves of absence, when granted by the Employer, in addition to the requirements of the parties, shall be conditioned upon the Employer and the Employee making satisfactory arrangements for paying the weekly payments to the Fund, and at all times the payment shall be made by the Employer for the period of such granted leave of absence.

(f) Whenever an Employer is not obligated to make payment to the Fund for an absent Employee, then the Employee shall make the required payment as permitted by the Trustees.

(g) Contributions required to be paid hereunder shall be paid for all days off which are paid for under the Holiday and Vacation provisions of this Agreement.

Section 4. Delinquent Payments. Whenever the Union in its reasonable sole discretion determines that the Employer is delinquent in making payments to the Health & Welfare Fund (Article 6) or the Pension Fund (Article 7), as required under this Agreement or the rules and regulations of the respective Funds, then the Union may strike the Employer to enforce payment. The Union will send the Employer fifteen (15) days prior written notice by certified mail specifying the alleged delinquencies. This provision shall not be subject to and is specifically excluded from the Grievance Procedure (Article 19). The Employer shall be responsible for any losses of any Health and Welfare or Pension benefits resulting thereby and reimbursement of all wages lost because of any action taken by the Union, provided the Union complies with the notice provisions herein.

Section 5. Military Clause. The Employer shall pay the Health & Welfare Fund contributions on Employees on leave of absence for training in the Military Reserve or National Guard, but not to exceed fourteen (14) days. The Employer shall continue to pay Health and Welfare contributions for regular active Employees involuntarily called to active duty status from the military reserves or the National Guard during periods of war or military conflict, but such contributions shall only be paid for a maximum period of twelve (12) months.

## ARTICLE 7 Pension Fund

Section 1. Identification of the Fund. The Pension Fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREA PENSION FUND, Central States Fund. All Employers, Employees, participants, legal representatives, dependents, relatives, and all persons and parties shall be bound by all rules and procedures of the Fund.

Section 2. Employer payments to the Central States, Southeast and Southwest Area Pension Fund shall be in the same manner described in this Section:

Section 3. Employer contributions to the Fund. (a) Effective October 1, 2011 the Employer shall contribute to a the Pension Fund Class 17 B, the sum of one hundred eighty two dollars and twenty cents (\$182.20) per week for each Employee covered by this Agreement beginning with the first day worked.

(b) Effective October 1, 2012, the Employer's weekly contribution to the Pension Fund shall be one hundred ninety three dollars and ten cents (\$193.10);

(c) Effective October 1, 2013, the Employer's weekly contribution shall be two hundred dollars and eighty cents (\$200.80);

(d) Effective October 1, 2014, the Employer's weekly contribution shall be two hundred eight dollars and eighty cents (\$ 208.80);

Section 4. Contribution requirements. (a) The amount per Employee per week shall be paid for each Employee of the Employer in the unit classifications covered by this Agreement for any week in which such Employee performs any services for the Employer even when such services are not performed under the terms of this Agreement.

(b) If an Employee is absent because of non-occupational illness or injury covered by the Family Medical Leave Act, the Employer shall pay the required payment for a period of up to twelve (12) weeks.

(c) If an Employee is absent because of occupational illness or injury, the Employer shall pay the required payment for a period of twelve (12) months.

(d) The obligation to make the above payments shall continue during periods when a new Collective Bargaining Agreement is being negotiated.

(e) During unpaid leaves of absence and lay offs the Employer shall not be required to make payments. The Employee may self pay to the extent allowed by the Fund.

(f) Contributions required to be paid hereunder shall be paid for all days off which are paid for under the Holiday and Vacation provisions of this Agreement.

Section 5. Delinquent Payments. Whenever the Union in its reasonable sole discretion determines that the Employer is delinquent in making payments to the Pension Fund (Article 7), as required under this Agreement or the rules and regulations of the respective Funds, then the Union may strike the Employer to enforce payment. The Union will send the Employer fifteen (15) days prior written notice by certified mail specifying the alleged delinquencies. This provision shall not be subject to and is specifically excluded from the Grievance Procedure (Article 19). The Employer shall be responsible for any losses of any Pension benefits resulting thereby and reimbursement of all wages lost because of any action taken by the Union, provided the Union complies with the notice provisions herein.

Section 6. Military Clause. The Employer shall pay Pension Fund contributions on Employees on leave of absence for training in the Military Reserve or National Guard, but not to exceed fourteen (14) days. The Employer shall continue to pay Pension Fund contributions for regular active Employees involuntarily called to active duty status from the military reserves or the National Guard during periods of war or military conflict, but such contributions shall only be paid for a maximum period of twelve (12) months.



agreed upon.

Section 2. If the Union or, at its option, a Certified Public Accountant designated by the Union, certifies in writing specifically that an Employer is violating the wage scale, hours of work, vacation, applicable Health & Welfare provisions or Pension provisions or working conditions or other terms or conditions of employment, based upon the records for an audit as provided in this Agreement, then the grievance procedure shall have no application to such facts and circumstances and the Union shall be permitted all legal economic recourse including the right to strike notwithstanding anything to the contrary contained in this Agreement.

Section 3. In the event that the Certified Public Accountant determines that the Employer is violating the Agreement, the cost of the Certified Public Accountant's services shall be borne solely by the Employer.

In the event that the report indicates that the Employer has not violated the Agreement, the cost shall be borne solely by the Union. In the event the report indicates that the Employer has violated the Agreement then the Union may strike, or take any other economic or legal action against the Employer to force payment of the Certified Public Accountant's fees, attorney fees and court cost and back wages due the Employee, to remedy the violation. It is understood and agreed between the Employer and the Union that this provision shall not be subject to and is specifically excluded from the grievance procedure (Article 19).

#### **ARTICLE 29** **Reopening**

Section 1. In the event of war, declaration of emergency or imposition of mandatory economic controls, the adoption of a National Health Program, or any Congressional or Federal agency action which has a significantly adverse effect on the financial structure of the trucking industry, during the life of this Agreement, either party may re-open the same upon sixty (60) days' prior written notice and request renegotiations of this Agreement directly affected by such action. Upon the failure of the parties to agree in such negotiations within the 'subsequent sixty (60) day period either party shall be permitted all lawful economic recourse to support the request for revision. If government approved revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

#### **ARTICLE 30** **Contract Term**

Section 1. This Agreement shall be in full force and effect from October 1, 2011, through and including September 30, 2015, and shall continue from year to year thereafter unless written notice of a desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Section 2. Where no such cancellation or termination notice is served and the parties desire to continue this Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve the other a notice at least sixty (60) days prior to September 30, 2015, or September 30th of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

Section 3. Revisions agreed upon or ordered shall be effective as of October 1, 2015, or October 1st of any subsequent contract year. The respective parties shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree thereon.

IN WITNESS WHEREOF, the Bargaining Unit has ratified this Agreement March 31, 2012 and parties hereto have executed this Agreement on \_\_\_\_\_, 2012 to be effective as of October 1, 2011.

A SUBSIDIARY OF JP MORGAN CHASE & CO.,

SIGNED FOR THE UNION:  
TRUCK DRIVERS, OIL DRIVERS, FILLING  
STATION AND PLATFORM WORKERS'  
UNION, LOCAL No. 705,  
an Affiliate of the International Brotherhood of  
Teamsters  
1645 W. Jackson Blvd.  
Chicago, IL 60612

Chase Tower Chicago  
Floor PL  
10 South Dearborn  
Chicago, Illinois 60603

Redacted by  
U.S. Treasury

7.26.12

William McHenry, Managing Director

Date



Redacted by U.S. Treasury

João Campos, Secretary-Treasurer

Date

Redacted by U.S. Treasury

Joseph Bakes, President

Date

Redacted by U.S. Treasury

Richard de Vries, Union Representative

Date

10/31/2012

Redacted by U.S. Treasury

Employee Representative

Date

Redacted by U.S. Treasury

Employee Representative

Date

SIGNED FOR THE EMPLOYER:  
BANK ONE BUILDING CORPORATION

**RECEIVED**

OCT 31 2012

TRAFFIC  
DEPARTMENT

## Appendix D. Wage and Hour Calculation

Article 27 Section 1 provides. "(1) that each person who performs subcontracted overflow loads shall receive the full economic equivalent of the wages, hours and other conditions of employment provided for in this Agreement, Appendix D." In order to define this phrase the following will be applied.

### Economic Equivalent

The "economic equivalent" is equal to Bank rate scale of wages plus the Bank rate being paid for Health and Welfare divided by forty times the hours worked plus the Bank rate being paid for pension divided by forty times the hours worked. The Economic Equivalent will be adjusted annually on October 1 to follow the wage, Health & Welfare, and Pension increases.

### Economic Equivalent Examples 2011

#### Example: 1. Straight time

\$ 28.25	The Bank scale for a CDL Driver is making on October 1, 2011
7.00	The Bank cost of Health and Welfare is \$ 280.00 per week. \$280.00/40hours equals an hourly rate of \$ 7.00 per hour.
4.55	The Employer weekly payment to Central States Pension is \$182.20. 182.20/40 equals \$4.55 per hour.
<hr/>	
\$ 39.80	per hour is the economic equivalent for straight time work.

#### Example 2. Over time work.

\$42.38	The Bank time and one half rate for a CDL Driver is making on April 30, 2008.
7.00	The Employer cost of Health and Welfare is \$280.00 per week. \$280.00/40hrs. equals an hourly rate of \$ 7.00 per hour.
4.55	The Employer weekly payment to Central States Pension is \$133.90. \$133.90 /40 equals \$3.35 per hour.
<hr/>	
\$53.93	per hour is the "economic equivalent" for over time work.

### Hours and other conditions

For purpose of this Appendix "hours and other conditions" will include:

1. A 4 hour minimum of work on week days after 5:00 work, Saturday, Sunday and Holidays,
2. and a eight (8) hour minimum will apply to work on weekdays, Monday through Friday on all work starting on of after 6:00 a.m. and before 5:00 p.m.,
3. and premium rates of double time apply on Sundays and Holidays.

### Allocation of monies

An employee of a signator employer working for a subcontractor of the Bank will receive the full wage equal to that of a Bank Employee of similar classification. The subcontractor will receive the Health and

Welfare money and the Pension contribution to be allocated as described by the Bank when the Bank contracts with the sub-contractor.

If an employee of the subcontractor is not eligible for a employer contribution to the Health and Welfare Fund or the 401(k) Fund, the monies in the economic equivalent which would have been allocated to the subcontractor for payment into the Funds will be paid to the employee as wages.

## AGREEMENT

### Preamble

Barry Trucking, Inc. hereinafter referred to as "Barry" or the "Employer" and Teamsters "General" Local Union No. 200 of Milwaukee, WI, which is affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union," agree to be bound by the terms and conditions of this Agreement effective the 1<sup>st</sup> day of January 2014, except as may otherwise be provided:

## ARTICLE 1

### Parties

**Section 1 - Employer.** Barry is a contract and common motor carrier with its principal place of business and a centralized dispatch facility located at Milwaukee, WI, and is engaged primarily in the transportation of freight within and outside of the state of Wisconsin.

**Section 2 - Union.** Local Union No. 200 is the exclusive bargaining representative of Barry's drivers working out of its Milwaukee facility, hereinafter referred to as "covered employees". Such Local Union is hereinafter referred to as the "Local Union" or "Union".

**Section 3 - Agreement Binding on the Parties Hereto.** This Agreement and any Supplements hereto, hereinafter referred to collectively as the "Agreement", shall be binding upon the parties hereto.

## ARTICLE 2

### Scope of the Agreement

**Section 1 - Covered Employees.** This Agreement shall cover the Milwaukee drivers employed by Barry only in connection with the operations described in Article 1, Section 1 hereof and is not intended to cover operations not historically covered by this or prior Agreements between the Union and the Employer.

**Section 2 - Bargaining Unit.** All Barry drivers covered by this Agreement shall constitute, and are hereby acknowledged by the parties to be, a separate, distinct and appropriate bargaining unit and shall constitute one separate and distinct bargaining unit.

**Section 3 - Supplements.** The Employer and the Local Union may negotiate and enter into Supplements to this Agreement.

Realizing that circumstances may arise during the term of this Agreement that may make it necessary to negotiate lower rates or methods of pay to maintain or acquire accounts from other employers who pay their employees wages and benefits and have other conditions of employment that are

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular regular covered employees shall be submitted directly to the grievance procedure 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 subject to the grievance procedure.

### **ARTICLE 39**

#### **Pension Plan**

Effective January 1, 2014, the Employer shall continue to contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of \$209.20 per week for each regular employee covered by this Agreement who has worked thirty (30) days or more. It is understood that per Central States, Southeast and Southwest Areas Pension Fund "PPA Schedule" that the annual pension rate will be \$217.60 per week January 1, 2015 and \$226.30 per week January 1, 2016.

### **ARTICLE 40**

#### **Pickup and Delivery of Freight**

Nothing in this Agreement shall restrict, in any way, any pickup and/or delivery by any of the Employer's drivers.

### **ARTICLE 41**

#### **Separability and Savings Clause**

If any Article, Section or Subsection of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article, Section, or Subsection should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article, Section, or Subsection 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 affected thereby.

In the event that any Article, Section, or Subsection is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for purpose of arriving at a mutually satisfactory replacement for such Article, Section, or Subsection during the period of invalidity or restraint. There shall be no limitations of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

**ARTICLE 42**

**Duration**

**Section 1 – Term.** The Agreement shall be in full force and effect from January 1, 2014 to and including December 31, 2016 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

**Section 2 – Extensions.** Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions to this Agreement, either party may serve upon the other a written notice at least sixty (60) days prior to December 31, 2016 or December 31<sup>st</sup> of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

**Section 3 – Revisions.** Revisions agreed upon or ordered shall be effective as of January 1, 2017 or January 1<sup>st</sup> of any subsequent contract year. The respective parties shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree thereon.

**Section 4 – Extension of Notice Deadlines.** In the event of an inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Subsection, the expiration date of this Agreement shall be the sixty-first (61<sup>st</sup>) day following such notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 15<sup>th</sup> day of Dec, 2014, to be effective January 1, 2014, except as to those areas where it has been otherwise agreed between the parties.

Redacted by U.S. Treasury UNION NO: 200:

Thomas L. Millonzi, Secretary Treasurer

FOR BARRY TRUCKING, INC.:

Redacted by U.S. Treasury

Darla Brzenk, President

JAN 06 2015  
CONFIDENTIAL

**COLLECTIVE BARGAINING AGREEMENT**  
**between**  
**BASSETT TRANSPORTATION d/b/a/ A & C CARRIERS, INC.**  
**and**  
**GENERAL TEAMSTERS LOCAL UNION, NO. 7**

This Agreement effective the 15<sup>th</sup> day of November, 2013, is by and between Bassett Transportation d.b.a. A & C Carriers, Inc. whose principal address is 3730 Wyoming, Ave, A, Dearborn, Mi. Suite 48120 (hereinafter referred to as the "Company") and Teamsters Local Union No. 7, Affiliated with the International Brotherhood of Teamsters, whose principal address is 3330 Miller Road, Kalamazoo, Mi. 49003 (hereinafter referred to as the "Union"). This Agreement is made with reference to the following facts and circumstances:

- A. Union and Company are desirous of preventing strikes and lockouts and other cessation's of work and employment, as well as maintaining a uniform wage scale.
- B. The Company and Union are also desirous of facilitating peaceful adjustment of all grievances, which may arise from time to time between the Company and its employees, and further of promoting and approving peaceful industrial and economic relations between the parties.

**IT IS THEREFORE AGREED:**

**ARTICLE 1**  
**SCOPE OF AGREEMENT**

**Section 1.1. Operations Covered.** The execution of this Tank Truck Agreement on the part of the Employer shall cover all over-the-road and local tank truck operations of the Employer.

**Section 1.2. Employees Covered.**

(a). The employees covered by this Agreement shall include any and all of the employees of the Employer employed directly by 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 shared or leased equipment shall be operated by an employee of the certificated or permitted carrier. The Employer expressly reserves the right to control the manner, means and details of and by which the owner-operator performs his services, as well as the ends to be accomplished.

**Section 1.3. Transfer of Company Title or Interest.** This Agreement and the supplemental Agreements hereto, hereinafter referred to collective as "Agreement" shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation, or rights only, are sold, leased, transferred or taken over by sale, transfer, lease,

**RECEIVED**

APR 21 2014

CONTRACT  
DEPARTMENT



**ARTICLE 26**  
**HEALTH AND WELFARE BENEFITS**

See Rider Attached.

**ARTICLE 27**  
**PENSIONS**

See Rider Attached.

**ARTICLE 28**  
**POSTING OF AGREEMENT**

A copy of this Agreement shall be posted in a conspicuous place in each garage or terminal.

**ARTICLE 29**  
**SYMPATHETIC ACTION**

**Section 29.1** In the event of a labor dispute between any Employer or Union party to this Agreement, during the course of which such Union engages in lawful economic activities which are not in violation of this Agreement, then any other affiliate of the International Brotherhood of Teamsters having an agreement with such Employer, shall have the right to engage in lawful economic activity against such Employer in support of the Union which is party to this Agreement notwithstanding anything to the contrary in the Agreement between such Employer and such other affiliate.

**ARTICLE 30**  
**SEPARABILITY AND SAVINGS CLAUSE**

**Section 30.1** If any Article or Section of this Contract or any Riders thereto should be held invalid by operation of law or by any 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 or the Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into

**RIDER**  
**TO THE**  
**A&C CARRIERS INC. MASTER TANK TRUCK**  
**AGREEMENT**  
**AND WITH**  
**GENERAL TEAMSTERS UNION, 7**  
**COVERING THE NILES EMPLOYEES**  
**OF**  
**A&C CARRIERS, INC.**

provisions of this contract, including paid vacations and weeks where work is performed for the Company.

All payments into the Michigan Conference of Teamsters Welfare Fund must be made within fifteen (15) days from the end of each calendar month to the Michigan Conference of Teamsters Welfare Fund 2700 Trumbull Avenue, Detroit, Michigan 48216.

## **SECTION 2. PENSION**

### **The Central States Southeast and Southwest Area Pension Plan:**

Effective November 15, **2013**, the Employer shall contribute to the Central States Southeast and Southwest Area Pension Fund the sums listed below per day or tour of duty either worked or compensated to a maximum of five (5) days per week for each active seniority employee covered by this Agreement.

<b>Effective 11/15/2013</b>	<b>\$52.90 per day</b>
<b>Effective 11/15/2014</b>	<b>\$56.10 per day</b>
<b>Effective 11/15/2015</b>	<b>\$59.50 per day</b>

### **Section 3 Temporary Employees.**

Any employee who works either temporarily or in a case of emergency under the terms of this contract shall not be covered by the provisions of this Article.

### **Section 4. Illness**

If any employee is absent because of illness or off the job injury and notifies the Company of such absence, the Company will continue to make the required contributions for four (4) weeks from the time the illness or injury began. If any employee is injured on the job, the Company shall continue to pay the required contributions until the employee returns to work, provided such contributions are not paid for a period of more than three (3) months.

## **ARTICLE III**

**SECTION 2. Pension**

**Central States Southeast and Southwest Area Pension Plan:**

Effective November 15, 2013, the Employer shall contribute to the Central States Southeast and Southwest Area Pension Fund the sums listed below per day or per tour of duty either worked or compensated to a maximum of five (5) days per week for each active seniority employee covered by this Agreement.

Effective 11/15/2013 **\$52.90** per day  
Effective 11/15/2014 **\$56.10** per day  
Effective 11/15/2015 **\$59.50** per day

Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a monthly period in the payment of his contribution, the Pension Fund in accordance with rules and regulations of the Trustees of such fund and after proper official of the Local Union shall have given seventy two (72) hours notice 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 in the such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom. It is agreed that the Pension Fund will be separately administered jointly by the Employers and Union in compliance with laws and regulations, both state and federal.

**ARTICLE 42**  
**DURATION**

**Section 42.1.** This Agreement shall be in full force and effect from November 15, 2003 to and including November 14, 2016, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

**Section 42.2.** Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to November 14, 2016, or November 14<sup>th</sup> of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

**Section 42.3.** Revisions agreed upon or ordered shall be effective as of November 15, 2013, or November 15<sup>th</sup> of any subsequent contract year. The respective parties shall be permitted all legal or economic recourse to support their request for revision if the parties fail to agree thereon.

**Section 42.4.** In the event of an inadvertent failure by either party to give notice set forth in Section 1 and 2 of this Article, such party may give such notice at any time prior to the termination or automatic renewal of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

**FOR THE COMPANY**

Bassett Transport d/b/a A&C Carriers

BY Redacted by U.S. Treasury  
It's President

**FOR THE UNION**

Teamsters Local Union No. 7  
Affiliated with the International Brotherhood of Teamsters

BY Redacted by U.S. Treasury SOC. TRBS.  
It's BUSINESS AGENT

**COLLECTIVE BARGAINING AGREEMENT**  
**between**  
**BASSETT TRANSPORTATION d/b/a/ A & C CARRIERS, INC.**  
**and**  
**GENERAL TEAMSTERS LOCAL UNION, NO. 7**

This Agreement effective the 15<sup>th</sup> day of November, 2013, is by and between Bassett Transportation d.b.a. A & C Carriers, Inc. whose principal address is 3730 Wyoming, Ave, A, Dearborn, Mi. Suite 48120 (hereinafter referred to as the "Company") and Teamsters Local Union No. 7, Affiliated with the International Brotherhood of Teamsters, whose principal address is 3330 Miller Road, Kalamazoo, Mi. 49003 (hereinafter referred to as the "Union"). This Agreement is made with reference to the following facts and circumstances:

- A. Union and Company are desirous of preventing strikes and lockouts and other cessation's of work and employment, as well as maintaining a uniform wage scale.
- B. The Company and Union are also desirous of facilitating peaceful adjustment of all grievances, which may arise from time to time between the Company and its employees, and further of promoting and approving peaceful industrial and economic relations between the parties.

**IT IS THEREFORE AGREED:**

**ARTICLE 1**  
**SCOPE OF AGREEMENT**

**Section 1.1. Operations Covered.** The execution of this Tank Truck Agreement on the part of the Employer shall cover all over-the-road and local tank truck operations of the Employer.

**Section 1.2. Employees Covered.**

(a). The employees covered by this Agreement shall include any and all of the employees of the Employer employed directly by 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 shared or leased equipment shall be operated by an employee of the certificated or permitted carrier. The Employer expressly reserves the right to control the manner, means and details of and by which the owner-operator performs his services, as well as the ends to be accomplished.

**Section 1.3. Transfer of Company Title or Interest.** This Agreement and the supplemental Agreements hereto, hereinafter referred to collective as "Agreement" shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation, or rights only, are sold, leased, transferred or taken over by sale, transfer, lease,

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DEPARTMENT

**ARTICLE 26**  
**HEALTH AND WELFARE BENEFITS**

See Rider Attached.

**ARTICLE 27**  
**PENSIONS**

See Rider Attached.

**ARTICLE 28**  
**POSTING OF AGREEMENT**

A copy of this Agreement shall be posted in a conspicuous place in each garage or terminal.

**ARTICLE 29**  
**SYMPATHETIC ACTION**

**Section 29.1** In the event of a labor dispute between any Employer or Union party to this Agreement, during the course of which such Union engages in lawful economic activities which are not in violation of this Agreement, then any other affiliate of the International Brotherhood of Teamsters having an agreement with such Employer, shall have the right to engage in lawful economic activity against such Employer in support of the Union which is party to this Agreement notwithstanding anything to the contrary in the Agreement between such Employer and such other affiliate.

**ARTICLE 30**  
**SEPARABILITY AND SAVINGS CLAUSE**

**Section 30.1** If any Article or Section of this Contract or any Riders thereto should be held invalid by operation of law or by any 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 or the Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into

**RIDER**  
**TO THE**  
**A&C CARRIERS INC. MASTER TANK TRUCK**  
**AGREEMENT**  
**AND WITH**  
**GENERAL TEAMSTERS UNION, 7**  
**COVERING THE NILES EMPLOYEES**  
**OF**  
**A&C CARRIERS, INC.**



provisions of this contract, including paid vacations and weeks where work is performed for the Company.

All payments into the Michigan Conference of Teamsters Welfare Fund must be made within fifteen (15) days from the end of each calendar month to the Michigan Conference of Teamsters Welfare Fund 2700 Trumbull Avenue, Detroit, Michigan 48216.

## **SECTION 2. PENSION**

### **The Central States Southeast and Southwest Area Pension Plan:**

Effective November 15, **2013**, the Employer shall contribute to the Central States Southeast and Southwest Area Pension Fund the sums listed below per day or tour of duty either worked or compensated to a maximum of five (5) days per week for each active seniority employee covered by this Agreement.

<b>Effective 11/15/2013</b>	<b>\$52.90 per day</b>
<b>Effective 11/15/2014</b>	<b>\$56.10 per day</b>
<b>Effective 11/15/2015</b>	<b>\$59.50 per day</b>

### **Section 3 Temporary Employees.**

Any employee who works either temporarily or in a case of emergency under the terms of this contract shall not be covered by the provisions of this Article.

### **Section 4. Illness**

If any employee is absent because of illness or off the job injury and notifies the Company of such absence, the Company will continue to make the required contributions for four (4) weeks from the time the illness or injury began. If any employee is injured on the job, the Company shall continue to pay the required contributions until the employee returns to work, provided such contributions are not paid for a period of more than three (3) months.

## **ARTICLE III**

**SECTION 2. Pension**

**Central States Southeast and Southwest Area Pension Plan:**

Effective November 15, 2013, the Employer shall contribute to the Central States Southeast and Southwest Area Pension Fund the sums listed below per day or per tour of duty either worked or compensated to a maximum of five (5) days per week for each active seniority employee covered by this Agreement.

Effective 11/15/2013 **\$52.90** per day  
Effective 11/15/2014 **\$56.10** per day  
Effective 11/15/2015 **\$59.50** per day

Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a monthly period in the payment of his contribution, the Pension Fund in accordance with rules and regulations of the Trustees of such fund and after proper official of the Local Union shall have given seventy two (72) hours notice 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 in the such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom. It is agreed that the Pension Fund will be separately administered jointly by the Employers and Union in compliance with laws and regulations, both state and federal.

**ARTICLE 42**  
**DURATION**

**Section 42.1.** This Agreement shall be in full force and effect from November 15, 2003 to and including November 14, 2016, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

**Section 42.2.** Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to November 14, 2016, or November 14<sup>th</sup> of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

**Section 42.3.** Revisions agreed upon or ordered shall be effective as of November 15, 2013, or November 15<sup>th</sup> of any subsequent contract year. The respective parties shall be permitted all legal or economic recourse to support their request for revision if the parties fail to agree thereon.

**Section 42.4.** In the event of an inadvertent failure by either party to give notice set forth in Section 1 and 2 of this Article, such party may give such notice at any time prior to the termination or automatic renewal of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

**FOR THE COMPANY**

Bassett Transport d/b/a A&C Carriers

BY Redacted by U.S. Treasury  
It's President

**FOR THE UNION**

Teamsters Local Union No. 7  
Affiliated with the International Brotherhood of Teamsters

BY Redacted by U.S. Treasury SOC. TRBS.  
It's BUSINESS AGENT

**COLLECTIVE BARGAINING AGREEMENT**  
between  
**BASSETT TRANSPORTATION d/b/a/ A & C CARRIERS, INC.**  
and  
**GENERAL TEAMSTERS LOCAL UNION, NO. 406**

This Agreement effective the 15<sup>th</sup> day of November, 2013, is by and between Bassett Transportation d.b.a. A & C Carriers, Inc. whose principal address is 3730 Wyoming Ave, Suite A, Dearborn, Mi. 48120 (hereinafter referred to as the "Company") and General Teamsters Local Union No. 406, Affiliated with the International Brotherhood of Teamsters, whose principal address is 3315 Eastern Avenue, S.E., Grand Rapids, Michigan 49508 (hereinafter referred to as the "Union"). This Agreement is made with reference to the following facts and circumstances:

- A. Union and Company are desirous of preventing strikes and lockouts and other cessations of work and employment, as well as maintaining a uniform wage scale.
- B. The Company and Union are also desirous of facilitating peaceful adjustment of all grievances, which may arise from time to time between the Company and its employees, and further of promoting and approving peaceful industrial and economic relations between the parties.

**IT IS THEREFORE AGREED:**

**ARTICLE 1**  
**SCOPE OF AGREEMENT**

**Section 1.1. Operations Covered.** The execution of this Tank Truck Agreement on the part of the Employer shall cover all over-the-road and local tank truck operations of the Employer.

**Section 1.2. Employees Covered.**

(a). The employees covered by this Agreement shall include any and all of the employees of the Employer employed directly by 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 shared or leased equipment shall be operated by an employee of the certificated or permitted carrier. The Employer expressly reserves the right to control the manner, means and details of and by which the owner-operator performs his services, as well as the ends to be accomplished.

**Section 1.3. Transfer of Company Title or Interest.** This Agreement and the supplemental Agreements hereto, hereinafter referred to collectively as "Agreement" shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation, or rights only, are sold, leased, transferred or taken over by sale, transfer, lease,

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FEB 27 2014

**CONTRACT  
DEPARTMENT**

**ARTICLE 26**  
**HEALTH AND WELFARE BENEFITS**

See Rider Attached.

**ARTICLE 27**  
**PENSIONS**

See Rider Attached

**ARTICLE 28**  
**POSTING OF AGREEMENT**

A copy of this Agreement shall be posted in a conspicuous place in each garage of terminal.

**ARTICLE 29**  
**SYMPATHETIC ACTION**

**Section 29.1** In the event of a labor dispute between any Employer or Union party to this Agreement, during the course of which such Union engages in lawful economic activities which are not in violation of this Agreement, then any other affiliate of the International Brotherhood of Teamsters having an agreement with such Employer, shall have the right to engage in lawful economic activity against such Employer in support of the Union which is party to this Agreement notwithstanding anything to the contrary in the Agreement between such Employer and such other affiliate.

**ARTICLE 30**  
**SEPARABILITY AND SAVINGS CLAUSE**

**Section 30.1** If any Article or Section of this Contract or any Riders thereto should be held invalid by operation of law or by any 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 or the Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into

RIDER  
TO THE  
A & C CARRIERS, INC. MASTER TANK TRUCK AGREEMENT  
AND WITH  
GENERAL TEAMSTERS UNION, LOCAL NO. 406  
COVERING THE MUSKEGON EMPLOYEES.  
OF  
A & C CARRIERS, INC.

Section 2. Pension:

The Central States Southeast and Southwest Area Pension Plan:

Effective November 15, 2013, the Employer shall contribute to the Central States Southeast and Southwest Area Pension Fund the sum of \$52.90 per day or tour of duty either worked or compensated, to a maximum of five (5) days per week for each seniority employee covered by this Agreement.

Effective 11/15/2013 \$52.90 per day or tour of duty

Effective 11/15/2014 \$56.10 per day or tour of duty

Effective 11/15/2015 \$59.50 per day or tour of duty

Section 3: Training Pay:

The rate of pay for training a new employee shall be \$20.50 per day for the life of the agreement.

Article III: Termination of Agreement:

Section 1.

This Agreement shall be in full force and effect from November 15, 2013, to and including November 14, 2016, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2.

It is further provided where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to November 14, 2016, or of any subsequent contract year, advising that such party desires to continue this Agreement but also desire to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic resources to support their request for revisions if the parties fail to agree thereon.

Section 3.



3315 EASTERN AVENUE, S.E. • GRAND RAPIDS, MI 49508-2484  
 616-452-1651 • 1-800-526-8211 • FAX 616-452-6364  
 WWW.TEAMSTERS406.ORG

BASSETT TRANSPORTATION d/b/a/ A & C CARRIERS, INC  
 ACCOUNT NO. 0624500-0101-486-A

LETTER OF UNDERSTANDING AND AGREEMENT

The undersigned acknowledge and agree that pension contributions will be paid to Central States on behalf of all employees, including casual, after thirty (30) calendar days on the Employer's payroll.

The undersigned also acknowledge and agree that new employees who perform work as described in the parties' collective bargaining agreement effective November 15, 2008 shall work under the provisions of this agreement, but shall be employed only on a sixty (60) working days, or ninety (90) calendar days, whichever comes sooner, trial basis, during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After sixty (60) working days, or ninety (90) calendar days, whichever comes sooner, the employee shall be placed on the regular seniority list.

BASSETT TRANSPORTATION  
 d/b/a/ A & C CARRIERS, INC

GENERAL TEAMSTERS  
 LOCAL UNION NO. 406

Signed: Redacted by U.S. Treasury

Signed: Redacted by U.S. Treasury

Title: President

Title: Secretary - Teamsters

Date: March 12, 2009

Date: 3/17/09

APPLIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS



**ARTICLE 42**  
**DURATION**

**Section 42.1.** This Agreement shall be in full force and effect from November 15, 2013 to and including November 14, 2016, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

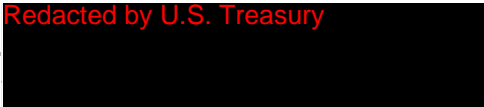
**Section 42.2.** Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to November 14, 2016, or November 14<sup>th</sup> of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

**Section 42.3.** Revisions agreed upon or ordered shall be effective, as of November 15, 2013, or November 15<sup>th</sup> of any subsequent contract year. The respective parties shall be permitted all legal or economic recourse to support their request for revision if the parties fail to agree thereon.

**Section 42.4.** In the event of an inadvertent failure by either party to give notice set forth in Section 1 and 2 of this Article, such party may give such notice at any time prior to the termination or automatic renewal of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

**FOR THE COMPANY:**

Bassett Transport d/b/a A&C Carriers

BY 

It's President

**FOR THE UNION:**

General Teamsters Local Union No. 406  
Affiliated with the International Brotherhood of  
Teamsters.

BY 

It's Secretary-Treasurer

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FEB 27 2014

**CONTRACT  
DEPARTMENT**

AGREEMENT

BETWEEN

TEAMSTERS "GENERAL" LOCAL UNION NO. 200



AND

JOE BAUMHARDT SAND & GRAVEL COMPANY

June 1, 2013 to May 31, 2016 **RECEIVED**

JUL 29 2013

**CONTRACT  
DEPARTMENT**

## DUMP TRUCK AGREEMENT

This Agreement is entered into between Joe Baumhardt Sand and Gravel Company, its successors and assignees, hereinafter referred to as the "Employer" and Teamsters "General" Local Union No. 200, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

Witnesseth, that the parties hereto, for and in consideration of the mutual promises and obligations hereinafter imposed and mutual benefits derived agree to and with each other as follows:

### ARTICLE 1 - SCOPE OF OPERATIONS COVERED

It is understood and agreed that this Agreement shall cover all work performed by employees of the Employer in the classifications of work covered by this Agreement, for the purpose of collective bargaining with the geographical jurisdiction of the Union. This Agreement shall not apply to Agriculture Hauling or School Bus and Charter Service.

### ARTICLE 2 - RECOGNITION AND UNION SECURITY

#### **Section 1.**

The Employer recognizes and acknowledges that the Union is the exclusive representative of all employees in the classifications of work designated in EXHIBIT A hereto attached and made a part hereof, for the purpose of collective bargaining, as provided by the National Labor Relations Act and the Wisconsin Employment Relations Act.

a. All present employees who are members of the Union on the effective date of this subsection, or on the date of the execution of this Agreement, whichever is the later, shall remain members of the Union in good standing, as a condition of employment. All present employees who are not members of the Union, and all employees who are hired hereafter shall become and remain members in good standing of the Union, as a condition of employment, on and after the seventh (7th) day following the beginning of their employment, or on and after the seventh (7th) day following the effective date of this subsection, whichever is the later. The provisions of this subsection shall not be enforced, unless the requirements of state law, if any, are met.

b. When the Employer needs additional employees, he shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

c. Nothing contained in this Section shall be construed so as to require the Employer to violate any applicable law.

contributions for a period of thirty (30) days.

**Section 7.**

If an employee is on seasonal layoff, or a leave of absence, he may make the full contribution into the insurance plan of the Employer, for a period of temporary layoff or leave of absence. The employee must also retain his seniority status.

**Section 8.**

The foregoing shall not be applicable to part-time employees and to employees who have only casual employment (including students and teachers) from June 1st through the week including Labor Day.

**ARTICLE 19 - PENSION**

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 regular employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective June 1, 2014, the Employer shall contribute the sum of Two Hundred Seventy Four Dollars (\$274.00) per week. Effective June 1, 2015, the Employer shall contribute the sum of Two Hundred Ninety Nine Dollars and Forty Cents (\$299.40) per week.

**ARTICLE 20 - POSTING OF NOTICE**

The Employer agrees to the posting on the bulletin board, within his business premises, of notice of Union meetings, etc., by an elected or appointed official to the Union.

**ARTICLE 21 - UNION ACTIVITIES**

An employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as such officer of the Union, nor shall there be any discrimination against any employee because of Union membership or activities.

**ARTICLE 22 - INSPECTION PRIVILEGES**

A Union Business Agent shall have access to the Employer's place of business during working hours, for the purpose of adjusting disputes and ascertaining that the Agreement is being adhered to provided he shall not unreasonably interfere with work being performed.

**LABOR AGREEMENT BETWEEN**

**BAY VALLEY FOODS, LLC**  
a subsidiary of TreeHouse Foods, Inc.  
Dixon, IL

**AND**

**LOCAL #722**

**AFFILIATED WITH THE  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS;  
CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA**

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**APR 07 2014**

**CONTRACT  
DEPARTMENT**

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**EFFECTIVE: December 29, 2013 through and including December 27, 2016**

## AGREEMENT

THIS AGREEMENT, is made and entered into this twenty-ninth day of December, 2013, by and between BAY VALLEY FOODS, LLC, a subsidiary of TreeHouse Foods, Inc., Dixon, Illinois hereinafter called the COMPANY, party of the first part and LOCAL UNION #722 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, hereinafter called the UNION, party of the second part, for the purpose of establishing rates of pay, wages, hours of work and conditions of employment to be observed between the parties hereon;

### ARTICLE 1 - RECOGNITION

#### Section 1.1

The Company agrees to recognize and does hereby recognize the Union, its agents, representatives or successors as the exclusive bargaining agency for all production employees at the Company's plant at Dixon, Illinois, excluding office and clerical employees, guards and supervisory personnel as defined in the National Labor Relations Act.

#### Section 1.2

The Company will neither negotiate nor make collective agreements for any of its employees in the bargaining unit hereby covered during the term of this Agreement unless it is through duly authorized representatives of the Union.

#### Section 1.3

The Company agrees that it will not sponsor or promote financially or otherwise any group or labor organization for the purpose of undermining the Union; nor will it interfere with, restrain, coerce or discriminate against any of the employees in connection with their membership in the Union.

### ARTICLE 2 - UNION SECURITY

#### Section 2.1

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 thirty-first (31) day following the beginning of their employment or the effective date of this Agreement whichever is later, that the continued employment by the Company 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; that the continued employment of persons who were in the employ of the Company 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 (31) day following the execution of this Agreement. Dues shall be paid for the month the thirty-first (31) day of employment falls in.

will not be compensated to attend this meeting. One shop steward may be appointed by the Union for each thirty (30) employees in the bargaining unit covered by this Agreement.

Section 1.7.2

An Ad-Hoc committee, consisting of four (4) people, two (2) selected by the Union committee and two (2) selected by management will be used in the selection of candidates for the working leader position. The committee will propose names of individuals to be considered for the working leader position. It is understood that working leader position will not be posted for bid. The committee will then select an individual to be offered the working leader position. Equal consideration shall be given to seniority and qualification in making such selection. If there should be a deadlock over the selection, then management's rights prevail, with management retaining the right to make the decision on the selection and the Union retaining the right to grieve the decision on the selection.

The Ad-Hoc committee shall meet and discuss in the case of adding or deleting permanent duties of an employee and/or a classification.

**ARTICLE 18.- HEALTH AND WELFARE (PENSION PLAN)**

1. The Company agrees to pay into the Central States Southeast and Southwest Areas Health and Welfare Fund for Health/Welfare (Plan PA) for each of its eligible employees effective March 1, 2010. Benefits and co-payments begin after the employee completes the required sixty (60) day probationary period.

a) Upon ratification, the employee weekly premium contribution will not increase. On January 1, 2015, employees will contribute thirteen (13) percent of the total premium and on January 1, 2016, employees will contribute fifteen (15) percent of the total premium. Employees will contribute per week toward the premium cost as follows:

	Effective Upon Ratification	Effective 01/01/15	01/01/16
Employee Only	\$21.35	\$23.27*	\$29.54*
Employee plus Child	\$30.60	\$28.46*	\$31.30*
Employee plus Spouse	\$30.60	\$39.64*	\$50.31*
Employee plus Family	\$34.60	\$47.58*	\$60.39*

\*Not to Exceed Rates

Contributions will be pre-tax dollars.

The Company agrees to bear the responsibility for the full contribution regardless of whether the Company can collect co-pays from employees.

b) Retiree Coverage

1. The Company agrees to pay for retiree coverage as follows:
    - a. Must be at least age 57 with 15 years of service to the Company and 20 years of contributions into the Central States Southeast and Southwest Areas Plan.
    - b. Must be covered by the Central States Southeast and Southwest Areas Health and Welfare Plan (PA) at the time of retirement.
    - c. Must elect coverage when first eligible and contributions by the Company will be continuous and uninterrupted.
    - d. Employees hired after 01/01/2010 are not eligible for contributions by the Company for Retiree Coverage.
  2. Effective 03/01/10, retirees under age 65 will have the option to have contributions paid on their behalf to Central States Southeast and Southwest Areas Health and Welfare Fund under Plan R4. The Company will pay the required rates for retiree coverage appropriate for the retiree's age group as dictated by Central States Southeast and Southwest Areas Health and Welfare Fund. Retirees will not be mandated to contribute to the premium as long as annual increases charged to the Company are reasonable and customary.
  3. Effective 03/01/10, retirees over the age of 65 will be offered the Humana Medicare Advantage Plan ('TeamCare Gold'). Retirees over age 65 will not be mandated to contribute to the premium as long as annual increases charged to the Company by Humana are reasonable and customary.
2. The Company agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each of its eligible employees on the following basis:
- a) Payments to start after the employee completes thirty (30) days of employment.
  - b) Contributions to the Pension Fund Schedule B will be as follows:
    - Effective 12/29/13 - \$116.50 per week
    - Effective 12/29/14 - \$121.20 per week
    - Effective 12/28/15 - \$126.00 per week

The Company will continue contributions for a period of four (4) weeks, when the employee is absent due to non-occupational illness or injury. The Company will continue contributions for a maximum of nine (9) months, when the employee is absent due to occupational illness or injury. An employee on leave of absence desiring to have their contributions continued, must pay to the Company the applicable rate per week in advance, and the Company will forward this sum to the Health/Welfare and Pension Funds.

The Company shall make available to all employees, a Savings and Investment Plan (SIP), which may be contributed on an individual basis.



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**LABOR AGREEMENT BETWEEN**

**BAY VALLEY FOODS,**

**AND**

**GENERAL TEAMSTERS LOCAL UNION NO. 662**

**AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**RECEIVED**

**NOV 13 2013**

**CONTRACT  
DEPARTMENT**

This Agreement, made and entered into by and between Bay Valley Foods, located at Green Bay, Wisconsin, party of the first part, and hereinafter termed the Employer, and General Teamsters Local Union No. 662, located at Green Bay, WI, and affiliated with the International Brotherhood of Teamsters, party of the second part, hereinafter called the Union.

WHEREAS: Both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating a peaceful adjustment of all grievances which may arise from time to time between the Employer and its employees; and of promoting and improving peaceful industrial and economic relations between the parties.

WITNESSETH:

#### ARTICLE 1 - RECOGNITION, UNION SHOP AND DUES:

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 and listed in Schedule "A".

Section 1A - It is agreed that this Agreement shall not apply to superintendents, heads of departments, office workers, salespersons, chemists, administrative employees, management trainees and seasonal employees engaged exclusively in the receiving or handling of green cucumbers or other farm products grown by or sold to the Company.

Section 2 - All present employees 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 31<sup>st</sup> day following the beginning of their employment or on and after the 31<sup>st</sup> day following the effective date of this subsection of the date of this Agreement, whichever is the later.

Section 3 - Should any member of the Union be suspended or expelled from the Union, the Employer agrees to discharge such person within seven (7) days after receiving due notice from the officials of the Union, provided, however, that such discharge shall not contravene the provisions of the Labor Management Relations Act, as amended.

Section 4 - The Employer agrees to deduct from the pay of each employee all dues and/or initiation fees of Local Union No. 662 and pay such amount deducted to said Local Union No. 662 for each and every employee, provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Local Union.

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 any 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 Health and Welfare Fund during the period of absence. Contributions shall be made for an employee on lay off who performs work in a calendar week.

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.

Contributions to the Health and Welfare Fund must be made for each week on each regular or extra employee, even though such employee may only work part-time under the provisions of the 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 health and welfare fund,

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

## ARTICLE 20 – PENSION

Section 1 – The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred thirty-two dollars and thirty cents (\$132.30) per week effective April 28, 2013, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. 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. The employer's contribution will be increased to one hundred forty dollars and twenty cents (\$140.20) per week effective April 28, 2014. The employer's contribution will be increased to one hundred forty-eight dollars and sixty cents (\$148.60) per week effective April 28, 2015. The employer's contribution will be increased to one hundred fifty-four dollars and fifty cents (\$154.50) per week effective April 28, 2016.

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 required contributions

into the Pension Fund during the period of absence. Contributions shall be made for an employee on lay-off who performs work in a calendar week.

Section 3 – 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 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

Section 4 – Action for delinquent contributions may be instituted by the Local Union or the Trustees. Employers who are delinquent must also pay all attorney's fees and costs of collection.

#### ARTICLE 21 – PAY PERIOD

All regular employees covered by this Agreement shall be paid in full each week. Not more than seven (7) days shall be held from a regular employee. The Union and Employer may, by mutual agreement, provide for semi-monthly pay periods. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose, upon request of individual employees or Union Representatives.

#### ARTICLE 22 – BONDS

Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

The primary obligation to procure the bond shall be on the Employer. If the Employer cannot arrange for a bond within ninety (90) days, it must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement. If proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his/her own bonding arrangements, standard premiums only on said bond to be paid by the Employer. A standard premium shall be that premium paid by the Employer for bonds applicable to all other of its employees in similar classifications.

If there is any excess premium to be paid, it shall be paid by the employee. Cancellations of a bond after once issued, shall not be cause for discharge, unless the bond is canceled for cause which occurs during working hours or is due to the employee having given fraudulent statement in obtaining said bond.

#### ARTICLE 23 – LOSS OR DAMAGE

Employees shall not be charged for loss or damage unless clear proof of negligence is shown. This Article is not to be construed as applying to charging employees for damage to equipment.

unemployment benefit period. The Employer waives the privilege of allocating vacation pay to past, present or future weeks of unemployment.

ARTICLE 32 – FUNERAL LEAVE

In case of necessity, due to death in the employee's immediate family, the Company will pay for the employee's lost time, provided it occurs on a scheduled work day at this regular straight time rate, not to exceed eight (8) hours per day for a period not to exceed three (3) days.

An employee's immediate family means: Husband, wife, mother, father, children, mother-in-law, father-in-law or sister and brother.

An employee who is off for vacation, leave of absence, layoff or worker's compensation, shall not be paid bereavement pay. If bereavement falls on a paid holiday, the employee shall be paid holiday pay and not bereavement pay on top of the holiday pay.

ARTICLE 33 – NON-DISCRIMINATION

The Company and the Union agree that to the extent required by various applicable federal, state and local statutes, there shall be no discrimination against any employee or applicant for employment with respect to wages, hours of work or other terms and conditions of employment because of race, color, creed, religion, sex, age, national origin, marital status, Vietnam era veterans or disabled veterans. The Company and the Union further agree to comply with the requirements of the Americans with Disabilities Act and the Family Medical Leave Act. Any accommodations made pursuant to any of these legal obligations shall not waive or modify the terms or conditions of this Agreement, as it applies to any other individual other than those so accommodated.

ARTICLE 34 – TERM OF AGREEMENT

This Agreement shall go into effect July 1, 2013, and shall continue in full force and effect through and including June 30, 2016, and will continue thereafter from year to year, unless notice of termination is given by either party at least sixty (60) days prior to June 30, 2016, or sixty (60) days prior to June 30<sup>th</sup>, in any year thereafter.

Signed this 1<sup>st</sup> day of November, 2013.

FOR THE EMPLOYER

FOR THE UNION

BAY VALLEY FOODS, LLC

GENERAL TEAMSTERS LOCAL UNION  
NO. 662

Redacted by U.S. Treasury

Redacted by U.S. Treasury

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**RECEIVED**

NOV 13 2013

CONTRACT  
DEPARTMENT

15.

**MICHIGAN RIDER  
TO MASTER CEMENT AGREEMENT**

**ARTICLE 1  
Wages and Hours**

**Section 1** - The wages to be paid the driver shall be calculated on a percentage basis which percentage shall include time spent in all operations in transporting a load, including; but not limited to, fueling, hookup, loading, unloading, waiting time, impassable highways, layovers, and collecting C.O.D.'s. Employees shall be paid at the hourly rate for any combined loading and/or unloading time in excess of two (2) hours for any single trip. The percentage of the Employer's revenue to be paid the Employee shall be twenty-four (24%) percent of the carrier's revenue for any load which has a payload of up to 68,000 pounds. In respect to loads which have a payload in excess of 68,000 pounds, the percentage of the carrier's revenues to be paid the Employee shall be twenty (20%) percent. In addition, breakdown time shall be paid. In the event another bargaining unit employee pre-loads, that employee shall be paid the hourly rate per load and such amount shall be deducted from the percentage pay of the employee transporting said load (provided that any pre-load after the first shall be voluntary, unless no other employee is available). Where cement or similar commodities are transported one (1) way in any one (1) trip, the percentage rate of compensation shall apply for the hauling of such loads. Where cement or similar commodities are transported from both directions, including steel on a return trip, the percentage method of pay shall apply one (1) way, plus the rate of pay in the applicable Central States Area Agreement for all time spent for the return trip.

**Section 2** - Hourly rates including, amongst others, loading and/or unloading time in excess of two (2) hours for any single trip, breakdown time, holidays and sick days shall be as follows:

<u>Effective Date</u>	<u>Hourly Amount</u>
July 1, 2010	\$ 15.50
July 1, 2011	\$ 15.70
July 1, 2012	\$ 15.80
July 1, 2013	\$ 15.90
July 1, 2014	\$ 16.00

**ARTICLE 2  
Unloading**

**Section 1** - It is agreed and understood that the driver shall not be allowed to physically load or unload bag cement in the State of Michigan. In the States of Ohio and Indiana where the driver is required to assist in the unloading of bag cement, the Employer shall have the same privilege in such States.

Any Employee employed one year or more, who has worked fifty (50%) percent of the work days during the four (4) month period ending October 31<sup>st</sup> shall be entitled to two (2) personal days, provided seventy-two (72) hours notice is given.

In all other respects, Section 30.1 of the Master Agreement shall remain in full force and effect.

Section 7 - With regard to Article 31 of the Master Agreement, the total Health & Welfare Fund contributions are as follows:

The Employer shall contribute to the Michigan Conference of Teamsters Health and Welfare Fund Plan 245 for each employee covered by this Agreement, who has been on the payroll thirty (30) days or more, the following:

<u>Effective Date</u>	<u>Weekly Amount</u>
6/27/2010	\$ 303.35
4/3/2011	\$ 314.65
4/1/2012	\$ 331.50
3/31/2013	\$ 360.65
3/30/2014	\$ 386.85
3/29/2015	MOB

If an Employee misses work for any reason, there shall be deducted from the wages due that Employee, one-fifth (1/5) of the health and welfare contribution paid by the Employer in behalf of that Employee for that week, provided, however, that if the employee has worked five (5) out of seven (7) days in that week (computed from Monday to Sunday) then and in this event the Employer shall pay the total health and welfare contribution in behalf of that Employee for such week without any deduction for any day or days missed.

Contributions shall be made to the applicable 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 paragraph.

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

Section 8 - With regard to Article 32 of the Master Agreement, the Contribution to the Central States Southeast and Southwest Areas Pension Fund for the term of this agreement will be:

<u>Effective Date</u>	<u>Daily Amount</u>
July 1, 2010	\$ 47.60
July 1, 2011	\$ 50.50
July 1, 2012	\$ 53.00
July 1, 2013	\$ 55.10
July 1, 2014	\$ 57.30

If an Employee misses work for any reason, there shall be deducted from the wages due that Employee, one-fifth (1/5) of the pension contribution paid by the Employer in behalf of that Employee for that week, provided, however, that if the Employee has worked five (5) out of seven (7) days in that week (computed from Monday to Sunday) then and in this event the Employer shall pay the total pension contribution in behalf of that employee for such week without any individual deduction for any day or days missed.

Section 9 - Daily guarantees.

Employees shall be guaranteed a minimum of six (6) hours when called in.

Section 10 - License plate fees.

Each owner-operator leasing a tractor without trailer to the employer shall be reimbursed for sixty percent (60%) of the Michigan tractor license cost based upon a one-twelfth (1/12) monthly proration for each month said tractor is operating or available for operation in the service of the employer.

Section 11 - Delete Section 2:2, Article 2 of the Master Agreement and provide in lieu thereof:

Probationary employees:

(a) A new probationary employee shall work under the provisions of this Agreement but shall be employed only on a thirty (30) days trial basis, during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union Members,

1. Any new employee must work thirty (30) cumulative work days within any ninety (90) calendar day period and upon completion thereof, shall be considered a regular employee and placed on the seniority list. Such employee's seniority date for all purposes shall be established as of the first day worked in such ninety (90) calendar day period in which he meets the requirements aforementioned.

This provision shall not apply to any Union employee transferring from one Union company to another Union company. There shall be no break in health and welfare benefits should an employee transfer from one Union company to another.

2. Any day worked, regardless of whether or not he was used as a replacement shall be counted in determining whether or not he has qualified under the above provisions. It is understood that a man can gain seniority by qualifying under the above provisions only.

In case of discipline within the thirty-day waiting period; the Employer shall notify the Local Union in writing.



IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 25 day of April, 2011, effective as of July 1, 2010.

NEGOTIATING COMMITTEES:

CEMENT CARRIERS  
ASSOCIATION OF MICHIGAN

By:   
For the Union:

CEMENT AND ALL DRY BULK  
COMMODITIES COMMITTEE FOR THE  
STATE OF MICHIGAN

By:   
L. J. BEAL & SON, INC.

LOCAL NO. 164, affiliate of  
International Brotherhood  
of Teamsters

By: 

  
By: Richard F. Schwarz, President

**RECEIVED**

MAY 06 2011

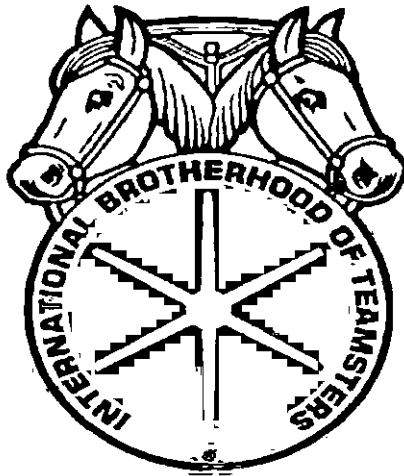
CONTACT  
DEPARTMENT

AGREEMENT

BETWEEN

BECKER IRON & METAL

AND



MISCELLANEOUS DRIVERS,  
HELPERS, HEALTH CARE,  
AND  
PUBLIC EMPLOYEES  
LOCAL UNION NO. 610,  
Affiliated with the International Brotherhood of Teamsters.

November 1, 2013

to

October 31, 2018

**RECEIVED**

**OCT 25 2013**

**CONTRACT  
DEPARTMENT**

## **AGREEMENT**

This Agreement made and entered into this 1st day of November, 2013, by and between the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, Local No. 610, or its successors, hereinafter referred to as the "Union" and BECKER, IRON & METAL, or its successors, hereinafter referred to as the "Company".

### **ARTICLE 1.00 NON-DISCRIMINATION**

1.01 The Company and the Union agree that they will not discriminate against an employee or applicant for employment for or on account of his affiliation or activities with the Union or because of race, color, creed, religion, national origin or age as provided by law.

### **ARTICLE 2.00 RECOGNITION**

2.01 The Company agrees to and does hereby recognize Union as the sole and exclusive bargaining agent of all truck drivers.

### **ARTICLE 3.00 UNION SECURITY AND CHECK OFF**

3.01 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 30th day following the beginning of their employment or the execution date of this Agreement whichever is the later; that the continued employment by the Company in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Company 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 30th day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required time shall obligate the Company, upon written notice from the Union to such effect and to the further effect that Union membership was available to other members, to forthwith discharge such person. Further, the failure to any person to maintain his Union membership in good standing, as required herein, shall, upon written notice to the Company from the Union to such effect, obligate the Company to discharge such person.

3.02 If any Article or Section of the Contract or any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or

Effective: November 1, 2013

\$70.00 per month

17.02 The Company shall continue to make such payments for the life of this Agreement.

17.03 By the execution of this Agreement, the Company agrees 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.

17.04 If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of two (2) months. If an employee is injured on the job, the Company 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 Company shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence.

17.05 Contributions to the Trust Fund must be made for each regular employee, even though such employee may work only part-time under the provisions of this contract, and although contributions may be made for those months where work is performed for the Company but not under the provisions of this contract, and although contributions may be made for those months into some other 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.

17.06 The intent of this Article is to provide those benefits outlined in the Trust Agreement creating the Teamsters Local 610 Prescripticare Trust Fund and the parties hereby agree that any language change in this Article necessary to be in compliance to provide those benefits shall be agreed to and incorporated as though fully set out herein, as long as the basic intent of this Article is not changed by any additional or modified language, and further that the schedule of payments may not be altered during the term of this Agreement, by such automatic language change.

## ARTICLE 18.00 PENSIONS

18.01 The Company shall contribute weekly for each truck driver covered by this Agreement who has been on the payroll thirty (30) days or more to the Central States, Southeast and Southwest Area Pension Fund as follows:

Effective	Per Week
Effective November 1, 2013-----	\$101.70
Effective November 1, 2014-----	\$105.80
Effective November 1, 2015-----	\$110.00
Effective November 1, 2016-----	\$114.40
Effective November 1, 2017-----	\$119.00

18.02 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 Companies who are party to this Contract are also parties.

18.03 By the execution of this Agreement, the Company authorizes the Company's Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Company 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.

18.04 If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of eight (8) weeks. If an employee is injured on the job, the Company 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 Company 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.

18.05 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 Company but not under the provisions of this Contract, and although contributions may be made to some other Pension Fund.

**ARTICLE 19.00  
NOTICES**

19.01 All notices provided for in this Agreement shall be in writing, and shall be given to the other party in person or shall be sent to the other party by mail, postage prepaid, and shall be deemed given as of the date sent.

Notices to the Union shall be addressed as follows:

Teamsters Local Union No. 610  
11472 Schenk Drive

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BECO CONCRETE PRODUCTS, INC.

AND

TEAMSTERS LOCAL 682

**RECEIVED**

JUN 16 2015

**CONTRACT  
DEPARTMENT**

FEBRUARY 1, 2015 – JANUARY 31, 2016

**AGREEMENT**

**BECO CONCRETE PRODUCTS, INC.**

**2015 – 2016**

This Agreement, made this 1st day of February 2015 by and between Beco Concrete Products, Inc., hereinafter designated as 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, St. Louis, Missouri, affiliated with the International Brotherhood of Teamsters, hereinafter designated as the "Union".

Witnesses as follows:

Whereas, the parties hereto mutually desire to stabilize working conditions and to provide a method for harmonious cooperation between the Employer and the employees for their mutual welfare and advantage and to accomplish fair and peaceful adjustment of all disputes which may arise, without interruption of the business of the Employer, and to that end the Employer and the Union are representatives of the employees and for and on their behalf do hereby agree and bind themselves to the following terms and Agreements.

**ARTICLE I - RECOGNITION**

SECTION 1. The Employer recognizes the Union as the exclusive bargaining agent for all pipe delivery truck drivers engaged in delivering pipe and products for the Company in St. Louis, Missouri.

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.

## ARTICLE XI - PENSION

SECTION 1. Effective May 1, 2015 and in accordance with Article XII, Section 1, the Employer agrees to contribute the sum of Forty-Four Dollars and Eighty Cents (\$44.80) per day for each employee covered by this Agreement for any day such employee works, up to a maximum of Two Hundred Twenty-Four (\$224.00) per week, for each employee who has been on the payroll thirty (30) days or more.

Effective May 1, 2015, for each day the Employer makes the total contribution for the employee as set forth above, a payroll deduction of Seventeen Dollars and Eighty-Four Cents (\$17.84) will be made from the employee's paycheck, or such other amount as may be necessary to make the required contribution over and above the Employer's share of Twenty-Six Dollars and Ninety-Six cents (\$26.96).

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

Employees shall have the option in moving up in pension if made available by Central States. Any additional contributions shall be deducted from wages.

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.

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, provided such illness or injury is properly substantiated by a medical certificate. 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.

Notwithstanding anything herein contained it is agreed that in the event any Employer is delinquent at the end of a period (one calendar month) in the payment of its contributions to the pension fund created under this contract, the properly designated official of the local Union, after having 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.



**McCARTHY, LEONARD & KAEMMERER, L.C.**

ATTORNEYS AT LAW

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JOSEPH BLANNER

JAMES P. TOWEY, JR.\*  
TODD A. MASSA\*  
ROBERT A. MILLER\*  
JAMES R. WALSH\*  
KRISTEN L. MALY\*\*  
PETER A. ROTH  
BRYAN M. KAEMMERER  
TIMOTHY J. AHRENHOERSTERBAEUMER  
MARK G. MCLEAN\*  
ANDREW M. LAMMERT\*

LAURA H. STOBIE  
BENJAMIN W. SMITH\*  
MARIO A. GIANINO\*  
SAMUEL F. STRILER  
BRIAN M. DOUGLAS  
GENAVIEVE M. FIKES\*  
NATALIE C. BOHLEBER  
ROSS E. ROCHAT\*

\* ALSO LICENSED IN ILLINOIS  
\*\* ALSO LICENSED IN INDIANA  
\*\*\* ALSO LICENSED IN COLORADO

April 23, 2015

LETTER OF UNDERSTANDING

The purpose of this Letter of Understanding which is entered by and between Beco Concrete Products, Inc. and Teamsters Local 682, concerns the 2015 labor negotiations.

The parties have agreed upon terms and conditions for the next three years, namely, February 1, 2015 thru January 31, 2018. However, the parties will actually have three, one-year contracts for successive one-year periods running from February 1 thru the following January 31 of each such year; the total therefore to cover the period of February 1, 2015 thru January 31, 2018.

The purpose of having one-year contracts is to allow the Company to option to consider drawing, it at all, from the Central States fund.

If the Company proposes to do so, the parties understand that they must agree on a new Pension Plan or other arrangement in lieu of the Central States Plan. Further, the parties agree that the "total package" cost will not be lower even in the face of a new Pension Plan, if any.

Furthermore, whether or not the Company proposes to withdraw in either 2016 or 2017 from said Central States Plan, the parties agree that there shall be an 80 cent increase effective February 1, 2016, the total package to be apportioned between health and welfare and the balance to wages. Again, as of February 1, 2017, the total package increase as of February 1, 2017 shall be 80 cents and again, apportioned between any increase in health and welfare and the balance to go to wages.

Further, should the parties agree to stay in the Central States Plan in 2016 effective May 1, 2016 then and in accordance with Article XII, Section 1, the Employer agrees to contribute the sum of Forty-Six Dollars and Sixty Cents (\$46.60) per day for each employee covered by this Agreement for any day such employee works, up to a maximum of Two Hundred Thirty-Three Dollars (\$233.00) per week, for each employee who has been on the payroll thirty (30) days or more.

April 23, 2015

Page 2

Effective May 1, 2016, for each day the Employer makes the total contribution for the employee as set forth above, a payroll deduction of Nineteen Dollars and Sixty-Four Cents (\$19.64) will be made from the employee's paycheck, or such other amount as may be necessary to make the required contribution over and above the Employer's share of Twenty-Six Dollars and Ninety-Six cents (\$26.96).

In the case of the period February 1, 2017 thru January 31, 2018, should the parties agree to stay in the Central States Plan, the following also applies:

Effective May 1, 2017 and in accordance with Article XII, Section 1, the Employer agrees to contribute the sum of Forty-Eight Dollars and Fifty Cents (\$48.50) per day for each employee covered by this Agreement for any day such employee works, up to a maximum of Two Hundred Forty-Two Dollars and Fifty Cents (\$242.50) per week, for each employee who has been on the payroll thirty (30) days or more.

Effective May 1, 2017, for each day the Employer makes the total contribution for the employee as set forth above, a payroll deduction of Twenty-One Dollars and Fifty-Four Cents (\$21.54) will be made from the employee's paycheck, or such other amount as may be necessary to make the required contribution over and above the Employer's share of Twenty-Six Dollars and Ninety-Six cents (\$26.96).

\* \* \* \*

Again, all of the above increases have been agreed upon between the Parties and is hereby confirmed. If the parties remain in the Central States Plan, the above pension increases are hereby confirmed.

If the parties agree to a new pension plan lieu of Central States, the Parties agree to the total package enumerated above, will not be less.

SO AGREED:

Beco Concrete Products, Inc.

Teamsters Local Union 682

By: \_\_\_\_\_

Redacted by U.S. Treasury

By: \_\_\_\_\_

Redacted by U.S. Treasury

**RECEIVED**

**JUN 16 2015**

**CONTRACT  
DEPARTMENT**

AGREEMENT  
between  
BEHNKE, INC.  
and  
TEAMSTERS LOCAL UNION NO. 7  
affiliated with  
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

EFFECTIVE  
December 1, 2011  
Through  
NOVEMBER 30, 2016

**RECEIVED**

MAR 11 2013

**CONTRACT  
DEPARTMENT**

## INTRODUCTION

THIS AGREEMENT, made and entered into, by and between Behnke, Inc., located at 600 North Helmer Road, Battle Creek, Michigan, party of the first part, and hereinafter termed the Employer, and Teamsters Local Union No. 7, affiliated with the International Brotherhood of Teamsters, located in Kalamazoo, Michigan, party of the second part, hereinafter called the Union.

WHEREAS: Both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; maintaining a fair wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties;

WITNESSETH:

## ARTICLE I RECOGNITION: UNION SHOP AND DUES

**Section 1. Recognition:** 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 and listed in the attached Schedule "A", employed by it at its Battle Creek, Michigan, facility.

**Section 2. Union Shop:** The Employer agrees that as a condition of continued employment, all present and future employees covered by this Agreement shall become and remain members in good standing in Local Union No.7, no later than the 91st day following an employee's date of hire or the 91st day following the effective date of this agreement, whichever is the later.

**Section 3. Check-Off:**

(a) 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 and agrees to remit to said Local 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.

(b) 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, initiation fees (full or installment), or uniform assessments owed and to be deducted for such month from the pay of such member, and the Employer shall deduct such amount from the first paycheck following receipt of statement of certification of the member and remit to the

**ARTICLE XVIII**  
**PENSION**

(a) The Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund 18B, for each employee covered by this Agreement who is on the regular seniority list, unless otherwise specified, a contribution to provide PENSION FUND PARTICIPATION at the following rate per week:

Prior to 1/20/2013	1/20/2013	12/1/2013	12/1/2014	12/1/2015
The last amount specified in the prior collective bargaining agreement	\$259.00	\$269.40	\$280.20	\$291.40

The pension increases are represented by the Union as the maximum rates and the Company has relied on this representation.

(b) All payments into the Pension Fund must be made within fifteen (15) days from the end of the calendar month for which the Employer is remitting to AMERICAN NATIONAL BANK, ACCOUNT NO. 7000 (PENSION), which bank has been made depository for the Central States SE & SW Areas Pension Fund.

(c) Contributions to the 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 Agreement including paid vacations and 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 Funds. Employees who either temporarily or in cases of emergency work under the terms of this Agreement shall not be covered by the provisions of this Article.

(d) If an employee is absent for a personal medical leave, including FMLA leave for the employee's own serious medical condition and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of two (2) weeks. If an employee is absent because of an on the job injury, the Employer shall continue to make the required contributions for a maximum of fifteen (15) weeks.

(e) 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 to the Welfare and Pension Funds during the period of absence.

(f) It is agreed that the Pension Funds will be administered jointly by the Employer and Union in compliance with all applicable Laws and regulations, both state and federal.

AGREEMENT

BEILSMITH BROTHERS, INC.

2004-2009

THIS AGREEMENT MADE AND ENTERED INTO EFFECTIVE THE 1ST DAY OF MAY, 2004. BY AND BETWEEN BEILSMITH BROTHERS, INC. ITS SUCCESSORS OR ASSIGNS. HERINAFTER 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, HERINAFTER REFERRED TO AS 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 EMPLOYER 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 EMPLOYER AS HEREIN DEFINED AND SET FORTH IN THE FOLLOWING ARTICLE.

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. 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 OR THE EXECUTION DATE OF THIS AGREEMENT, WHICHEVER IS THE LATER; THAT EFFECTIVE FROM AND AFTER THE THIRTY-FIRST (31ST) DAY FOLLOWING THE EXECUTION DATE OF THIS AGREEMENT, 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 PERSON TO BECOME A MEMBER OF THE UNION AT SUCH REQUIRED TIME 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 HIS UNION MEMBERSHIP IN GOOD STANDING AS REQUIRED HEREIN SHALL, UPON WRITTEN NOTICE TO THE EMPLOYER BY THE UNION, TO SUCH EFFECT, OBLIGATE THE EMPLOYER TO DISCHARGE SUCH PERSON.

TO WORK; HOWEVER, SUCH CONTRIBUTIONS SHALL NOT BE PAID FOR A PERIOD OF MORE THAN SIX (6) MONTHS.

NOTWITHSTANDING ANYTHING HERETIN CONTAINED IT IS AGREED THAT IN THE EVENT ANY EMPLOYER IS DELINQUENT AT THE END OF ANY PERIOD IN THE PAYMENT OF HIS CONTRIBUTION TO THE HEALTH AND WELFARE 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 UNION SHALL HAVE GIVEN SEVENTY-TWO (72) HOURS NOTICE TO THE EMPLOYER OF SUCH DELINQUENCY IN HEALTH AND WELFARE 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.

#### ARTICLE XX - PENSION

EFFECTIVE MAY 1, 2004 THE EMPLOYER SHALL CONTRIBUTE TO THE CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND THE SUM OF ONE HUNDRED TWENTY FOUR (\$124.00) PER WEEK FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT, WHO HAS BEEN ON THE PAYROLL THIRTY (30) DAYS, FOR THE TERM OF THIS AGREEMENT.

EMPLOYEES RECEIVING ANY COMPENSATION FOR ANY WEEK SHALL HAVE THIS CONTRIBUTION PAID FOR THE WEEK BY THE EMPLOYER. NO CONTRIBUTION SHALL BE MADE WHEN COMPENSATION IS RECEIVED FOR HOLIDAY PAY ALONE.

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. 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.

NOTWITHSTANDING ANYTHING HERETIN CONTAINED IT IS AGREED THAT IN THE EVENT ANY EMPLOYER IS DELINQUENT AT THE END OF ANY PERIOD IN THE PAYMENT OF HIS CONTRIBUTION TO THE 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 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.

#### ARTICLE XXI - JOB STEWARDS

SECTION 1. THE EMPLOYER RECOGNIZES THE RIGHT OF THE UNION TO DESIGNATE STEWARDS AND ALTERNATES.

THE AUTHORITY OF JOB STEWARDS AND ALTERNATES SO DESIGNATED BY THE UNION SHALL BE LIMITED TO, AND SHALL NOT EXCEED, THE FOLLOWING DUTIES AND ACTIVITIES:

1. THE INVESTIGATION AND PRESENTATION OF GRIEVANCES IN ACCORDANCE WITH THE PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT;

2. THE COLLECTION OF DUES, WHEN AUTHORIZED BY APPROPRIATE LOCAL UNION ACTION;

3. THE TRANSMISSION OF SUCH MESSAGES AND INFORMATION WHICH SHALL ORIGINATE WITH, AND ARE AUTHORIZED BY THE LOCAL UNION OR ITS OFFICERS, PROVIDED SUCH MESSAGES AND INFORMATION:

(A) HAVE BEEN REDUCED TO WRITING, OR,

(B) IF NOT REDUCED TO WRITING, ARE OF A ROUTINE NATURE, AND DO NOT INVOLVE WORK STOPPAGES, SLOW DOWNS, REFUSAL TO HAND GOODS, OR ANY OTHER INTERFERENCE WITH THE EMPLOYER'S BUSINESS.

JOB STEWARDS AND ALTERNATES HAVE NO AUTHORITY TO TAKE STRIKE ACTION, OR ANY OTHER ACTION INTERRUPTING THE EMPLOYER'S BUSINESS, EXCEPT AS AUTHORIZED BY OFFICIAL ACTION OF THE UNION.

THE EMPLOYER RECOGNIZES THESE LIMITATIONS UPON THE AUTHORITY OF JOB STEWARDS AND THEIR ALTERNATES, AND SHALL NOT HOLD THE UNION LIABLE FOR ANY UNAUTHORIZED ACTS. THE EMPLOYER IN SO RECOGNIZING SUCH LIMITATIONS SHALL HAVE THE AUTHORITY TO IMPOSE PROPER DISCIPLINE, INCLUDING DISCHARGE, IN THE EVENT THE SHOP STEWARD HAS TAKEN UNAUTHORIZED STRIKE ACTION, SLOW DOWN, OR WORK STOPPAGE IN VIOLATION OF THIS AGREEMENT.

#### ARTICLE XXII - OWNER OPERATORS

SECTION 1. THE PROVISIONS OF THIS ARTICLE HAVE BEEN NEGOTIATED AND AGREED UPON FOR THE SOLE PURPOSE OF CONTROLLING CIRCUMSTANCES WHICH THREATEN MAINTENANCE OF THE WAGE STRUCTURE ESTABLISHED ELSEWHERE IN THIS AGREEMENT. THE OBJECTIVE OF THE PARTIES IS TO PROTECT NEGOTIATED WAGE SCALES AGAINST POSSIBLE UNDERMINING THROUGH DIMINUTION OF OWNER-OPERATOR'S WAGES FOR DRIVING WHICH WOULD RESULT FROM A RENTAL OF THEIR EQUIPMENT TO EMPLOYERS COVERED BY THIS AGREEMENT FOR A SUM OR SUMS OF MONEY INSUFFICIENT IN AMOUNT TO COVER THEIR OPERATING COSTS. THE PARTIES SEEK TO PROHIBIT THOSE LEASES, RENTALS, AGREEMENTS, UNDERSTANDINGS, SCHEMES AND DEVICES, RELATING TO OWNER-OPERATOR'S EQUIPMENT WHICH MIGHT OTHERWISE BE UTILIZED FOR THE PURPOSE OF



# TEAMSTERS LOCAL 682

**PRESIDENT**  
BO RIMBRELL  
**BUSINESS MANAGER**  
**SECRETARY TREASURER**  
MATT STEWARD  
**VICE PRESIDENT**  
DAVE ARSBERG  
**RECORDING SECRETARY**  
GERALD HAYWORTH



**TRUSTEES**  
MIKE MOTSWOOD  
TINA BERTHA  
CHARLES MYER

**JERRY MORIUS**  
TIDAN OPERATOR

**LOCAL OFFICE**  
5700 ELIZABETH AVE.  
ST. LOUIS, MO 63110

**TOLL FREE 1-877-682-8106**  
314-647-6820  
FAX 314-647-4768  
www.teamsterslocal682.com

ST. LOUIS AND ROLLA, MO

*International Brotherhood of Teamsters*  
President John Conroy, P.O. 12  
Missouri Road, National Conference of Teamsters

## EXTENSION AGREEMENT

This agreement is entered into between **BEILSMITH BROTHERS INC.** and Teamsters Local Union 682.

The parties agree to the terms of the existing Collective Bargaining Agreement, which will expire on midnight April 30th 2015.

The Union and the Company have been in negotiations concerning a new collective bargaining agreement or extension of said agreement.

The parties wish to formalize the agreement reached by them during the collective process as follows.

It is agreed that the current collective bargaining agreement, which is set to expire on April 30th, 2015 has been extended in all terms for (1) year so that all the terms of current collective bargaining agreement will remain affect without change except for the change of the expiration date which will now be April 30th, 2016.

For: **BEILSMITH BROTHERS INC.**

Redacted by U.S. Treasury

For Local #682

Redacted by U.S. Treasury

April 28, 2015  
Date

28 April 15  
Date

**RECEIVED**

SEP 04 2015

**CONTRACT DEPARTMENT**

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CENTRAL STATES  
SOUTHEAST AND  
SOUTHWEST AREAS  
HEALTH AND WELFARE AND PENSION FUNDS

MANAGER TRUSTEES  
DANIELA WOODRZY  
JERRY WILKINS  
GEORGE J. WESTLEY  
MARVAL FLORES

EMPLOYER TRUSTEES  
ARTHUR H. BENTLEY JR.  
GARY F. CANNON  
RONALD DORTCHANO  
GREGG A. LEWY

EXECUTIVE DIRECTOR  
THOMAS C. MURPHY

October 3, 2013

FRINGE BENEFIT CONTRIBUTION AGREEMENT

1. The most recent collective bargaining agreement between the Union and the Employer has either terminated or the collective bargaining agreement is continuing in effect under its terms or under an extension agreement. However, due to rate increases adopted by the Trustees of the Central States Southeast and Southwest Areas Pension Fund (the "Pension Fund"), the contribution rate payable to the Pension Fund under the most recent collective bargaining agreement is no longer sufficient. As a result, the Employer reaffirms its duty to contribute to the Pension Fund and any existing Participation Agreement, except it agrees to contribute to the Pension Fund (the "Pension Fund") at the rates set forth below on behalf of all employees who are eligible for Pension Fund contributions under the most recent collective bargaining agreement.

CURRENT	May 1, 2013	May 1, 2014	May 1, 2015	May 1, 2016	May 1, 2017
\$102.20	\$183.10 (6%)	\$204.70 (6%)	\$217.00 (6%)	\$228.70 (4%)	\$234.70 (4%)

2. In accordance with the Pension Fund Trust Agreement to which the Employer is bound, the Employer agrees to promptly provide the Fund's Contracts Department by certified mail with a complete copy of any new collective bargaining agreement or any other agreement between the Employer and the Union that in any way affects the Employer's obligation to make contributions to the Fund. The Employer agrees that regardless of the stated effective date of any new collective bargaining agreement or any agreement that modifies the Employer's duty to contribute to the Pension Fund, the Agreement will not be effective with respect to the Fund until the day it is received by the Fund's Contracts Department with the exception of the required pension contribution rate increase which is effective on the above dates.

3. This Agreement shall remain in effect until a) the Employer provides the Fund's Contracts Department by certified mail with written notice that its duty to contribute under both contract and law (including 29 U.S.C. § 158) has terminated or b) the Union has lost its status as the representative of the bargaining unit through the certification of the result of an NLRB election or the Union has disclaimed interest in representing the bargaining unit or c) the Fund has accepted a new collective bargaining agreement between the Employer and the Union.

4. Any existing Participation Agreement between the Union and Employer shall continue in effect according to its terms and shall not be superseded by this Agreement, except with respect to the contribution rates specified above.

Local Union No. 682

0715800-0101-00632A  
BedSmith Brothers, Inc.  
3070 Mercantile Ind. Dr.  
St. Charles, MO 63301

OCT 17 2013

CONTRACT  
DEPARTMENT

Redacted by U.S. Treasury

Redacted by U.S. Treasury

Matt Stewart Sec/Treas.  
Print Name and Title

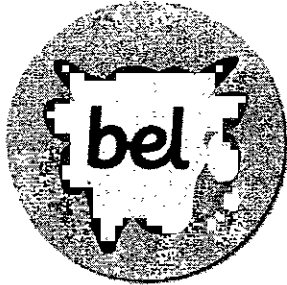
President  
Print Name and Title

16-Oct-13  
Date

Oct 16, 2013  
Date

9377 West Higgins Road  
Rosemont, Illinois 60018-3338  
Phone: (847) 510-9600

www.centralstates.org



## COLLECTIVE BARGAINING AGREEMENT

Between

**BEL BRANDS USA**

Hilbert, Wisconsin  
Little Chute, Wisconsin

and

**TEAMSTERS LOCAL UNION #662**

**PERIOD: February 1, 2013 - January 31, 2016**

**RECEIVED**

OCT 18 2013

CONTRACT  
DEPARTMENT

**COLLECTIVE BARGAINING AGREEMENT**

Between

**BEL BRANDS USA**  
Hilbert, Wisconsin  
Little Chute, Wisconsin

and

**TEAMSTERS LOCAL UNION #662**

**PERIOD: February 1, 2013 - January 31, 2016**

---

**PREAMBLE**

This Agreement made and entered into this 1st day of February, 2013, by and between Bel Brands USA, hereinafter referred to as the "Company," and Teamsters Local 662, hereinafter referred to as the "Union."

**ARTICLE 1 RECOGNITION, UNION SHOP AND DUES**

**Section 1** The Company recognizes the Union as the exclusive bargaining representative for purposes of collective bargaining for the following described bargaining unit:

All production and maintenance employees of the Company at its Bel Brands USA premises, located at Little Chute and Hilbert warehouse, including temporary (seasonal) employees, warehouse employees, laboratory employees, truck drivers and all Hilbert employees but excluding office clerical employees, sales employees, professional and managerial employees, guards and supervisors as defined in the Act.

**Section 2 (a)** All present employees, who are members of the Union on the effective date of this subsection, shall remain members in good standing of the Union as a condition of employment. All present employees who are not members of the Union, and all employees who are hired hereafter, shall become and remain members in good standing of the Union as a condition of employment on or after the 31st day following the beginning of their employment or the effective date of this subsection, whichever is later. A newly employed person shall work under the provisions of this Agreement but shall be employed only on a thirty (30) calendar day trial basis, during which period he may be discharged without further recourse, provided, however, after thirty (30) days the employee shall be placed on the appropriate seniority list.

**Section 2 (b)** Should any member of the Union be suspended or expelled from the Union as a result of his failure to pay the initiation fee or regular monthly dues, the Company agrees to discharge such person within seven (7) days after receiving written request from the officials of the Union, provided however, that such discharge shall not contravene the provisions of the Labor Management Relations Act, as amended.

**Section 3 (a)** The Union shall submit to the Company in writing each month a list of its members working for the Company who have furnished the Company the required individual authorization, together with an itemized statement of dues, initiation fees (full or installment) or uniform assessments owing and to be deducted for such month from the pay of each such member, and the Company shall deduct such amount from the respective members and remit to the Union in one lump sum.

Section 5 No funeral leave will be paid to any regular or seasonal employee while on vacation (with exception to section 1), layoff, or other type of leave of absence, with or without pay.

Section 6 The Company may require verification of the death in the regular or seasonal employee's family prior to payment of funeral pay.

**ARTICLE 39 PENSION**

Section 1 The Company shall contribute for all eligible employees who qualify the following sum per week worked into the Central States, Southeast and Southwest Areas Pension fund:

Year 1	Year 2	Year 3
\$42.00	\$44.50	\$47.20

With respect to seasonal employees, the parties agree that in the event that an individual employed on a seasonal basis works one thousand (1000) hours or more in a twelve (12) month calendar year, commencing on or after February 1, 1999, he/she will be considered a regular employee solely for purposes of participation in the Central States Pension fund and all hours worked by him/her thereafter (for the remainder of that year and all subsequent years), will require contributions to the Central States pension fund in the same manner and amount as required by this contract for regular employees.

**ARTICLE 40 401K SAVINGS PLAN**

The Company shall maintain the 401k savings mechanism. Any previous company match will vest, based on the employees' hire date, according to the following schedule:

<u>Years of Service for Vesting</u>	<u>% Vested</u>
0	0
1	0
2	20
3	40
4	60
5	80
6	100

**ARTICLE 41 HOLIDAYS**

Section 1 (a) The following named holidays shall be paid for at the rate of eight (8) hours' pay for the holiday even when not worked and regardless of the day of the week on which it falls in addition to any monies the employee may earn on such holidays: New Year's Day, President's Day, Good Friday, Easter Monday, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, last scheduled work day preceding Christmas, and Christmas Day and New Year's Eve Day. In order to qualify for holiday pay, it is provided that the regular employees must work the regular work day immediately preceding and following the holiday, and the holiday itself, if scheduled, unless he is unable to work because of proven illness or unless absence is mutually agreed to.

Section 1 (b) When a holiday falls at the end of a week, employees that are laid off during that work week or if a holiday falls at the beginning of a week, employees that are recalled during that week will be paid holiday pay provided the employee works all scheduled days of the work week. Article 42 Section 1(a) for holiday pay will still apply for all other employees.

AGREEMENT

between

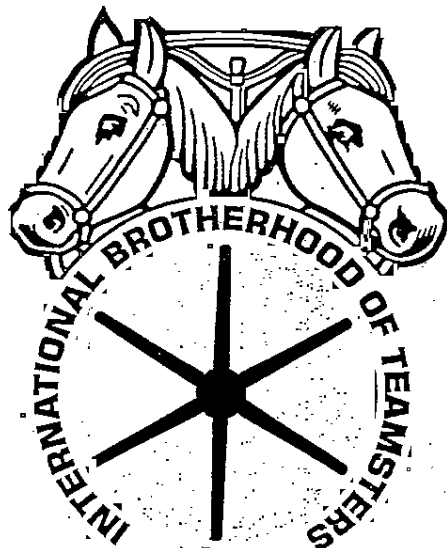
BELGER CARTAGE SERVICE, INC.

AND

GENERAL DRIVERS, WAREHOUSEMEN, AND HELPERS  
LOCAL UNION NO. 523  
TULSA, OKLAHOMA

affiliated with the  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

April 1, 2015 through March 31, 2018



**RECEIVED**

**AUG 19 2015**

**CONTRACT  
DEPARTMENT**

## ARTICLES OF AGREEMENT

BELGER CARTAGE SERVICE, hereinafter referred to as the Employer and the GENERAL DRIVERS, WAREHOUSEMEN, and HELPERS LOCAL UNION NO. 523 affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the Union, agree to be bound by the terms and provisions of the following Agreement.

### ARTICLE 1 - SCOPE OF AGREEMENT

1.1 This Agreement covers all working foremen, drivers, forklift operators and helpers who are employed by the Employer at its Tulsa, Oklahoma, facility and who are engaged in the Local Tulsa area heavy hauling operation and in such other local work as has been historically performed by employees under this Agreement.

1.2 This Agreement shall be binding upon the parties hereto.

1.3 The parties agree that all local hauling originating within the Tulsa area and destined for delivery within one hundred fifty miles (150) of Tulsa shall be assigned to an employee covered hereby if a qualified employee is available to commence the haul within two (2) hours of the time the company first attempts to make the assignment. An attempt to make the assignment may be made by telephone if employees are not at the terminal. Telephone calls to the employee's home may be verified to the telephone company operator or any other mutually agreeable source, e.g., the Union Steward or another employee.

## ARTICLE 24 - PENSION

Commencing April 1, 2015, the Company shall contribute into the Teamsters Central States, Southeast and Southwest Areas Pension Fund, one hundred forty-nine dollars and thirty cents (\$149.30) per week for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective April 1, 2016 – one hundred fifty-five dollars and thirty cents (\$155.30). Effective April 1, 2017 one hundred sixty-one dollars and fifty cents (\$161.50)

Time paid for but not worked, such as holidays and vacation time, shall be considered as time worked for the purpose of this Article. Pension coverage shall apply only to regular employees on the Employer's seniority roster. The Pension Plan does not apply to extra, part time or temporary employees. Pension premiums shall be paid on any regular employee on layoff who works any part of any work week. 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 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.

With respect to extra, part-time or temporary employees, the parties agree that in the event that such an individual (meaning short term employees whose employment is uncertain or irregular and for a limited or temporary purpose) works 1,000 hours or more in a 12-month period, he will be considered a regular employee for the purpose of participation in Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years), will require contributions to Central



States Pension Fund in the same manner and amount as required by this contract for regular employees.

ARTICLE 25 - NO STRIKE/NO LOCKOUT

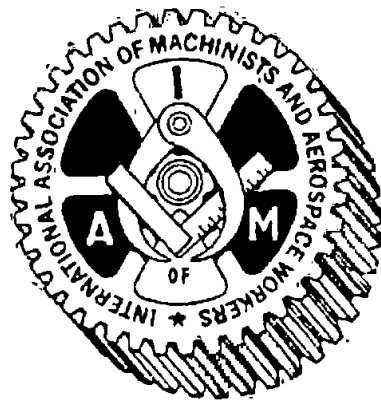
During the life of this Agreement there shall be no picketing, strikes, stoppages, slowdowns, or concerted refusals to work engaged in by the Union or any of its members, or any of its employees for any cause whatsoever. During the life of this Agreement the Employer agrees not to lock out the employees who are covered by this Agreement for any cause whatsoever.

ARTICLE 26 - MANAGEMENT RIGHTS

The Company shall have and retain each and every right which it ever had with respect to the management of the Company and direction of the working forces prior to the execution of this or any previous Agreement with the Union unless a specific provision of this Agreement specifically limits any such right.

ARTICLE 27 - EFFECTIVE DATE

This Agreement is effective as of April 1, 2015, and shall continue in full force and effect to March 31, 2018, and from year to year thereafter unless written notice by certified mail, return receipt requested, is given by either the Union or the Company of a desire to change or cancel this contract sixty (60) days prior to March 31, 2018 or any annual anniversary date thereafter.



**AGREEMENT**  
**BETWEEN**  
**BELGER CARTAGE SERVICE**  
**AND**  
**LOCAL LODGE 778**  
**of the**  
**INTERNATIONAL ASSOCIATION OF MACHINISTS**  
**AND AEROSPACE WORKERS**

**RECEIVED**

JUN 23 2014

CONTRACT  
DEPARTMENT

**July 1, 2014 to June 30, 2017**

## AGREEMENT

### Preamble

This Agreement is entered into between Belger Cartage Service, Inc. (hereinafter referred to as the "Employer") and the International Association of Machinists and Aerospace Workers, AFL-CIO, Local Lodge #778 (hereinafter referred to as the "Union"),

### ARTICLE I - RECOGNITION

Section 1. Recognition. The Employer recognizes the Union as the exclusive collective bargaining representative of those employees who are employed in the classifications covered by this collective bargaining agreement.

Section 2. Shop Closing - Transfer of Work. If the Employer closes a shop in whole or in part and transfers the work of those employees working at locations covered by this collective bargaining Agreement to any Employer maintained shop facility within the territory of the states of Illinois (excluding the Chicago area), Iowa, Minnesota, Missouri, Kansas City, Kansas, Nebraska and Wisconsin so as to cause layoff of such employees, such employees shall be offered work opportunity at such new location by seniority and qualification and the Employer and Union shall enter into negotiations concerning the wages, hours and working conditions to apply at such newly opened shop facility. However, the Saturday and Sunday premium rates of pay described in this Agreement (Article XII, Section I(b) and I(c) shall not apply to shop facilities which are subsequently covered by this Agreement and located sixty (60) miles or more from the existing shops which are covered by this Agreement. The scheduled workweeks applicable to such subsequently covered shops shall be forty (40) hours composed of any five (5) consecutive eight (8) hour days.

This Article shall not apply to work transfers to company maintained shop facilities where collective bargaining agreements are in effect between the Company and a Union not signatory to this Agreement.

Section 3. Non-covered Units. None of the provisions of this Agreement shall be applicable to existing operations of an 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 signatory union as their collective bargaining representative.

### ARTICLE II-SUCCESSOR CLAUSE

Section 1. The provisions of this Agreement shall be binding upon the Employer and its successors and assigns. However, in the event of consolidation, merger, sale or transfer affecting the provisions of this Agreement, the Employer and the Union shall negotiate in good faith the wages, hours and working conditions of the employees so affected. It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Agreement.

Section 2. The Employer shall give notice of the existence of this Agreement to any transferee, purchaser, lessee, assignee, etc. Of the operations covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union.

contributions for up to fourteen (14) days for training in Military Reserves or National Guards. If an employee is granted 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.

Contributions to the Health and Welfare 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 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 Contract shall not be covered by the provisions of this paragraph. Employers presently making payments to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND, and Employers who may subsequently begin to make payments into such Fund, shall continue to make such payments for the life of this Agreement. Action for delinquent must also pay all attorneys' fees and costs of collection.

Employees shall be entitled to receive benefits at the same schedule as shown for Central States C6 coverage. After receipt of a benefit from Central States, the employee will submit his/her benefit detail receipt to the Employer. The Employer will then reimburse the employee for any difference received under C4 and the benefit, which would have been received if the employee were enrolled under C6.

#### ARTICLE XXIV - PENSIONS

The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, the sum the amount shown in the schedule below, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more:

WEEKLY CONTRIBUTION SCHEDULE	
07/01/2014	\$ 204.70
07/01/2015	\$ 217.00
07/01/2016	\$ 225.70

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.

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.

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. Employer must pay pension contributions for up to fourteen (14) days for training in Military Reserves or National Guards, provided such absence affects his credits for pension. 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 Pension Fund during the period of absence;

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, 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 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 contributions may be instituted by the Local Union, the Area Conference, or the Trustees. Employers who are delinquent must pay all attorneys' fees and costs of collection:

ARTICLE XXV - WAGES

	July 1, 2014	July 1, 2015	July 1, 2016
JOURNEYMAN MECHANIC	\$26.97	\$27.20	\$27.50

In addition to the wages shown above any employee assigned to the second (2nd) shift will be paid twenty five cents (\$.25) per hour additional and on third (3rd) shift shall be paid fifty cents (\$.50) per hour additional.

Each employee's tool allowance of ten cents (\$.10) per hour 07/01/2014, (\$.15) per hour 07/01/2015 and (\$.20) per hour 07/01/2016 is included in their regular rate shown above.

Any employee, hired after July 1, 2014 to work in the classification of motor and/or power unit mechanic and/or trailer mechanic and other duties assigned, will be paid at a rate of four dollars (\$4.00) per hour less than the rate of pay shown above.

At the end of twelve (12) months of employment, the employee's wage will be increased to three dollars (\$3.00) per hour less than the rate of pay shown above.

At the end of twenty four (24) months of employment, the employee's wage will be increased to two dollar (\$2.00) per hour less than the rate of pay shown above.

At the end of six (36) months of employment, the employee's wage will be increased to one dollar (\$1.00) per hour less than the rate of pay shown above.

At the end of forty (48) months of employment, the employee's wage will be increased to the regular rate of pay for Journeyman mechanic:

The employer can waive the progression at any time within the four-eight months.

ARTICLE XXVI - SAFETY BONUS PROGRAM

Section 1 for each month coinciding with the anniversary of this agreement in which an employee works without a preventable accident or personal injury, the employee will receive One Hundred Twenty Dollars (\$120.00) in cash, unless employee was receiving a higher amount at the end of the previous contract. Payment is to be made by the second (2nd) pay period following the end of the month.

Section 2 For each consecutive month the employee works accident free an additional Five Dollars (\$5.00) per month will be added to the monthly amount shown. For example if any employee works 3 consecutive months without an accident the amount received by the employee would be \$120.00 + \$15.00, for a total of \$135.00 for that month. The maximum amount an employee may receive for anyone month of accident free performance is \$180.00, until an accident or expiration of contract.

**BELGER CARTAGE SERVICE, INC.**

**AND**

**TEAMSTER LOCAL 795**

**APRIL 1, 2012- MARCH 28, 2015**

**RECEIVED**

SEP 11 2012

**CONTRACT  
DEPARTMENT**

## **PREAMBLE**

This agreement is entered into between Belger Cartage Service, Inc. Wichita, Kansas, hereinafter referred to as the employer or company and Teamster Union Local 795, affiliated with the International Brotherhood of Teamsters of America, hereinafter referred to as the union.

## **PURPOSE**

The purpose of this agreement is to set forth the agreement to be observed between the parties with respect to rates of pay, hours of work and conditions of employment for all employees coming under this agreement.

## **WORK JURISDICTION**

Employees covered by this agreement shall be assigned the work of picking up and delivering materials and may, at the discretion of the company, deliver, and/or pick up tools at jobsites.

The parties agree that employees who are not covered by this agreement may drive pickup trucks for the purpose of transportation of tools and equipment and that the loading and unloading of tools and equipment and repair of tools are not within the jurisdiction of this agreement, iron workers being the exception.

1. Operation of forklifts when employees covered by this agreement are in the yard and not assigned to other work. They shall be assigned to forklift work to be performed in the yard or warehouse or any company or jobsite where the forklift work is being performed. The driving of the forklifts from the yard to and/or from a job site, shall be the jurisdiction of Teamsters Local 795 who is to operate it on the job site, forklifts used in machinery moving or installation shall be the jurisdiction of the employees covered by this agreement.
2. Other employees, including supervisors, may drive pickup trucks for their own transportation, or may expedite loading or unloading in the yard when no employees covered by this agreement are in the yard during normal working hours.
3. Lease operators shall be permitted to pick up and/or deliver loads in the Wichita area and deliver it within the Wichita area except by agreement of the parties or if it benefits the employer or customer and the employees are unable to do so.
4. All known dispatches will be posted at the beginning of each workday. Employees who are not otherwise assigned may bid one dispatch each day based upon the employee's seniority.  
Where there are no business related reasons for rejecting an employee's bid, the employee will be dispatched by his bid.  
All other work assignments will be made at the direction of the employer.

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 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 health and welfare fund during the period of absence.

#### **ARTICLE XIV - PENSION**

The company shall contribute in to the central states southeast and southwest areas pension fund, the amount of forty dollars and ten cents (\$40.10) per day effective 4-01-2012. The amount of forty-one dollars and seventy cents (\$41.70) per day effective 3-31-2013. The amount of forty-three dollars and forty cents (\$43.40) per day effective 3-30-2014.

Benefits will be paid by the day for all days worked, up to five (5) days per week.

Three (3) days shall be paid as a full five days worked.

If the company is required to pay surcharges or fees due to the provisions of the Pension Protection Act of 2006, or other Federal or State action, the union members will reimburse these surcharges or fees to the company; through wage or benefit reductions.

This fund shall be the central states, southeast and southwest areas pension fund. There shall be no other pension fund under this agreement or for operations under the southern conference area agreements to which employers who are party to this agreement are also parties.

Disputes or questions of interpretation concerning the requirements to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the conference joint area 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 conference joint area 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 conference joint area committee may also determine whether the employer's claim was bona fide.

By the execution of this agreement, the employer authorizes the employer's 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.



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.

#### **ARTICLE XV - FUNERAL LEAVE**

In the event of a death in the family (father, mother, wife, husband, brother, sister, son, daughter, grandchildren, grandparent, stepfather, stepmother, stepbrother, stepchildren or stepsister, father-in-law, mother-in law). A regular employee shall be entitled to a maximum of three (3) consecutive days off to attend the funeral without loss of pay. The time off shall commence on date of death or the day after death. Pay shall be for workdays actually lost.

#### **ARTICLE XVI – PERSONAL DAYS**

Effective April 1, 2002 and every April 1<sup>st</sup> thereafter, only employees on seniority roster as of April 1<sup>st</sup> shall receive five (5) days of personal leave per contract year. Personal leave which is not used during the contract year will be accumulated during the following contract years until the employee reaches a maximum accumulation of (6) days of personal leave. Employee must have permission to take personal days with branch manager when requesting time off for personal days.

Each day of personal leave shall be paid for on the basis of eight (8) hours straight time pay at the applicable hourly rate. Personal leave will be paid to eligible employees beginning on the first (1<sup>st</sup>) working day of absence.

#### **ARTICLE XVII - JURY DUTY**

All regular 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 each day of jury duty to a maximum of ten (10) days pay for each contract year. Employee must provide documentation to the effect from the said court for payment.

When such employee reports for jury service on a scheduled workday, they will not unreasonable be required to report for work that particular day. Time spent on jury duty service will be considered time worked for purposes of the employer contributions to health and welfare pension plans. Vacations eligibility and seniority upon documentation to substantiate absence.

**AGREEMENT**

**BETWEEN**

**BELLEVILLE SUPPLY COMPANY**

**AND**

**TEAMSTERS LOCAL UNION NO. 50**

**JANUARY 1<sup>ST</sup>, 2012 – DECEMBER 31, 2014**

**RECEIVED**

**MAR 07 2012**

**CONTRACT  
DEPARTMENT**

## BELLEVILLE SUPPLY COMPANY

### ARTICLES OF AGREEMENT

THIS AGREEMENT, dated the First (1<sup>st</sup>) day of January, 2012, by and between BELLEVILLE SUPPLY COMPANY or its successors, "Company" party of the First part, and TEAMSTERS, AUTOMOTIVE, PETROLEUM AND ALLIED TRADES, LOCAL UNION NO. 50, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, 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 chauffeurs, warehousemen, and helpers.

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.

Section 4. The Company agrees that it will not sponsor or promote, financially or otherwise, any 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.

#### ARTICLE II – 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 Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty first 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 day following the execution date of this Agreement.

**ARTICLE XVIII – WAGES**

	<u>01/01/12</u>	<u>01/01/13</u>	<u>01/01/14</u>
Chauffeurs, on all trucks, regardless of size, helpers, and warehousemen	\$17.60	\$17.60	\$17.60
Chauffeurs, helpers and warehousemen, first 60 days	\$15.95	\$15.95	\$15.95

**ARTICLE XIX – HEALTH & WELFARE**

**Section 1.** Effective January 1, 2012, the Employer shall contribute to the United Healthcare Insurance Company for each regular employee covered by this Agreement who has been on the payroll sixty (60) days or more. Health care benefits shall remain the same as currently exists for the life of this agreement.

**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 six (6) months.

**ARTICLE XX – PENSION**

**Section 1.** Effective January 1, 2012, and for the duration of this Agreement the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Fifty Nine Dollars and Eighty cents (\$59.80) per week for each employee covered by this Agreement who has been on the payroll sixty (60) days or more.

Effective December 30, 2013, the Employer shall contribute Sixty Four Dollars and Sixty cents (\$64.60) per week for each employee covered by this Agreement.

Effective December 30, 2014, the Employer shall contribute Seventy Seven Dollars and Seventy cents (\$77.70) per week for each employee covered by this Agreement

**Section 2.** 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.

**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 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.

Section 5. 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 6. 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 temporarily or in cases of emergency under the terms of this contract, shall not be covered by the provisions of this paragraph.

#### ARTICLE XXI – SEPARABILITY & SAVINGS CLAUSE

Section 1. If any Article or Section of this contract or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such 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 affected thereby.

Section 2. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this contract to the contrary.

**BELLEVILLE SUPPLY CO.  
ACCOUNT NO.: 0738100-0103-00050-A**

**LETTER OF UNDERSTANDING AND AGREEMENT**

Effective January 1, 2012, contributions will be remitted to the Central States Pension Fund on behalf of any employee covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for sixty (60) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

The Employer agrees to pay into the Central States Pension Fund the following contribution rates:

**Rate Effective Date**

**Contribution Rate**

01/01/2012  
12/30/2012  
12/30/2013

\$59.80/week/employee (Class 12)  
\$64.60/week/employee (Class 12)  
\$77.70/week/employee (Class 13)

**BELLEVILLE SUPPLY CO.**

**LOCAL UNION NO. 50**

Redacted by U.S. Treasury  
By: [Redacted]

Redacted by U.S. Treasury  
By: [Redacted]

Title: COMPTROLLER

Title: President

Date: 8-17-2012

Date: 8-13-12

**RECEIVED**

**AUG 28 2012**

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DEPARTMENT**

# INTRODUCTION

THIS AGREEMENT, signed this \_\_\_\_\_ day of January, 2007  
and effective the date of January 1, 2007, by and between:

**BELMONT PAPER & BAG COMPANY**

**13850 NELSON DETROIT, MICHIGAN 48227**

party of the first part, and hereinafter termed the Employer, and Local Union No. 337, affiliated with the International Brotherhood of Teamsters, located at 2801 Trumbull Avenue, Detroit, Michigan 48216 party of the second part, hereinafter called the Union.

WHEREAS:

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MAR 26 2007

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DEPARTMENT

both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties.

WITNESSETH:

## ARTICLE I

### RECOGNITION, UNION SHOP AND DUES

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 and listed in the attached Schedule "A".

The terms of this Agreement will apply to all employees in the classifications of work set forth herein and will cover all accretions to or relocations of bargaining unit operations. Other newly established or acquired operations of the Employer will be covered by this Agreement at such time as a majority of employees in a bargaining unit designate, as evidenced through a card check, the Union as their bargaining representative.

Section 2. All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this union shop agreement, whichever is the later, will remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter will become and remain members in good standing of the Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this Agreement or the date of the execution of this union shop agreement, whichever is the later.

## ARTICLE XV

### GENERAL

Section 1. The Employer agrees that it will allow the proper accredited representatives of the Union access to the plant or warehouse at any time for the purpose of policing the terms and conditions of this Agreement.

Section 2. The Union will have the right to examine time sheets and any other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance.

Section 3. Part-time or casual employees will not be used to deprive regular full-time employees of overtime or other opportunities for additional earnings.

Section 4. The Employer and the Union agree not to discriminate against any individual with respect to his hiring, compensation, terms or conditions of employment because of such individuals race, color, religion, sex, or national origin, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of his race, color, religion, sex, or national origin.

## ARTICLE XVI

### HEALTH AND WELFARE AND PENSION

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund, Key 1, EDR-3B, for each employee covered by this Agreement who is on the regular seniority list unless otherwise specified in Schedule "A" attached, a contribution of:

\$ 201.95 per week effective 1/1/07

\$ 231.95 per week effective 4/1/07

\$ 269.40 per week effective 4/1/08

\$ 306.95 per week effective 4/1/09

Employees to pay half of any increase.

All payments into the Welfare Fund must be made within 15 days from the end of each calendar month to CHASE which has been made depository for the Michigan Conference of Teamsters Welfare Fund.

Additionally, the employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who is on the regular seniority list unless otherwise specified in Schedule "A" attached, a contribution of: \$52.40 effective 1/1/07, \$56.10 effective 1/1/08 and \$60.00 effective 1/1/09:



All payments into the Central States, Southeast and Southwest Areas Pension Fund must be made within 15 days from the end of each calendar month to:

**Mellon Bank, Central States Funds, Dept. 10291, Palatine IL 60055-0291**

Contributions to the Health and Welfare Fund and to the 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 and weeks where work is performed for the Employer but not under provisions of this Contract, and although contributions may be made for those weeks into some other Health & Welfare Fund and/or Pension Fund.

Employees who work either temporarily or in cases of emergency under the terms of this Contract will not be covered by the provisions of this Article.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer will continue to make the required contributions to the Health and Welfare Fund and Pension Fund for a period of four (4) weeks. If an employee is injured on the job, the Employer will continue to pay the required contributions until such employee returns to work; however, such contribution will not be paid for a period of more than 12 months.

If an employee is granted a leave of absence, the Employer will 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.

In those instances where the Employer is involved in an "owner-operators" arrangement, there will be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare and Pension Fund, regardless of whether the manner of computation 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 his contribution to the Health and Welfare and/or Pension Funds, in accordance with the rules and regulations of the Trustees of such Funds and after the proper official of the Local Union will have given 72 hours' notice to the Employer of such delinquency in the Health and Welfare and Pension Fund payments, the Union will have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer will be responsible to the employees for losses resulting therefrom.

It is agreed that the Welfare Fund and the Pension Fund will be separately administered each jointly by Employer and Union in compliance with all applicable laws and regulations, both State and Federal.

By the execution of this agreement, the Employer authorizes the Employers Associations who are signatories to collective bargaining agreements with Teamster Unions containing similar provisions, 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 already taken or to be taken by such Trustees within the scope of their authority.

## ARTICLE XVII

### PAID FOR TIME

All employees covered by this Agreement will be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement will be minimums, except that overscale wage rates may be established or maintained only by mutual agreement of both parties hereto where not already protected by Article 14. Time will be computed from the time that the employee is ordered to report for work and registers in, until the time that he is effectively released from duty. All time lost due to delays as a result of overloads or certificated violations involving federal, state, or city regulations, which occur through no fault of the driver, will be paid. Such payment for driver's time when not driving will be at the hourly rate.

If not put to work, employees will be guaranteed four (4) hours' pay at the rate specified in this Agreement.

## ARTICLE XVIII

### PAY PERIOD

All regular employees covered by this Agreement will be paid in full each week. All other employees will be paid at the end of their working period. Not more than seven days will be held from a regular employee.

The Union and Employer may by mutual agreement provide for semi-monthly pay periods. Each employee will be provided with an itemized statement of his earnings and all deductions made for any purpose, upon request of individual employees or Union representatives.

## ARTICLE XIX

### BONDS

Should the Employer require any employees to give bond, cash bond will not be compulsory, and any premium involved will be paid by the Employer.

JUN 13 2014

**LABOR AGREEMENT**

**Between**

**BELSON COMPANY**

**and**

**GENERAL TEAMSTERS UNION LOCAL 662**

**JUNE 1, 2014**

**to**

**MAY 31, 2017**

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**JUN 23 2014**

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DEPARTMENT**

**JUNE 1, 2014 THROUGH MAY 31, 2017**

**AGREEMENT**

This Agreement is made and entered into by and between the Belson Company, their successors and assigns, hereinafter referred to as the "Employer" and General Teamsters Union Local 662, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

**ARTICLE 1. RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining agency for all hourly paid warehouse employees at the Employer's warehouse at Green Bay, Wisconsin, but excluding all clerical and office employees, salesmen, watchmen, guards, manager and supervisors as defined in the Act as amended.

**ARTICLE 2. UNION SECURITY**

All present employees who are members of the Local Union on the effective date of this Section shall remain members of the Local Union in good standing as a condition of continued employment. All present employees who are not members of the Local Union, and all employees who are hired hereafter shall on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this Section, whichever is the later, become and remain members in good standing of the Local Union as a condition of employment.

Should any member of the Union be suspended or expelled from the Union, the Employer agrees to discharge such person within seven (7) days after receiving due notice from the officials of the Union, provided, however, that such discharge shall not contravene the provisions of the Labor Management Relations Act, as amended.

A new employee shall work under the provisions of this Agreement but shall be employed only on a sixty (60) day trial basis, with up to a sixty (60) day extension upon mutual agreement between the Union and the Employer, during which period he may be discharged without further recourse provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After sixty (60) days, the employee shall be placed on the regular seniority list. In case of discipline or discharge within the sixty (60) day period, the Employer shall notify the Local Union in writing.

**ARTICLE 3. CHECK OFF AND D.R.I.V.E.**

The Employer agrees to deduct from the pay of each employee, all dues and/or initiation fees of General Teamsters Union Local 662, and pay such amount so deducted to said General Teamsters Union Local 662 for each and every employee, provided, however, that the Union presents to the Employer authorizations, signed by each employee, allowing such deductions and payments to the Local Union as aforesaid.

**ARTICLE 36. PENSION FUND**

Effective June 1, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$114.00 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective June 1, 2015, the Employer shall pay \$120.80 per week per employee. Effective June 1, 2016, the Employer shall pay \$125.60 per week per employee. This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operation under this Agreement.

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.

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 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.

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

**ARTICLE 37. TERM OF AGREEMENT**

This Agreement shall go into effect this 1st day of June, 2014, and shall continue in full force and effect including May 31, 2017, and will continue thereafter from year to year unless notice to terminate is given by either party at least sixty (60) days prior to May 31, 2017, or sixty (60) days prior to May 31 in any year thereafter.

Signed this 6<sup>th</sup> day of JUNE, 2014.

FOR THE EMPLOYER

THE BELSON COMPANY

Redacted by U.S. Treasury



FOR THE UNION

GENERAL TEAMSTERS UNION  
LOCAL 662

Redacted by U.S. Treasury



**RECEIVED**

JUN 23 2014

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# AGREEMENT BETWEEN

**TEAMSTERS "GENERAL" LOCAL UNION NO. 200**



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**AND**

**NORTHFIELD BLOCK COMPANY**

**October 1, 2013 through September 30, 2017**

**AGREEMENT  
BETWEEN  
TEAMSTERS "GENERAL" LOCAL UNION NO. 200  
AND  
NORTHFIELD BLOCK COMPANY**

This Agreement is entered into between Northfield Block Company, hereinafter referred to as the "Employer," and Teamsters "General" Local Union No. 200, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

**ARTICLE 1. INTENT AND PURPOSE**

Section 1. It is the intent and purpose of the parties that this Agreement shall serve to establish and promote better understanding, harmony and cooperation between the Union, the Employer, and its employees, to improve and stabilize employment and the efficiency of production, to provide prompt and fair disposition of employees' grievances regarding the interpretation or application of this Agreement that may arise during the term of this Agreement, and to set forth the agreement between the Employer and the Union covering wages, hours, and conditions of employment.

**ARTICLE 2. RECOGNITION AND UNION SECURITY**

Section 1. The Employer recognizes and acknowledges that Teamsters "General" Local Union No. 200 is the exclusive representative for the purposes of collective bargaining of all truck drivers, plant employees, yard employees, team leaders, maintenance employees and mechanics, excluding office clerical and managerial employees, dispatchers, salespersons, errand persons, guards and supervisors, as defined in the Act, and all other employees.

Section 2. All present employees who are members of the Union on the effective date of this Section shall remain members in good standing, as a condition of employment. All present employees who are not members of the Union, and all employees who are hired hereafter shall become and remain members in good standing, as a condition of employment, on and after the 31st day following the beginning of their employment, or on and after the 31st day following the effective date of this Section, whichever is the later. The provisions of this Section shall not be enforced, unless the requirements of state law, if any, are met.

Section 3. Nothing contained in this ARTICLE shall be construed so as to require the Employer to violate any applicable law.

Section 4. The Union shall indemnify and hold 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 for the purpose of complying with the checkoff of monthly dues, assessments, or initiation fees, or for any other provisions of this section and article, or on reliance on any list, authorization, notice, or assignment furnished pursuant to such provisions. The Employer assumes no liability for the collection of dues, assessments, and initiation fees.

Section 3. If an employee is laid off (with the intent to recall), the Employer shall continue to cover the employee under the Employer's health insurance for six (6) consecutive calendar months following the month of layoff provided the employee remits the employee's portions of the monthly contribution amount to the Employer in a timely fashion. If an employee ceases to be covered for any reason by the Employer's health insurance during the period of layoff, and the employee returns to work, the employee will be eligible for the Employer's health insurance in accordance with the terms of the Plan.

## ARTICLE 19. 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 Dollars and Eighty Cents (\$200.80) per week for each week worked or compensated for by an employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more.

Effective June 1, 2014, the contribution rate shall be increased to Two Hundred Eight Dollars and Eight Cents (\$208.80) per week. Effective June 1, 2015, the contribution rate shall be increased to Two Hundred Seventeen Dollars and Twenty Cents (\$217.20) per week. Effective June 1, 2016 the contribution rate shall be increased to Two Hundred Twenty Five Dollars and Ninety Cents (\$225.90) per week. Effective June 1, 2017 the contribution rate shall be increased to Two Hundred Thirty Four Dollars and Ninety Cents (\$234.90).

Section 2. 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 contracts to which Employers who are party to this Agreement are also parties.

Section 3. By the execution of this Agreement, the Employer authorizes the Employers' Associations, who are parties to the Trust Agreement governing said Pension Fund, 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 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.

Section 5. Contributions to the Pension Fund must be made for each week on each regular employee but excluding employees who work only part-time under the provisions 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. 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 Section.



BEND INDUSTRIES, INC.  
ACCOUNT NO.: 0747800-0302-00200-A

LETTER OF UNDERSTANDING AND AGREEMENT

Effective June 1, 2007, contributions will be remitted to the Central States Pension Fund on behalf of any employee covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for thirty (30) calendar days, other than a part-time, casual or temporary employee. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

In the event that any part-time, casual, or temporary employee (casual and temporary meaning an employee hired for short-term or sporadic periods) works 1,000 hours or more in any 12-month period, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by this contract for all other employees.

BEND INDUSTRIES, INC.  
Redacted by U.S. Treasury

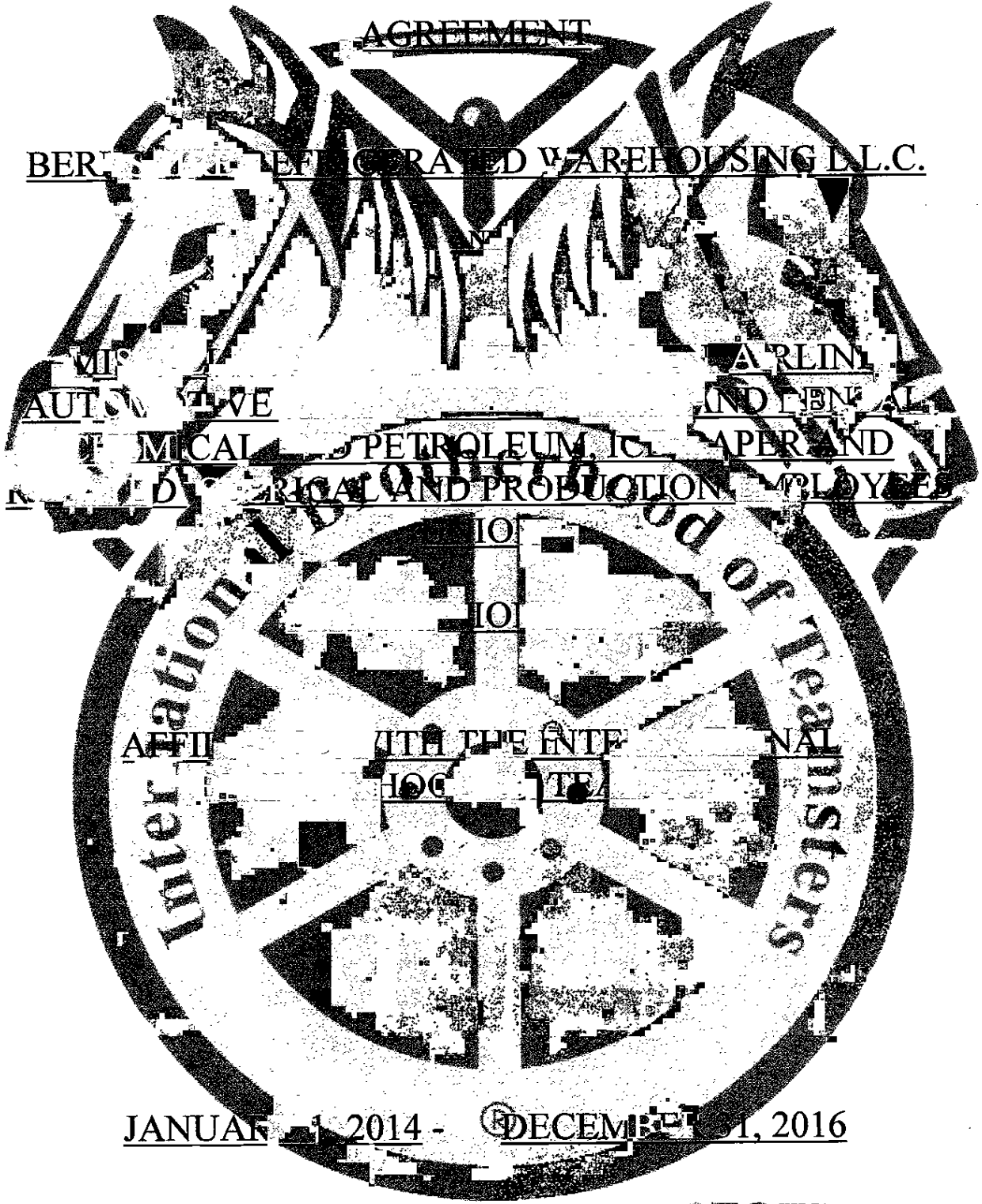
LOCAL UNION NO. 200  
Redacted by U.S. Treasury

By: [Redacted]  
Title: AGM

By: [Redacted]  
Title: SECRETARY TREASURER

Date: 1-4-08

Date: 1-4-08



Berkshire Refrigerated Whsing LLC 2016

**RECEIVED**

JAN 12 2015

**CONTRACT  
DEPARTMENT**

## AGREEMENT

THIS AGREEMENT made and entered into this 1st day of January, 2014, by and between BERKSHIRE REFRIGERATED WAREHOUSING L.L.C. hereinafter called the "Company" and MISCELLANEOUS WAREHOUSEMEN, AIRLINE, AUTOMOTIVE PARTS, SERVICE, TIRE & RENTAL, CHEMICAL AND PETROLEUM, ICE, PAPER, AND RELATED CLERICAL AND PRODUCTION EMPLOYEES UNION, LOCAL NO 781, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS hereinafter called the "Union", which is recognized by the Company as the sole and exclusive bargaining agent for all employees employed by the Company in its product-handling operations who handle merchandise within, into or out of the warehouse and those who handle and check freight or pick or fill orders, and including working Foremen, Warehousemen, Cooler Men, Freezer Men, Checkers and Fork Lift Operators.

This Agreement is negotiated for the purpose of specifying wage schedules, hours of work, conditions of employment, adjustment of grievances, and for the further purpose of preventing strikes, lockouts or other disturbances, thus insuring and perpetuating harmonious relations between the Company and the Union.

### WITNESSETH

#### ARTICLE I - UNION MEMBERS

(A) It shall be a condition of employment that all employees of the Company 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 on the effective date of this Agreement shall, on the thirtieth day following the effective date of this Agreement or the date of their employment whichever is later become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth day following the beginning of such employment become and remain members in good standing in the Union.

The Company shall not continue in its employment and shall discharge any employee who is not a member in good standing of the Union as required above within seven (7) days after receiving notice from the authorized representative of the Union that such employee is not in good standing within the meaning of section 8(a), 3 (a) and (b) of the Labor-Management Relations Act of 1947, as amended. "The term 'members in good standing' shall be limited to the payment of initiation fees and membership dues uniformly required as a condition of acquiring or maintaining membership."

(B) New hires shall be deemed temporary employees and on a trial basis until they have worked for sixty (60) days. The beginning wage rate for new hires shall be Four Dollars and Fifty Cents (\$4.50) per hour less than the wage rates applicable to the classifications within which they are employed.

maximum of three (3) straight-time working days off with pay. The "immediate family" shall be limited to the employee's father, mother, brothers, sisters, spouse, children, grandparents, mother-in-law, father-in-law and grandchildren. The counting of the three (3) days shall commence on the day of death or the day following, depending on which day the employee first requires time off.

### ARTICLE XIII - PENSION FUND

Commencing with January 1, 2014 the employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of One Hundred thirty-seven Dollars and sixty cents (\$137.60) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Commencing with January 1, 2015 the employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of One Hundred forty-three Dollars and ten cents (\$143.10) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Commencing with January 1, 2016 the employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of One Hundred forty-eight Dollars and eighty cents (\$148.80) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Commencing with January 1, 2017 the employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of One Hundred fifty-four Dollars and eighty cents (\$154.80) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Such payments shall be made to the Central States, Southeast and Southwest Areas Pension Fund in accordance with the trust instrument establishing said Pension Fund. The Company ratifies and confirms the appointment of the Employer trustees, who shall together with their successor trustees, designated in the manner provided in said trust instruments, and jointly with an equal number of trustees appointed by the labor organizations, carry out the terms and conditions of the trust instruments.

If an employee is absent because of illness or off-the-job injury and notifies the company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Company 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 Company 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. Contributions to the 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 contract, including weeks where work is performed for the Company 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.



# CENTRAL STATES PENSION FUND

EMPLOYEE TRUSTEES  
CHARLES A. WHOBREY  
GEORGE J. WESTLEY  
MARVIN KROPP  
WILLIAM D. LICHTENWALD

EMPLOYER TRUSTEES  
ARTHUR H. BUNTE, JR.  
GARY F. CALDWELL  
RONALD DeSTEFANO  
GREG R. MAY

EXECUTIVE DIRECTOR  
THOMAS C. NYHAN

July 1, 2015

CERTIFIED MAIL:  
7011 1150 0000 4189 3353

Hernan Gomez  
Business Representative  
Local Union No. 781  
747 Church Rd.  
Building D  
Elmhurst, IL 60126

CERTIFIED MAIL:  
7011 1150 0000 4189 3360

Ted Grzywacz  
President  
Berkshire Refrigerated Warehousing LLC  
4550 S. Packers Ave.  
Chicago, IL 60609

Re: **Berkshire Refrigerated Warehousing LLC**  
Account No. 0776500-0100-00781-A

Gentlemen:

During our review of the collective bargaining agreement between Local Union No. 781 and the above referenced Employer covering the period January 1, 2014 through December 31, 2016, we noted some language that may be inconsistent with Fund policy and requires clarification. Specifically, Article I, Section B on page 1 states, "New hires shall be deemed temporary employees and on a trial basis until they have worked for sixty (60) days." However, the Pension Article (Article XIII on page 13) states that pension contributions are made on each employee covered by the agreement who has been on the payroll thirty (30) days or more. The Pension Article goes on to state that employees who work either temporarily or in cases of emergency under the terms of the contract shall not be covered by the provisions of the paragraph.

This language had been addressed in relation to previous agreements (see attached letter). It remains our understanding that "temporary" employees serving their probationary period are not the same as "temporary" employees hired in cases of emergency. Further, while new hires are considered probationary for their first sixty (60) calendar days of employment, pension contributions are due on behalf of all employees performing bargaining unit work after they have been on the Employer's payroll for thirty (30) calendar days. Fund policy requires pension contributions to be remitted on all employees covered by the agreement after thirty (30) calendar days, regardless of seniority or probationary status. The agreement will be accepted only with the understanding that contributions begin after thirty (30) calendar days.

If you agree with this understanding, no reply is necessary and we will be able to process the agreement. However, if either party disagrees with this understanding, please contact me immediately upon receipt of this letter so that we can discuss the issue in more detail.

**Also please add this letter to your negotiation's file so that the language in all future renewal agreements can be negotiated to clarify and be in compliance with Fund policy.**

If you have any questions, please contact me at (847) 232-5704.

Sincerely,

Redacted by U.S. Treasury

Michael Hatala  
Department Manager  
Contracts

Enclosure

cc: Paul Stripling, President, Local Union No. 781  
Karl A. Lewis, Division Manager, Contracts  
Contract File

**AGREEMENT**

by and between

**BEST ASPHALT, INC.**

and

**TEAMSTERS LOCAL UNION No. 247**

An affiliate of the International  
Brotherhood of Teamsters

Effective: June 1, 2015 – May 31, 2020

**RECEIVED**

**AUG 03 2015**

**CONTRACT  
DEPARTMENT**

## COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of June, 2015 A.D., but effective as of June 1, 2015 by and between the party of the first part, BEST ASPHALT, INC., locate at 6334 N. Beverly Plaza, Romulus, MI 48174, hereinafter termed the Employer and the Teamsters Local Union No. 247, an affiliate of the International Brotherhood of Teamsters, located at 2471 Trumbull Avenue, Detroit, MI 48216, hereinafter referred to as the Union, who agree to be bound by the terms and provisions of this Agreement.

WHEREAS, both parties are desirous of preventing strikes and maintaining a uniform scale, working conditions and hours of employees of the Employer and to facilitate peaceful adjustment of all grievances which may arise from time to time between the Employer and its employees.

WITNESSETH: This hereby mutually agreed by and between the parties hereto as follows:

### ARTICLE 1 SCOPE OF AGREEMENT

SECTION 1. This Agreement shall be applicable to all driver employees engaged in the transportation, delivery or application of asphalt, stone used as a base for asphalt and fill sand for the Employer.

SECTION 2. It is understood and agreed between the parties hereto that this Agreement shall apply to the transportation of materials unless otherwise required by laws or the "Davis Bacon Act."

### ARTICLE 2 UNION SHOP AND DUES

SECTION 1. The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the Employer. The Employer agrees that any and all employees within the classification of work as herein provided shall be members in good standing, as a condition of continued employment.

SECTION 2. The Employer agrees to deduct from the employee's pay all dues, initiation fees and/or assessments of the Union and pay the same to such Union for each and every employee who is a member of the Union, provided, however, that the Union presents to the Employer written and signed deduction slips for such dues, initiation fees and/or assessments.

The parties agree that the contents of the Union Security Clause will not be enforced by either party unless and until it lawful to do so under state and/or federal law.

### SECTION 3. Probationary Employees:

(a) A new probationary employee shall work under the provisions of this Agreement but shall be employed on a thirty (30) day calendar day basis, during which period he/she may be discharged without further recourse.

<u>Effective Date:</u>	<u>Weekly Payroll Deduction Amount</u>
6/1/15	\$45.00

Employee co-pay shall be capped at a maximum of forty five dollars (\$45.00), unless:

- as of March 31, 2019 the total weekly contribution amount increase exceeds seventeen dollars (\$17.00) per week then an additional two dollars (\$2.00) is added to the employee weekly co-pay
- as of March 29, 2020 the total weekly contribution amount increase exceeds another seventeen dollars (\$17.00) per week then an additional two dollars (\$2.00) is added to the employee weekly co-pay capping the new employee co-pay at a maximum of forty-nine dollars.

Employees will be responsible for these contributions for all weeks the Employer makes contribution on their behalf. If an employee is absent from work because of injury, vacation, or layoff, etc. the Employer will recoup arrearage when the employee returns to work. Upon return to work, deductions for contributions will be capped at one (1) additional week of contributions, plus their normal weekly amount due, until arrearage is paid.

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 Michigan Conference of Teamsters Welfare Fund.

The Employer agrees to abide by all terms and conditions as set forth in the MCTWF Participation Agreement.

**SECTION 2. Pension:** The Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund the following amounts per day for each day worked, by a regular employed employee, up to a maximum of five (5) days per week, in order to maintain the Class 17(B) pension benefit for the life of this Agreement:

<u>Effective Date:</u>	<u>Amount:</u>
6/1/15	\$45.10
6/1/16	\$46.90
6/1/17	\$48.80
6/1/18	\$50.80
6/1/19	\$52.80

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, Central States Funds, Department 10291, Palatine, Illinois 60055-0291.

The Employer agrees to abide by all terms and conditions as set forth in the pension fund participation agreement.

**SECTION 3.** 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.



Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a monthly period in the payment of its contribution to the health and welfare and/or pension funds, and after the proper official of the Union shall have given seventy-two (72) hours' written 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 in the event of such action being taken, the Employer shall be responsible to the employees for losses resulting therefrom.

It is further agreed that in the event the Union is required to retain an attorney to start suit for the collection of delinquent health and welfare or pension payments, the Employer will pay the attorney's fees in full and all other costs of collection.

### ARTICLE 8 SENIORITY

Seniority rights shall prevail in dispatching, layoff and recall of employees. Seniority shall be broken only by discharge, voluntary quit, or a layoff of two (2) years or more. In the event of a layoff, an employee so laid off shall be given seven (7) days' notice by registered or certified mail to his/her last known address. The employee must notify the Employer with three (3) days after receipt thereof as to whether or not he intends to report for work and must actually report to work within seven (7) days after receipt thereof, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall lose all seniority rights under this Agreement. During the period between the mailing of such notice and the time when the recalled employee actually reports for work with such seven (7) days, the Employer shall have the right to use another employee with less seniority without penalty.

A list of employees arranged in the order of their seniority shall be posted in a conspicuous place at their place of employment.

Any controversy over the seniority standing of any employee on the seniority list shall be submitted to the joint grievance procedure as provided hereunder.

### ARTICLE 9 LEAVE OF ABSENCE

SECTION 1. Any employee desiring a leave of absence from their employment shall secure written permission from both the Union and Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods by the Employer upon the request of the employee. Permission for same 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 as engaged in by the Employer. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. No fringe benefits will be paid by the Employer during the leave of absence.

SECTION 2. The Employer agrees to grant the necessary time off, without discrimination and without pay to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, provided a seventy-two (72)

**COLLECTIVE BARGAINING AGREEMENT**

by and between

**BEST BLOCK COMPANY**

and

**TEAMSTERS' LOCAL UNION No. 247,**  
An affiliate of the International Brotherhood of Teamsters

**EFFECTIVE**  
September 21, 2012 through September 20, 2015

**RECEIVED**

JAN 11 2013

**CONTRACT  
DEPARTMENT**

## AGREEMENT

THIS AGREEMENT, effective as of the 1<sup>st</sup> day of September 21, 2012, by and between the **BEST BLOCK COMPANY** (hereinafter "Employer"), located at 22001 Groesbeck Highway, Warren, Michigan 48089, and **TEAMSTERS LOCAL UNION No. 247**, an affiliate of the International Brotherhood of Teamsters (hereinafter "Union"), located at 2741 Trumbull Avenue, Detroit, Michigan.

WHEREAS, both parties hereto are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and its employees; and of promoting a improving peaceful industrial and economic relations between the parties.

NOW, THEREFORE, the parties have entered into this Agreement as ratified by the employees who are members of the bargaining unit as herein defined.

### ARTICLE 1 RECOGNITION, UNION SHOP AND DUES

1.1 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 and listed in Article 27.

1.2 All present employees who are members of the Union on the effective date of this Section or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union, and all employees who are hired hereafter, shall become and remain members in good standing of the Union as a condition of employment on and after the thirty-first (31<sup>st</sup>) day following the beginning of their employment on or after the thirty-first (31<sup>st</sup>) day following the effective date of this Section or the date of execution of this Agreement, whichever is the later.

1.2.1 When the Employer needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants; but the Employer shall not be required to hire those referred by the Union.

1.3 The Employer agrees to deduct from the pay of each employee all dues and/or initiation fees of the Union and pay such amount deducted to said the Union for each and every employee; provided, however, that the Union presents to the Employer authorizations signed by such employee allowing such deductions and payments to the Union as aforesaid.

14.1.2 In the event any federal or state governmental entity enacts or adopts administrative regulations or other programs which alter or affect the financial structure of how health care costs are apportioned, and participation in any such program would reduce costs to the Employer, the Employer may reopen negotiations over the affected provisions of this Agreement.

14.1.3 All payments into the MCTWF must be made within fifteen (15) days from the end of each calendar month to J.P. Morgan Chase Bank, NA, which bank has been made depository for the Michigan Conference of Teamsters Welfare Fund.

14.2 Additionally, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who has completed thirty (30) days with the Employer, a contribution of:

<u>Effective Date:</u>	<u>Weekly Contribution Amount:</u>
9/21/12	\$258.50
6/1/13	\$268.80
6/1/14	\$279.60
6/1/15	\$290.80

14.2.1 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, Central States Funds, Dept. 10291, Palatine, Illinois 60055-0291.

14.2.2 New Hires as defined in Article 27, Section 27.3.1.3 shall contribute, through payroll deduction, eight dollars (\$8.00) per day toward pension premiums for their first (1<sup>st</sup>) six (6) years of employment.

14.2.3 In the event the pension fund seeks to require more in contributions paid by the Employer, than the rates set forth above in Section 14.1.2 of this Article, the Employer shall have the right at the Employer's option, of: (1) if the first (1<sup>st</sup>) increase by the pension fund is equal to or less than five percent (5%) of the weekly premium, the Employer may offset the increase by adjusting wage rates accordingly; or (2) re-opening this Agreement early, on any or all provisions of this Agreement, including what employees and progression employees may be required to pay by way of premium sharing for any benefits, and any language of this Agreement ("Re-opener Bargaining"), with the only exclusion from the Re-opener Bargaining being the amount of the pension fund's required contributions as set forth in Section 14.1.2 above. Re-opener Bargaining may be initiated by the company by giving not less than thirty (30) days written notice to the Union, in which event, if such written notice is given by the Employer, this

Agreement shall be subject to Re-opener Bargaining on the first (1<sup>st</sup>) Friday following the thirtieth (30<sup>th</sup>) day after the date of the Employer's written notice.

14.3 Contributions to the MCTWF and to the 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 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.

14.3.1 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.

14.3.2 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 to the health and welfare fund 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 and shall not be paid for a period of more than twelve (12) months maximum on any one (1) injury including recurrence of same injury.

14.3.3 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 and pension funds during the period of absence.

14.3.4 Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a monthly period in the payment of his contribution to MCTWF and/or pension fund, and after the proper official of the Union shall have given seventy-two (72) hours written notice to the Employer of such delinquency in the health and welfare and/or 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 in the event of such action being taken, the Employer shall be responsible to the employees for losses resulting therefrom.

14.4 It is agreed that the welfare fund and the pension fund will be administered, by the Employer and the Union in compliance with all applicable laws and regulations, both state and federal.

14.5 By the execution of this Agreement, the Employer agrees 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 already taken or to be taken by such trustees within the scope of their authority.

#### **ARTICLE 15 PAID-FOR TIME**

15.1 All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in until the time he is effectively released from duty. All time lost due to delays as a result of overloads or certificate violations involving federal, state, or city regulations, which occur through no fault of the driver, shall be paid. Such payment for driver's time when not driving shall be at the hourly rate. Drivers called back to work shall be allowed sufficient time, without pay, to get to the garage or terminal and shall draw full pay from the time ordered to report and register in.

#### **ARTICLE 16 PAY PERIOD**

16.1 All employees covered by this Agreement shall be paid in full each week. Not more than seven (7) days shall be held from a regular employee. The Union and the Employer may, by mutual agreement, provide for semi-monthly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose upon request of individual employees or Union Representatives. Pay checks will be distributed no later than Friday noon. If any employee abuses the check distribution policy by conducting personal banking on Employer time, the Employer may delay the distribution of paychecks to the end of the shift.

#### **ARTICLE 17 BLOCKMAKER TRAINING**

17.1 Employees who volunteer for "Blockmaker Training" shall be provided with tuition, lodging and a one hundred dollars (\$100.00) food allowance during their participation in the course(s). However, employees shall not receive pay while participating in this training.

#### **ARTICLE 18 LOSS OR DAMAGE**

18.1 Employee shall not be charged for loss or damage unless clear proof of negligence is shown. This Article is not to be construed as applying to charging employees for damage to equipment.

**COLLECTIVE BARGAINING AGREEMENT**  
**BY AND BETWEEN**  
**BEST CONCRETE & SUPPLY COMPANY**  
**AND**  
**TEAMSTERS LOCAL UNION No. 247,**  
**an affiliate of the**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**  
**Effective: January 19, 2011**  
**Expiration: May 31, 2015**

**RECEIVED**

**MAR 15 2011**

**TRACT  
DEPARTMENT**

## COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into the January 19, 2011, by and between Best Concrete and Supply Company, its successors and assigns, hereinafter called the "Company", and Teamsters Local Union No. 247, an affiliate of the International Brotherhood of Teamsters (said Union acting for itself as agent for and in behalf of each and everyone of its members who may at any time during the life of this Agreement be employed by the Company), hereinafter called the "Union".

### WITNESSETH:

WHEREAS, the parties are desirous of (1) preventing strikes and lockouts and of maintaining satisfactory wage scales, working conditions and hours among the employees of the Company and (2) facilitating the peaceful adjustment of all grievances and controversies which may arise from time to time between the Company and its individual employees or the Union, and (3) encouraging increased efficiency among the employees, and

WHEREAS, the parties recognize the common interest of management and the Union in the success of the business of the Company, and

WHEREAS, the Company, the Union and its members, acting through their duly authorized representatives in conference, and after due consideration, agree as follows:

### ARTICLE I REPRESENTATION

A. The Company recognizes and acknowledges that the Union is the exclusive representative in collective bargaining for the following separate unit of employees: all drivers of transit mix concrete trucks including transit mix concrete truck mechanics, and journeymen mechanic, employed by the Company at its facility located at 17200 Dix Toledo Hwy., Brownstown, Michigan 48193-8415 but excluding, all other employees, office and clerical employees, managers, supervisors, and guards as defined in the National Labor Relations Act. This provision does not confer any rights other than those rights expressly stated in the body of this Agreement.

B. All present employees who are members of the Union on the effective date of this Section shall remain members of the Union in good standing as a condition of continued employment. All present employees who are not members of the Union and all employees who are hired hereafter shall on and after the thirty-first (31<sup>st</sup>) day following the beginning of their employment or on and after the thirty-first (31<sup>st</sup>) day following the effective date of this Section, whichever is the later, become and remain members in good standing of the Union as a condition of employment.



Where an employee is laid off, the Company shall collect from the employee or deduct from his/her last paycheck the insurance premiums for the next four (4) weeks or longer if mutually agreed to. The Company shall have no obligation hereunder for the collection or the deduction with respect to any employee who refuses to sign a written deduction authorization or refuses to pay the premiums to the Company on request.

The Company shall make available to the employee within ten (10) calendar days of the due date information on the contributions made on his/her behalf to the health and welfare fund.

### ARTICLE XVIII PENSION

- A. 1. For Employees Other than Progression Employees: The Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund which shall be jointly established and administered between the Company and the Union for the sole purpose of providing pension benefits to the employees covered by this Agreement. The Company agrees to pay, not more than the following pension contributions (Level 18):

<u>Effective Date:</u>	<u>Amount:</u>
1/19/11	\$46.20 per day - \$231.00 max per week
6/1/11	\$49.90 per day - \$249.50 max per week
6/1/12	\$52.90 per day - \$264.50 max per week
6/1/13	\$55.00 per day - \$275.00 max per week
6/1/14	\$57.20 per day - \$286.00 max per week

2. For Progression Employees: The Company agrees to pay not more than the applicable schedule of rates per day, with a maximum of five (5) days per week, as published in the Fund's December, 2006 Special Bulletin 2006-4, but at no time higher than the rates set forth in Section A 1 above, with progression employees paying a premium share of eight dollars (\$8.00) per day, with a maximum premium share of forty dollars (\$40.00) weekly, which amount the Company is authorized to directly deduct from the progression employee's weekly wages.
- B. The Company's obligation to contribute for each employee after the completion of their probationary period shall be retroactive to the 31<sup>st</sup> day following their date of hire.
- C. In the event the Fund or any government agency seeks to require more in contributions paid by the Company than the rates set forth above in Section A of this Article, the Company shall have the right at the Company's option, of re-opening this Agreement early, on any or all provisions of this Agreement, including what employees and progression employees may be required to pay by way of premium sharing for any

benefits, and any language of this Agreement ("Re-opener Bargaining"), with the only exclusion from the Re-opener Bargaining being the amount of the Fund's required contributions as set forth in Section A above. Re-opener Bargaining may be initiated by the Company by giving not less than sixty (60) days written notice to the Union, in which event, if such written notice is given by the Company, this Agreement shall be subject to Re-opener Bargaining on the first (1<sup>st</sup>) Friday following the sixtieth (60<sup>th</sup>) day after the date of the Company's written notice.

D. Daily pension contributions shall be made for each day in which work is performed. In addition, a contribution will be made for vacation days earned and actually taken, also for holidays which fall within a week in which work is performed and for the period of time employee is unable to work due to an on-the-job injury. Contributions are to be paid only for days on which employee's seniority would have permitted him to work and for a maximum of six (6) months from the date the absence from work began. These are the only circumstances in which the Company shall be obligated to make a contribution. 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 Company shall have no other obligation hereunder than to make the contributions herein called for in accordance with the procedures adopted from time to time by the joint trustees of the fund. In the event the joint pension plan shall not be established or if the contributions made hereunder shall not be deemed to constitute deductions for the purposes of federal income taxes, this Article shall be renegotiated.

### **ARTICLE XIX MAINTENANCE OF STANDARDS**

The Company agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained as specifically set forth in this Agreement and to change the wages and other conditions of employment during the term of this Agreement whenever change **REQUIRED** by the specific provisions of this Agreement.

### **ARTICLE XX MANAGEMENT RIGHTS**

MAR 15 2011

**CONTRACT  
DEPARTMENT**

The Union recognizes and agrees that all management rights, powers, authority, and functions, whether hereto or hereafter exercised, and regardless of their frequency or infrequency of their exercise, shall remain vested exclusively in the Company. The management and operation of the plant and the direction of the workforce are vested solely and exclusively in the Company. In recognition of this, it is agreed that those rights and responsibilities which belong solely and exclusively to the Company shall include the planning, direction and control of plant operations; the location, relocation, and sale of any Company facilities, business activities, and plant operations; the scheduling of work and the assignment of employees to such work; the control and



**CENTRAL STATES  
SOUTHEAST AND  
SOUTHWEST AREAS  
HEALTH AND WELFARE AND PENSION FUNDS**

EMPLOYEE TRUSTEES  
CHARLES A. WHOBREY  
JERRY YOUNGER  
GEORGE J. WESTLEY  
MARVIN KROPP

EMPLOYER TRUSTEES  
ARTHUR H. BUNTE, JR.  
GARY F. CALDWELL  
RONALD D. STEFANO  
GREG R. MAY

EXECUTIVE DIRECTOR  
THOMAS C. NYHAN

May 3, 2013

Certified Mail:

7011 1150 0000 4189 2257

Certified Mail:

7011 1150 0000 4189 2264

Tom Ziembovic  
Business Representative  
Teamsters Local Union No. 247  
2741 Trumbull Ave.  
Detroit, MI 48216

Gary Pachota  
President  
Best Concrete & Supply Co.  
17200 Dix Toledo Hwy.  
Brownstown, MI 48193-8415

Re: **Best Concrete & Supply Co.**  
Account No. 0789550-0202-247-A

Gentlemen:

We recently were reviewing some contract language from the contract covering the period January 19, 2011 through May 31, 2015. We noticed that the Pension Article (Article XVIII, 2 D on page 23) appears to limit the Employer's responsibility to only pension contributions listed in the agreement. This letter is to inform the parties that the Employer would also be liable for any potential withdrawal liability should the Employer or its membership decide to leave the Central States Pension Fund. The pension rates, however, listed in the agreement, are sufficient and the Fund will not ask for increased pension contributions for the life of the agreement other than what is listed in the agreement.

If you agree with this understanding, no reply is necessary. However, if either party disagrees with this understanding, please contact me immediately upon receipt of this letter so that we can discuss the issue in more detail.

**Also please add this letter to your negotiation's file so that the language in all future renewal agreements can be negotiated to clarify and be in compliance with Fund policy.**

If you have any questions, please contact me at (800) 323-2152, extension 3881.

Sincerely,

Redacted by U.S. Treasury

Karl A. Lewis  
Division Manager  
Contracts

cc: Contract File

2013-2016

AGREEMENT

between

BETTER MADE SNACK FOODS, INC.

and

GENERAL TEAMSTERS' LOCAL UNION NO. 406

Affiliated with the

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS

**RECEIVED**

OCT 08 2013

CONTRACT  
DEPARTMENT

June 6, 2013 through June 5, 2016

## INTRODUCTION

THIS AGREEMENT, made and entered into by and between BETTER MADE SNACK FOODS, INC., a Michigan corporation, party of the first part and hereinafter termed the Employer, and GENERAL TEAMSTERS LOCAL UNION NO. 406 affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, located in Saginaw, Michigan, party of the second part, hereinafter called the Union.

WHEREAS. Both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties;

WITNESSETH:

## ARTICLE I

### RECOGNITION; UNION SHOP AND DUES

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer for all of the Company's employees, except executives, supervisory employees, office and clerical employees, driver-salesmen, plant protection and watchmen employees.

Section 2. All present employees who are members of the Local Union on the effective date of this Agreement shall remain members of the Local Union in good standing as a condition of continued employment. All present employees who are not members of the Local Union, and all employees who are hired hereafter shall on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this Agreement, whichever is the later, become and remain members in good standing of the Local Union as a condition of employment. This provision will not be enforced until it is lawful to do so.

When the Employer needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union:

Section 3. The Employer may hire summer help for the period from May 1 to September 15 of each year, who will be allowed to work up to forty (40) hours per week. The Employer agrees to limit the number of such employees to four (4), and shall notify the Union of the names and addresses of such employees when hired. Such summer help shall become and remain members of the bargaining unit paying one-half (1/2) of the initiation fee and the regular dues.

Such employees shall not receive any fringe benefits from the Contract. Summer help shall be paid \$7.65 per hour for the term of this Agreement.

In no event shall seasonal employees be hired if there are any regular employees who are on lay off, with the exception that the Employer may hire seasonal employees if a laid off full time employee refuses part time employment.

Open enrollment and annual premium renewal shall occur annually as designated by the Employer. During the review periods, the employee may select a different plan. The Employee shall be responsible for any premium and/or copay amount above the Employer contributions listed above. Employees who choose to enroll in an Employer offered insurance provision under this section shall have any additional premium and/or copay amount above the amount provided by the Employer deducted from their weekly wages on a pre-tax basis. In the event the employee does not contribute any portion which they are responsible to contribute above the Employer contribution for a period of 3 months, the Employer shall not be required to continue to contribute to the insurance program or provide healthcare to that employee under this agreement.

If an employee is absent because of illness or off the job injury and notifies the Employer of such absence, the Employer shall continue its contribution to the health insurance plan chosen by the employee for a period of four weeks. If an employee is injured on the job, the Employer shall continue its contribution to the health insurance plan chosen by the employee until such employee returns to work; however such contributions shall not be paid for a period of more than six (6) months.

The employer shall pay all costs above what the Michigan Conference of Teamsters charges their members upon retirement by said member, continuing until such time as said member shall qualify for coverage under the capitalized Medicare program.

All payments for health insurance as set above shall be made on a timely basis.

The employer agrees to pay health insurance for eight (8) weeks for an employee who takes an approved leave of absence.

Continuation of coverage for dependents over age 19 will occur if the dependent is a full time student, until the age of 26.

## ARTICLE 15

### PENSIONS

The Employer agrees to pay into the Central States, Southeast and Southwest Area Pension Fund for all employees covered by the Collective Bargaining Agreement who are on the regular seniority list, unless otherwise specified, a contribution of:

<b>Effective:</b>	6/6/13	06/06/14	06/06/15
	\$138.10 p/wk.	\$143.60 p/wk.	\$149.30 p/wk.

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 and sent to Mellon Bank, Central States Funds, Dept. 10291, Palatine, Illinois, 60055-0291, Account #7000 or such other depository as may be designated.

Contributions to the 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 and weeks where work is performed for the Employer but not under provisions of this Contract, and although contributions may be made for those weeks into some other Pension Fund.

Employees who work either temporary or in cases of emergency under the terms of this Contract shall not be covered by the provisions of this Article.

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 six (6) months.

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.

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 Pension Funds, 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 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 in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

It is agreed that the Pension Fund will be separately administered each jointly by Employers and Union in compliance with all applicable laws and regulations, both State and Federal.

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 Funds, and to designate the Employer Trustees under such Trust Agreements, hereby waiving all notice hereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Contributions will be remitted to the Central States Pension Fund on behalf of all regular employees performing work covered by the Collective Bargaining agreement after they have been on the Employer's payroll for thirty (30) calendar days.

The parties agree that in the event that an individual employed as a part-time employee, seasonal employee or on a casual basis (casual meaning an employee hired for short term or sporadic periods) works one thousand (1,000) hours or more in any twelve (12) month period, he will be considered a regular employee for purposes of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years); will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

AGREEMENT

BEYERS LUMBER COMPANY

2015- 2018

THIS AGREEMENT MADE AND ENTERED INTO EFFECTIVE THE 1ST DAY OF MAY, 2015 BY AND BETWEEN BEYERS LUMBER, ITS SUCCESSORS OR ASSIGNS, 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 REFERRED TO AS 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 EMPLOYER 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 EMPLOYER AS HEREIN DEFINED AND SET FORTH IN ARTICLE II, SECTION 1.

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. 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 OR THE EXECUTION DATE OF THIS AGREEMENT, WHICHEVER IS THE LATER; THAT EFFECTIVE FROM AND AFTER THE THIRTY-FIRST (31ST) DAY FOLLOWING THE EXECUTION DATE OF THIS AGREEMENT, 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 PERSON TO BECOME A MEMBER OF THE UNION AT SUCH REQUIRED TIME 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 HIS UNION MEMBERSHIP IN GOOD STANDING AS REQUIRED HEREIN



ARTICLE XX - PENSION

EFFECTIVE MAY 1, 2015, THE EMPLOYER SHALL CONTRIBUTE THE SUM OF TWO HUNDRED SEVENTEEN DOLLARS AND TWENTY CENT. (\$217.20) FOR EACH WEEK TO THE CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND FOR EACH EMPLOYEE COVERED UNDER THIS AGREEMENT WHO HAS BEEN ON THE PAYROLL THIRTY DAYS (30) DAYS.

EFFECTIVE MAY 1, 2016 THE CONTRIBUTION SHALL BE THE SUM OF TWO HUNDRED TWENTY FIVE DOLLARS AND NINETY CENTS (\$225.90) PER WEEK

EFFECTIVE MAY 1, 2017 THE CONTRIBUTION SHALL BE THE SUM OF TWO HUNDRED THIRTY FOUR DOLLARS AND NINETY CENTS (\$234.90) PER WEEK

CONTRIBUTIONS SHALL BE MADE FOR ALL UNION EMPLOYEES COVERED UNDER THIS AGREEMENT, AT 8684 OLIVE BLVD. RECEIVING PAY FROM WAGES, SHOW UP TIME, VACATION PAY, OR HOLIDAY PAY.

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. 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.

CONTRIBUTIONS TO SUCH 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.

THE EMPLOYER AGREES THAT AT THE TIME IT EXECUTES THIS AGREEMENT IT WILL ALSO EXECUTE THE PRESENT PARTICIPATION AGREEMENT WITH THE CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND; PROVIDED, HOWEVER, THAT NONE OF THE PROVISIONS OF THE AFORESAID

TRUST AGREEMENT SHALL IN ANY WISE OPERATE OR BE CONSTRUED TO OPERATE AS ALTERING ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, NOR INCREASE ANY OF THE RATES OF CONTRIBUTIONS HEREIN FOR THE LIFE OF THIS AGREEMENT. ALL AMENDMENTS HEREINAFTER ADOPTED BY THE TRUSTEES TO THE TRUST AGREEMENT WITH RESPECT TO THE ADMINISTRATION OF THE SAID TRUST AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON THE PARTIES TO THIS CONTRACT, BUT NO AMENDMENT TO THE TRUST AGREEMENT WHICH AFFECTS THE ESSENCE OR SUBSTANCE THEREOF OR MATERIALLY ALTERS THE AGREEMENT SHALL BE EFFECTIVE AND BINDING DURING THE LIFE OF THIS AGREEMENT. THE TRUST AGREEMENT PROVIDES THAT THE TRUSTEES MAY, BY THEIR REPRESENTATIVES, EXAMINE THE PERTINENT RECORDS OF EACH EMPLOYER AT THE EMPLOYER'S PLACE OF BUSINESS WHENEVER SUCH EXAMINATION IS DEEMED NECESSARY OR ADVISABLE BY THE TRUSTEES, WHEN ANY PARTY HERETO SHALL BE DELINQUENT AT THE END OF ANY PERIOD IN THE PAYMENT OF HIS CONTRIBUTION TO THE PENSION FUND CREATED UNDER THIS CONTRACT, AND SUCH DELINQUENCY SHALL BE UNCHALLENGED, OR, AFTER CHALLENGE, SHALL HAVE BEEN AUDITED AND FOUND TO BE CORRECT, THE EMPLOYEES OR THEIR REPRESENTATIVES, AFTER THE PROPER OFFICIAL OF THE UNION SHALL HAVE GIVEN SEVENTY-TWO (72) HOURS NOTICE OF SUCH DELINQUENCY TO THE AFFECTED EMPLOYER, SHALL HAVE THE RIGHT TO TAKE SUCH ACTION AS SHALL BE NECESSARY TO SECURE PAYMENT; PROVIDED, HOWEVER, THAT, IF THE DELINQUENCY IS CAUSED BY REASONS BEYOND THE CONTROL OF THE EMPLOYER, THEN NO SUCH ACTION SHALL BE TAKEN. UNLESS THE EMPLOYER SHALL EXECUTE THE SAID TRUST AGREEMENT AND THE NECESSARY PAPERS IN CONNECTION WITH THE ADMINISTRATION THEREOF IN ACCORDANCE WITH THE PROVISIONS ABOVE, THIS AGREEMENT SHALL BE CONSIDERED VOID AND OF NO EFFECT.

#### ARTICLE XXI - D.R.I.V.E.

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 INTERNATIONAL UNION SHALL REIMBURSE THE EMPLOYER FOR ONLY THE EMPLOYER'S ACTUAL COST FOR THE EXPENSE INCURRED HEREBY.

#### ARTICLE XXII - TERMINATION

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE 1ST DAY OF MAY, 2015, AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE 30TH DAY OF APRIL, 2018, AND FOR A PERIOD OF ONE (1) YEAR THEREAFTER FROM EACH SUCCEEDING TERMINATION DATE UNLESS AND UNTIL WRITTEN NOTICE OF THE DESIRE OF EITHER PARTY TO TERMINATE OR MODIFY ANY OF THE PROVISIONS THEREOF IS GIVEN TO THE OTHER BY UNITED STATES REGISTERED MAIL, RETURN RECEIPT REQUESTED, WHICH NOTICE SHALL BE POSTMARKED AT LEAST SIXTY (60) DAYS PRIOR TO SUCH EXPIRATION DATE.

THE NOTICE OF TERMINATION OR MODIFICATION SHALL CONTAIN:

(1) AN OFFER TO MEET AND CONFER WITH THE OTHER PARTY AT A TIME MUTUALLY CONVENIENT FOR THE PURPOSE OF NEGOTIATING A NEW

SIGNATURE PAGE

IN WITNESS WHEREOF, WE HAVE HEREBY SET OUR HANDS THIS;  
THE 19th DAY OF May  
2015 AT THE CITY OF ST. LOUIS, MISSOURI.

BEYERS LUMBER COMPANY

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

BY \_\_\_\_\_

Redacted by U.S. Treasury

BY \_\_\_\_\_  
PRESIDENT

Redacted by U.S. Treasury

BY \_\_\_\_\_  
SECRETARY-TREASURER

RECEIVED

MAY 27 2015

ACT  
SENT

NEGOTIATING COMMITTEE:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

July 9, 2011 through July 18, 2014

**BIERLEIN SERVICES, INC**

**AND**

**TEAMSTERS LOCAL UNION NO. 580  
LANSING, MICHIGAN**

**AFFILIATE OF THE INTERNATIONAL  
BROTHERHOOD  
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN  
AND HELPERS  
OF AMERICA**

**RECEIVED**

**AUG 19 2011**

**CONTRACT  
DEPARTMENT**

## **TRUCK DRIVERS' AGREEMENT**

THIS AGREEMENT between BEIRLEIN SERVICES, INC. MIDLAND Michigan hereinafter called the EMPLOYER and Teamsters Local Union No. 580, an affiliate of the International Brotherhood of Teamsters located at 5800 Executive Drive, Lansing, Michigan 48911, hereinafter referred to as the "Union", shall remain in full force and effect until July 18, 2014 and thereafter from year to year unless changed in accordance with Article XXI of this Agreement.

FURTHER, this Agreement between the Employer and the Union shall be in effect and applicable to portions of Gratiot, Eaton, Ingham, Livingston, Clinton and Ionia Counties, 580's jurisdiction extends North to Alma in Gratiot County; West to Ionia Corners in Ionia County; South to a point approximately halfway between Mason and Leslie in Ingham County and East to Howell in Livingston County, in the State of Michigan, for its duration.

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 co-operative 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.
- (b) If requested, the Union agrees to furnish competent employees 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. The Union and the Employer recognize a thirty (30) day probationary period for all new employees.
- (c) The Employer agrees that in the employment of employees 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 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

It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or Union in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days from the date of error.

#### **ARTICLE XIV SHIFT WORK**

Shift wage rate shall apply for shift work for one (1) day or any number of days. On any shift, starting on or after 4:00 p.m. whether first or second shift, shift rate of wages shall be paid. Overtime pay on shifts shall be computed on the shift rate of wages in accordance with Article XI (a).

#### **ARTICLE XV TRAVEL PAY**

Employees working out of town shall be paid the hourly rate for all time spent traveling to and from the site of the work. The Employer will honor and pay bona fide hotel receipts when it is necessary to stay out of town overnight, and will pay a meal allowance of \$5.00 for breakfast, \$7.00 for lunch and \$9.00 for dinner.

#### **ARTICLE XVI HEALTH AND WELFARE AND PENSION**

Section 1. The employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund for each employee covered by this Agreement who is on the regular seniority list, a contribution of:

- \*Effective the First Full Pay Period on or after July 19, 2011- March 31, \$331.00 per week
- \*Effective the First Full Pay Period on or after April 1, 2012- March 31, 2013 \$346.20 per week
- \*Effective the First Full Pay Period on or after April 1, 2013- March 31, 2014 \$372.85 per week
- \*Effective the First Full Pay Period on or after April 1, 2014- July 18, 2014 \$410.75 per week

\* not to exceed this amount

All payments into the Welfare Fund must be made within ten (10) days from the end of each calendar month to the National Bank of Detroit, which bank has been made depository for the Michigan Conference of Teamsters Welfare Fund. In the event the scheduled increases listed above for Health and Welfare are reduced, the employer will add the pro rata difference to the hourly rate of the employee.

**Section 2.** The Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by the Collective Bargaining Agreement who is on the regular seniority list, a contribution of the following:

Effective the first full pay period on or after July 19, 2011: \$168.70 per week

Effective the first full pay period on or after July 19, 2012: \$182.20 per week

Effective the first full pay period on or after July 19, 2013 \$193.10 per week

All payments into the Central States, Southeast and Southwest Areas Pension Fund must be made within ten (10) days from the end of each calendar month to the American National Bank, P.O. Box 1431, Chicago 90, Illinois - Account No. 7000.

**Section 3.** Contributions to the Health and Welfare Fund and to the 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 the 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 those weeks into some other Health and Welfare Fund and/or 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 Article.

**Section 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 Health and Welfare Fund and Pension Fund for a period of six (6) 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.

**Section 5.** 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 Health and Welfare Fund and Pension Fund during the period of absence.

**Section 6.** Employer will make Health and Welfare contributions for the first thirty (30) days for an employee whose absence is due to active military duty.

**Section 7.** In those instances where the Employer is involved in an "owner-operators" arrangement, there shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare Fund and the Pension Fund,

regardless of whether the manner of computation is at the minimum rate or more and regardless of manner of computation of owner-driver compensation.

**Section 8.** 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 Health and Welfare and/or Pension funds, 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 Fund 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 in the event such action is taken, the Employer shall be responsible to the employee for losses resulting therefrom.

**Section 9.** It is agreed that the Welfare Fund and the Pension Fund will be separately administered each jointly by Employers and Union in compliance with all applicable laws and regulations, both State and Federal.

**Section 10.** By the execution of this Agreement, the Employer authorizes the Employer Associations who are signatories to similar collective Bargaining Agreements signed with Teamsters Unions to enter into appropriate trust Agreements necessary of the administration of such Funds, and to designate the Employer Trustees under such Trust Agreements, hereby waiving all notice hereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority. The employer shall be solely responsible for all losses resulting from claims denied because the employer fails to make payments to the HEALTH AND WELFARE AND/OR PENSION FUNDS as agreed herein.

## **ARTICLE XVII CONSTRUCTION INDUSTRY ADVANCEMENT PROGRAM**

Each Employer covered by this Agreement shall pay to the Construction Industry Advancement Program (CIAP) an amount as stated in Article XI, Wages, per hour for each hour paid by the Employer to his Employees (currently \$0.13) pursuant to this Collective Bargaining Agreement. Payment shall be made with such instructions and on such forms as are furnished by the Program. Delinquent contributions shall be subject to such penalties or assessments as the Program may prescribe from time to time.

It is agreed by the Employer that the Construction Industry Advancement Program shall not be used for lobbying in support of anti-labor legislation of any kind at municipal, state, or national levels, or to subsidize any Contractor or Contractor Association in connection with any work stoppage or strike, nor shall it be used to support any anti-Union activity.

The Program shall comply with all present and future federal laws governing the same.

The Union shall have no participation or control of any kind or degree whatever, nor shall the Union be connected in any way with the Construction Industry Advancement Program.



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**BIG "C" LUMBER COMPANY**

**AND**

**TEAMSTERS LOCAL UNION NO. 364**



**RECEIVED**

**MAY 24 2011**

**CONTRACT  
DEPARTMENT**

**Effective May 15, 2011 through May 14, 2016**

**ARTICLES OF AGREEMENT  
BIG "C" LUMBER COMPANY  
05-15-2011 through 05-14-2016**

The Big "C" Lumber Company, Inc., located in Granger, Indiana, hereinafter referred to as the Employer, and TEAMSTERS 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.

**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 at the Granger, Indiana, facility.

**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, unless the employees in the bargaining unit refuse or decline to perform such work.

**Section 3.** The Employer agrees that as a condition of continued employment all present and future employees covered by this Agreement shall become and remain members in good standing in Teamsters Local Union No. 364, affiliated with the International Brotherhood of Teamsters, no later than either the 31st day following the beginning of their employment or the 31st 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; provided, however, that the Union shall first furnish to the Employer written instructions signed by each employee authorizing such deductions. 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, except DRIVE deductions which shall be made annually. No such authorization shall be recognized if in violation of state or federal law.

**ARTICLE 2**  
**STEWARDS**

**Section 1.** The Employer shall recognize the right of the Union to appoint or elect a Steward at each yard; provided, however, that the duties of such Steward shall in no way conflict with his regular duties. The Union shall notify the Employer, in writing, the name of the person appointed or elected by the Union as Steward.

**Section 2.** The Employer agrees to grant necessary and reasonable time off, without discrimination and without pay, to any employee designated by the Union to attend a labor convention or to serve in any capacity, on any other official Union business. However, the

**C. Retirees Insurance:**

- 1) Minimum age 61;
- 2) one (1) year of coverage earned for each five (5) years of service with the employer up to a maximum of eight (8) years of coverage;
- 3) same benefit level that is provided to active employees;
- 4) cost of employee and spouse: \$100.00/month;
- 5) expires at 65 or when the maximum years of coverage are exhausted, whichever is sooner.
- 6) All employees hired prior to May 15, 2011 are eligible for retiree insurance. All employees hired after May 15, 2011 are not eligible for retiree insurance.

**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 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.

The employee contribution will not apply to this Section. Any employee that works at least one (1) hour during any week will receive health and welfare coverage for the entire week.

**ARTICLE 22**  
**PENSION**

**Section 1.** Effective May 15, 2011, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Ninety-Three Dollars and Ninety Cents (\$93.90) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective May 15, 2012, the Employer shall contribute to the Fund the sum of One Hundred One Dollars and Forty Cents (\$101.40) per week for each employee. Effective May 15, 2013, the Employer shall contribute to the Fund the sum of One Hundred Seven Dollars and Fifty Cents (\$107.50) per week for each employee. Effective May 15, 2014, the Employer shall contribute to the Fund the sum of One Hundred Fourteen Dollars (\$114.00) per week for each employee. Effective May 15, 2015, the Employer shall contribute to the Fund the sum of One Hundred Twenty Dollars and Eighty Cents (\$120.80) per week for each employee.

**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 six (6) months.

**Section 3.** All employees eligible for the Company 401(K) Plan may contribute up to a maximum allowed in accordance with the Plan, but there will be no employer contributions.

**ARTICLE 23**  
**GRIEVANCE PROCEDURE**

**Section 1.** In this Agreement the term "grievance" means a dispute between the Employer and the Union or between the Employer and an employee concerning the effect, meaning, application, intent and breach or violation of this Agreement.

AGREEMENT between BLACK LUMBER COMPANY, INC., located at Bloomington, Indiana or its successors, (hereinafter referred to as the "Company") and the CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS, LOCAL UNION NO. 135, of Indianapolis, Indiana, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, (Teamsters) or its successors, (hereinafter referred to as the "Union").

It is the intention of the parties to this Agreement to provide for a workable understanding of the relations to exist between the members of the Union and the Company which shall be in the best interest of all parties concerned and shall be an effort to promote good working relations for the members and to help the members better understand management's need for productive endeavor on the part of the members

FOR THE PERIOD

June 1, 2013 through May 31, 2016

**RECEIVED**

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DEPARTMENT

Contributions to the Health Benefits 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. 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 contribution to the Health Benefits 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, shall have the right to take such action as they deem necessary until such delinquent payments are made.

#### ARTICLE XIV

##### Pensions

Effective June 1, 2013, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Fifty Eight Dollars and Thirty Cents (\$58.30) per week for each member covered by this Agreement who has been on the payroll thirty (30) days or more. Effective June 1, 2014, the weekly contributions shall be Sixty Dollars and Sixty Cents (\$60.60) per week. Effective June 1, 2015, the weekly contributions shall be Sixty Three Dollars and No Cents (\$63.00) per week.

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

If a member is absent because of an excused illness or injury, not job related, and notifies the Company of such absence, the Company shall continue to make the required contributions to the Pension Fund for a period of thirty (30) days. In the event the member is unable to return to work within a period of thirty (30) days, which period of time shall commence to run from the first day following such excused injury or excused illness, the Company shall not be required to make any further contributions to the Pension Fund for that member.

In the event the cause of absence is job related (i.e., injury on the job), the Company shall continue to make the required contributions for a period of time not to exceed six (6) months.

In the event of layoff, the Company shall continue to pay its share of the required contributions for a period of thirty (30) days. Thereafter, the obligation to pay all contributions shall be exclusively that of the employee. If a member is terminated from employment or quits, the Company shall not be required to make any contributions after such termination of employment.

If a member is granted a leave of absence, the member may direct the Company to withhold a sufficient sum of money from such member to continue to pay into the Pension Fund so that the pension of the member may continue during the period of such leave of absence.

Contributions to the Pension Fund must be made monthly by the Company for each week on each regularly employed qualified member.

## ARTICLE XV

### Management Rights

The management of the Company's operations and direction of the working forces, including, but not limited to, the rights without negotiation to: establish new jobs; abolish or change existing jobs; assign and change delivery routes; employ; promote; train; transfer; lay off; recall; discipline, suspend or discharge for just cause; determine the number of employees necessary for any operation; assign work and determine the number of hours to be worked; schedule hours of work, including starting and quitting times and meal and break times; increase and decrease the work force; establish, change, and maintain production or performance standards and methods; maintain the efficiency of operations and employees; determine products to be handled, produced, manufactured, or sold; schedule the production; determine the source of supply for all goods, or materials; institute technological changes or improvements in operations; decide the number and location of warehouse facilities; close the warehouse or a portion thereof; require the taking of physical, mental, drug, or alcohol tests; and make such reasonable rules and regulations in connection with the Company's operations and the conduct and duties of its employees in respect of such operations as are deemed advisable, will be vested exclusively in the Company, subject only to such limitations as are specifically set forth in this Agreement. The Company need not

## AGREEMENT

THIS AGREEMENT, entered into by and between Blahnik Construction Company who engages in building construction work in Linn County, Johnson County, Iowa County, parts of Benton County, Jones County, Cedar County, Muscatine County, Louisa County, Washington County, Poweshiek County and vicinity, as shown on the attached map, marked "Exhibit A", hereinafter referred to as the "Employer" and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

### ARTICLE 1 RECOGNITION.

#### Section 1.1

The Union shall be the sole representative of the classifications of employees covered by this Agreement in collective bargaining with the Employer. Any person newly employed shall be employed only on a thirty (30) day trial basis during which time he shall either be discharged by the Employer without further recourse, or placed on the regular seniority list.

#### Section 1.2

The Contractor recognizes the Union as a source of recruiting employees and shall immediately contact the Union representative when he wishes to employ men. The Union agrees that its selection of applicants for referral shall be on a non-discriminatory basis, not based on or affected by union membership, by-laws, rules, regulations, constitution or any other aspect of union membership, policies or requirements.

#### Section 1.3

If the Union is unable to refer qualified applicants for employment at the applicable rate of pay within forty-eight (48) hours of the request the Employer shall be free to hire employees from any source at his discretion.

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## ARTICLE 8 PENSION PLAN

### Section 8.1

Effective May 1, 2014, the Employer shall continue to pay into the Central States Southeast and Southwest Areas Pension Fund, the rates listed in Section 8.1 (A) for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

In order to maintain the Pension Benefits Plan 17B for each employee who has been on the payroll for thirty (30) days or more, the Employer will contribute to the Central States Pension Fund May 1, 2014 a sum of \$208.80, May 1, 2015 a sum of \$217.20 per week for each employee covered by this Agreement:

Effective May 1, 2014 Employers shall have the option of making pension contributions on a weekly or hourly basis. Weekly rate May 1, 2014, \$208.80 per week; May 1, 2015, \$217.20 per week. Hourly rate May 1, 2014, \$6.40 per hour for all hours worked, May 1, 2015, \$6.70 per hour for all hours worked. The Employer will sign a Participation Agreement that indicates the hourly or weekly rates chosen. The parties also agree that they must remain at the selected method of reporting (weekly or hourly) for the entire term of the collective bargaining agreement.

### Section 8.2

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 the Southeast and Southwest Areas contracts to which Employers who are party to this contract are also parties.

### Section 8.3

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 8.4

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

ARTICLE 9  
SENIORITY

Section 9.1

Seniority shall prevail at all times. In the event that it is necessary to reduce the number of employees, they shall be laid off in accordance with their seniority rights. Employees so laid off shall be rehired on the same basis.

Section 9.2

Teamster overtime work during the week shall be assigned to that Teamster serving that job. Teamster weekend overtime shall be offered by seniority, but the least senior employees shall be required to work. Teamsters do not have seniority over Laborers.

ARTICLE 10  
RIGHTS OF UNION MEMBERS

Section 10.1

No member of the Union shall be required to work with a non-union man or men employed on work coming within the scope of structural building work or operations or on any non-union work coming within the jurisdiction of this Union except as otherwise noted in this Agreement.

ARTICLE 23  
DAVIS BACON

Section 23.1

The Union agrees that the Davis Bacon rate established for a particular project will prevail. In addition to the established rate, the Contractors shall pay the current fringe benefit rates.

ARTICLE 24  
PERIOD OF AGREEMENT

Section 24.1

THIS AGREEMENT shall be in full force and effect from May 1, 2014 through April 30, 2016 inclusive.

Section 24.2

On or before the 1st day of March, 2016, either party desirous of any change in the working rules for the following year shall submit such request to the representative of the party in question and shall receive a receipt therefore. If neither party makes application for change then this Agreement shall become the body of the new Agreement for the year starting May 1, 2014 to and including April 30, 2016.

CHAUFFEURS, TEAMSTERS AND HELPERS  
LOCAL UNION NO. 238, Affiliated with  
the INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

BLAHNINK CONSTRUCTION  
COMPANY

Redacted by U.S. Treasury

By

Secretary/Treasurer

Redacted by U.S. Treasury

By

Title PRESIDENT

By

Dale L. Walter  
Business Representative

**RECEIVED**

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Title \_\_\_\_\_

CONTRACT  
DEPARTMENT

AGREEMENT

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between

BLUEBINK CORPORATION  
'BUILDING MATERIALS DISTRIBUTION CENTER'

Des Moines, Iowa

and

LOCAL UNION NO. 238

an affiliate of the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

July 1, 2013.

through

June 30, 2019

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DEPARTMENT

## **A G R E E M E N T**

**THIS AGREEMENT**, made and entered into by and between **BLUELINX CORPORATION BUILDING MATERIALS DISTRIBUTION CENTER**, 5631 N.E. 17th Street, Des Moines, Iowa, hereinafter referred to as the "Company" and **LOCAL UNION NO. 238**, an affiliate of the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, hereinafter referred to as the "Union".

### **ARTICLE I - RECOGNITION**

#### **SECTION 1**

The Company recognizes Chauffeurs, Teamsters and Helpers Local Union No 238, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, as set forth in N.L.R.B. Case No. 18-RC-8651, as sole bargaining agency for all drivers and warehousemen but excluding all office-clerical, guards and supervisors as defined in the Act as amended for the purpose of collective bargaining in respect to rates of pay, hours of employment, wages and other conditions of employment.

#### **SECTION 2**

The Employer shall not enter into any agreement or contract with his employees individually which in any way conflicts with the terms and provisions of this Agreement. Any such contract shall be null and void.

#### **SECTION 3**

It is agreed that neither party, the Company nor the Union or Agent nor Representative of either party will coerce, intimidate or discriminate against any employee because of his membership or non-membership in the Union.

#### **SECTION 4**

It is specifically understood and agreed that the management trainees employed by the Company from time to time and who must of necessity obtain their experience by working in the warehouse for a temporary period not to exceed six (6) months are not included in the collective bargaining unit as "employees" within the meaning of Section 1 of this Article. It is further

## ARTICLE 16 - HEALTH AND WELFARE

Effective January 1, 2014 the company will provide Health and Welfare programs as outlined during negotiations or comparable plans. The employee contributions will be equal to 20% of the plan premium for any plans selected. The employee premium sharing will never exceed twenty percent (20%) for the term of this agreement. The monthly employee premium contribution will continue to be made to the company with pre-tax payroll deductions.

## ARTICLE 17 - PENSION

The Employer shall contribute to the Central States Southeast and Southwest Areas Pension fund the listed amount per week for each full time non-probationary employee covered by this Agreement for each week in which a full day is worked. Vacation weeks are counted as weeks worked:

Effective July 1, 2013	\$100.90
Effective July 1, 2014	\$104.90
Effective July 1, 2015	\$109.10
Effective July 1, 2016	\$113.50
Effective July 1, 2017	\$118.00
Effective July 1, 2018	\$122.72

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 Southwest Areas Agreement to which employers who are party to this Agreement are also parties.

By 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 Trustee 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.

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.

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 of the Trustees. Employers who are delinquent must also pay all attorneys fees and costs of collection.

## **ARTICLE 18 - JURY PAY**

### **SECTION 1**

The Company will pay its employees who are required to serve on jury duty the difference between the amount paid them by the Court for such service and the amount the employee otherwise would have earned at work during the time of jury service but not to exceed eight (8) hours in any one day or forty (40) hours in any one week. Hours paid for jury service will not be counted as hours worked for the purpose of computing overtime.

### **SECTION 2**

Employee will make themselves available for work on all days during said week when not required to serve on jury service. By failure to return to work as herein required, employees will forfeit all jury duty pay for the term of their jury service.

### **SECTION 3**

In order to be eligible for jury duty pay the employee must verify with certification of the Clerk of Court all times and days of service.

### **SECTION 4**

**AGREEMENT**

**BETWEEN**

**BLUELINX CORPORATION**

**AND**

**TEAMSTERS LOCAL UNION NO. 364**



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DEPARTMENT

**Effective May 15, 2015 through December 31, 2019**

**ARTICLES OF AGREEMENT  
BLUELINX CORPORATION  
05-15-2015 through 12-31-2019**

The parties to this Agreement, made and entered into by and between the BLUELINX CORPORATION DISTRIBUTION CENTER, Elkhart, Indiana, 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:

**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 employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units, unless the employees in the bargaining unit refuse or decline to perform such work. However, employees outside the bargaining unit may help and assist employees within the bargaining unit providing such help and assistance is not being used by the Employer to avoid filling a vacancy in a full time job beyond the time when such vacancy could reasonably be filled by a permanent employee within the bargaining unit, and providing such help is not being used to deprive employees within the unit of overtime; the intention being that such help, if used, would only be to cover situations of an unusual or emergency nature so far as Employer's business.

**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 31<sup>st</sup> working day following the beginning of their employment or the 31<sup>st</sup> working 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; provided, however, that the Union shall first furnish to the Employer, written instructions signed by each employee authorizing such deductions. 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 Federal and 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. The Union shall indemnify the Employer for any improper deductions remitted to the Union.



company); however, such contributions shall not be paid for a period of more than six (6) months. If an employee is absent because of a family illness covered under the Family Medical Leave Act but not otherwise covered under the above provisions, the Employer shall continue to make the required contributions to the maximum period as required by law. The employee contribution will be due upon their return to work or separation from the company. If an employee is granted a personal leave of absence, the Employer shall make arrangements to collect from said employee sufficient monies to pay the full amount of required contributions into the Health and Welfare Fund during the period of absence. If an employee is absent for uniformed military service, the Employer will make contributions for the first four (4) weeks of absence while on military duty.

**Section 5. MCTWF Participation Opt Outs** – The Employer and the Union have agreed to a Memorandum of Understanding to their collective bargaining agreement to allow employees (hereafter, “participants”) to opt out of Michigan Conference of Teamsters Welfare Fund (“MCTWF”) coverage, subject to and in accordance with the terms and conditions of MCTWF’s Opt Out rules, as may be modified by MCTWF from time to time.

**ARTICLE 21**  
**PENSION**

**Section 1.** The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the listed amounts per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective May 15, 2015	\$140.20
Effective May 15, 2016	\$148.60
Effective May 15, 2017	\$154.50
Effective May 15, 2018	\$160.70
Effective May 15, 2019	\$167.10

**Section 2.** 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. Pension contribution is paid only when an employee has actively worked, received vacation pay, holiday pay or any other wages covered by this Agreement.

**ARTICLE 22**  
**GRIEVANCE PROCEDURE**

**Section 1.** Employees may present their grievance or complaint to the supervisor, and he shall give his decision within seventy-two (72) hours.

**Section 2.** In the event the grievance is not satisfactorily decided, it shall be reduced to writing and signed by the business agent and provided to management, and a meeting shall be scheduled between the Union business agent and management within five (5) workdays. Notwithstanding any of the foregoing, any grievance not submitted in writing within five (5) working days after any employee involved becomes aware of it shall be waived.

**AGREEMENT**

**BETWEEN**

**BLUELIX CORPORATION BUILDING MATERIALS DISTRIBUTION  
CENTER**

**GRAND RAPIDS, MICHIGAN**

**AND**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**GENERAL TEAMSTERS UNION, LOCAL NO. 406**

**JUNE 1, 2010**

**THROUGH**

**MAY 31, 2016**

**NOV 15 2016**

**NOV 15 2016**

**NOV 15 2016**

## AGREEMENT

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of June 2010, by and between BLUELINX CORPORATION, BUILDING PRODUCTS AND DISTRIBUTION CENTER, located at 825 Buchanan, SW Grand Rapids, Michigan, party of the first part, and hereinafter termed the "Employer" and the GENERAL TEAMSTERS UNION, LOCAL NO. 406, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, located at 3315 Eastern Avenue S.E. Grand Rapids, Michigan, 49508, party of the second part, hereinafter termed the "Union"

### WITNESSETH:

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessations of work and employment, and of maintaining a uniform wage scale, working conditions and hours of the employee of the Employer, and of facilitating peaceful adjustments of all grievances which may arise from time to time between the Employer and his employees and of promoting and improving peaceful industrial and economic relations between the parties.

### ARTICLE I

#### RECOGNITION, UNION SHOP AND DUES

##### SECTION I

The Company recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, hours of work and other conditions of employment for the job classifications listed in Article 8 - "Classifications and Rates of Pay", but excluding clerical employees, managerial employees, maintenance coordinators, guards, sales and management trainees and supervisors as defined in the AOT.

Effective 4/1/2015            \$339.01            \$55.00            \$394.01

The monthly employee premium contribution will be made to the company with pre-tax payroll deductions and the company will forward the monthly payment to the trust. No payments will be due until an employee has completed their probationary period.

In the event there is a premium reduction the reduction will be shared on an 80-20 basis with 80% of the reduction credited to the company and 20% of the reduction credited to the employee. Premium increases beyond these amounts are the responsibility of the employee.

In the event there is a significant change in the Federal law affecting the cost or availability of healthcare benefits; or in the event either party finds comparable Health and Welfare coverage available through another source that might provide some significant savings or advantage to the company or the employees; or if any existing plan has an opportunity to significantly reduce costs; either party may request the new information be reviewed, and if mutually agreed, the party's may meet to discuss the new information

All payments into the Welfare Fund must be made within fifteen (15) days from the end of each calendar month to the National Bank of Detroit which has been made depository for the Michigan Conference of Teamsters Welfare Fund.

SECTION 2- PENSION

The Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund on behalf of any employee covered by the collective bargaining agreement (cba) after the employee has been on the payroll for sixty (60) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked. Weekly contributions will be as follows:

Effective June 1, 2010	\$115.60 week
Effective June 1, 2011	\$124.80 week
Effective June 1, 2012	\$132.30 week
Effective June 1, 2013	\$137.60 week
Effective June 1, 2014	\$143.10 week

Effective June 1, 2015

-\$148.82 week

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 70147 Chicago, Illinois, 60694.

### SECTION 3

Contributions to the Health and Welfare and to the Pension Fund must be made for each week on each regular employee who has completed probation and is covered by this Agreement who is working, even though such employee may work only part-time under the provisions of this Agreement, including weeks of paid vacation. 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 Section.

### SECTION 4

If an employee is absent because of illness, or an off-the-job injury, and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the Health and Welfare Fund and Pension Fund for a period of four (4) weeks. The Employer may demand a doctor's certificate to prove the necessity for such absence. 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.

### SECTION 5

Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a monthly period in the payment of contributions to the Health and Welfare and/or Pension Funds, in accordance with the provisions of this Agreement and after the proper official of the Local Union shall have given seventy-two (72) hours written notice to the Employer of such delinquency in the Health and Welfare and/or Pension Funds, 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 in the event such

action is taken, the Employer shall be responsible to the employees covered by this Agreement for losses resulting therefrom

### SECTION 6

It is agreed that the Welfare Fund and Pension Fund will be separately administered, each jointly by Employer and Union, in compliance with all applicable laws and regulations, both State and Federal.

### SECTION 7

By the execution of this Agreement, the Employer acknowledges that the Employers' Association, who is signatory to similar collective bargaining agreements signed with Teamsters' Unions, has entered into appropriate trust agreements necessary for the administration of such funds and has designated the Employer Trustees under such Trust Agreements, and the Employer hereby waives all notice thereof and ratifies all actions taken, or to be taken, by such Trustees within the scope of their lawful authority.

## ARTICLE 17

### FUNERAL LEAVE

An employee who has completed his or her probationary period and who is absent from work to attend the funeral of his or her parent, mother-in-law, father-in-law, brother, sister, child, step-child, grandparents or spouse shall be entitled to take a leave of absence of not more than three (3) days in order to attend the funeral. This leave shall terminate on the day of the funeral unless such funeral is held one hundred and fifty (150) miles from the employees residence in which case the day after the funeral will be included in such leave.

For each day during such absence on which he performs no work for the Company and on which he would otherwise have actually worked the employee shall receive funeral pay not to exceed his regularly scheduled hours times his base hourly rate, but not more than twenty-four (24) times his base hourly rate of thirty (30) if on a ten hour shift

OCT-29-2007 12:00

BELLINGHAM WA

5089665550 P.02/02

OCT 24 2007 4:57 PM

TEAMSTERS LOCAL 40573

OCT 24 2007 13:56 NO. 3810 P.18 3

BlueLink Corporation  
ACCOUNT NO. 0878820-0103-00406-A

**LETTER OF UNDERSTANDING AND AGREEMENT**

Effective June 1, 2007, contributions will be remitted to the Central States Pension Fund on behalf of any employee covered by the collective bargaining agreement (cba) after the employee has been on the payroll for sixty (60) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

**BLUELINK CORPORATION**  
Redacted by U.S. Treasury

**LOCAL UNION NO. 405**  
Redacted by U.S. Treasury

By:

By:

Title: Director John

Title: U-P

Date: 10-29-07

Date: 10-24-07

TOTAL IF. 02

**AGREEMENT**

**By and Between**

**BLUELINX CORPORATION.**

**AND**

**TEAMSTERS LOCAL UNION No. 247**  
**Affiliated with the**  
**International Brotherhood of Teamsters**

**EFFECTIVE: March 27, 2013 through March 31, 2019**

**RECEIVED**

**DEC 09 2013**

**CONTRACT  
DEPARTMENT.**



## **AGREEMENT**

THIS AGREEMENT, is made and entered into as of the 27<sup>th</sup> day of March, 2013, by and between BlueLinx Corporation located at 6101 McKean, Ypsilanti, Michigan, 48197 (hereinafter called the "Company") and Teamsters Local Union No. 247 located at 2741 Trumbull Avenue, Detroit, Michigan, 48216, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, (hereinafter called the "Union").

### **ARTICLE 1 – RECOGNITION**

The Company recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, hours and other conditions of employment for all employees in those classifications of employees covered by this Agreement and listed in Article 22 (Classifications and Wage Rates).

It is specifically understood and agreed that sales and management trainees employed by the Company from time to time and who must of necessity obtain their experience by occasionally working with bargaining unit employees in the warehouse for temporary periods are not included in the collective bargaining unit as "employees" within the meaning of the above paragraph.

### **ARTICLE 2 - UNION SHOP AND DUES**

#### **SECTION 1**

All present and future employees covered by this Agreement shall, as a condition of their continued employment by the Company, become and remain members in good standing in the Union, to the extent of paying or tendering an initiation fee and periodic dues uniformly required as a condition of membership in the Union, no later than either the thirty-first (31<sup>st</sup>) day following the beginning of their employment or the thirty-first (31<sup>st</sup>) day following the effective date of this Agreement, whichever is the later.

#### **SECTION 2**

The Union will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union. Membership in the Union will not be denied or terminated for any reason except as provided by law. The Union, at the time of requesting the discharge of any employee, shall make such request in writing stating the reason therefor.

#### **SECTION 3**

The Company will deduct an initiation fee and periodic Union dues from the pay of employees covered by this Agreement who individually authorize such deductions in writing. The Union shall present to the Company an executed copy of such authorization

**SECTION 6**

All employees covered under the collective bargaining agreement between the Company and Union must participate in the MCTWF plan.

**SECTION 7**

Employee Contributions towards Total Weekly Contribution:

<u>Effective Date:</u>	<u>Total Capped Weekly Premium:</u>	<u>Weekly Employee Premium:</u>	<u>Weekly Company Premium:</u>
3/27/13	\$289.50	\$15.00	\$274.40
3/31/13	\$314.65	\$22.00	\$292.65
5/12/13	\$310.40	\$22.00	\$288.40
3/30/14	\$332.35	\$27.00	\$305.35
3/29/15	\$348.95	\$33.00	\$315.95
4/3/16**	\$362.10	\$38.00	\$324.10
4/2/17**	\$383.32	\$45.00	\$338.82
4/1/18	\$406.85	\$50.00	\$356.85

\*\* If in year five (5) or year six (6) of the Agreement the plan premium is increased beyond the Company capped premium the increase will be shared fifty percent (50%) by the employee and fifty percent (50%) by the Company.

Employees will be responsible through payroll deduction to pay any amount over and above the Company's capped weekly contribution for their health and welfare coverage.

**ARTICLE 19 – PENSION**

**SECTION 1**

The Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund (the "Fund") for each regular full-time employee covered by this Agreement who has completed his/her probationary period, as follows:

<u>Effective Date:</u>	<u>Amount per week:</u>
3/27/13	\$124.80
4/1/13	\$132.30
4/1/14	\$140.20
4/1/15	\$148.60
4/1/16	\$154.50
4/1/17	\$160.70
4/1/18	\$167.10

## **SECTION 2**

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 the Company is also a party.

## **SECTION 3**

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

## **SECTION 4**

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

## **SECTION 5**

Contributions to the 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 Agreement, including weeks where work is performed for the Company 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.

## **SECTION 6**

During the term of this Agreement remittances shall be payable on the first (1<sup>st</sup>) of each month for all full work weeks completed the previous month. Payments shall be made on or before the fifteenth (15<sup>th</sup>) of the month following and forwarded to a depository to be selected by the parties hereto. Copies of the Trust Agreement will be a file subject to inspection at the offices of both the Union and the Company.

**AGREEMENT**

between

**BLUELINK CORPORATION**

**MINNEAPOLIS MINNESOTA FMDC**

and

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
LOCAL 170**

**July 15, 2014**

**through**

**July 14, 2020**

**RECEIVED**

**SEP 29 2014**

**CONTRACT  
DEPARTMENT**

## **AGREEMENT**

This Agreement is entered into the fifteenth (15th) day of July 2014 by and between BlueLinx Corporation, Minneapolis, Minnesota; herein after referred to as the Employer, and Construction, Building Material, Ice & Coal Helpers & Inside Employees Union Local Number 120, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

### **ARTICLE 1 - RECOGNITION**

#### **SECTION 1**

The Company recognizes THE CONSTRUCTION, BUILDING MATERIAL, ICE & COAL HELPERS & INSIDE EMPLOYEES UNION LOCAL UNION NUMBER 120, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS as the sole bargaining agent for all Production and Maintenance employees including Material Handlers and Truck Drivers employed by the Employer at its Minneapolis, Minnesota FMDC facility but excluding office clerical employees, managerial employees, domicile drivers, maintenance coordinators, guards and supervisors as defined in the Act as amended for the purpose of collective bargaining in respect to rates of pay, wages, hours of work and other conditions of employment.

#### **SECTION 2**

There shall be no discrimination against any employee because of Union affiliation. All employees in the listed classifications shall become members of the Union after thirty (30) working days of date of employment, signing of this agreement or effective date of this clause whichever is later.

#### **SECTION 3**

It is specifically understood and agreed that sales and management trainees employed by the Company from time to time and who must of necessity obtain their experience by occasionally working in the warehouse or production area for temporary periods of two (2) weeks or less are not included in the collective bargaining unit as "employees" within the meaning of Section 1 of this Article. It is further understood that the assignment of a sales and /or management trainee will be with an bargaining unit employee and will not result in the laying off of an employee in the bargaining unit who is actively employed at the time the sales and management trainee is so engaged.

### **ARTICLE 2 - UNION SECURITY**

The Employer Agrees that all unit employees shall, as a condition of employment, become and remain members in good standing of the Local Union. Employees who pay the Local Union's initiation fees (if any) and dues relating to the Union's representational function shall be deemed to have satisfied the membership in good standing obligation.

## ARTICLE 22 - HEALTH SERVICES

The company will continue to participate for all eligible employees in the Health and Medical provided by the Minnesota Teamsters Construction Division Health & Welfare fund with benefit levels provided during negotiations. (Minnesota Teamsters Construction Division Health and Welfare Fund Plan and SPD 2002 Edition)

The Employer shall contribute for hours worked and paid up to a maximum of one hundred seventy three (173) hours per month at the following rate for all employees beginning after the completion of their probation period.

Effective September 1, 2014 and for the life of the agreement \$5.80 per hour capped not to exceed 173 hours per month.

The company is not responsible for any premiums greater than the above capped weekly amounts.

Employees shall contribute the following amounts on a per-pay period basis with all employee contributions being withheld from pay on a pre-tax basis:

Effective September 1, 2014 and for the life of the agreement \$92.62 per pay-period.

These above capped premiums may not be increased by the fund for the life of the agreement. In the event of any premium decrease the reduction will be shared on the basis of 80-20 with 80% of the reduction credited to the company and 20% credited to the employee.

In the event of a significant change in Federal or State law affecting the cost or availability of Healthcare benefits, the parties may request negotiations for the purpose of making changes which are necessary or appropriate to attempt to continue comparable health and welfare benefits or to change benefits to control costs in light of the changes in the law.

In the event the parties identify an alternative medical program or an alternative medical plan provider, the parties may, at their option, chose to review the alternative medical program costs and benefits and review the alternative medical plan provider stability and reputation. And if the company and the union agree the company may move to the new plan and the new provider under terms agreed to by the company and the union.

## ARTICLE 23 - PENSION

The company will make weekly premium contributions for all non-probationary employees who have paid hours in the week with the following caps:

07/13/14	\$142.20
07/13/15	\$148.60

07/13/16	\$154.40
07/13/17	\$160.70
07/13/18	\$167.10
07/13/19	\$173.70

## **ARTICLE 24 - JOB STEWARD**

### **SECTION 1**

The Company recognizes the right of the Union to designate a Job Steward and an alternate for the warehouse from the Company's seniority list. The authority of the Job Steward and the alternate so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
2. The collection of dues when authorized by appropriate Local Union officials.
3. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information:
  - a) have been reduced to writing, or
  - b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns or refusals to handle goods.

### **SECTION 2**

The Job Steward and alternate have no authority to take strike action or any other action interrupting the Employer's business except as authorized by official action of the Union. The Company recognizes these limitations upon the authority of the Job Steward and his alternate and shall not hold the Union liable for any unauthorized acts. The Company in so recognizing such limitations shall have the authority to impose proper discipline including discharge in the event the Job Steward has taken unauthorized strike action or work stoppage in violation of this Agreement.

## **ARTICLE 25 - UNIFORMS**

The employer agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be provided by the employer and maintained by the employee at the standard required by the employer.

**AGREEMENT**

between

**BLUELIX FULL MIX DISTRIBUTION CENTER**

**St. Louis, MO**

**(BRIDGETON, MISSOURI)**

and

**CONSTRUCTION, BUILDING MATERIAL, ICE AND COAL,  
LAUNDRY, DRY CLEANING AND INDUSTRIAL LAUNDRY AND  
DRY CLEANING, DRIVERS, HELPERS, WAREHOUSEMEN, YARDMEN**

**AND ALLIED WORKERS**

**LOCAL UNION NO. 682**

January 15, 2013

through

January 14, 2018

**RECEIVED**

**APR 29 2013**

**CONTRACT  
DEPARTMENT**



## AGREEMENT

THIS AGREEMENT, dated the January 15, 2013, by and between the BLUELINX CORPORATION, Distribution Division, Full Mix Distribution Center, or its successors, located at 13860 Corporate Woods Trail, Bridgeton, 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.

WITNESSETH:

### ARTICLE 1 - 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 truck drivers and warehouse employees of the Company at its Bridgeton facility, but excluding clerical employees, managerial employees, domicile drivers, maintenance coordinators, guards and supervisors as defined in the Act.

It is specifically understood and agreed that sales and management trainees employed by the Company from time to time and who must of necessity obtain their experience by occasionally working with bargaining unit employees in the warehouse for temporary periods are not included in the collective bargaining unit as "employees" within the meaning of the above paragraph. It is further understood that the assignment of a sales and/or management trainee will not result in the laying off of an employee in the bargaining unit who is actively employed at the time the sales and/or management trainee is so engaged or will not result in the failure to hire additional bargaining unit employees as deemed necessary by the Company.

period of four weeks. If an employee is injured on the job the Company will continue to pay the required contributions until such employee returns to work, however, such contributions will not be paid for a period of more than twenty-four (24) weeks beginning with the date of the injury.

Effective Date	Weekly Capped Total Premium	Weekly Employee	Weekly Company
1/15/2013	204.00	-0-	100%
1/15/2014	216.00	2%	Balance
1/15/2015	228.00	2%	Balance
1/15/2016	240.00	2%	Balance
1/15/2017	252.00	2%	Balance

Any premium increases above the capped amounts will be the responsibility of the employee.

### ARTICLE 13 - PENSION

The company will not withdraw from the Central States Pension fund for the life of this agreement. The company shall contribute to the Central States Southeast and Southwest Areas Pension Fund as follows for each employee covered by this Agreement who has been on the payroll sixty (60) calendar days or more for any week in which the employee receives any pay.

Effective	1/15/2012	101.40 per week
	1/15/2013	107.50 per week
	1/15/2014	114.00 per week
	1/15/2015	120.80 per week
	1/15/2016	125.60 per week
	1/15/2017	130.60 per week

If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the company shall continue to pay the required contributions for a period of two (2) weeks. If an employee is injured on the job, the company 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 four (24) weeks. If an employee is laid off through no fault of his own, the Company will make the required contributions for such employee for a period of four (4) weeks.

Notwithstanding anything herein contained, it is agreed that in the event any Company is delinquent at the end of a period in the payment of its contribution to the 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 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. It is further agreed that in the event such action is taken, the Company shall be responsible to the employees for losses resulting therefrom.

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 companies who are party to this contract are also parties.

## **ARTICLE 14 - WORK STOPPAGE LOCKOUT & PICKETING**

### **SECTION 1**

The Union agrees that during the life of this Agreement, there will be no strikes, slow-downs, sympathy strikes, stoppages of work, picketing or any other form of interference with the operation or conduct of the Company. The Company agrees that during the life of this Agreement there will be no lockout of the employees covered by this agreement. Any disciplinary measures the Company takes against employees who violate this provision shall not be reviewable through the grievance procedure, except on the basis that the employee, in fact, did not violate this Article.

It shall not be a violation of this agreement, and it shall not be cause for discharge or discipline if an employee or employees refuse to go through or work behind a lawful picket line of a union at another location.

## **ARTICLE 15 - JURY AND ELECTION DUTY**

When employees covered by this Agreement are called upon for jury service or drafted for election duty) they shall advise their supervisor upon receipt of such call, and, if taken from the work for such service, shall be paid based on the number of hours in the employee's regular straight time daily work schedule at their regular hourly rate for each day of absence less whatever jury or election service fees the employee received, provided however, that if the

**AGREEMENT**

**between**

**BLUELINX CORPORATION  
BULK DISTRIBUTION CENTER  
Springfield, Missouri**

**and**

**TEAMSTERS LOCAL UNION NO. 245  
AFFILIATED WITH THE IBT**

**December 6, 2009  
through  
December 5, 2015**

**RECEIVED**

**JAN 22 2010**

**CONTRACT  
DEPARTMENT**

## **ARTICLE 1 - RECOGNITION**

### **SECTION 1**

The Company recognizes Teamsters Local Union No. 245, affiliated with the IBT as set forth in N.L.R.B Case No. 17-RC-7267, as sole bargaining agency for all full time and regular part time truck drivers, warehousemen and utility personnel employed by BlueLinx Corporation at its facility located at 3220 East Cherry Street, Springfield, Missouri excluding office clerical employees, all other employees, guards and supervisors as defined in the Act, as amended, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

### **SECTION 2**

The Employer shall not enter into any agreement or contract with his employees individually or collectively which in any way conflicts with the terms and provisions of this Agreement.

### **SECTION 3**

It is specifically understood and agreed that the management or sales trainees employed by the Company from time to time, and who must, of necessity, obtain their experience by working in the warehouse for a temporary period, not to exceed six (6) months, are not included in the collective bargaining unit as "employees" within the meaning of Section 1 of this Article. It is further understood that the hiring of a management trainee will not result in the laying off of an employee in the bargaining unit who is actively employed at the time the management trainee goes on the payroll.

## **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 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

**ARTICLE 18 – PENSION**

The company will submit pension contributions to the Teamsters Central States Pension Fund for all full time employees for any week they receive pay. The company will submit pension contributions to the Teamsters Central State Pension Fund for all part-time employees for any week they have worked. Contributions will not be due for any week in which no work was performed. Contributions will not be due for any employee who has not completed their probationary period of 90 working days.

Effective Date	Weekly Amount
Dec 6, 2009	\$91.80
Dec 5, 2010	\$99.10
Dec 4, 2011	\$107.00
Dec 2, 2012	\$115.60
Dec 8, 2013	\$124.80
Dec 7, 2014	\$134.80

**ARTICLE 19 - JURY PAY**

**SECTION 1**

The Company will pay its employees who are required to serve on jury duty, the difference between the amount paid them by the Court for such service and the amount the employee otherwise would have earned at work during the time of jury service but not to exceed eight (8) hours in any one day or ten hours straight-time pay, if working a four day, ten hour straight-time schedule or forty (40) hours in any one week. .

**SECTION 2**

Said employee shall make himself available for work for all days during said week when not required to serve on jury duty. By failure to return to work as herein required the employee will forfeit all jury duty pay for that term of his jury service.

**SECTION 3**

In order to be eligible for jury duty pay the employee must verify with certification of the Clerk of Court all times and days of service.



**CENTRAL STATES  
SOUTHEAST AND  
SOUTHWEST AREAS  
HEALTH AND WELFARE AND PENSION FUNDS**

**EMPLOYEE TRUSTEES**  
FRED GEGARE  
JERRY YOUNGER  
GEORGE J. WESTLEY  
CHARLES A. WHOBREY

**EMPLOYER TRUSTEES**  
HOWARD McDOUGALL  
ARTHUR H. BUNTE, JR.  
TOM J. VENTURA  
GARY F. CALDWELL

**EXECUTIVE DIRECTOR**  
THOMAS C. NYHAN

April 23, 2010

Certified Mail:

7009 2820 0003 8684 6117

Certified Mail:

7009 2820 0003 8684 6124

Tim McPhail  
Assistant Business Representative  
Teamsters Local Union No. 245  
1850 East Division  
Springfield, MO 65803

Thomas Sheridan  
Director of Labor Relations  
Bluelinx Corporation  
4300 Wildwood Parkway  
Atlanta, GA 30339

Re: **Bluelinx Corporation - Springfield, MO Bulk Distribution Center**  
Account No. 0878820-0107-245-A

Gentlemen:

On January 22, 2010, we received the collective bargaining agreement between Local Union No. 245 and the above referenced Employer covering the period December 6, 2009 through December 5, 2015. During our review of the agreement, we noted some language that was inconsistent with Fund policy. Specifically, the Pension Article (Article 18 on page 19) states contributions will not be due for any employee who has not completed their probationary period of 90 working days. The prior agreement contained a waiting period of 40 working days. Therefore, the parties extended the time before contributions are due on these employees. Fund policy requires pension contributions to be remitted on all employees after 30 calendar days, however, the Fund had historically allowed the extended waiting period of 40 working days for your group. We submitted the language of 90 working days to the Trustees at their April 20, 2010 Board Meeting. The Trustees agreed to accept the 90 working day waiting period before pension contributions begin for duration of this agreement only. Therefore, the renewal agreement in 2015 must be negotiated with a waiting period for pension contributions of no later than 40 working days, regardless of probationary period (the previously grandfathered waiting period) for all employees, including part-time and temporary employees.

Secondly, the same Pension Article states that contributions will be made on part-time employees for any week they have worked, and goes on to state that contributions will not be due for any week in which no work is performed. Fund policy required pension contributions for all compensated periods, regardless of whether any work is performed. Examples are paid vacations, paid holidays, sick time paid, etc. If any compensation is earned for the week, a contribution is required. The Trustees at their April 20, 2010 Meeting also agreed to accept the current language for duration only. The renewal must be negotiated to call for pension

Tim McPhail  
Teamsters Local Union No. 245  
April 23, 2010

Thomas Sheridan  
Bluelinx Corporation

Page 2

contributions for all compensated periods, regardless of whether any work is performed, consistent with Fund policy.

**Your agreement will be processed and accepted as stated above without the need for changes at this time. However, please add this letter to your negotiation's file so that the language in all future renewal agreements can be negotiated to be in compliance with Fund policy.**

If you have any questions, please contact me at (800) 323-2152, extension 3881.

Sincerely,

Redacted by U.S. Treasury

Karl A. Lewis  
Division Manager  
Contracts

cc: Jim Kabell, Secretary-Treasurer, Teamsters Local Union No. 245  
Contract File



**AGREEMENT**

**between**

**BLUELINX CORPORATION**

**BUILDING MATERIALS DISTRIBUTION CENTER  
Akron, OH**

**and**

**TEAMSTERS LOCAL UNION NO. 348**

**RECEIVED**

SEP 17 2012

**CONTRACT  
DEPARTMENT**

**June 24, 2012 through June 23, 2018**

## **AGREEMENT**

This Agreement, made at Akron, Ohio by and between LOCAL UNION NO. 348 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter known as the "Union", and the BLUELINX CORPORATION BUILDING MATERIALS DISTRIBUTION CENTER, Akron, Ohio, hereinafter known as the "Company".

### **ARTICLE 1 - UNION RECOGNITION**

#### **SECTION 1**

The Employer recognizes the Union as the sole and exclusive bargaining agent on behalf of all the employees of the Employer as hereinafter defined in Section 2 with respect to wages, hours and all other terms or conditions of employment.

#### **SECTION 2**

The term "employees" as used in this Agreement are those employees listed in wage classifications covered in Article 18 of this Agreement.

### **ARTICLE 2 - EQUAL EMPLOYMENT OPPORTUNITY**

#### **SECTION 1**

It is the policy and practice of both BlueLinx and the Union to provide equal employment opportunity to all persons without regard to race, color, religion, sex, national origin, sexual orientation, disability or age as defined in applicable Federal and State laws. This includes hiring, assigning, training, promotions, transfers, terminations, compensation, employee benefits and all other conditions of employment. Leaves of absence for Military Service will be governed by the applicable law.

#### **SECTION 2**

Nothing in this Agreement shall preclude the Company from taking all steps necessary to comply with the Americans with Disabilities Act.

### **ARTICLE 3 - CHECK OFF**

The Employer agrees to deduct from the pay of all employees covered by this Agreement monthly dues and initiation fees and agrees to remit to said Local Union such deductions, provided, however, that said employees have individually signed a written authorization to the Employer for the check off of such dues and initiation fees.

Personal holidays must be requested at least forty-eight (48) hours in advance or approved by management.

The Company agrees to allow one (1) eligible driver and one (1) eligible warehouse (warehouse or utility) to be off at any one time.

#### **SECTION 4**

If an employee is injured on the job thirty (30) days or less prior to a holiday and if he is continuously absent from work from date of injury to the qualifying days above mentioned he need not be present on these qualifying days and shall be paid for the holiday (8) hours at his regular straight time hourly rate of pay.

#### **SECTION 5**

For all work performed on any of the holidays designated in the preceding paragraph the employee shall receive one and one-half (1-1/2) times their regular straight time hourly rate in addition to pay received under the preceding paragraph.

#### **SECTION 6**

If an employee is on vacation in a week in which one of the eight designated holidays occurred he shall receive (8) hours pay at the regular straight time hourly rate for such holiday in addition to his vacation pay.

### **ARTICLE 17 – PENSION**

Employees eligible for Pension contributions will be full time non-probationary employees. It is mutually agreed by and between the parties herein that the Company will pay weekly for each eligible employee for each week the employee receives weekly pay from the Company to the Central States Southeast and Southwest Areas Pension Plan as follows:

Effective June 24, 2012 \$97.10  
Effective June 24, 2013 \$102.00  
Effective June 24, 2014 \$106.10  
Effective June 24, 2015 \$110.30  
Effective June 24, 2016 \$114.70  
Effective June 24, 2017 \$119.30

Notification of monthly payment, each month, will be posted.

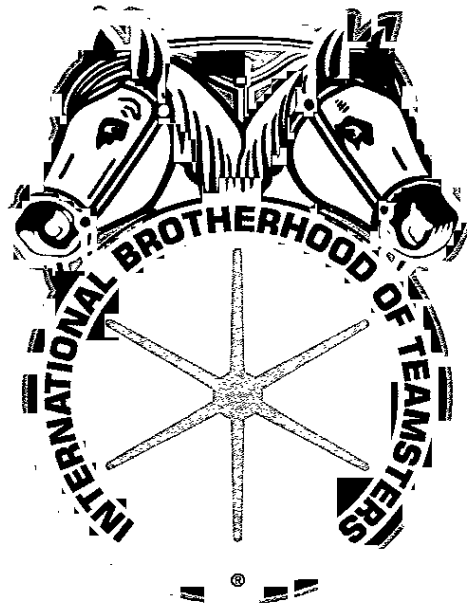
# AGREEMENT

**JUNE 1, 2015 – MAY 31, 2018**

**OSCAR J. BOLDT  
CONSTRUCTION**

**AND**

**GENERAL TEAMSTERS  
LOCAL UNION NO. 662**



**RECEIVED**

**JUL 06 2015**

**CONTRACT  
DEPARTMENT**

## AGREEMENT

THIS AGREEMENT, made and entered into as of the **first day of June 2015**, by and between: OSCAR J. BOLDT CONSTRUCTION herein called "Employers" and Local # 662 of the International Brotherhood of Teamsters; which represents the Employer's employees located at Appleton, Wisconsin shall be members of the Local Union signature to this Agreement, no matter where or what job sites the Employer assigns them to work at.

This revised Agreement embodies all amendments to existing agreements and shall hereafter be recognized as the sole Agreement affecting conditions of employment between the signatory parties hereto.

### **ARTICLE 1 - DURATION OF AGREEMENT**

This Agreement shall be binding upon the parties, their successors and assigns and shall continue in full force and effect from **June 1, 2015 through May 31, 2018**, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration or any anniversary thereof. It is expressly agreed that there shall be no reopening of this Agreement for any matters pertaining to rates of pay, wages, hours of work or other terms and conditions of employment during the term of this Agreement, except as provided for hereafter in Article 16, "SEPARABILITY."

### **ARTICLE 2 - UNION SECURITY**

#### **SECTION 2.1**

- (a) Effective June 1, 2015, due to Wisconsin's recognition of becoming a right to work state on March 9, 2015, sections 2.1(b) and 2.1(c), shall not apply to the extent prohibited by state law.
- (b) 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, on or after seven (7) days following the effective date of this Agreement, or on or after seven (7) 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 fees uniformly required as a condition of acquiring or retaining membership.
- (c) Should any employee covered by this Agreement fail to become or remain a member of the Union in accordance with subsection (b) of this Section, the Employer agrees to discharge such employee within two (2) working days after receipt of a written request from the Union to that effect.

#### **SECTION 2.2**

When the Employer needs additional men, he shall give the Union equal opportunity with all other sources to provide qualified applicants, but the Employer shall not be required to hire those referred by the Union.

## ARTICLE 13 - PENSION

### SECTION 13.1

Effective **June 1, 2015** the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of **Two hundred ninety one dollars and forty cents (\$291.40)** per week for each employee covered by this Agreement who has been on the payroll seven (7) days or more. If the employee was employed by another Employer Signatory to Agreement, the Employer shall begin the weekly contribution immediately upon employment.

Effective **June 1, 2016**, the contribution shall be increased to **Three hundred three dollars and ten cents (\$303.10)** per week.

Effective **June 1, 2017**, this contribution shall be increased to **Three hundred fifteen dollars and twenty cents (\$315.20)** per week.

### SECTION 13.2

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

### SECTION 13.3

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.

### SECTION 13.4

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 for a period of four (4) weeks. If an employee is injured on-the-job, the Employer shall be required to make contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

### SECTION 13.5

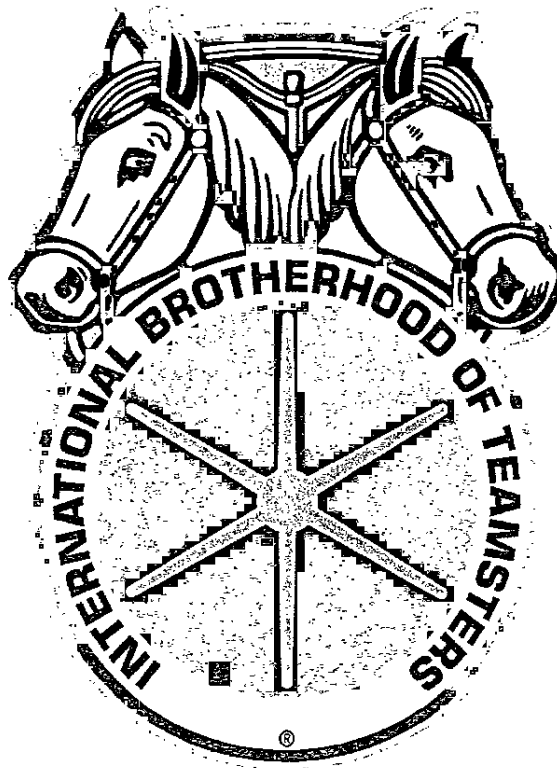
Action for delinquent contributions may be instituted by either the Local Union, the Joint Council or the Trustees. Employers who are delinquent must also pay all Attorney's fees and costs of collections.

## ARTICLE 14 - VACATIONS

### SECTION 14.1

All employees covered by this Agreement shall be permitted up to a maximum of three (3) weeks vacation each year if they so elect. Employee must give two (2) weeks notification of this vacation selection to the Employer.

# BOONES EXPRESS



AND

**TEAMSTER LOCAL NO. 614 RECEIVED**

EFFECTIVE DATES

NOV 09 2012

CONTRACT  
DEPARTMENT

OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2015

# AGREEMENT

THIS AGREEMENT made and entered into this 1st day of October , 2012, effective until September 30, 2015 by and between Party of the First Part, BOONES EXPRESS hereinafter termed the EMPLOYER and TEAMSTERS LOCAL 614, hereinafter referred to as the UNION, agree to be bound by the terms and provisions of this Agreement.

WHEREAS both parties are desirous of preventing strikes and maintaining a uniform scale working conditions and hours of employees of the Employer, and to facilitate peaceful adjustment of all grievances which may arise from time to time be the Employer and his employees.

WITNESSETH

It is hereby mutually agreed by and between the parties hereto as follows:

## ARTICLE I

### Union Shop and Dues

**Section 1:** The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the Employer. The Employer agrees that any and all employees within the classification of work as herein provided shall be members of the Union in good standing as a condition of continued employment. When the Employer needs additional men, he shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union. If a non-member is hired, he shall work under the provisions of this Agreement, shall make application for membership in the Union, and become a member no later than the thirty-first (31) day of his employment and shall thereafter maintain membership in good standing in the Union as a condition of continued employment.

**Section 2:** The Employer agrees to deduct from the employees pay all dues, initiation fees and/or assessments of the Local Union and pay the same to such Local Union, for each and every employee who is a member of the Union provided, however, that the Union presents to the Employer written and signed deduction slips for such dues, initiation fees and/or assessments.

**Section 3: Check-off** If a grievance committee finds that an Employer has not remitted the check-off monies to the Local Union, as required, and the Employer repeats the violation, the Local Union may strike upon 72 hours notice.

### Section 4: Probationary Employees

a. A new probationary employee shall work under the provisions of this Agreement but shall be employed only on a sixty (60) cumulative work day basis, during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this agreement or discriminating against Union members.



**Pension:**

The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement starting on the thirty first (31) day from date of hire. A Pension rate of:

**10/1/12 \$40.10 per Day**

**10/1/13 \$41.70 per Day**

**10/1/14 \$43.40 per Day**

By execution of this agreement, the Employer shall enter into appropriate trust agreements necessary for the administration of such fund or funds and shall designate the employer Trustees under such agreement.

If any employee is absent because of illness or off-the-job 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 leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

Contributions to the Health and Welfare Fund must be made for each week on each regular employee who has received any compensation for that work week.

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 contributions to the Health and Welfare Fund or Funds or Pension Fund or Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, after the proper official of the Local Union has given seventy-two (72) hours, notice to the Employer of such delinquency in Health and Welfare payments or Pension payments, the employees or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made, and it is further agreed that in the event such action is further agreed that in the event such action is taken, the Employer shall be responsible to the Employees for losses resulting there from.

**Section 2: Sick Leave Rights**

(a) In the event of an accident to an employee while on the job, the employee will be paid for the balance of his eight (8) hour shift for that day at straight time.

(b) The Employer, commencing the fifth day after the accident occurs, will pay to the employee three (3) days' pay at his straight time rate, that is, twenty-four (24) hours of straight time pay, less such sums of money received by the employee from any health and accident policy held by him or covering him by the Employer, and/or any amounts received by him by way of Michigan Compensation Commission payments.

(c) This accident payment plan shall apply only to those employees holding one or more year's seniority with the Employer and shall be non-cumulative, but shall be based on three (3) days straight time pay for each six (6) months worked.

**Section 3: Death Benefits** In the event of the death of a member of the employees immediate family, that is, the employee's mother, father, legal spouse, brother, sister or child, the employee shall receive two (2) days of eight (8) hours straight time, regardless of the day of death or the day of the funeral and one (1) day off for purposes of a said funeral.

## ARTICLE X

### Seniority

**Section 1:** Seniority rights for employees shall prevail. Seniority shall be broken only by discharge, voluntary quit, or more than a two (2) year layoff. In the event of a lay-off an employee so laid-off shall be given seven (7) days notice by registered or certified mail to his last known address of recall. The employee must notify the Employer within three (3) days after receipt thereof as to whether or not he intends to report for work and must actually report to work within seven (7) days after receipt thereof unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he shall lose all seniority rights under this Agreement. During the period between the mailing of such notice and the time when the recalled employee actually reports for work within such seven (7) days, the Employer shall have the right to use another employee with less seniority without penalty. A list of employees arranged in the order of their seniority shall be posted in a conspicuous place at their place of employment. Stewards shall be granted super-seniority for purposes of layoff and rehire only, if requested by Local Union within sixty (60) days after the effective date of this Agreement, but only one (1) steward shall have super-seniority for such purposes. Any controversy over the seniority standing of any employee on the seniority list shall be submitted to the joint grievance procedure, as provided hereafter.

**Section 2:** Terminal seniority, as measured by length of service at such terminal shall prevail, excepting in those instances where the employee, the Union and the Joint Committee agree to the contrary.

**Section 3:** In the event that an employee is ordered to a temporary terminal away from his home terminal, comfortable sanitary lodgings shall be furnished by the Employer, in lieu of the Employers furnishing satisfactory lodging, the employee shall be paid Seven Dollars (\$7.00) for each night's rest period, except where accommodation is unavailable at such figure and it is necessary for the driver to pay in excess of Seven Dollars (\$7.00), he shall receive reimbursement of the actual cost of the room. If an employee elects to work away from the home terminal in excess of three (3) days, the lodging allowance shall cease after the third day. It is understood that if the Employer establishes a temporary terminal away from home, the work shall be subject to bids in accordance with the seniority of the men. Once a job is bid upon by an employee, it shall not be subject to further bids more than once each thirty (30) day period, unless such job earlier terminates, or unless otherwise mutually agreed upon. In the event of disagreement over temporary terminals or seniority, the same shall be submitted to grievance procedure.

**Section 4:** The Local Union and the Employer shall agree, subject to the approval of the Joint Committee, on circumstances under which persons who leave the classification of work covered by this Agreement, but remain in the employ of the Employer in some other

COLLECTIVE BARGAINING  
AGREEMENT

By and Between

**BOOTZ MANUFACTURING COMPANY**  
Evansville, Indiana

and

**CHAUFFEURS, TEAMSTERS AND HELPERS**  
**LOCAL UNION NO. 215**  
Evansville, Indiana

Effective June 5, 2013  
through  
February 15, 2017

**RECEIVED**

JUL 18 2013

**CONTRACT  
DEPARTMENT**

# AGREEMENT

THIS AGREEMENT is made and entered into by and between BOOTZ MANUFACTURING COMPANY, 1400 Park Street, Evansville, Indiana, or its successors or assigns (hereinafter referred to as the "Employer") and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 215, 825 Walnut St., P.O. Box 1040, Evansville, Indiana, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "Union").

## ARTICLE 1

### Purpose

It is the intent and purpose of the parties to this Agreement to promote and improve the industrial and economic relationship between the employees and the Employer and to set forth herein the basic agreement covering rates of pay and conditions of employment between the parties hereto.

## ARTICLE 2

### Union Recognition

The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to wages, hours of work and general conditions of employment for its production and maintenance employees including inspectors employed at the Park Street Plant located at 1400 Park Street, Evansville, Indiana of the Employer, but excluding all office clerical employees, foreman, Q.A. Technician professional employees, guards and supervisors as defined by the National Labor Relations Act.

## ARTICLE 3

### 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 Employer in the unit which is the subject of this Agreement may become members of the Union following the forty sixth (46th) working day following the beginning of their employment or the execution date of this Agreement, whichever is later.

## ARTICLE 4

### Probationary Employees

Employees shall acquire seniority after forty five (45) working days from the date they start working, after which their seniority shall be as of the day they started to work. Medical/Dental coverage will not become effective until the forty sixth (46th) working day of employment. Employees who are laid off before acquiring seniority shall maintain their service record unbroken for the purpose of acquiring seniority if they are re-employed within thirty (30) days from the date of layoff.

ARTICLE 21  
Pension

Section 1. The Employer agrees to contribute to the Central States, Southeast, and Southwest Areas Pension Fund for each regular full-time employee who has been on the payroll thirty (30) days or more as follows:

Effective June 5, 2013 - \$58.80 per week per employee

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 Southeast and 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 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.

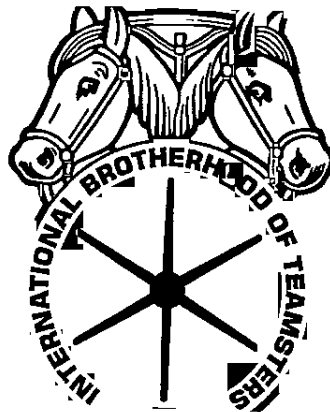
Section 5. Contributions to the Pension Fund must be made for each week on each regular employee even though such employee may work only part-time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in case of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

Section 6. Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of the period in the payment of its 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 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.

**LABOR AGREEMENT  
BETWEEN  
BORDEN DAIRY OF OKLAHOMA  
AND  
DRIVERS/SALESMAN-OPERATIONS EMPLOYEES  
AND  
TULSA GENERAL DRIVERS, WAREHOUSEMEN AND HELPERS  
LOCAL UNION 523  
AFFILIATED WITH THE  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

\*\*\*\*\*

**Period Covered: June 1, 2012 through and including May 31, 2016**



**RECORDED**

**JUL 23 2012**

**CONTRACT  
DEPARTMENT**

## AGREEMENT

This Agreement made and entered into as of June 1, 2012, by and between Borden Dairy of Oklahoma, located at 215 North Denver Street, Tulsa, Oklahoma, hereinafter referred to as "Employer", and the Drivers/Salesman-Operations Employees and General Drivers, Warehousemen and Helpers, Teamsters Local No. 523, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union").

### Witnesseth:

Whereas, pursuant to bargaining proposals exchanged between the parties to this Agreement, the parties did on June 24, 2012, reach a complete agreement on the terms and provisions to be incorporated into this Agreement.

Now, therefore, in consideration of these promises and the mutual promises herein contained, the parties do hereby agree as follows:

## ARTICLE 1 UNION RECOGNITION AND MANAGEMENT FUNCTIONS

1.1 The Employer recognizes the Union to be the sole bargaining agent for all employees of the Employer in the classifications listed employed at the Borden Dairy facility located at 215 North Denver Street, Tulsa, Oklahoma, and individuals presently covered operating in surrounding territories as stipulated by the Employer, excluding from this unit, clerical employees, professional employees, watchmen, plant guards, chief engineer, laboratory technicians and supervisors, as defined in the Labor Management Relations Act of 1947, as amended.

1.2 Nothing in this Agreement shall be deemed to limit or restrict the Employer in any way in the exercise of the customary functions of management, which shall include but shall not be limited to the sole and exclusive right and power to manage its business and direct the working forces, including the right to hire, promote to a higher or better position, to discharge, or discipline for just cause, or schedule work, and to make all changes essential to the efficient operation of its plant, to terminate employment, require employees to observe Employer rules, and to make such rules not inconsistent with the terms of this Agreement relating to its operations as it shall deem advisable, to lay-off employees because of lack of work, to establish and enforce standards of production and standards of quality to decide the number and location of its plants and products to be manufactured, and the method and schedule of production. All functions of management not expressly limited in this Agreement, and then only to the extent limited, are retained by the Employer. It is agreed that the above numerations of management functions shall not be deemed to exclude other functions commonly and properly recognized but not enumerated.

19.14 Effective with the employee's first full vacation year following June 1, 1989 the employee will not earn vacation to be taken in the subsequent vacation year. During the first full vacation year following June 1, 1989, the employee will take the vacation earned in the prior anniversary year. Thereafter, the employee will earn and take his/her vacation in the same vacation year. The vacation year shall be the anniversary year.

19.15 Effective with the employee's second full vacation year following June 1, 1989 the employee will earn 1/12 the vacation he/she is entitled to for each calendar month they work in the vacation year.

19.16 The employee can take vacation in the vacation year before they actually earned it for the vacation year. However, any employee who has received more vacation than he/she has earned at the time of termination for any reason shall repay to the Employer the amount of unearned vacation pay received by him or her. The Employer may take steps necessary to collect vacation over payments, including withholding such amounts from the employee's pay.

19.17 An employee who retires will be entitled to a vacation allowance for the entire year in which he/she retires. An employee who has not taken his/her full year's vacation at the time of retirement will be paid for the used portion.

## **ARTICLE 20** **PENSION PLAN**

20.1. The Employer shall make contributions into the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement (except a temporary employee) who has been on the payroll thirty (30) days or more as follows:

20.2 Effective June 3, 2012 – seventy dollars and sixty cents (\$70.60) per week, per employee.

Effective June 2, 2013 – seventy-three dollars and forty cents (\$73.40) per week, per employee.

Effective June 1, 2014 – seventy-six dollars and thirty cents (\$76.30) per week, per employee.

Effective May 31, 2015 – seventy-nine dollars and forty cents (\$79.40) per week, per employee.

20.3 Time paid for but not worked, such as holidays and vacation time, shall be considered as time worked for the purpose of this Article.

20.4 In the event that any student, seasonal, part-time or temporary employee works 1,000 hours or more in any 12-month period, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as by this contract for full-time employees.

20.5. The Employer contributions as provided herein shall be deductible from gross income as covered in Section 404 of the Internal Revenue Code.



20.6 The Employer will continue contributions for a maximum of four (4) weeks when the employee is absent due to a non-occupational illness or injury.

20.7 The Employer will continue contributions for a maximum of six (6) months when the employee is absent due to an occupational illness or injury.

**ARTICLE 21**  
**HEALTH & WELFARE**

21.1 Effective July 7, 2008 all regular full-time employees will be eligible for coverage under the following plans:

(A) Effective July 7, 2008, the Employer shall contribute to the Central States Southeast and Southwest Areas Health and Welfare Fund, Plan PA for each full-time employee, who has been on the payroll thirty (30) days or more. Effective July 7, 2008, the monthly cost of the insurance Plan PA will be shared by the Company and employee as follows (amounts are a monthly contribution):

<u>Employee Only</u>	<u>Employee</u>	<u>Company</u>
Effective June 3, 2012	\$57.07 (13%)	\$381.90 (87%)
Effective June 2, 2013	\$61.69 (13%)	\$412.82 (87%)
Effective June 1, 2014	\$79.17 (15%)	\$448.63 (85%)
Effective May 31, 2015	Rate to maintain Plan (15%)	Rate to maintain Plan (85%)

<u>Employee + 1 Child</u>	<u>Employee</u>	<u>Company</u>
Effective June 3, 2012	\$75.21 (13%)	\$503.30 (87%)
Effective June 2, 2013	\$80.89 (13%)	\$541.37 (87%)
Effective June 1, 2014	\$103.41 (15%)	\$586.02 (85%)
Effective May 31, 2015	Rate to maintain Plan (15%)	Rate to maintain Plan (85%)

<u>Employee + Spouse</u>	<u>Employee</u>	<u>Company</u>
Effective June 3, 2012	\$63.25 (7%)	\$840.26 (93%)
Effective June 2, 2013	\$78.17 (8%)	\$898.99 (92%)
Effective June 1, 2014	\$87.05 (8%)	\$1001.05 (92%)
Effective May 31, 2015	Rate to maintain Plan (10%)	Rate to maintain Plan (90%)

<u>Family</u>	<u>Employee</u>	<u>Company</u>
Effective June 3, 2012	\$85.33 (7%)	\$1133.64 (93%)
Effective June 2, 2013	\$107.33 (8%)	\$1234.27 (92%)
Effective June 1, 2014	\$130.05 (8%)	\$1495.57 (92%)
Effective May 31, 2015	Rate to maintain Plan (10%)	Rate to maintain Plan (90%)

**LABOR AGREEMENT**

**between**

**SOUTHERN FOODS GROUP, LLC dba  
BORDEN DAIRY, SPRINGFIELD, MISSOURI**

**and**

**TEAMSTERS LOCAL UNION NO. 245**

**APRIL 1, 2014 THROUGH AND INCLUDING MARCH 31, 2017**

**RECEIVED**

**SEP 22 2014**

**CONTRACT  
DEPARTMENT**

## AGREEMENT

### ARTICLE 1 UNION RECOGNITION AND MANAGEMENT FUNCTIONS.

The Company recognizes the Union to be the sole bargaining agent for all employees of the Company in the classifications listed employed in Springfield, Missouri, and individuals presently covered operating in surrounding territories as stipulated by the Company, excluding from this unit clerical employees, professional employees, watch persons, plant guards, chief engineer, laboratory technicians, and supervisors as defined in the Labor Management Relations Act of 1947, as amended. This Agreement pertains to bargaining unit employees working or dispatched from the Company's facility located at 3440 West Division Street, Suite H, Springfield, Missouri. Nothing in this Agreement shall be deemed to limit or restrict the Company in any way in the exercise of the customary functions of management which shall include, but shall not be limited to, the sole and exclusive right and power to manage its business and direct the working forces, including the right to hire, promote to a higher or better position, to discharge or discipline for just cause or schedule work, and to make all changes essential to the efficient operation of its plant, to terminate employment, require employees to observe Company rules and to make such rules not inconsistent with the terms of this Agreement relating to its operations as it shall deem advisable, to lay off employees because of lack of work, to establish and enforce standards of production and standards of quality, to decide the number and locations of its plants and products to be manufactured, and the methods and schedule of production. All functions of management not expressly limited in this Agreement and then only to the extent limited are retained by the Company. It is agreed that the above enumerations of management functions shall not be deemed to exclude other functions commonly and properly recognized but not enumerated.

### ARTICLE 2 UNION SHOP AND CHECKOFF

All present employees who are members of the Local Union on the effective date of this Agreement 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 thirty-first (31<sup>st</sup>) day following the beginning of their employment or on and after the thirty-first (31<sup>st</sup>) day following the effective date of this Agreement, whichever is the later.

In the event that an employee has scheduled his/her vacation as per the contract, and that employee is called for jury duty on the week or weeks in which his/her vacation has been scheduled, that employee shall be allowed to reschedule his/her vacation as close to (before or after) the original time scheduled by that employee without having to bump another employee who has also scheduled his/her vacation for that same period of time,

**ARTICLE 24**  
**PENSION PLAN**

The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund which is to be administered jointly by the parties, the following weekly amounts for each employee covered by this Agreement who has been on the payroll forty-five (45) days or more:

<u>Effective Date</u>	<u>Amount</u>
04-01-14	\$109.50/week
04-01-15	\$118.30/week
04-01-16	\$125.40/week

By execution of this Agreement, the Employer authorizes the Central States Southeast and Southwest Areas Employers Association to enter into an appropriate Trust Agreement necessary for the administration of such Fund and to designate the Company 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 Company 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 fifteen (15) months. If an employee is granted a leave of absence, the Employer shall collect from the 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.

**ARTICLE 25**  
**HEALTH AND WELFARE**

Effective April 1, 2014, the Company shall furnish the Dean Foods ~~306~~ Medical/Dental Plan, with employee contributions, as follows:

Effective	* <u>4/1/14</u>
Single	\$60.00/mth.
Family	\$90.00/mth.

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**Howard L. Bowers Contracting Co., Inc.**

**And**

**GENERAL TRUCK DRIVERS AND HELPERS UNION  
Local No. 92**

**RECEIVED**

**JAN 30 2012**

**CONTRACT  
DEPARTMENT**

**January 1, 2012 – January 1, 2016**

THIS AGREEMENT negotiated by and between the HOWARD L. BOWERS CONTRACTING CO., INC., their successors or assignees, hereinafter referred to as the Employer, and GENERAL TRUCK DRIVERS AND HELPERS UNION LOCAL NO. 92, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

WITNESSETH:

WHEREAS, the parties signatory hereto are desirous of entering into an Agreement embodying wage and conditions of employment 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:

### **ARTICLE 1 – Union Recognition**

- A. That the Employer hereby recognizes the Union, which is signatory hereto, as the sole and exclusive collective bargaining representatives of all the employees of the Employer as hereinafter defined in Appendix A of this Agreement, with respect to wages, hours of work and all other terms and conditions of employment of such employees included within the recognized bargaining unit.
- B. It shall be a condition of employment that all employees of the Employer 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 on the effective date of this Agreement, shall, on the thirty first (31<sup>st</sup>) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty first (31<sup>st</sup>) day following the beginning of such employment become and remain members in good standing in the Union.
- C. If a new employee proves unsatisfactory within sixty (60) working days (including the sixtieth day) from the time of his employment, the Employer may discharge him without controversy from the Union, and during which said sixty (60) working days he shall be considered to be a probationary employee.
- D. The provisions of this Agreement shall be subject to modifications, from time to time, if made necessary through the enactment of any law or laws of governmental authority.

## **ARTICLE 16 - Pension**

Effective April 25, 2012 the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, the sum of twenty four dollars and thirty cents (\$24.30) per day for each employee covered by this Agreement who has been on the payroll thirty (30) days or more, for the duration of the contract. Effective April 25, 2013 the Employer shall contribute the sum of twenty five dollars and eighty cents (\$25.80) per day for each employee covered by this Agreement who has been on the payroll thirty (30) days or more, for the duration of the contract. Effective April 25, 2014 the Employer shall contribute the sum of twenty seven dollars and forty cents (\$27.40) per day for each employee covered by this Agreement who has been on the payroll thirty (30) days or more, for the duration of the contract. Effective April 25, 2015 the Employer shall contribute the sum of twenty nine dollars (\$29.00) per day for each employee covered by this Agreement who has been on the payroll thirty (30) days or more, for the duration of the contract.

By the execution of this Agreement, the Employer authorizes the Board of Trustees to effectuate such lawful and legal agreements, as may be necessary to properly manage said Pension Plan, and do hereby authorize the Employer Trustees to enter into such agreements as may be necessary to administer the Fund within the scope of their authority and laws appertaining thereto.

If an employee is absent from work because of illness or off the job injury and so 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.

Contributions to the Pension Fund shall be made for each week on each regular employee, covered by this Agreement. Contributions shall be made for any regular employee on lay off for any day that he has worked during any said week.

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.

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**Howard L. Bowers Contracting Co., Inc.**

**And**

**GENERAL TRUCK DRIVERS AND HELPERS UNION  
Local No. 92**

**RECEIVED**

JAN 30 2012

**CONTRACT  
DEPARTMENT**

January 1, 2012 – January 1, 2016



THIS AGREEMENT negotiated by and between the HOWARD L. BOWERS CONTRACTING CO., INC., their successors or assignees, hereinafter referred to as the Employer, and GENERAL TRUCK DRIVERS AND HELPERS UNION LOCAL NO. 92, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

WITNESSETH:

WHEREAS, the parties signatory hereto are desirous of entering into an Agreement embodying wage and conditions of employment 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:

### **ARTICLE 1 – Union Recognition**

- A. That the Employer hereby recognizes the Union, which is signatory hereto, as the sole and exclusive collective bargaining representatives of all the employees of the Employer as hereinafter defined in Appendix A of this Agreement, with respect to wages, hours of work and all other terms and conditions of employment of such employees included within the recognized bargaining unit.
- B. It shall be a condition of employment that all employees of the Employer 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 on the effective date of this Agreement, shall, on the thirty first (31<sup>st</sup>) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty first (31<sup>st</sup>) day following the beginning of such employment become and remain members in good standing in the Union.
- C. If a new employee proves unsatisfactory within sixty (60) working days (including the sixtieth day) from the time of his employment, the Employer may discharge him without controversy from the Union, and during which said sixty (60) working days he shall be considered to be a probationary employee.
- D. The provisions of this Agreement shall be subject to modifications, from time to time, if made necessary through the enactment of any law or laws of governmental authority.

## **ARTICLE 16 - Pension**

Effective April 25, 2012 the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, the sum of twenty four dollars and thirty cents (\$24.30) per day for each employee covered by this Agreement who has been on the payroll thirty (30) days or more, for the duration of the contract. Effective April 25, 2013 the Employer shall contribute the sum of twenty five dollars and eighty cents (\$25.80) per day for each employee covered by this Agreement who has been on the payroll thirty (30) days or more, for the duration of the contract. Effective April 25, 2014 the Employer shall contribute the sum of twenty seven dollars and forty cents (\$27.40) per day for each employee covered by this Agreement who has been on the payroll thirty (30) days or more, for the duration of the contract. Effective April 25, 2015 the Employer shall contribute the sum of twenty nine dollars \$29.00) per day for each employee covered by this Agreement who has been on the payroll thirty (30) days or more, for the duration of the contract.

By the execution of this Agreement, the Employer authorizes the Board of Trustees to effectuate such lawful and legal agreements, as may be necessary to properly manage said Pension Plan, and do hereby authorize the Employer Trustees to enter into such agreements as may be necessary to administer the Fund within the scope of their authority and laws appertaining thereto.

If an employee is absent from work because of illness or off the job injury and so 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.

Contributions to the Pension Fund shall be made for each week on each regular employee, covered by this Agreement. Contributions shall be made for any regular employee on lay off for any day that he has worked during any said week.

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.

**2014 - 2017  
WORKING AGREEMENT**

**BETWEEN**

**BOYER FORD TRUCKS, INC.**

**AND**

**GARAGE MAINTENANCE,  
MACHINE WAREHOUSEMEN,  
REPAIRMEN, INSIDE MEN,  
HELPERS AND  
PLASTIC EMPLOYEES  
LOCAL UNION NO. 974**

Affiliated with the  
International Brotherhood of Teamsters

3001 University Avenue S.E.

Suite 301  
Minneapolis, MN 55414

## WORKING AGREEMENT

This Agreement made and entered into by and between BOYER FORD TRUCKS, INC. (The "Company" and the "Employer"), for its truck operations at 2425 Broadway Street, 743 Taft Street, 2601 Broadway Road Minneapolis and 2500 Broadway Drive, Lauderdale, Minnesota (Ford and Sterling), (collectively, the "Company premises"), and LOCAL UNION NO. 974, GARAGE MAINTENANCE, MACHINE WAREHOUSEMEN, REPAIRMEN, INSIDE MEN AND HELPERS AND PLASTIC EMPLOYEES (the "Union"), an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, for itself and on behalf of the employees of the Employer covered by this Agreement (the "Employee").

### ARTICLE 1 RECOGNITION

Section 1.1 Employer recognizes the Union, its agents and representatives, as the exclusive bargaining agent for the Employees.

Section 1.2 Employer will neither negotiate nor make collective bargaining agreements for the employees, unless through duly authorized representatives of the Union. The Union hereby designates its Business Agent and Secretary-Treasurer as its duly authorized representatives.

Section 1.3 Employer agrees that it will not sponsor or promote, financially or otherwise, any group or labor organization, for the purpose of undermining the Union; nor will it interfere with, restrain, coerce or discriminate against any of the Employees in connection with their membership in the Union.

### ARTICLE 2 COVERAGE

Section 2.1 This Agreement shall be applicable to all Employer's employees employed at the company premises in the following job classifications: A2 Master Technicians, A1 Journeyman Technician, B2 Technician, B1 Technician, Apprentice Technicians, Bodymen, Painters, Service Advisors, Inside Parts Salesmen, Warehouse Countertermen Apprentice, Warehousemen, and Parts Driver, Bodyshop Helper, Technicians-Lube LT, Service Supervisors, Service Janitors, Service Drivers, Service Tool Person, Detail Person, Lotmen, Booker/Dispatcher, Maintenance Janitor, Technician, Master Technician, Pre-delivery/Used Truck —LT-ST, (The "Employees").

Section 2.2 This Agreement shall not be applicable to outside parts salesmen, assistant department Managers, parts product specialists, Service Managers, Service Parts Managers, and Parts Warehouse Supervisor. (No more than one person per department per shift for the following classifications: Service Managers, Service Parts Managers and Parts Warehouse Supervisor.)

ARTICLE 19  
HEALTH AND WELFARE AND PENSION FUNDS

**Section 19.1** Effective August 15, 2007, the Employer will provide Medical, Dental, Life and Disability benefits through the Minneapolis Automobile Dealers Benefit Fund. The contributions will be paid on behalf of all employees actively engaged on the first workday of each month. Payment will be due to the Fund no later than the 10<sup>th</sup> day of each month.

Subject to increases over the current premium for single and family coverage, the employer contribution for family coverage will be five hundred ninety-two (\$592.00) per month effective September 1, 2014. The employer contribution for single coverage will be four hundred ninety-two (\$492.00) per month effective September 1, 2014. Employee contributions will be **three hundred ten dollars (\$310.00) for family coverage and one hundred eighty-five dollars (\$185.00) for single coverage.** Employee contributions will be deducted from their checks.

In the event an increase in the premium is required in the judgment of the Trustees of the Fund (in addition to the employee contributions stated in the above paragraph), the employees covered by this agreement will each pay 50% of the amount of premium increases over current rates and the Employer will pay the remaining 50%.

Thereafter, during the remaining term of this Agreement, premium increases will be paid 50% by the Employer and 50% by the employee:

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) workdays to re-qualify for thirteen (13) weeks of contributions for the same illness or injury.

**Section 19.2** The Employer will pay the following rates effective August 1, 2011, 2012, 2013, and 2014 per week per qualified employee into the Central States, Southeast and Southwest Areas Pension Fund:

<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
\$143.10	\$148.80	\$154.80	\$161.00	\$167.40

**Section 19.3** 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 5.

**Section 19.4** No contributions will be required to either the Health or Welfare Plan or the Pension Fund on behalf of part-time employees who are normally scheduled to work twenty hours or less per week.

**Section 19.5** Effective September 1, 2004, the employer will contribute \$26.00 per month per employee into the Flexible Benefits Plan ("the Plan") a 1986 IRS code Section 125(c) qualified cafeteria plan, subject to the Plan's enrollment conditions as specified in the Plan Document effective April 1, 1987, and as restated January 1, 2004. 21

Section 28.2 Both parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law, rule or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are as set forth in this Agreement.

ARTICLE 29  
EQUAL OPPORTUNITY EMPLOYMENT

The Company will not discriminate against or harass any employee or applicant applying for employment because of that person's race, creed, color, religion, gender, age, disability, ancestry, national origin, affectional preference, military status, marital status, or individual's public assistance status; sexual orientation, or familial status.

ARTICLE 30  
EXPIRATION

Section 30.1 This Agreement shall be in full force and be binding upon the successors and assigns of the parties hereto from August 16, 2014 and ending September 30, 2017, and from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the expiration of such year or subsequent year of this desire to modify or change the same. Upon receipt of such notice, a conference shall be arranged within ten (10) days.

Section 30.2 In the event such notice is given, and the parties have not agreed upon a new working agreement upon the expiration of this Agreement, this Agreement nevertheless shall remain in full force and effect, and shall continue to be binding upon both parties hereto during negotiations until either party terminates this agreement by serving written notice of termination of this Agreement upon the party not less than ten (10) calendar days prior to the desired termination date.

BOYER FORD TRUCKS, INC.  
ACCOUNT NO.: 0969700-0108-974A

**LETTER OF UNDERSTANDING AND AGREEMENT**

Contributions will be remitted to the Central States Pension Fund on behalf of any employee, other than a part-time employee, covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for sixty (60) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

In the event that any part-time employee works 1,000 hours or more in any 12-month period, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by this contract for non part-time employees.

BOYER FORD TRUCKS, INC.

Redacted by U.S. Treasury

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*FRES.*

*2-13-08*

LOCAL UNION NO. 974

Redacted by U.S. Treasury

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Principal Officer*

*Feb. 13, 2008*

**RECEIVED**

FEB 19 2008

**CONTRACT  
DEPARTMENT**

# **COLLECTIVE BARGAINING AGREEMENT**

**by and between**

**BRANICK INDUSTRIES, INC.**

**and**

**TEAMSTERS LOCAL 120**

**affiliated with the**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**effective**

**July 1, 2014 -- June 30, 2017**

**RECEIVED**

**FEB 13 2015**

**CONTRACT  
DEPARTMENT**



## AGREEMENT

THIS AGREEMENT is made and entered into by and between BRANICK INDUSTRIES, INC., located at Fargo, North Dakota (hereinafter referred to as the Employer or the Company), and TEAMSTERS LOCAL 120, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, (hereinafter referred to as the Union).

NOW, THEREFORE, IT IS MUTUALLY AGREED to the following terms and provisions covering wages, hours and working conditions:

### ARTICLES OF AGREEMENT

#### 1. RECOGNITION

The Employer agrees to recognize, and does hereby recognize the Union, its agents, representatives or successors, as the exclusive bargaining agent for all of the employees of the Employer as herein defined. The term "employee", as used in this Agreement, shall include all production and maintenance employees (other than unskilled maintenance yard work, trimming grass, picking up garbage, non production painting, janitorial services except for cleaning of production machines) employed in Fargo, North Dakota, by the Employer in the bargaining unit heretofore represented by the Union of employees of BRANICK INDUSTRIES, INC. Excluded from this Agreement are all non-unit employees and supervisory employees as defined by the National Labor Relations Act. The bargaining unit intended to be covered by this Agreement is the bargaining unit covered by an Agreement executed by the Union and BRANICK MANUFACTURING CORPORATION as of March 19, 1968.

Neither the Company nor the Union will discriminate against any employee as to rights guaranteed by Section 7 of the National Labor Relations Act, as amended.

#### 2. UNION MEMBERSHIP

Membership in the Union is not compulsory. Employees have the right to join, not to join, maintain or drop their membership as they see fit. Neither party shall exert any pressure or discriminate against an employee as regards such matters.

The following agency shop clause shall become effective during the term of this contract in the event it is determined to be legal, at which time new or re-engaged employees who have not become members of the Union within thirty (30) calendar days of hiring or re-employment, or employees who have not become members of the Union upon the effective date of this Agreement, must, as a condition of employment or continued employment, pay or tender to the Union sums equal to those paid by Union members for services rendered.

#### 3. CHECK OFF OF UNION DUES

The Employer agrees to deduct, after proper authorization, from the pay of all employees covered by this Agreement, dues, initiation fees, and/or uniform assessments of the Local Union, and agrees to remit all such deductions to said Local Union. Where laws require written

- (D) Accident and sickness insurance – as provided by the Central States Plan M9 which currently provides \$300 per week for qualifying employees for weeks 1-10 and \$350 for weeks 11-26.
- (E) Life Insurance - \$25,000 Employees shall be covered until their retirement, Spouse \$3,000, Dependents \$1,500.
- (F) Accidental Death and Dismemberment – \$25,000.

The Company reserves the right to change insurance carriers during the term of this contract, provided the same or better benefits are provided.

### 37. PENSION PLAN (Full Time Employees)

The Employer will contribute to the Central States, Southeast and Southwest Areas Pension Fund, which is to be administered jointly by the parties, the maximum sum of One Hundred Forty Dollars and Twenty Cents (\$140.20) per week for the period of July 1, 2014 through June 30 2015. Thereafter, the Employer will contribute the maximum sum for the following periods: July 1, 2015 through June 30, 2016, One Hundred Forty-Eight Dollars and Sixty Cents (\$148.60); July 1, 2016 through June 30, 2017, One Hundred Fifty-Four Dollars and Fifty Cents (\$154.50). The Employer agrees to abide by all the rules and regulations established for the said Fund as outlined in the Central States Area Over the Road Master Freight Agreement.

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund 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 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 Trustees within the scope of their authority.

Contributions will be remitted to the Central States Pension Fund on behalf of all employees performing work covered by the collective bargaining agreement after they have been on the Employer's payroll for thirty (30) calendar days.

The parties agree that in the event that an individual employed on a part-time or casual basis works one thousand (1000) hours or more in a twelve (12) month period, he will be considered a regular employee for purposes of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years), will require contributions to the Central States Pension fund in the same manner and amount as required by this contract for regular employees.

**38. INSURANCE AND PENSION PREMIUM PAYMENTS DURING ABSENCE  
(Full Time Employees)**

The Company will continue to pay those benefits in the manner outlined in Article 36, HEALTH AND WELFARE as well as pension for employees who are absent due to industrial or personal illness or injury for three (3) calendar months following the month in which the absence occurred.

The Company will continue to pay those benefits in the manner outlined in Article 36, HEALTH AND WELFARE as well as pension for employees who are absent due to a layoff for the calendar month beyond the month in which the layoff occurs.

Employees on personal leave of absence for other reasons shall make arrangements with the Company to pay their own insurance premiums and pension contributions beginning with the week following the beginning of the leave.

**39. NON-DISCRIMINATION CLAUSE**

The Company and the Union agree that no applicant for employment or employee shall be discriminated against as to hire, promotion, transfer, tenure in employment, or union membership because of race, creed, color, sex, national origin or handicap.

Gender: Whenever any words herein appear in the masculine, they shall be construed as though they appeared also in the feminine.

**40. FUNERAL LEAVE (Full Time Employees)**

Upon request, a full time employee, covered by this Agreement shall be granted the necessary time off from work with pay at the employees regular straight time rate of pay in order to make arrangements for and/or attend a funeral occasioned by a death in the employee's immediate family. Such time off with pay shall be, regardless of distance, three (3) regularly scheduled working days. The days allowed shall be the day of the funeral and the days preceding or succeeding the day of the funeral, not to exceed a total of three (3) scheduled working days. The immediate family is defined as employee's mother, father, spouse, children, stepmother, stepfather, stepchildren, brother, sister, stepbrother, stepsister, mother-in-law, or father-in-law. In addition, employees shall be granted up to two (2) days off from work to attend the funeral of a brother-in-law, sister-in-law, son-in-law, or daughter-in-law, grandchildren, grandparents or the grandparents of a spouse and (1) day off from work to act as a pallbearer. A day is defined as the standard shift duration. Proof of attendance may be required.

Payment shall not be made hereunder when the funeral occurs while the employee is laid off, on a leave of absence, or otherwise receiving pay such as, for example, holiday or vacation pay, worker's compensation or sickness and accident benefits.

**41. TUITION REIMBURSEMENT AND TRAINING**

Upon the satisfactory completion of a job related course of instruction, for which pre-approval has been obtained from the Director of Manufacturing, an employee shall be reimbursed for the

2011 - 2016

AGREEMENT

THIS AGREEMENT, MADE AND ENTERED INTO AS OF THE 17<sup>th</sup> DAY OF MARCH, 2011, BY AND BETWEEN BRECKENRIDGE OF O'FALLON, INC., HEREINAFTER CALLED "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 CALL THE "UNION".

ARTICLE I  
RECOGNITION

SECTION 1. THE EMPLOYER AGREES TO RECOGNIZE THE UNION AS THE EXCLUSIVE COLLECTIVE BARGAINING AGENT OF ALL 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 COVERS ALL WEST AREAS EXCEPT FOR THOSE AREAS REPRESENTED ON THE ATTACHED MAP AS ST. CHARLES OR ST. LOUIS.

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 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 EMPLOYER IN WRITING AS TO WHO IS DESIGNATED AS THE UNION SHOP STEWARD.

SECTION 2. THE EMPLOYER RECOGNIZES THE RIGHT OF THE UNION TO DESIGNATE JOB STEWARDS AND ALTERNATES.

THE AUTHORITY OF THE SHOP STEWARDS AND ALTERNATES SO DESIGNATED BY THE UNION SHALL BE LIMITED TO, AND SHALL NOT EXCEED, THE FOLLOWING DUTIES AND ACTIVITIES:

1. THE INVESTIGATION AND PRESENTATION OF GRIEVANCES IN ACCORDANCE WITH THE PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT-,

**ARTICLE XVIII**  
**MANAGEMENT**

EXCEPT TO THE EXTENT EXPRESSLY ABRIDGED BY AN EXPRESS AND SPECIFIC PROVISION OF THIS AGREEMENT, THE COMPANY RESERVES AND RETAINS ALL OF ITS COMMON LAW OR OTHER RIGHTS TO MANAGE ITS BUSINESS AS SUCH RIGHTS EXISTED PRIOR TO THE EXECUTION OF THIS OR ANY OTHER PREVIOUS AGREEMENT WITH THE UNION. ALL FUNCTIONS OF MANAGEMENT PERTAINING TO THE EFFICIENT AND ORDERLY OPERATION OF THE PLANT, THE MANAGEMENT OF THE WORK, AND THE DIRECTION OF ALL WORKING FORCES AND OF THE AFFAIRS OF THE COMPANY, ARE VESTED EXCLUSIVELY IN THE COMPANY. THE RIGHTS OF MANAGEMENT INCLUDE, BUT ARE NOT LIMITED TO: THE RIGHT TO DIRECT, PLAN AND CONTROL PLANT OPERATIONS; TO DETERMINE THE NUMBER, LOCATION, RELOCATION OR TYPE(S) OF OPERATION(S), AND METHODS, PROCESSES, AND MATERIALS TO BE EMPLOYED; TO DISCONTINUE PROCESSES IN WHOLE OR IN PART; TO DETERMINE THE SCHEDULING AND CHARACTER OF WORK ASSIGNMENTS; TO DETERMINE THE SUFFICIENCY AND QUALITY OF WORK PERFORMANCE OF EMPLOYEES; TO ESTABLISH RULES FOR EMPLOYEE SAFETY, DISCIPLINE AND CONDUCT; TO PROMULGATE WORK RULES" TO LAY OFF EMPLOYEES BECAUSE OF LACK OF WORK OR FOR OTHER REASONS; TO PROMOTE OR DEMOTE EMPLOYEES AND TO SELECT EMPLOYEES FOR PROMOTION TO SUPERVISORY AND OTHER SALARIED POSITIONS; TO DETERMINE THE VOLUME OF PRODUCTION, METHOD(S) OF OPERATION(S) AND TYPE OF PRODUCT (S); TO INTRODUCE NEW AND IMPROVED METHODS OR FACILITIES OR CHANGE EXISTING PRODUCTION METHODS OR FACILITIES-, TO MANAGE THE PLANT TO DETERMINE THE SOURCE AND PURCHASE OR RAW MATERIALS, SEMI-FINISHED AND FINISHED GOODS; TO CONTRACT OUT, SUBCONTRACT OR EXCHANGE WORK; TO ESTABLISH OR CHANGE HOURS OF WORK AND/OR THE NUMBER AND TYPES OF EMPLOYEES REQUIRED; TO ASSIGN WORK TO EMPLOYEES (REGARDLESS OF JOB CLASSIFICATION) IN ACCORDANCE WITH REQUIREMENTS DETERMINED BY MANAGEMENT; TO SELL OR OTHERWISE DISPOSE OF THE PLANT AND/OR OTHER ASSETS; AND TO CLOSE THE PLANT, EITHER TEMPORARILY OR PERMANENTLY.

**ARTICLE XIX**  
**PENSIONS**

EFFECTIVE MARCH 17, 2011, THE EMPLOYER SHALL CONTRIBUTE TO THE CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND THE SUM OF FIFTY DOLLARS AND FIFTY CENTS (\$50.50) FOR EACH DAY, OR PART OF A DAY EITHER WORKED OR COMPENSATED, TO A MAXIMUM OF TWO HUNDRED FIFTY TWO DOLLARS AND FIFTY CENTS (\$252.50) A WEEK, FOR EACH REGULAR EMPLOYEE COVERED BY THIS AGREEMENT WHO HAS COMPLETED THIRTY (30) WORKING DAYS OF EMPLOYMENT.

EFFECTIVE MARCH 17, 2012, THIS CONTRIBUTION SHALL BE INCREASED TO FIFTY THREE DOLLARS (\$53.00) FOR EACH DAY, OR PART OF A DAY EITHER

WORKED OR COMPENSATED, TO A MAXIMUM OF TWO HUNDRED SIXTY FIVE DOLLARS (\$265.00) PER WEEK, PER EMPLOYEE. EFFECTIVE MARCH 17, 2013, THIS CONTRIBUTION SHALL BE INCREASED TO FIFTY FIVE DOLLARS AND TEN CENTS (\$55.10) FOR EACH DAY, OR PART OF DAY EITHER WORKED OR COMPENSATED, TO A MAXIMUM OF TWO HUNDRED SEVENTY FIVE DOLLARS AND FIFTY CENTS (\$275.50) PER WEEK, PER EMPLOYEE. EFFECTIVE MARCH 17, 2014, THIS CONTRIBUTION SHALL BE INCREASED TO FIFTY SEVEN DOLLARS AND THIRTY CENTS (\$57.30) FOR EACH DAY, OR PART OF A DAY EITHER WORKED OR COMPENSATED, TO A MAXIMUM OF TWO HUNDRED EIGHTY SIX DOLLARS AND FIFTY CENTS (\$286.50) PER WEEK, PER EMPLOYEE. EFFECTIVE MARCH 17, 2015, THIS CONTRIBUTION SHALL BE INCREASED TO FIFTY NINE DOLLARS AND SIXTY CENTS (\$59.60) FOR EACH DAY, OR PART OF A DAY EITHER WORKED OR COMPENSATED, TO A MAXIMUM OF TWO HUNDRED NINETY EIGHT DOLLARS (\$298.00) PER WEEK, PER EMPLOYEE.

IF THE CENTRAL STATES PENSION FUND ADOPTS AN HOURLY CONTRIBUTION RATE DURING THE TERM OF THIS CONTRACT, THE UNION HAS THE OPTION OF CHANGING TO AN HOURLY CONTRIBUTION RATE OR REMAINING WITH A WEEKLY CONTRIBUTION 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 CONTRACTS 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 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 OR 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.

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 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 SEVENTY TWO (72) HOURS' NOTICE TO THE EMPLOYER OF SUCH DELINQUENCY IN PENSION PAYMENTS, SHALL HAVE THE RIGHT TO TAKE SUCH ACTIONS 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.

**LETTER OF UNDERSTANDING**

The employees are in Class 18 of Central States Pension Plan with a daily contribution rate of \$50.50. 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

Redacted by U.S. Treasury

Company

Union

Date

Date

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SEP 28 2011

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**ARTICLE XXIV**  
**TERMINATION OF AGREEMENT**

THIS AGREEMENT SHALL BE IN FULL FORCE AND EFFECT FOR THE PERIOD OF MARCH 17, 2011 THROUGH MARCH 16, 2016. SIXTY 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 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.

BRECKENRIDGE OF O'FALLON

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.

Redacted by U.S. Treasury

BY \_\_\_\_\_

Redacted by U.S. Treasury

9-9-2011

9-9-11

NEGOTIATING COMMITTEE:

Kevin N Murray

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SEP 28 2011

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DEPARTMENT



# WORKING AGREEMENT

between

**BREDE, INC.**

and

**TEAMSTERS LOCAL NO. 120**

Affiliated with the International Brotherhood of Teamsters

EFFECTIVE: July 1, 2014

EXPIRES: June 30, 2019

**RECEIVED**

AUG 18 2014

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DEPARTMENT**

## ARTICLES OF AGREEMENT

THESE ARTICLES OF AGREEMENT (hereinafter referred to as the "Agreement") are made and entered into by and between BREDE, INC. (hereinafter referred to as the "Employer") and TEAMSTERS LOCAL NO. 120, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union"), and the parties signatory hereto agree to be bound by the following terms and provisions covering wages and working conditions. Where the term "employee" is used herein, it is understood to mean the employee or employees who are members of the Union covered by this Agreement:

### ARTICLE 1

#### RECOGNITION; MANAGEMENT RIGHTS; AND RESPONSIBILITIES OF THE PARTIES

Section 1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for its employees including freight handlers, foremen, decorators, spares and casuals covered by this Agreement.

Section 1.02 All management rights, prerogatives, privileges and authority of the Employer are hereby expressly retained.

Section 1.03 It is expressly agreed that during the term of this Agreement there shall be no strike or other activity such as a work slow-down, work stoppage, picketing, or such other interference with the Employer's operations by the Union or any employee of the bargaining unit. The Employer agrees that there shall be no lockout during the term of this Agreement.

Section 1.04 The Employer's obligation under this Agreement, including any Supplements thereto, shall be binding upon its successors. The Employer agrees that the obligations of this Agreement shall be included in any agreement(s) of sale or

**ARTICLE 15**  
**PROTECTION OF RIGHTS**

Section 15.01 Picket Lines; Sympathetic Action. 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 enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Union party to this Agreement, and including primary picket lines at the Employer's place of business. Picket lines must be sanctioned.

Section 15.02 Struck Goods. It shall not be a violation of this Agreement and it shall not be cause for discharge, disciplinary action or permanent replacement if any employee refuses to perform any service which his Employer undertakes to perform as an ally of an employer or person whose employees are on strike and which service, but for such strike, would be performed by the employees of the Employer or persons on strike.

**ARTICLE 16**  
**PAY PERIOD**

The pay period shall begin on Saturday at 12:00 a.m. and end Friday at midnight.

**ARTICLE 17**  
**HEALTH AND WELFARE AND PENSION**

For purposes of health and welfare and pension, only List Employees are included; casuals are NOT included.

The Employer agrees to pay into the jointly-administered health and welfare fund for each eligible List Employee.

The agreed upon health and welfare contribution increases are as follows:

Effective 07/01/13	\$266.70 per employee, per week		
Effective 07/01/14	\$275.15 per employee, per week		
Effective 07/01/15	no more than \$20.00 increase per week	\$10.00 per wk	RF
Effective 07/01/16	no more than \$20.00 increase per week	"	RF
Effective 07/01/17	no more than \$20.00 increase per week	"	RF
Effective 07/01/18	no more than \$20.00 increase per week	"	RF

Contributions for health and welfare shall continue for up to thirty (30) days for eligible employees in the case of absence due to non-work related injury or illness.

The Employer shall make payments into the Central States, Southeast and Southwest Areas Pension Fund (hereinafter referred to as the "Pension Fund"), per week, for each eligible List Employee, \$243.90 per week plus increases each year not to exceed:

Effective 07/01/14	\$258.50 per employee, per week
Effective 07/01/15	\$274.00 per employee, per week
Effective 07/01/16	\$290.40 per employee, per week
Effective 07/01/17	\$302.00 per employee, per week
Effective 07/01/18	\$314.10 per employee, per week

In the event that a casual, part-time or seasonal employee works 1,000 hours or more in a twelve (12) month period, he will be considered a regular employee for the purposes of participation in Central States Pension Fund, and all hours worked by him thereafter (for the remainder of that year and all subsequent years) will require contributions to Central States Pension Fund in the same manner and amount as required by this Agreement for regular employees.

All employees who work one (1) day each week will qualify for health & welfare and pension contributions.

LETTER OF UNDERSTANDING AND AGREEMENT

between

TEAMSTERS LOCAL 120

and

BREDE, INC.

List Employees are defined as all regular employees of the Employer who are hired to perform bargaining unit work on a regular basis and who have a reasonable expectation of continued employment subject to the various rights and limitations of the collective bargaining agreement.

Casual employees are bargaining unit employees of the Employer who hired to perform work on an irregular basis as requested by the Employer. Casual employees do not owe a duty, and they do not have a right, of continued employment, and they do not accrue seniority.

Contributions will be remitted to the Central States Pension Fund on behalf of all List Employees performing work covered by the collective bargaining agreement after they have been on the Employer's payroll for thirty (30) calendar days.

The parties agree that in the event that an individual employed on a casual basis works 1,000 hours or more in a 12 month period, he will be considered a regular employee for purposes of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years), will require contributions to the Central States Pension Fund in the same manner and amount as required by this Contract for regular employees.

Accumulation of 1,000 hours shall commence on July 1, 1999.

BREDE INCORPORATED

Redacted by U.S. Treasury

By: \_\_\_\_\_

Title: Kevin

Date: 8/5/14

TEAMSTERS LOCAL NO. 120

Redacted by U.S. Treasury

By: \_\_\_\_\_

Title: John

Date: 7/20/14

**RECEIVED**

AUG 18 2014

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DEPARTMENT**

**AGREEMENT**

by and between

**Brenntag Great Lakes, LLC**

and

**TEAMSTERS "GENERAL" LOCAL UNION NO. 200  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS OF AMERICA**

**EFFECTIVE:**

**July 1, 2014-January 31, 2016**

**RECEIVED**

**MAR 03 2015**

**CONTRACT  
DEPARTMENT**

## AGREEMENT

THIS AGREEMENT, by and between BRENNTAG GREAT LAKES, LLC, of Menomonee Falls, Wisconsin, hereinafter referred to as the "Company" and TEAMSTERS "GENERAL" LOCAL UNION NO. 200, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union," agree to be bound by the following terms and provisions covering wages, hours and working conditions, effective July 1, 2014.

### ARTICLE I - PURPOSE AND SCOPE OF AGREEMENT

Section 1. The purpose of this Agreement is to establish relations and uniform conditions of employment between the parties to promote the harmonious settlement of disagreements by conference and arbitration, to prevent strikes and lockouts, and to promote cooperation between the Company, the employees and the Union.

Section 2. This Agreement covers all drivers, shuttle/warehousemen, production workers and mechanics who are included in the job classifications listed in the Wage Rate Schedule included in Article XV. Supervisory, including working foremen, managerial, administrative, clerical, sales personnel and trainees, and all other employees are not covered by this Agreement.

### ARTICLE 2 - UNION RECOGNITION

Section 1. The Company recognizes the Union as the sole collective bargaining agent for all drivers, shuttle/warehousemen, production workers and mechanics, included in the job classification listed in Article XV, in matters relating to wages, hours and working conditions.

Section 2. The Union recognizes the responsibility imposed upon it as the bargaining agent of the employees, and therefore, agrees that it will cooperate with the Company and lend its support to assure a full day's honest effort on the part of all its members in return for a day's pay.

Section 3. All persons hereafter employed by the Employer in the classifications covered by this Agreement shall become members of the Union not later than the 31st day following the beginning of their employment, or the date of the signing of this Agreement, whichever is later, as a condition of continued employment.

All present employees who are members of the 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 Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 31st day following the beginning of their employment, or on and after the 31st day following the effective date of this subsection or the date of this Agreement, whichever is later.

Section 4 Supplemental Employees. Employer may hire supplemental employees. These employees may be utilized to supplement the regular workforce during the peak vacation seasons May through August and November 1st through January 2nd and other limited periods to fill in

regular day's pay for that day. Should the employee, as a result of an on-the-job injury, require further treatment by the doctor during normal working hours, the employee will be paid his normal rate for the time required for such treatment.

Section 6. Although employees are responsible for the cost of their CDL, the Company will reimburse for the cost of the TWIC (Transportation Worker Indemnification Credential).

#### ARTICLE 16 - TRANSFER OF COMPANY TITLE OR INTEREST

Section 1. In the event that the ownership of the Company is transferred, sold or leased to a successor organization, that successor organization must accept this Agreement in its present form and with its present rights of seniority; however, the successor organization may reopen the contract within forty-five (45) days to bargain in good faith for changes that the successor organization may feel are necessary.

#### ARTICLE 17 - PENSION AND 401 (k) PLAN

Section 1. Effective upon ratification, and for the term of the Agreement, the Employer will contribute to the Central States Southeast Area Pension Fund, Class 17B the weekly sum set forth below:

Effective July 1, 2014	\$208.80
Effective July 1, 2015	\$217.20

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 Southern Conference Area Agreements to which employees who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer authorizes the Employer's 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.

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.

Contributions to the Pension Fund must be made for each week for each employee, even though such employee may work only part-time under the provisions of this Agreement. Contributions shall be made for any regular employee on layoff who has worked one (1) day in



any week for any reason,

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 Conference or the Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collection.

Section 2. The Employer hereby agrees to participate in the Teamsters - National 401(k) Savings Plan (the "Plan") on behalf of all employees represented for purposes of collective bargaining under this Agreement.

The Employer will make or cause to be made payroll deductions for participating employees' wages, in accordance with each employee's salary deferral election subject to compliance with ERISA and the relevant tax code provisions. The Employer will forward the withheld sum to the Plan at such time, in such form and manner as required pursuant to the Plan and Declaration of Trust (the "Trust").

The Employer will execute a Participation Agreement with Local 200 and the Trustees of the Plan evidencing Employer participation in the Plan effective prior to any employee deferral being received by the Plan.

In addition, the Employer agrees to require the payroll system to provide separate paycheck deductions so that the Plan may allow participant loans.

The Employer will make a yearly non-elective contribution in the amount of Five Hundred Dollars (\$500.00) on behalf of eligible employees. To be eligible, the employee must have completed one (1) year of service and be on the seniority list as of December 31.

#### ARTICLE 18 - FUNERAL LEAVE

In the event of a death in the family (father, mother, father or mother-in-law, wife, husband, brother, sister, son, daughter, or grandparent), a regular employee shall be entitled to a maximum of two (2) days off (one (1) day for grandparent) to attend the funeral. The compensable day or days must fall within the employee's regularly scheduled workweek. The parties agree that in applying the terms of the funeral leave clause, the following stipulations shall prevail.

Section 1. A regular employee shall be entitled to a maximum of two (2) days' funeral leave during the period from and including the day of the death of the designated relative to and including the day of the funeral (one (1) day to attend funeral in case of grandparent). To be compensable, the days of funeral leave must fall within the employee's regularly scheduled workweek.

If the day of the funeral does not fall within the employee's regularly scheduled workweek, there shall be a maximum of one (1) compensable day of funeral leave if all other conditions set forth herein are met.

**MEMORANDUM OF AGREEMENT**

**RE: CASUAL EMPLOYEES**

The parties hereby agree that with respect to Article II, Section 4, the utilization of casual employees will be subject to the following terms and conditions:

1. The number of casual employees working shall be limited to one (1) employee per job classification or ten percent (10%) of that job classification, whichever is higher.
2. Casual employees shall not be used to replace full-time employees, to fill vacant full-time positions or be used for truck driving work. The regular workforce shall have preference to all overtime.
3. A casual employee shall be required to join the Union after having worked more than 250 hours in any calendar year period. Except as provided in paragraph 4 below, a casual employee shall be entitled to no benefits or rights of seniority with the sole exception of his/her hourly rate which shall be no less than \$2.00 below the regular classification hourly rate.
4. When a casual employee has worked greater than 1000 hours in a calendar year, such employee shall be converted to regular full-time employee status. Such employee will not be required to serve an additional probationary period and his/her seniority date shall be that date upon which his/her exceeded 1,000 hours in a calendar year. Such employee will then be entitled to any and all benefits, including pension and health and welfare coverage as would otherwise be applicable to a regular full-time employee.
5. Casual employees who have completed their probationary period shall not be disciplined or discharged without just cause. However, in the application of the just cause standard, the parties recognize the differences in the nature of employment between casual and regular full-time employees and, as such, recognize that casual employees and regular employees need not be treated uniformly in regards to exiting company policies, procedures and work rules as well as holiday pay, vacations, seniority rights, sick pay or any other rights available to full-time employees.

Dated this 2nd day of April, 2015.

Redacted by U.S. Treasury

Brenntag Great Lakes, LLC

Redacted by U.S. Treasury

Teamsters "General" Local Union No. 200  
International Brotherhood of Teamsters,  
Chauffeurs, Warehousemen and Helpers of  
America

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**MAR 03 2015**

**CONTRACT  
DEPARTMENT**

21

**AGREEMENT**

Between

**BRENNTAG GREAT LAKES, LLC**

And

**LOCAL UNION No. 90 affiliated with the**

**INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS**

In effect from

**JANUARY 27, 2013 through JANUARY 30, 2016**

**DES MOINES, IOWA**

**RECEIVED**

**JUN 03 2013**

**CONTRACT  
DEPARTMENT**

## **AGREEMENT**

THIS AGREEMENT made this fourth day of April, 2013 by and between LOCAL UNION NO. 90, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA, hereinafter referred to as the Union, and BRENNTAG GREAT LAKES, LLC, 1979 NE 54<sup>th</sup> Avenue, Des Moines, Iowa, hereinafter referred to as the Employer, agree to be bound by the following terms and provisions covering wages, hours, and working conditions.

This Agreement constitutes the complete and final agreement on all bargainable issues. It is recognized by both parties that they have a mutual interest and obligation to maintain friendly relations and a cooperative spirit and to thereby promote safe, productive and efficient operation of the Employer's plant.

### **ARTICLE 1** **RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining agent for all full-time employees, including Driver/Warehousemen employed at the Employer's Des Moines, Iowa facility located at 1979 NE 54<sup>th</sup> Street; excluding guards, office clericals, and supervisors as defined in the Act, as amended. Reference is made to National Labor Relations Board Certification Case No. 18-RC-13401 dated April 1, 1983.

### **ARTICLE 2** **NON-DISCRIMINATION IN EMPLOYMENT**

The Company and Union agree to comply with any non-discrimination in employment laws that are applicable.

Throughout this Agreement, wherever reference to the male gender is utilized, it is construed to mean sexes, male and female.

### **ARTICLE 3** **MANAGEMENT**

The management of the business and the direction of the working force, including but not limited to the right to plan and assign work; to require a reasonable amount of overtime work; to hire, discipline, suspend, or discharge employees for just cause; to layoff and recall employees; to introduce new and improved methods, processes or equipment and the location thereof; to decide what work or services will be performed or purchased; to develop and enforce reasonable rules for employee discipline; to determine production schedules; to schedule working hours; to establish production standards; to establish, change, and enforce work schedules; to abolish, create, or change jobs and their duties; to determine the number of employees and times of shifts; and to manage the operation in the traditional manner, is vested exclusively in the Employer. All of the above set out rights are reserved exclusively by the Employer except where in conflict with the terms and conditions of this Agreement.

### **ARTICLE 4** **NO STRIKE-NO LOCKOUT**

The parties agree that there shall be no slowdown, picketing, work stoppages or strikes during the term of this Agreement. Further, should any of said activity occur, the Union agrees immediately after receiving notice from the Employer of such activity, to advise the Employer, in writing, whether such activity is or is not authorized by the Union, and if not authorized, to use every reasonable means to terminate such activity.

Only regular full-time employees who have completed their probationary period will be eligible for holiday pay.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after such holiday. Any employee on leave of absence or layoff is not eligible for holiday pay.

Employees who work on any of the above named holidays shall receive double time for all hours worked, plus holiday pay.

Holidays falling on Sunday will be observed on the following Monday. In the event December 24 falls on a Sunday in any calendar year, such holiday will be observed on December 26 of such year. In the event December 31 falls on a Sunday in any calendar year, such holiday will be observed on January 2 of the following year.

Holidays falling on Saturday will be observed on the preceding Friday.

#### ARTICLE 21 PENSION PLAN

The Employer shall continue to contribute to the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who has been on the payroll thirty (30) days or more as follows:

Effective	1/27/2013	\$99.00
Effective	1/27/2014	\$103.00
Effective	1/27/2015	\$107.10

This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operation under this Agreement. 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 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 four (4) months.

Contributions to the Pension Fund must be made for each week on each employee, even though such employee may work only part-time under the provisions 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. Contributions shall be made for each week an employee is on vacation, but no contribution will be made if an employee does not work in a week except as provided for in the second and third paragraphs of this Article.

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 Pension Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such Agreement.

**AGREEMENT**

**By and Between**

**BRENNY-DAHL BLOCK CO.**

**901 Highway 33 South**

**Cloquet, MN 55720**

and

**TEAMSTERS GENERAL LOCAL 346**

**Duluth, Minnesota**

**September 1, 2012  
through  
August 31, 2017**

**RECEIVED**

**OCT 01 2012**

**CONTRACT  
DEPARTMENT**

AGREEMENT

By and Between

BRENNY-DAHL BLOCK CO.

and

TEAMSTERS GENERAL LOCAL 346

BRENNY-DAHL BLOCK CO., of Duluth, Minnesota, hereinafter referred to as the "Employer" and the TEAMSTERS GENERAL LOCAL 346 of Duluth, Minnesota, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", agree to the following terms and conditions of this contract.

ARTICLE 1.

RECOGNITION: Section 1. The Union shall be the sole representative of the unit composed of those classifications of employees covered by this Agreement in collective bargaining with the Employer. There shall be no discrimination or discharge of any employee because of Union affiliation.

Section 2. The Company shall have the sole jurisdiction over all the management rights and functions provided there shall be no conflict with the terms of this 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 an occupational injury 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 Health and Welfare Fund during the period of absence.

In the event an employee is absent because of sickness or injury occurring off the job, the Employer agrees to pay the Health and Welfare premium for a period of up to four (4) weeks, provided that the employee furnishes prior to the Employer making such payments, a certificate certifying such sickness or injury from a medical doctor if the Employer requests the same.

Contributions to the Health and Welfare 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, 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 contract shall not be covered by the provisions of this paragraph.

#### ARTICLE 29.

PENSION: Effective September 1, 2012, the Employer shall contribute to a pension fund the sum of one hundred thirty-two dollars and thirty cents (\$132.30) per week, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.



Effective September 1, 2013, the Employer shall contribute to a pension fund the sum of one hundred thirty-seven dollars and sixty cents (\$137.60) per week, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective September 1, 2014, the Employer shall contribute to a pension fund the sum of one hundred forty-three dollars and ten cents (\$143.10) per week, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective September 1, 2015, the Employer shall contribute to a pension fund the sum of one hundred forty-eight dollars and eighty cents (\$148.80) per week, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective September 1, 2016, and for the duration of this Contract, the Employer shall contribute to a pension fund the sum of one hundred fifty-four dollars and thirty cents (\$154.30) per week, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

This Fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND.

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.

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. 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.

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

Section 2. Defined Contribution Plan - It is agreed that a Trust Agreement shall be adopted with a Board of Trustees, an equal number appointed by Teamsters Local 346 and an equal number appointed by participating Employers. The Trustees shall establish a Defined Contribution Plan. The Plan and Trust Agreement shall comply with all applicable provisions of the Internal Revenue Code and the Employee Retirement Income Security Act.

It is further agreed that the Plan shall be a defined contribution plan. The Trust Agreement shall provide that the Trustees may appoint a qualified investment manager as defined in Section 3(38) of ERISA to manage the assets of the Fund.

The Employer agrees to be bound by the provisions of such Trust Agreement and Defined Contribution Plan and all policies adopted by the Board of Trustees, including a collection policy for the recovery of delinquent contributions. The employer further agrees to make contributions no later than the 15th of the month following the month in which contributions are earned and in the amounts set forth in the wage addendum of this contract. Contributions are payable on all hours worked commencing September 1, 2007, and shall be remitted to such

**AGREEMENT**

**BETWEEN**

**BRIGHT SHEET METAL COMPANY, INC.**

**AND**

**COAL, ICE, BUILDING MATERIALS, SUPPLY DRIVERS,  
RIGGERS, HEAVY HAULERS, WAREHOUSEMEN AND HELPERS,  
LOCAL UNION NO. 716, an affiliate of the International Brotherhood  
of Teamsters**

**JUNE 1, 2014 THROUGH MAY 31, 2017**

**RECEIVED**

**NOV 06 2014**

**CONTRACT  
DEPARTMENT**

## BRIGHT SHEET METAL COMPANY, INC. AGREEMENT

This Agreement is by and between Bright Sheet Metal Company, Inc. located at 4212 W. 71<sup>st</sup> Street, Suite A, Indianapolis, IN 46268, acting as negotiating agent for and on behalf of certain firms, a list of which is attached, hereinafter referred to as the "Employer" and Coal, Ice, Building Materials, Supply Drivers, Riggers, Heavy Haulers, Warehousemen and Helpers, Local Union No. 716, an affiliate of the International Brotherhood of Teamsters, 849 S. Meridian Street, Indianapolis, IN 46225, hereinafter referred to as the "Union".

### ARTICLE I

#### BARGAINING UNIT

The Employer agrees to recognize and does hereby recognize the Union, its representatives, agents or successors as exclusive representatives and bargaining agency for all of the truck drivers, truck helpers, and warehousemen covered by this Agreement.

It is understood and agreed that supervision is the Employer's responsibility.

### ARTICLE II

#### UNION SECURITY

Section I. 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 or the execution of this Agreement, whichever is the later; that effective from and after the thirty-first (31st) day following the execution day of this Agreement, 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 of this Agreement. The failure of any person 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 his Union membership in good standing as required therein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person. In the event an Employer has received written notice as above outlined and

trustees, hereby waiving all notice thereof and ratifying all action already taken or to be taken by such trustees within the scope of their authority.

**Section 4.** Contributions to the Indiana Teamsters Health Benefits Funds must be made each month on each regular, part-time or extra employee (after such part-time or extra employee completes the first thirty (30) days of employment for any contributing Employer) even though such regular, part-time or extra employee may work only part-time. Should any employee, duly qualified by having worked for a contributing Employer for thirty (30) days, perform work for more than one Employer during any one (1) week, such contribution in effect shall be paid by the Employer first employing said employee during such week.

**Section 5.** It is mutually agreed that the Employer, upon the receipt of a written request from the employee prior to separation or layoff shall deduct the contributions to the Indiana Teamsters Health Benefits Fund for the subsequent four (4) weeks from the employee's final check. Such sums so withheld to be remitted to the Indiana Teamsters Health Benefits Fund.

**Section 6.** Notwithstanding anything herein contained, it is agreed that in the event any Employer is knowingly delinquent at the end of a period in the payment of his contributions to the Health Benefits Fund or funds created under this Agreement, in accordance with the rules and regulations of the trustees of such funds and refuses to remit when notified, the employees or their representatives shall have the right to take such actions 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.

## ARTICLE XXV

### PENSION

**Section 1.** Effective June 1, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of One Hundred Forty Dollars and Twenty Cents (\$140.20) per week for each employee covered by this Agreement. Effective June 1, 2015, the Employer shall contribute One Hundred Forty Eight Dollars and Sixty Cents (\$148.60) per week for each employee covered by this Agreement and Effective June 1, 2015, the Employer shall contribute One hundred and Fifty Four Dollars and Fifty Cents (\$154.50) per week

**Section 2.** 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.

**Section 3.** By the execution of this Agreement, the Employer authorizes the Employers' Association, which is a 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.

Section 4. 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 be injured. However, such contributions shall not be paid for period of more than four (4) weeks. 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 contributions into the Pension Fund during the period of absence.

Section 5. Contributions to the Pension Fund must be made for each week, on each regular employee, even though such employees may work only part-time under the provisions of this Agreement. Contributions shall be made for any regular employee on layoff who is worked one (1) day in any week for any reason.

If any employee on the seniority list is worked a day in any workweek, either as a replacement or supplemental employee, the Employer shall pay the full weekly contribution for that workweek.

Section 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 created under this Agreement, in accordance with the rules and regulations of the trustees of such funds, after the proper official of the Local Union has given seventy-two (72) hours' notice to the Employer of such delinquency in pension payments, the Local Union or Area Conference shall have the right to take such actions 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.

## ARTICLE XXVI

### WORKING RULES

Section 1. Both parties agree that any working rules now in existence in conflict with the terms of this Agreement shall not be operative, and each party agrees that it will not adopt any working rules for the control of its members that will conflict with the terms or applications of the Agreement.

Section 2. It is further agreed between the parties hereto that this Agreement applies only to the operation of trucks owned or operated by the Employer.

Section 3. Jurisdictional claims, as set forth in working rules of the Union, are to be generally accepted practices, but nothing therein contained shall be construed as an obligation of the Employer to defend the Union in the enforcement of such jurisdictional claims in any dispute which may be pending or which may arise in the future between the

**AGREEMENT**

between

**BRIM CONCRETE<sup>3</sup>**  
**MONTICELLO, INDIANA**  
or its successors (hereinafter referred to as the "Employer" or "Company")

and

**TEAMSTERS LOCAL UNION NO. 135**  
**LAFAYETTE, INDIANA**  
Affiliated with the International Brotherhood of Teamsters  
(hereinafter referred to as the "Union")

Covering

Brim Concrete's Monticello Plant

for the period

May 1, 2013 to April 30, 2017

**RECEIVED**

**OCT 08 2013**

**CONTRACT  
DEPARTMENT**

This Agreement, dated May 1, 2013, by and between the Brim Concrete Company or their successors, hereinafter referred to as the "Company" and Teamsters Local Union No. 135, Lafayette, Indiana affiliated with the International Brotherhood of Teamsters, or its successors, hereinafter referred to as the "Union."

#### ARTICLE 1 - UNION 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 prescribed in this Agreement.

Section 3. The Company shall have the right to designate a lead person and the lead person shall have the responsibility of relaying instructions and giving orders but shall have no authority to impose discipline. The lead person shall report directly to the President of the Company.

#### ARTICLE 2 - UNION SHOP

Section 1. It shall be a condition of employment that all employees of the Employer 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 on the effective date of this Agreement shall, on or after the thirty-first (31<sup>st</sup>) day following the effective date of this Agreement, become and remain members in good standing of the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirty-first (31<sup>st</sup>) day following the beginning of such employment, become and remain members in good standing in the Union.

Section 2. The failure of any employee to maintain his Union membership in good standing as required herein, or the failure of any employee to become a member of the Union at the aforementioned required times, shall obligate the Employer to forthwith discharge such employee upon receiving written notice from the Union to such effect, and to the further effect that Union membership was available to such employee on the same terms and conditions generally available and applicable to other employees and members of the Union. It is understood that the above language of Section 1 and Section 2 is only effective to the extent it is permitted by Indiana State and Federal law.

Section 3. The Employer will neither negotiate nor make any agreements for any of its employees in the bargaining unit covered hereby unless it be through the duly authorized representatives of the Union.

Section 4. The Employer agrees that it will not sponsor or promote financially or otherwise, any group, committee, or labor organization for the purpose of undermining the Union; nor will the Employer interfere with, restrain, coerce, or discriminate in any way against any of its employees in connection with their membership in the Union:



## ARTICLE 28 - HEALTH & WELFARE

Section 1. Effective May 1, 2013, the Employer shall contribute to the Indiana Teamsters Health Benefits Fund Indiana 500 Plan the sum of \$332.00 per week for each employee covered by this Agreement who has been on the payroll sixty (60) days or more. The contribution rate effective May 1, 2014 is \$332.00 per week. The contribution rates for 2015 and 2016 are open. New hires as of July 1, 2013 will pay one (1) hour per week as a co-pay on their Health and Welfare.

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 said illness or off the job injury is documented by a written statement from the employee's doctor. 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 Indiana Teamsters Health Benefits Fund during the period of absence. The Employer shall only be obligated to pay contributions to the Indiana Teamsters Health Benefits Fund for an injured or ill employee who is absent so long as the employee is unable to work. The Employer may from time to time require a statement from the employee's doctor and/or examination by the Employer's doctor, at its expense, to determine the employee's condition.

Section 3. Contributions to the Indiana Teamsters Health Benefits Fund must be computed weekly and paid each four (4) or five (5) week period as designated in the Report and Remittance Form for the Indiana Teamsters Health Benefits Fund.

Section 4. Notwithstanding anything herein contained elsewhere, 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 Indiana Teamsters Health Benefits 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 Health Benefit 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 29 - PENSION

Section 1. Effective May 1, 2013 the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$138.10 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective May 1, 2014 the contribution amount shall be increased to \$143.60 per week for each employee. Effective May 1, 2015 the contribution amount shall be increased to \$149.30 per week for each employee.

Effective May 1, 2016 the contribution amount shall be increased to \$155.30 per week for each employee.

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 said illness or off the job injury is documented by a written statement from the employee's doctor. 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. The Employer shall only be obligated to pay contributions to the Pension Fund for an injured or ill employee who is absent so long as the employee is unable to work. The Employer may from time to time require a statement from the employee's doctor and/or examination by the Employer's doctor, at its expense, to determine the employee's condition.

Section 3. Contributions to the Pension Fund must be computed weekly and paid each four (4) or five (5) week period as designated in the Report and Remittance Form for the Pension Fund.

Section 4. Contributions will be remitted to the Central States Pension Fund on behalf of all employees covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacation, paid holidays, and actual time worked.

Section 5. Notwithstanding anything herein contained elsewhere, 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.

#### ARTICLE 30 - SICK LEAVE

Employees shall receive without loss of pay, four (4) days sick pay per contract year for the life of this Agreement. The Employer may if it so desires, require a doctor's certificate as proof of legitimate sickness. Sick days may accumulate to a total of thirty (30). Unused sick days will be paid for at the end of each calendar year.

AGREEMENT

between

BRIM CONCRETE  
DELPHI, INDIANA

or its successors (hereinafter referred to as the "Employer" or "Company")

and

TEAMSTERS LOCAL UNION NO. 135  
LAFAYETTE, INDIANA

Affiliated with the International Brotherhood of Teamsters  
(hereinafter referred to as the "Union")

Covering

Brim Concrete's Delphi Plant

for the period

May 1, 2013 to April 30, 2017

**RECEIVED**

OCT 08 2013

CONTRACT  
DEPARTMENT

**ORIGINAL**

This Agreement, dated May 1, 2013, by and between the Brim Concrete Company or their successors, hereinafter referred to as the "Company" and Teamsters Local Union No. 135, Lafayette, Indiana affiliated with the International Brotherhood of Teamsters, or its successors, hereinafter referred to as the "Union."

#### ARTICLE 1 - UNION 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 prescribed in this Agreement.

Section 3. The Company shall have the right to designate a lead person and the lead person shall have the responsibility of relaying instructions and giving orders but shall have no authority to impose discipline. The lead person shall report directly to the President of the Company.

#### ARTICLE 2 - UNION SHOP

Section 1. It shall be a condition of employment that all employees of the Employer 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 on the effective date of this Agreement shall, on or after the thirty-first (31<sup>st</sup>) day following the effective date of this Agreement, become and remain members in good standing of the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirty-first (31<sup>st</sup>) day following the beginning of such employment, become and remain members in good standing in the Union.

Section 2. The failure of any employee to maintain his Union membership in good standing as required herein, or the failure of any employee to become a member of the Union at the aforementioned required times, shall obligate the Employer to forthwith discharge such employee upon receiving written notice from the Union to such effect, and to the further effect that Union membership was available to such employee on the same terms and conditions generally available and applicable to other employees and members of the Union. It is understood that the above language of Section 1 and Section 2 is only effective to the extent it is permitted by Indiana State and Federal law.

Section 3. The Employer will neither negotiate nor make any agreements for any of its employees in the bargaining unit covered hereby unless it be through the duly authorized representatives of the Union.

Section 4. The Employer agrees that it will not sponsor or promote financially or otherwise, any group, committee, or labor organization for the purpose of undermining the Union; nor will the Employer interfere with, restrain, coerce, or discriminate in any way against any of its employees in connection with their membership in the Union.

## ARTICLE 28 - HEALTH & WELFARE

Section 1. Effective May 1, 2013, the Employer shall contribute to the Indiana Teamsters Health Benefits Fund Indiana 500 Plan the sum of \$332.00 per week for each employee covered by this Agreement who has been on the payroll sixty (60) days or more. The contribution rate effective May 1, 2014 is \$332.00 per week. The contribution rates for 2015 and 2016 are open. New hires as of July 1, 2013 will pay one (1) hour per week as a co-pay on their Health and Welfare.

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 said illness or off the job injury is documented by a written statement from the employee's doctor. 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 Indiana Teamsters Health Benefits Fund during the period of absence. The Employer shall only be obligated to pay contributions to the Indiana Teamsters Health Benefits Fund for an injured or ill employee who is absent so long as the employee is unable to work. The Employer may from time to time require a statement from the employee's doctor and/or examination by the Employer's doctor, at its expense, to determine the employee's condition:

Section 3. Contributions to the Indiana Teamsters Health Benefits Fund must be computed weekly and paid each four (4) or five (5) week period as designated in the Report and Remittance Form for the Indiana Teamsters Health Benefits Fund.

Section 4. Notwithstanding anything herein contained elsewhere, 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 Indiana Teamsters Health Benefits 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 Health Benefit 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 29 - PENSION

Section 1. Effective May 1, 2013 the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$138.10 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective May 1, 2014 the contribution amount shall be increased to \$143.60 per week for each employee. Effective May 1, 2015 the contribution amount shall be increased to \$149.30 per week for each employee.

Effective May 1, 2016 the contribution amount shall be increased to \$155.30 per week for each employee.

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 said illness or off the job injury is documented by a written statement from the employee's doctor. 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. The Employer shall only be obligated to pay contributions to the Pension Fund for an injured or ill employee who is absent so long as the employee is unable to work. The Employer may from time to time require a statement from the employee's doctor and/or examination by the Employer's doctor, at its expense, to determine the employee's condition.

Section 3. Contributions to the Pension Fund must be computed weekly and paid each four (4) or five (5) week period as designated in the Report and Remittance Form for the Pension Fund.

Section 4. Contributions will be remitted to the Central States Pension Fund on behalf of all employees covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacation, paid holidays, and actual time worked.

Section 5. Notwithstanding anything herein contained elsewhere, 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.

#### ARTICLE 30 - SICK LEAVE

Employees shall receive without loss of pay, four (4) days sick pay per contract year for the life of this Agreement. The Employer may, if it so desires, require a doctor's certificate as proof of legitimate sickness. Sick days may accumulate to a total of thirty (30). Unused sick days will be paid for at the end of each calendar year.

**AGREEMENT**

**between**

**BRIM CONCRETE  
FLORA, INDIANA**

**Or its successors (hereinafter referred to as the "Employer" or "Company")**

**and**

**TEAMSTERS LOCAL UNION NO. 135  
LAFAYETTE, INDIANA**

**Affiliated with the International Brotherhood of Teamsters  
(hereinafter referred to as the "Union")**

**Covering**

**Brim Concrete's Flora, Plant.**

**For the period**

**October 1, 2013 to September 30, 2017**

**RECEIVED**

**DEC. 1 1. 2013**

**CONTRACT  
DEPARTMENT**

## AGREEMENT

This Agreement, is entered into this 1<sup>st</sup> day of October, 2013, by and between the Brim Concrete Company, Flora, Indiana (hereinafter referred to as the "Company" or the "Employer"), and the General Teamsters, Chauffeurs, Warehousemen and Helpers of America Local Union No. 135, or its successors (hereinafter referred to as the "Union").

### ARTICLE 1 - PURPOSE

It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering wages, hours of work, and conditions of employment to be observed between the parties and to provide a procedure for prompt, equitable adjustment of alleged grievances during the life of this Agreement

### ARTICLE 2 - RECOGNITION

Section 1. It is hereby agreed that the Union appropriate for the purpose of collective bargaining shall be the Union as approved by the National Labor Relations Board under the conditions of the shop election, which was held on May 20, 1977, Certification Case Number 25-RC-6599. The Employer agrees to recognize the Union as the sole and exclusive collective bargaining agency for its employees, as hereinafter described, at the Flora, Indiana operation with respect to the rates of pay, wages, hours and other terms and conditions of employment.

Section 2. The appropriate collective bargaining unit is defined as; all truck drivers and all driver's helpers, but excluding office clerical employees, all mechanics, all confidential employees, all guards and supervisors as defined in the act.

### ARTICLE 3 - UNION SECURITY

Section 1. It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the date of execution of this Agreement shall remain members in good standing, and those who are not members on the date of execution of this Agreement shall, on or after the thirty-first (31<sup>st</sup>) calendar day following the date of execution of this Agreement, become and remain members in good standing of the Union. It shall also be a condition of employment that all employees hired after the date of execution of this Agreement and covered by this Agreement shall, on or after the thirty-first (31<sup>st</sup>) day following the date of execution of this Agreement, become and remain members in good standing in the Union.



October 1, 1999 shall have contributions made to the Health Benefits Fund on their behalf for a period of one (1) from the date of layoff. If at the end of said month, the employee returns to work for one (1) week and then resumes layoff status, the Company will make the required contributions for another one (1) month period. This process may continue until weather breaks and employees return to work full time. The Company's obligation to pay said premiums ceases when the employee becomes eligible for coverage under a different employer's health and hospitalization plan. The employee is obligated to inform Brim Concrete Company, Inc, if and when that occurs:

If an employee is granted a leave of absence, the employee may deposit with the Company prior to the leave of absence being effective, sufficient funds to pay the premium payment during the period of the leave of absence, provided that the Company shall not be obligated to pay the premiums for said employee during the leave of absence from its own funds and shall be obligated to pay such premiums only from the funds, if any, deposited with it in advance by said employee.

#### ARTICLE 28 - PENSION

The company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who has been on the payroll thirty (30) days or more the amount designated below:

Effective October 1, 2013 - \$99.00 per week  
Effective October 1, 2014 - \$103.00 per week  
Effective October 1, 2015 - \$107.10 per week  
Effective October 1, 2016 - \$111.40 per week

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 Companies who are party to this contract are also parties.

By execution of this Agreement the Company authorizes the Employer's Association which are 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.

If an employee is absent because of illness or off the job injury and notifies the Employer of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Company will 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 Company 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 a ten percent (10%) penalty for pension contributions not paid within ten (10) days after the close of the reporting period; provided, however, that the individual Employer has the option of depositing contributions in advance on an estimated basis, for which he will be given credit and his account credited and from which he may ask for a refund in case there is an overpayment.

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. Companies who are delinquent must also pay all attorneys' fees and costs of collections.

Notwithstanding anything herein contained, it is agreed that in the event the Company 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 funds, after the proper official of the Local Union has given seventy-two (72) hours' notice to the Company of such delinquency in pension payments in writing to the Employer of such delinquency in Pension payments, the Local Union or Area Conference 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 employee for losses resulting therefrom.

#### ARTICLE 29 - NONDISCRIMINATION

The Company and/or the Union shall not discriminate in favor of or against any employee or applicants for employment covered by this Agreement on account of race, color, sex, religion, creed, or disability as defined by law, age or national origin. In attempting to comply with the Americans with Disabilities Act (ADA), the parties consider the violation of any provisions of this Agreement to be an undue hardship, i.e., the Company may decline to restructure a job, modify work schedules, reassign a disabled person to a vacant position, modify work equipment, grant light duty, if to do so would violate seniority or other provisions of this Agreement.

#### ARTICLE 30 - CARE AND REPLACEMENT OF EQUIPMENT, ETC.

Employees are required to take proper care of the equipment, tools, uniforms and foul weather gear provided by the Company. At the time of termination of an employee's service with the Company, the employee shall return such equipment, tools, uniforms and gear to the Company. Employees needing replacements for said equipment, tools, uniforms or foul weather gear shall present the items to be replaced to the Company.

#### ARTICLE 31 - MANAGEMENT RIGHTS

The company retains the sole and unrestricted right to manage its business and direct the working force, including but not limited to, the right to decide the number and location of plants; the machine and tool equipment, the products to be manufactured, the method of manufacturing, the schedule of production, the processes of manufacturing or assembling, together with all designing, engineering, and control of raw materials and the products manufactured; to maintain

**BRIM CONCRETE  
ACCOUNT NO.: 1027590-0201-00135-A**

**LETTER OF UNDERSTANDING AND AGREEMENT**

Contributions will be remitted to the Central States Pension Fund on behalf of any employee, other than a part-time employee, covered by the collective bargaining agreement after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

In the event that any part-time employee works 1,000 hours or more in any 12-month period, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by this contract for non-part-time employees.

BRIM CONCRETE  
Redacted by U.S. Treasury  
By: \_\_\_\_\_

Title: Pres.

Date: 3-11-14

LOCAL UNION NO. 135  
Redacted by U.S. Treasury  
By: \_\_\_\_\_

Title: Asst. To The President

Date: 3-12-14

**WORKING AGREEMENT**  
**BETWEEN**  
**BRIN NORTHWESTERN GLASS COMPANY**  
**and**  
**TEAMSTERS LOCAL NO. 120**

**Affiliated with the International Brotherhood of  
Teamsters**

**May 1, 2013  
Through  
April 30, 2016**

**RECEIVED**

**APR 12 2013**

**CONTRACT  
DEPARTMENT**

**BRIN NORTHWESTERN GLASS COMPANY**

**WORKING AGREEMENT**

The undersigned firm, hereinafter referred to as the Employer and the **Teamsters Local Union No. 120**, hereinafter referred to as the Union, agree to be bound by the following terms and provisions covering wages and working conditions.

**1. Union Shop:** The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the Employer, all employees in the classifications herein noted shall be members in good standing in the Union. All new employees shall become members of the Union after thirty (30) working days of the date of employment or the signing of this Agreement, whichever is later. Employees who pay the Local Union's initiation fees (if any) and dues relating to the Union's representational function shall be deemed to have satisfied the membership in good standing obligation.

(A) Upon receipt of a voluntary written authorization from an employee, the Employer will deduct uniform monthly Union Dues or an Initiation Fee from wages and forward the aggregate sum to the Financial Secretary of the Union on or before the fifteenth (15<sup>th</sup>) day of each month. The foregoing shall comply will all applicable State and Federal Laws.

**2. Job Steward:** The Employer recognizes the right of the Union to designate a Job Steward or Job Committee to handle such Union business as may from time to time be delegated to the Job Steward or Job Committee by the Union Executive Board.

**3. Granting Time Off:** The Employer agrees to grant the necessary time off without discrimination to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business without pay. Limit time to 5 days per year.

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

**5. Conditions of Employment:** The Employer agrees that in the event an individual employee is receiving a higher hourly rate of pay than the minimum set forth herein, such employee shall not have his rate reduced as a result of the signing of this Agreement. Any wage differential or special working conditions allowed to an individual as a reward of his own merit shall apply to him only as an individual and not to

**26. Pension Plan:** The Employer shall contribute to the Central States Southeast and Southwest Area Pension Fund per week per employee for each regular full time employee who is on the approved seniority list. The amount to be paid is as follows:

<u>Effective Date</u>	<u>Contribution Rate</u>
April 29, 2013	\$ 200.80 per week
April 28, 2014	\$ 208.80 per week
April 29, 2015	\$ 217.20 per week

**27. Duration of Agreement:** This Agreement shall be in full force and effect from May 1, 2013 through April 30, 2016, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to change, modify or terminate this Agreement is given by either party sixty (60) days prior to the annual date of expiration.

In witness whereof the undersigned have caused this Agreement to be fully executed this 22 day of March, 2013.

Brin Northwestern Glass Co.  
Division of Brin Glass Co.  
2300 North 22<sup>nd</sup> Street  
Minneapolis, MN 55411

**TEAMSTERS LOCAL UNION NO. 120**

By:

Redacted by U.S. Treasury  


*U C.F.O.*

By: \_\_\_\_\_

By:

Redacted by U.S. Treasury  


By: *David [Signature]*

DS:slopeiu#12

**RECEIVED**

APR 12 2013

**CONTRACT  
DEPARTMENT**

BRIN NORTHWESTERN GLASS COMPANY  
ACCOUNT NO.: 1027700-0100-00120-A

LETTER OF UNDERSTANDING AND AGREEMENT

Effective May 1, 2013, contributions will be remitted to the Central States Pension Fund on behalf of each regular employee covered by the collective bargaining agreement (cba) after the employee has worked forty five (45) work days within a ninety (90) day period, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

The parties agree that in the event that a part-time or seasonal employee works 1,000 hours or more in any 12-month period, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by this contract for regular employees.

BRIN NORTHWESTERN  
GLASS COMPANY

Redacted by U.S. Treasury

By:

Title:

President

Date:

10-10-13

LOCAL UNION NO. 120

Redacted by U.S. Treasury

By:

Title:

Business Agent

Date:

10/10/13

**RECEIVED**

OCT 10 2013

**CONTRACT  
DEPARTMENT**

LABOR AGREEMENT

BETWEEN

BROADWAY FORD TRUCK SALES, INC.

And

AUTOMOTIVE, PETROLEUM, ALLIED INDUSTRIES AND AIRLINE  
EMPLOYEES UNION LOCAL NO. 618

TERM: SEPTEMBER 1, 2013 THROUGH SEPTEMBER 1, 2016

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**RECEIVED**

JAN 24 2014

COPY  
REQUIREMENT



## AGREEMENT

THIS AGREEMENT by and between BROADWAY FORD TRUCK SALES, INC., hereinafter referred to as the "Company," and AUTOMOTIVE, PETROLEUM, ALLIED INDUSTRIES AND AIRLINE EMPLOYEES UNION LOCAL NO. 618, hereinafter referred to collectively as the "Union."

### ARTICLE I RECOGNITION

The Company recognizes the Union as the exclusive bargaining agent for all employees under its jurisdiction as employed by the Company in St. Louis, Missouri, relative to rates of pay, hours of work and other conditions of employment; but excluding all office employees and all supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action. 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 for the employees under the jurisdiction of this Union.

### ARTICLE II UNION SECURITY

(a) All employees who are members of the Union as of the effective date of this clause shall, as a condition of employment, maintain membership in good standing in the Union for the duration of this Agreement. All other employees after the thirtieth (30<sup>th</sup>) day following the beginning of their employment or the effective date of this clause, whichever is the later, shall as a condition of this employment become members of the Union, and shall maintain such membership in good standing for the duration of this Agreement.

(b) The Company shall give the Union equal opportunity with all other sources to refer suitable applicants for employment, but the Company shall not be required to hire those referred by the Union or any other particular source. In hiring, the Company shall give preference of employment to applicants who have been previously employed in the automotive industry.

(c) The following information shall be given in writing by the Company to the Union within seven (7) days of the date of hiring new employees: (1) name, home address and social security number of employee; (2) date employed.

originating on or after the 1<sup>st</sup> of the first month following their date of hire. (If hired on the 1<sup>st</sup> day of the month, this would be considered the first month.)

**DELINQUENCY** – 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 contribution to the Health and Welfare Fund and 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 72-hour written 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 the employee(s) for losses resulting there from.

#### ARTICLE XVI PENSION PLAN

The Company agrees to pay on the first day of each month into the Central States, Southeast, and Southwest Areas Pension Fund, on each full-time employee covered by this Agreement as follows:

Effective September 1, 2013 =	\$201.20 per week
Effective September 1, 2014 =	\$209.20 per week
Effective September 1, 2015 =	\$217.60 per week

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 above be increased during the life of this Agreement per force of additional moneys paid by Employer; any such increase shall be deducted from the wage rates.

Employer contribution requirements shall be as follows:

- (a) On each regular or extra employee who has been on the payroll thirty (30) days or more (Note 1.)
- (b) On each regular or extra employee who has worked in any week or portion thereof.
- (c) On each Part-Time employee who after September 1, 2013, 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 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.

(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 six (6) months;

(f) 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;

(Note 1.) For purpose of defining "extra employee," it is understood such employee is currently in the employ of the contributing employer and works intermittently.

#### ARTICLE XVII OUTSIDE WORK

The Union and the Company agree that they shall not permit their members or employees to service or repair or sell parts, equipment, etc., at any time for any person other than directed by the Employer and then only when on the Company payroll.

The Company may have the right of immediate discharge without recourse from the Union for violation of this clause and the Union may likewise demand the same penalty for such violation. Such discharge shall include the loss of all termination notice or payment in lieu thereof.

No employee of the bargaining unit shall work on any other job without written approval of the Union and the Company. Violation of this clause may subject such employee to immediate discharge.

#### ARTICLE XVIII MISCELLANEOUS

(a) In the event that any employee is required to serve on jury duty, he shall receive a full day's pay for each day so served, less any amount received for such jury service. If jury duty falls during employee's scheduled vacation, he/she shall be allowed to reschedule vacation.

(b) Any employee who is called back for emergency work after having worked his regular shift and left the premises shall receive a minimum of four (4) hours pay at the overtime rate.

(c) It is mutually agreed and understood that employees covered by this Agreement entering into the employment of a new employer, shall start at the rates of pay determined by their previous experience if in the same classification.

**UNIFORM BUILDING CONSTRUCTION AGREEMENT**

**BETWEEN**

**BROADY-CAMPBELL, INC.**

**AND**

**COAL, ICE, BUILDING MATERIALS, SUPPLY DRIVERS,  
RIGGERS, HEAVY HAULERS, WAREHOUSEMEN AND HELPERS,  
LOCAL UNION NO. 716, an affiliate of the International Brotherhood  
of Teamsters**

**JUNE 1, 2014 THROUGH MAY 31, 2017**

**RECEIVED**

**AUG 05 2014**

**CONTRACT  
DEPARTMENT**

# **UNIFORM BUILDING CONSTRUCTION AGREEMENT**

This Agreement is by and between Broady Campbell, Inc. located at 2115 Andrew J. Brown Avenue, Indianapolis, IN 46202, acting as negotiating agent for and on behalf of certain firms, a list of which is attached, hereinafter referred to as the "Employer" and Coal, Ice, Building Materials, Supply Drivers, Riggers, Heavy Haulers, Warehousemen and Helpers, Local Union No. 716, an affiliate of the International Brotherhood of Teamsters, 849 S. Meridian Street, Indianapolis, IN 46225, hereinafter referred to as the "Union".

## **ARTICLE I**

### **BARGAINING UNIT**

The Employer agrees to recognize and does hereby recognize the Union, its representatives, agents or successors as exclusive representatives and bargaining agency for all of the truck drivers, truck mechanics, truck helpers, warehousemen and automotive maintenance employees covered by this Agreement.

It is understood and agreed that supervision is the Employer's responsibility.

## **ARTICLE II**

### **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 Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the seventh (7<sup>th</sup>) day following the beginning of their employment or the execution of this Agreement, whichever is the later; that effective from and after the seventy (7<sup>th</sup>) day following the execution 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 seventy (7<sup>th</sup>) day following the execution of this Agreement. The failure of any person to become a members 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 his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person. In the event an Employer has received written notice as above outlined and such

trustees under such agreement, or to take all steps necessary for participation in such funds in accordance with the trust agreement and all the rules and regulation of the trustees, hereby waiving all notice thereof and ratifying all action already taken or to be taken by such trustees within the scope of their authority.

**Section 4.** Contributions to the Indiana Teamsters Health Benefits Funds must be made each month on each regular, part-time or extra employee (after such part-time or extra employee completes the first thirty (30) days of employment for any contributing Employer) even though such regular, part-time or extra employee may work only part-time. Should any employee, duly qualified by having worked for a contributing Employer for thirty (30) days, perform work for more than one Employer during any one (1) week, such contribution in effect shall be paid by the Employer first employing said employee during such week.

**Section 5.** It is mutually agreed that the Employer, upon the receipt of a written request from the employee prior to separation or layoff shall deduct the contributions to the Indiana Teamsters Health Benefits Fund for the subsequent four (4) weeks from the employee's final check. Such sums so withheld to be remitted to the Indiana Teamsters Health Benefits Fund.

**Section 6.** Notwithstanding anything herein contained, it is agreed that in the event any Employer is knowingly delinquent at the end of a period in the payment of his contributions to the Health Benefits Fund or funds created under this Agreement, in accordance with the rules and regulations of the trustees of such funds and refuses to remit when notified, the employees or their representatives shall have the right to take such actions 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.

## **ARTICLE XXV**

### **PENSION**

**Section 1.** Effective June 1, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Two Hundred Four Dollars and Seventy Cents (\$204.70) per week for each employee covered by this Agreement. Effective June 1, 2015, the Employer shall contribute Two Hundred Seventeen Dollars (\$217.00) per week for each employee covered by this Agreement and Effective June 1, 2016, the Employer shall contribute Two hundred Twenty-Five Dollars and Seventy Cents (\$225.70) per week

**Section 2.** 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.

**Section 3.** By the execution of this Agreement, the Employer authorizes the Employers' Association, which is a 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.

**Section 4.** 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 be injured. However, such contributions shall not be paid for period of more than four (4) weeks. 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 contributions into the Pension Fund during the period of absence.

**Section 5.** Contributions to the Pension Fund must be made for each week, on each regular employee, even though such employees may work only part-time under the provisions of this Agreement. Contributions shall be made for any regular employee on layoff who is worked one (1) day in any week for any reason.

If any employee on the seniority list is worked a day in any workweek, either as a replacement or supplemental employee, the Employer shall pay the full weekly contribution for that workweek.

**Section 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 created under this Agreement, in accordance with the rules and regulations of the trustees of such funds, after the proper official of the Local Union has given seventy-two (72) hours' notice to the Employer of such delinquency in pension payments, the Local Union or Area Conference shall have the right to take such actions 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.

## **ARTICLE XXVI**

### **WORKING RULES**

**Section 1.** Both parties agree that any working rules now in existence in conflict with the terms of this Agreement shall not be operative, and each party agrees that it will not adopt any working rules for the control of its members that will conflict with the terms or applications of the Agreement.

**Section 2.** It is further agreed between the parties hereto that this Agreement applies only to the operation of trucks owned or operated by the Employer.

**Section 3.** Jurisdictional claims, as set forth in working rules of the Union, are to be generally accepted practices, but nothing therein contained shall be construed as an

ORIGINAL

COLLECTIVE BARGAINING AGREEMENT

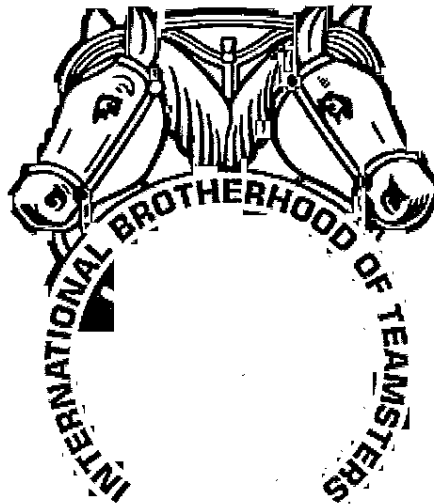
Between

BOB BROCKLAND BUICK GMC

and

TEAMSTERS, AUTOMOTIVE, PETROLEUM AND ALLIED TRADES  
Local Union No. 50

affiliated with the  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS



**RECEIVED**

JUN 11 2015

CONTRACT  
DEPARTMENT

SEPTEMBER 1, 2013 - AUGUST 31, 2016



## ARTICLES OF AGREEMENT

THIS AGREEMENT, dated the 1st day of September, 2013, by and between **BOB BROCKLAND BUICK GMC, ILLINOIS**, party of the First Part, hereinafter called the Employer, and/or its successors, and **TEAMSTERS, AUTOMOTIVE, PETROLEUM AND ALLIED TRADES, LOCAL UNION NO. 50, Belleville, Illinois**, Party of the Second Part, affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, and/or its successors hereinafter called the Union.

The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and the Union, to secure prompt and fair disposition of grievances and to eliminate interruptions of work and interference with the efficient operation of the Employer's business.

### 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 employees in two (2) separate bargaining units:

**Unit 1:** Working Parts Department Managers, Parts Department Countermeasures, parts Stockmen and grandfathered Utility Class B&C&D&E employees.

**Unit 2:** 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

**Section 5.** All newly hired Unit 2 employees hired after ratification of this Agreement will have a ninety (90) day waiting period prior to being eligible for health insurance.

### **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 Unit 1 employee in their employment, and on their payroll for a period of at least 30 days, as set out below.

Effective December 1, 2013 - \$166.90 per week, per employee covered by this Agreement.

Effective December 1, 2014 - \$173.60 per week, per employee covered by this Agreement.

Effective December 1, 2015 - \$180.50 per week, per employee covered by this Agreement.

**Section 2.** It is further agreed that the Employer will pay into the Central States, Southeast and Southwest Areas Pension Plan on each Unit 1 employee in their employment, and on their payroll for a period of at least 30 days, as set out below.

**Unit 2** - Except for Unit 2 employees hired after the ratification of this Agreement who will not be eligible for this benefit during the first two (2) years of their employment.

Effective December 1, 2013 - \$120.70 per week, per employee covered by this agreement.

Effective December 1, 2014 - \$125.50 per week, per employee covered by this agreement.

Effective December 1, 2015 - \$130.50 per week, per employee covered by this agreement.

**Section 3.** 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

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**H. BROOKS AND COMPANY**

**AND**

**TEAMSTERS LOCAL NO. 120**

**(Affiliated with the International Brotherhood of Teamsters)**

**June 2, 2013 through June 1, 2016**

**RECEIVED**

**OCT 25 2013**

**CONTRACT  
DEPARTMENT**

## COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between H. BROOKS AND COMPANY (hereinafter referred to as the "Employer") and TEAMSTERS LOCAL NO. 120, affiliated with the International Brotherhood of Teamsters (herein referred to as the "Union"), for itself and on behalf of the employees of the Employer covered by this Agreement, effective as of June 2, 2013.

### ARTICLE 1 RECOGNITION, UNION SECURITY

1.01 The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the Employer. There shall be no discrimination against any employee because of Union affiliation.

1.02 All employees in the listed classifications shall become members of the Union after their 31st day of employment and the Employer recognizes that this is a condition of employment.

### ARTICLE 2 UNION DUES, CHECK-OFF

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 the deduction is made provided, however, that the Union presents to the Employer signed authorization from the employees for such deductions. No deduction shall be made which is prohibited by applicable law.

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of all amounts designated by each contributing employee that are to be deducted from his/her paycheck on a monthly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE headquarters, on a monthly basis, in one check, the total amount deducted, along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number, and the amount deducted from that employee's paycheck.

All monies required to be checked off shall become the property of the entities for which it was intended at the time that such checkoff is required to be made. All monies required to be checked off and paid over to other entities under this Agreement shall become the property of those entities for which it was intended at the time that such payment or checkoff is required to be made. The Union must make every effort to inform the Employer about changes in any Union deductions thirty (30) days prior to the effective date of the change.

32.03 The representation of the Board of Trustees established shall be equal between the Employers involved and the Union involved. This Fund may be in lieu of any welfare insurance the Employer may now be providing.

32.04 New employees will become participants in the Health and Welfare Fund after completing their probationary period.

32.05 If an employee is absent because of illness or off-the-job injury and notifies the Employer of his absence, the Employer shall continue to make the required contributions into the Health and Welfare Fund for a period of sixty (60) days. If an employee is injured on the job, the employer shall continue to pay the required contributions into the Health and Welfare Fund until such employee returns to work; provided, however, such contributions shall not be paid for a period of more than one (1) year.

### **ARTICLE 33 PENSION**

33.01 The Employer shall make payments into the Central States, Southeast and Southwest Areas Pension Fund (hereinafter referred to as the "Pension Fund"), per week, for each eligible employee, as follows:

Effective 6/1/2013	\$258.50
Effective 6/1/2014	\$274.00
Effective 6/1/2015	\$290.40

Employees will continue to pay the current contributions (\$34.80 per week) and all increases to the Pension as identified above will be paid by the Employer for the duration of the Agreement.

Employee contributions will be deducted on a pre-tax basis.

The parties agree and understand the effective contribution rate as defined by the Pension Fund applies as of June 1, 2013, 2014, and 2015, despite the effective date of this Agreement.

33.02 If an employee is absent because of illness or off-the-job injury and notifies the Employer of his absence, the Employer shall continue to make the required contributions into the Pension Fund for period of sixty (60) days. If an employee is injured on the job, the Employer shall continue to pay the required contributions into the Pension Fund until such employee returns to work; provided, however, such contributions shall not be paid for a period of more than one (1) year.

### **ARTICLE 34 PAY PERIOD**

All employees shall be paid in full each week. However, the Employer may institute a bi-weekly pay period after first giving a six (6) month notice of this change to employees.

**APPENDIX "A"**

To the Standard Automotive Agreement between Don Brown Chevrolet, Inc., St. Louis, Missouri, party of the first part, and the Automotive Petroleum and Allied Industries, Employees Union, Teamsters Local No. 618, party of the second part, for the period of October 1, 2012 through September 30, 2017.

All of the terms and conditions set out in the Standard Automotive Agreement as now in force between the Union and this Employer shall apply to the employees covered hereunder, except those, which may be changed by the following provisions:

This Appendix "A" shall cover all the Office Employees of DON BROWN CHEVROLET, INC. in classifications listed herein, and following rates shall apply:

**Classification 1: Office Manager and Accountants:**

Effective	<u>10/1/2012</u> <u>Per hour</u>	<u>10/1/2013</u> <u>Per hour</u>	<u>10/1/2014</u> <u>Per hour</u>	<u>10/1/2015</u> <u>Per hour</u>	<u>10/1/2016</u> <u>Per hour</u>
Starting Rate	\$14.40	14.65	14.90	15.15	15.40
After 12 Months	\$15.70	15.95	16.20	16.45	16.70
After 24 Months	\$16.95	17.20	17.45	17.70	17.95
After 36 Months	\$17.75	18.00	18.25	18.50	18.75
After 48 Months	\$18.55	18.80	19.05	19.30	19.55
"Red Circle" Rate	\$20.15	20.40	20.65	20.90	21.15

**Classification 2: Secretary, Computer Programmer, and Assistant Office Manager:**

Starting Rate	\$14.05	14.30	14.55	14.80	15.05
After 12 Months	\$15.10	15.35	15.60	15.85	16.10
After 24 Months	\$16.35	16.60	16.85	17.10	17.35
After 36 Months	\$17.20	17.45	17.70	17.95	18.20
After 48 Months	\$17.95	18.20	18.45	18.70	18.95
"Red Circle" Rate	\$19.50	19.75	20.00	20.25	20.50

**Classification 3: Payroll Clerk, Computer Operator, Warranty Clerk, Biller, Accounts Payable Clerk, and Accounting Clerk I:**

Starting Rate	\$13.80	14.05	14.30	14.55	14.80
After 12 Months	\$15.00	15.25	15.50	15.75	16.00
After 24 Months	\$16.25	16.50	16.75	17.00	17.25
After 36 Months	\$17.05	17.30	17.55	17.80	18.05
After 48 Months	\$17.85	18.10	18.35	18.60	18.85
"Red Circle" Rate	\$19.45	19.70	19.95	20.20	20.45

- B. Part-time employees shall be hired and paid an hourly rate of \$2.00 more than the applicable Federal Minimum Wage. Said employee shall have his/her hourly rate adjusted upward immediately upon completion of each 2080 hours worked. The adjustment shall be sixty cent (\$.60) per hour more in each case.
- C. Part-time employees are not intended to be covered by the Health and Welfare and Pension provisions. However, applicable Federal Laws and Administrative plans may dictate they be covered.

Over scale rates of pay given by the Employer may be reduced at the option of the Employer. Annual contract raises received are not to be considered as over scale rates.

Contributions to the Health and Welfare Fund on behalf of Office employees will be determined by Sections 22.2 and 22.3 of the Standard Automotive Agreement.

The Employer has implemented a 401(k) Retirement Savings Plan. The minimum provisions are in the agreed upon form existing on the effective date of this Agreement.

Overtime at the rate of one and one-half times the regular rate of pay will be paid for all hours worked in excess of forty (40) per week. There shall be no daily overtime. At the discretion of the Employer, employees who miss part or all of a workday will be allowed to voluntarily make up any time missed during the remainder of that work week.

**SICK LEAVE:** Any employee hired before 8/1/04, and employed by the Employer for a period of twelve (12) months or over shall be entitled to two (2) work weeks' annual sick leave with pay at the guaranteed rate for their classification. Any employee hired after 8/1/04 and employed for a period of twelve (12) months or over shall be entitled to one (1) work week's annual sick leave with pay at the guaranteed rate for their classification. Payment shall be required only and benefits under this provision shall accrue commencing with the third (3<sup>rd</sup>) consecutive day illness or injury when supported by a doctor's certificate. Such pay shall not be supplemental to but shall be reduced by any amount due employee under the Workmen's Compensation law or the Welfare Plan hereinafter provided for. When an employee is off from work five (5) working days due to accident or injury on the job and files for Workmen's Compensation, said payment shall revert back to begin the first (1<sup>st</sup>) day.

No employee shall be entitled to sick leave compensation under this clause when the illness or injury is due to willful misconduct, unlawful acts, the employee's intention to injure himself or another, venereal disease, intoxication, or the use of drugs.

Employer has the right to have the employee examined by a company doctor to determine their fitness to work.

**VACATIONS:** Employees covered by this Agreement shall receive vacation benefits on the same terms and conditions as the Standard Automotive Agreement, except the schedule of benefit shall be as follows if hired before 7/31/04:



AGREEMENT

Between

BROWN MOTOR SALES, INC. PARTS

And

TEAMSTERS, CHAUFFEURS, WAREHOUSE WORKERS LOCAL  
NO. 20,  
Affiliated with the  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS

EFFECTIVE DATE: December 10<sup>th</sup>, 2012

EFFECTIVE DATE: December 9<sup>th</sup>, 2015

**RECEIVED**

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DEPARTMENT

AGREEMENT

THIS AGREEMENT made and entered into as of the 9<sup>th</sup> day of December 2012 in the City of Toledo, County of Lucas, State of Ohio, by and between BROWN MOTOR SALES, INC. hereinafter called the "Employer," and the TEAMSTERS, CHAUFFEURS, WAREHOUSE WORKERS LOCAL NO. 20, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS, Toledo, Ohio, hereinafter called the "Union."

WITNESSETH:

The parties hereto, in consideration of the mutual benefits to be derived from collective bargaining and for the purpose of securing closer cooperation among and between the Employer and the employees and in consideration of the promises, obligations and undertakings of each party, as herein contained, agree as follows:

ARTICLE I - RECOGNITION

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

Section 2. The term "employee" as used in this Agreement shall include all regular full-time and regular part-time employees who work more than 1000 hours during any twelve (12) month period and perform work in the classifications listed in Appendix A attached hereto. The provisions of this Agreement shall apply only to such employees who are represented by the Union as of the effective date of this Agreement.

ARTICLE II - UNION SHOPSection I      Union Shop

- a) The Employer recognizes and acknowledges that the Local 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 National Labor Relations Act.
- b) All present employees whom members of the Local Union on the effective date of this subsection 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 60<sup>th</sup> day following the beginning of their employment or on and after the 60<sup>th</sup> day following the effective date of this subsection, whichever is the later.
- c) When the Employer needs additional men, he shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer

If an employee is granted a leave of absence, the employee shall pay to the Employer, prior to the leave being effective, sufficient monies to pay the required premiums during the period of absence, or such coverage will cease.

Section 3. Employees may elect not to be covered by the Company Health Plan for which they will receive the following sums on a monthly basis.

Family Coverage	= \$200
Two Party Coverage	= \$150
Single Coverage	= \$80

An employee who elects not to be covered may not re-enroll in the Company Health Plan until the next plan year anniversary date, unless he loses his alternative coverage through no fault of his own, but will not be required to serve a waiting period before coverage becomes effective.

#### ARTICLE XVII PENSION

Section 1. The Employer shall contribute the sum consistent with the Central States agreement per week to the Central States, Southeast and Southwest Areas Pension Fund, Schedule B, for each regular employee (as defined in Article I, Section 2) covered by this Agreement who has been on the payroll ninety-one (91) days or more. Employees (other than part-time employees who work fewer than 1000 hours in any twelve (12) month period) shall have contributions made on their behalf on or after their qualifying for Union membership as provided in Article II, Section 1 (b) of this Agreement.

Section 2. 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.

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 and ratifying all actions already taken or to be taken by such trustees within the scope of their authority.

Section 4. Contributions to the Pension Fund must be made for each week on each regular employee, 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, in cases of emergency or fewer than 1000 hours during a calendar year, under the terms of this Agreement shall not be covered by the provisions of this paragraph.

<u>CURRENT</u>	<u>Dec. 10, 2012</u>	<u>Dec. 10, 2013</u>	<u>Dec. 10, 2014</u>
\$80.80	\$85.60(6%)	\$89.00(4%)	\$92.60(4%)

Section 5. 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 three (3) months. If an employee is granted a leave of absence, the Employer shall collect from said employee prior to the leave being effective, sufficient monies to pay the

required contributions into the Pension Fund during the period of absence

Section 6. Notwithstanding anything herein contained, in the event any 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 an officer of the Union has given seventy-two (72) hours notice to the Employer of such delinquency in pension payments, the Union shall have the right to take such action as they may deem necessary until such delinquent payments are made, and in the event such action is taken, the Employer shall be responsible to the employees for all losses resulting therefrom.

Employees who are delinquent also must pay all attorney fees and costs of collection.

#### ARTICLE XVIII GENERAL PROVISIONS

Section 1. The Employer and the Union agree that there shall be no unlawful discrimination against any employee covered by this Agreement.

Section 2. The Employer shall not enter into any agreement, either verbal or written, that conflicts with this Agreement.

Section 3. No employee of the Employer shall be discharged by his Employer, except for dishonesty, drunkenness, use or possession of illegal drugs, possession of fire arms, failure to submit to drug or alcohol testing after probable cause has been established or illegal use off the Employer's property or equipment for personal use without having the permission of the Service Manager or General Manager, without first being given a hearing by the Employer with at least one Union Officer present.

The title "Service Manager" shall be designated and posted in writing in the Service Department by the Owner or General Manager.

Section 4. Where uniform or articles of dress are required by the Employer, employees shall pay fifty percent (50%) of the cleaning or rental cost of such uniform or such articles or dress.

Section 5. In the event that an employee who has earned more than his guarantee through the first three (3) days of a work week feels that he is being discriminated against in work orders for the remainder of the week, the Business Representative of the Union and the Employer representative shall be empowered to investigate the matter and determine the validity of the complaint. If agreement is reached, the decision shall be accepted by both parties. If not, the matter shall immediately be heard by the Grievance Committee.

Section 6. Any rule requiring physical or mental examination shall be promptly complied with by all employees, provided, however, that the Employer shall pay for all such examinations. This does not include the employee's driver's or chauffeur's license.

Section 7. The Employer shall not require employees to take out on the streets or highway any vehicle not equipped with safety appliances prescribed by law.

**BROWN MOTOR SALES INC.**  
**ACCOUNT NO.: 1978008-0100-20-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 (cba) after the employee has been on the Employer's payroll for thirty (30) calendar days, other than a part-time employee. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

In the event that any part-time employee works 1,000 hours or more in any 12-month period, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by this contract for non part-time employees.

This Letter of Understanding and Agreement shall remain in effect as long as the Employer is obligated by contract or operation of law to contribute to the Pension Fund on behalf of any of its employees and shall not be terminated by the termination of the current or any successor collective bargaining agreement, nor shall it be superseded or modified by any subsequent agreement between the parties (except an agreement that shortens the period of time before contributions shall be due on behalf of part-time employees).

**BROWN MOTOR SALES INC.**

Redacted by U.S. Treasury

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Executive Vice President*

*6/3/04*

**LOCAL UNION NO. 44**

Redacted by U.S. Treasury

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Secretary-Treasurer*

*6/3/04*

**BROWN'S BUN BAKING COMPANY**

**SALESMEN'S AGREEMENT**

**JANUARY 31, 2013 - JANUARY 30, 2016**

AGREEMENT by and between BROWN'S BUN BAKING COMPANY hereinafter referred to as the "EMPLOYER" and BAKERY, LAUNDRY & LINEN SALESMEN, DRIVERS, WAREHOUSEMEN, HELPERS, & MISCELLANEOUS LOCAL UNION NO. 51, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "UNION", both of Detroit, Michigan.

WITNESS TO:

That the Employer and the Union acting by their duly authorized agents agree as follows:

**ARTICLE I - RECOGNITION, UNION SHOP AND DUES**

**Section 1. Recognition**

(a) 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 and listed in the attached Schedule "A". The Employer hereby assigns all work to be performed in, or fairly claim able by, bargaining unit classifications to employees covered by this Agreement.

(b) The terms of this Agreement shall apply to all employees in the classifications of work set forth herein and shall automatically cover relocations of bargaining unit operations.

**Section 2. Union Security**

All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this union shop agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this Agreement or the date of the execution of this union shop agreement, whichever is the later.

**RECEIVED**

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DEPARTMENT

**ARTICLE XXII - HEALTH AND WELFARE AND PENSION**

**Section 1. Health and Welfare Contributions**

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund, for each employee covered by this Agreement, who is on the regular seniority list, with thirty (30) days or more service, a contribution of:

Effective 01/27/2013	\$346.20	Plan 100
Effective 02/24/2013	\$325.60	Plan 112
Effective 03/31/2013	\$354.40	Plan 112
Effective 03/30/2014	\$380.50	Plan 112
Effective 03/29/2015	\$401.10	Plan 112

Effective March 30, 2014, all employees are to pay \$13.05 per week toward Insurance through payroll deduction.

Effective March 29, 2015, all employees are to pay \$23.35 per week toward Insurance through payroll deduction.

All payments into the Welfare Fund must be made within fifteen (15) days from the end of each calendar month to the National Bank of Detroit, which bank has been made depository for the Michigan Conference of Teamsters Welfare Fund.

**Section 2. Pension Contributions**

The Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund, for each employee covered by this Agreement, who is on the regular seniority list, with thirty (30) days or more service, a contribution of:

\$138.10 per week	Effective January 1, 2013
\$143.60 per week	Effective January 1, 2014
\$149.30 per week	Effective January 1, 2015
\$155.30 per week	Effective January 1, 2016

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, Central States Funds, Dept. 10291, Palatine, IL 60055-0291.

### **Section 3. Eligible Employees**

Contributions to the Health and Welfare Fund and the 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 and weeks where work is performed for the Employer but not under provisions of this Contract, and although contributions may be made for those weeks into some other Health and Welfare Fund and/or 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 Article.

### **Section 4. Contributions for Absentees**

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 Health and Welfare Fund 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 six (6) months.

### **Section 5. Leave of Absence**

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 and Pension Fund during the period of absence.

### **Section 6. Delinquencies**

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 Health and Welfare and/or Pension Funds, 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 Fund 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 in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

### **Section 7. Administration of Health and Welfare and Pension Funds**

It is agreed that the Welfare Fund and the Pension Fund will be separately administered each jointly by Employers and Union in compliance with all applicable laws and regulations, both State and Federal.



## **Section 8. Authorization for Trust Agreements**

By the execution of this Agreement, the Employer authorizes the Employer 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 Funds, and to designate the Employer Trustees under such Trust Agreements, hereby waiving all notice hereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

## **ARTICLE XXIII - ARBITRATION**

### **Section 1. Grievance Procedure**

(a) It is agreed that, should any charge of violation of this Agreement, charge of discrimination, grievance or dispute arise between the parties hereto, such matter must be taken up within ten (10) days of the alleged occurrence or it shall be deemed waived. The parties shall make an earnest effort to settle such controversy amicably, but if they fail to do so it shall be submitted to arbitration as provided below.

(b) It is expressly agreed, however, that no employee covered by this Agreement shall have the right to compel the arbitration of his grievance without the written consent of the Union.

### **Section 2. Selection of an Arbitrator**

(a) In the event such controversy has not been settled amicably within ten (10) days after it has been presented, it shall then be submitted to an Arbitration Board, consisting of two (2) representatives of the Employer and two (2) representatives of the Union. Such appointments shall be made within five (5) days. These four (4) representatives, upon failure to settle the controversy shall attempt to select a neutral party or Arbitrator within five (5) days.

(b) Should the representatives of the Union and the representatives of the Employer fail to agree on the neutral party or Arbitrator within five (5) days, they shall jointly request the Federal Mediation and Conciliation Service to submit a list of five (5) suggested Arbitrators from which list one (1) will be chosen by each party, striking two (2) names and the remaining name on said list shall become the neutral party or Arbitrator and arrangements shall be made to hold a hearing before said Arbitrator as quickly as possible.

(c) During such proceedings, there shall be no lockout, strike, or stoppage of work and the decision of said neutral party or Arbitrator shall be final and binding upon both parties hereto.

### **Section 3. Arbitration Expenses**

The expenses of the representatives appointed by the Union shall be paid by the Union and the expenses of the representatives appointed by the Employer shall be paid by the Employer. Any mutual expenses, including fee and expenses of the neutral party or Arbitrator shall be borne equally by the Employer and by the Union.

**Articles of Agreement**

**between**

**Brown's Ice Cream**

**and**

**Milk Drivers and Dairy Employers Union  
Teamsters Local 471**

**May 1, 2012 - April 30, 2015**

**RECEIVED**

**DEC 04 2012**

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DEPARTMENT**

May 1, 2012 - April 30, 2015

ARTICLES OF AGREEMENT

between

BROWN'S ICE CREAM

and

MILK DRIVERS AND DAIRY EMPLOYEES UNION  
TEAMSTERS LOCAL 471

AGREEMENT, Effective the 1st day of May, 2012, by and between the Milk Drivers and Dairy Employees Union Local 471, hereinafter referred to as the "Union", and Brown's Ice Cream, hereinafter referred to as the "Employer".

1. RECOGNITIONS AND EMPLOYMENT

1.a. Agreed Recognitions: The Employer recognizes the Union as the sole bargaining agent for the employees in the classifications hereinafter set forth and located at 3501 Marshall Street NE, Suite 150, Minneapolis, MN 55418. The Union agrees that the operation of the business and all procedures and methods of production, including the assignment of work to employees, shall remain in the Employer, provided that this does not interfere with the rights of the Union hereunder. While this Agreement is written in the male gender, it shall by this reference also include the female gender.

1.b. Bond: An Employer requiring an employee to give a bond shall pay the premium thereon.

1.c. Check-Off: The Employer shall periodically (but not more often than once each month) deduct from the wages of employees membership dues in the Union and pay the same to the Secretary-Treasurer of the Union, provided the Employer shall have received from each employee, on whose account such deductions are made, a written assignment which shall not be revocable for a period of more than one year or upon the termination date of this Agreement, whichever occurs first. The Employer will also recognize authorization, on cards providing indemnity to the Employer, for deduction from wages for contributions to D.R.I.V.E., such authorized deduction not to be made more often than one (1) pay period annually.

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 payments for a period of six (6) months. If an employee is injured on the job, the Employer shall continue to make the required payments until such employee returns to work. However, such payments 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 make the required payments during the period of absence.

4.e. Jury Duty and Court Attendance: The Employer shall pay to any regular employee serving on jury duty or attending Court under instructions from the Company, while in such service, the difference between jury or Court appearance allowance, exclusive of expense money, and his regular straight time pay based on a forty (40) hour week.

4.f. Pension Plan: The Pension Fund shall be the Central States Southeast and Southwest Areas Pension Fund and the Employer shall have no obligation to make any other contribution to any other pension or retirement fund on behalf of the employees covered by this Agreement except as otherwise provided in this Agreement.

Effective May 1, 2012, the Employer will contribute to the Pension Fund herein designated the sum of one hundred ninety-three dollars and fifty cents (\$193.50) per week per employee as defined by Central States Plan.

Effective May 1, 2013, the Employer will contribute to the Pension Fund herein designated the sum of two hundred -one dollars and twenty cents (\$201.20) per week per employee as defined Central States Plan.

Effective May 1, 2014, the Employer will contribute to the Pension Fund herein designated the sum of two hundred - nine dollars and twenty cents (\$209.20) per week per employee as defined Central States Plan.

The Employer's obligation hereunder is to make the designated contributions and this is in no way intended to guarantee any specific pension benefit level.

Pension contributions will be made on behalf of all new employees who have been employed for thirty days.

The Parties agree that in the event an individual employed on a part time, temporary and vacation relief basis works 1,000 hours or more in a 12 month period, he will be considered a regular employee for purposes of participation in Central States Pension Fund and all hours

worked by him thereafter (for the remainder of that year and all subsequent years) will require contributions to Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

## 5. SENIORITY

5.a. Generally: The Employer agrees to follow the principles of seniority. In the event of laying off men during slack times or where reduction in force is to be effected the last man hired shall be the first man laid off, and in calling men back to work, the last man laid off shall be the first man returned to work. Seniority shall also apply to vacation choice and in case of filling vacancies and new jobs, employees in order of seniority shall be preferred over new men. The Employer agrees to follow the above principles of seniority as set forth herein, provided employees are capable and qualified to perform the job in an efficient manner; the Employer shall not be required to place or retain any employee in a job, newly bid, for which he does not have the qualifications or for which he is not capable of efficient performance. Each and every Section of this Article is subject to the terms of this Section as fully as if incorporated herein, but any question of qualifications shall be considered a grievance.

The last employee hired shall be the first laid off and the last employee laid off will be the first rehired. Established seniority rights shall be maintained except the Employer shall not be obligated to recall an employee who has been laid off sixty (60) calendar months or longer. An employee will be given up to thirty (30) work days to demonstrate the ability to operate equipment satisfactorily in lay off situations in order to avoid unemployment.

5.b. Probationary Employee: A new employee hired on or after May 1, 1974, as a regular employee shall work under the provisions of this Agreement, but shall be employed on a 90-day trial basis, during which period he may be discharged without recourse. After 90 days of service the employee shall be placed on the regular seniority list, and his seniority shall date from the first day of his employment.

5.c. Bidding; Posting: Vacancies, with contemplated changes in the route or job, and the working hours and duties of such job, shall be posted through the third opening. Notice of any vacancy and any proposed changes in the route or job, and the working hours and duties of such job, shall be posted through the third opening in each department, immediately. Posting of the first opening shall be for five (5) days, and for the second and third openings shall be for three (3) days. The senior employees, by signifying their desire within five (5) days after the first opening occurs (three (3) days after the second and third openings occur) may fill the same if qualified to do so. When a route is split, the man whose route is so divided shall have the first choice of the two (2) routes.

**WORKING AGREEMENT**

**BETWEEN**

**BRYAN ROCK PRODUCTS, INC.**

**and**

**TEAMSTERS LOCAL NO. 120**

**Affiliated with the International Brotherhood of  
Teamsters**

**EFFECTIVE: 5/1/13**

**EXPIRES: 4/30/16**

**RECEIVED**

**AUG 26 2013**

**CONTRACT  
DEPARTMENT**

**AGREEMENT BETWEEN**  
**BRYAN ROCK PRODUCTS, INC.**  
**and**  
**TEAMSTERS LOCAL UNION NO. 120**

THE UNDERSIGNED BRYAN ROCK PRODUCTS, INC. HEREINAFTER REFERRED TO AS THE EMPLOYER(S), AND CONSTRUCTION, BUILDING MATERIAL, DRIVERS, HELPERS AND INSIDE EMPLOYEES UNION, TEAMSTERS LOCAL 120, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, HEREINAFTER REFERRED TO AS THE UNION, AGREE TO BE BOUND BY THE FOLLOWING TERMS AND PROVISIONS COVERING WAGES AND WORKING CONDITIONS.

**ARTICLE 1 - RECOGNITION.** THIS AGREEMENT COVERS PERMANENT COMMERCIAL SAND AND GRAVEL PLANTS, CRUSHED STONE PLANTS, PITS, QUARRIES, STORAGE YARDS AND VARIOUS AUXILIARY OPERATIONS IN SUPPORT OF THE PRODUCTION AND DISTRIBUTION OF SAND AND GRAVEL AND CRUSHED STONE., AND DOES NOT INCLUDE ROADSIDE OR JOB SITE OPERATIONS SET UP FOR SPECIFIC PROJECTS. IN THE EVENT ANY OF THE UNDERSIGNED ENGAGE IN EXCAVATING BASEMENTS OR OTHER WORK COMING UNDER THE AGC HIGHWAY-HEAVY AGREEMENT, THEY ARE TO PAY THE AGC HIGHWAY-HEAVY RATES.

THE UNION SHALL BE THE SOLE REPRESENTATIVE OF THE CLASSIFICATIONS OF EMPLOYEES COVERED BY THIS AGREEMENT IN COLLECTIVE BARGAINING WITH THE EMPLOYER. NOTHING CONTAINED IN THIS AGREEMENT OR RESULTING FROM ITS NEGOTIATIONS SHALL BE CONSTRUED TO CHANGE THE PAST JURISDICTIONAL RELATIONSHIP BETWEEN THIS UNION AND OTHER UNIONS AT PLANTS COVERED BY THE AGREEMENT. THERE SHALL BE NO DISCRIMINATION AGAINST ANY EMPLOYEE BECAUSE OF UNION AFFILIATIONS.

**ARTICLE 2 - UNION SECURITY.** ALL EMPLOYEES WHO HAVE COMPLETED THIRTY (30) WORKING DAYS OF EMPLOYMENT SHALL BECOME MEMBERS OF THE UNION AND SHALL MAINTAIN THEIR MEMBERSHIP IN GOOD STANDING.

THE UNION MAY DESIGNATE A JOB STEWARD AT EACH PLANT FROM AMONG THE EMPLOYEES AT SUCH PLANT. THE BUSINESS REPRESENTATIVE SHALL HAVE ACCESS TO PLANT OR PLANTS PROVIDING HE CHECKS INTO THE OFFICE PRIOR TO HIS VISIT AND ABIDES BY ALL SAFETY REGULATIONS OF GOVERNMENTAL AGENCIES AND THE EMPLOYER.

THE EMPLOYER AGREES TO GRANT THE NECESSARY TIME OFF WITHOUT DISCRIMINATION TO ANY EMPLOYEE DESIGNATED BY THE UNION TO ATTEND A LABOR CONVENTION OR TO SERVE IN ANY CAPACITY ON OTHER OFFICIAL UNION BUSINESS. IN EACH CASE THE EMPLOYER MUST BE NOTIFIED TWO (2) WEEKS IN ADVANCE.

THE EMPLOYER AGREES THAT ALL CONDITIONS OF EMPLOYMENT RELATING TO WAGES, HOURS OF WORK, OVERTIME DIFFERENTIALS, AND GENERAL

THE UNION AND THE EMPLOYER AGREE TO NEGOTIATE A WAGE RATE FOR ANY NEW TYPE OF EQUIPMENT PLACED IN OPERATION AND NOT COVERED BY THE CLASSIFICATIONS CONTAINED IN THIS AGREEMENT. SUCH NEGOTIATIONS WILL TAKE PLACE WITHIN TWENTY-ONE (21) DAYS FOLLOWING A REQUEST.

**ARTICLE 11 - PENSION.** THE EMPLOYER SHALL CONTRIBUTE TO THE CENTRAL STATES SOUTHEAST AND SOUTHWEST AREA PENSION FUND FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT. THE AMOUNT TO BE PAID FOR EACH WEEK THE EMPLOYEE SHOWS EARNINGS ON THE EMPLOYER'S PAYROLL AS FOLLOWS:

<u>EFFECTIVE DATE</u>	<u>WEEKLY PAYMENTS</u>
MAY 1, 2013	\$268.80
MAY 1, 2014	\$279.60
MAY 1, 2015	\$290.80

**ARTICLE 12 - HEALTH AND WELFARE.** THE EMPLOYER WILL PROVIDE AND MAINTAIN GROUP INSURANCE BENEFITS AS SHOWN IN EXHIBITS "A" WHICH IS ATTACHED HERETO AND MADE A PART OF THIS AGREEMENT. (PAYMENT ON ALL HOURS WORKED)

EFFECTIVE MAY 1, 2013 THE EMPLOYER AGREES to contribute \$7.90 per hour to the Minnesota Teamsters Construction Health and Welfare plan and that ANY INCREASES TO THE CURRENT PLAN COST WILL BE deducted from the agreed upon hourly increases for wages and benefits above.

1. EFFECTIVE MAY 1, 1998, THE EMPLOYEES SHALL HAVE THE RIGHT TO CONSIDER CHANGING THE HEALTH & WELFARE CARRIER OR SCHEDULE OF BENEFITS ALONG WITH OTHER COMPANIES INSURED WITH CONSTRUCTION SUPPLIERS HEALTH AND WELFARE FUND "A".
2. IF THE REQUIRED AMOUNT OF HOURLY CONTRIBUTIONS IS LESS THAN WHAT IS BEING PAID TO CONSTRUCTION SUPPLIERS HEALTH & WELFARE FUND "A" OR ANOTHER CARRIER, ANY NEW SAVINGS WILL BE PUT ON THE EMPLOYEES' WAGE RATE.

**ARTICLE 13 - MANAGEMENT.** THE UNION RECOGNIZES THE RIGHT OF THE EMPLOYER TO RETAIN OR TO REDUCE OR TO INCREASE THE NUMBER OF EMPLOYEES, AND IT IS FURTHER UNDERSTOOD THAT THE EMPLOYER RESERVES THE RIGHT TO MANAGE ITS JOBS OR BUSINESS, JUST SO LONG AS EXERCISING SUCH RIGHTS DOES NOT VIOLATE ANY PROVISIONS OF THIS AGREEMENT.

THE EMPLOYEE SHALL USE ANY TOOLS, EQUIPMENT, MACHINERY, MATERIALS, PRODUCTS OR PROCEDURES OF HIS CRAFT REQUIRED BY THE EMPLOYER.

**ARTICLE 14 - SAFETY.**

A. ACCIDENT AND INJURY FREE OPERATIONS SHALL BE THE GOAL OF ALL EMPLOYERS AND EMPLOYEES. TO THIS END THE EMPLOYER AND THE EMPLOYEE WILL, TO THE BEST OF THEIR ABILITY ABIDE BY, AND LIVE UP TO THE



AGREEMENT

by and between

BUCKEYE CABLEVISION, INC.

and

TEAMSTERS, CHAFFEURS, WAREHOUSEMEN LOCAL NO. 20

affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS

Class I, Class II, Class III, Class IV, and Class V Employees

October 7, 2011-October 6, 2014

**RECEIVED**

**NOV 28 2011**

**CONTRACT  
DEPARTMENT**

**PREAMBLE**

THIS AGREEMENT, made and entered into as of October 7, 2011, in the city of Toledo, County of Lucas, State of Ohio, by and between the Buckeye Cablevision, Inc. party of the first part, hereinafter called the "Employer," and Teamsters, Chauffeurs, Warehousemen Local No. 20 affiliated with the International Brotherhood of Teamsters, chauffeurs, Warehousemen and Helpers, Toledo, Ohio, party of the second part, hereinafter called the "Union."

**WITNESSETH:**

The parties hereto, in consideration of the mutual benefits to be derived from collective bargaining and for the purpose of securing closer cooperation among and between the Employer and the employees and in consideration of the promises, obligations and undertakings of each party, as herein contained state that this Agreement constitutes the entire Agreement between the parties, and agree as follows:

**ARTICLE 1**

**RECOGNITION**

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 hourly service and line maintenance employees, service desk dispatchers based at the Angola Road location and construction and warehouse employees based at 7300 Airport Highway Suite B but excluding salesmen, office clerical employees, installation dispatchers, professional employees, guards and supervisors as defined in the National Labor Relations Act.

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.

3. The Company agrees that it will not sponsor or promote financially or otherwise, any 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.

## **SAFETY AND HEALTH**

1. The Company and the Union agree to promote habits of safety and health and will continue to cooperate in a program of accident prevention and observation of safety and health rules and regulations. For this purpose there shall be a committee established of an equal number of Company and Union members.

2. It is agreed by the Employer that any full-time employee who may be injured during the course of the day's employment shall be paid a minimum of eight (8) hours pay for that day.

3. Employees are required to wear all Company-prescribed safety gear and protective devices, failure to do so will result in discipline up to and including discharge.

4. In the event an employee questions the safety of a job or machine, the problem shall be referred to his/her immediate supervisor. If not resolved, the matter shall be referred to a Union representative of the Safety Committee.

## **ARTICLE 16**

### **JURY DUTY**

1. The Employer will pay all regular full-time employees serving on jury duty the difference between jury pay and eight (8) hours pay at their regular base pay for each working day served on jury duty up to a maximum of twenty (20) working days. Employees engaged in jury duty shall, while temporarily excused from attendance in court, report for scheduled shifts during scheduled work time.

## **ARTICLE 17**

### **PENSION PLAN**

1. Effective October 7, 2011, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$168.70 per week for each employee covered by the Agreement who has been on the payroll thirty (30) days or more. Effective October 7, 2012, the weekly contribution shall be \$182.20 per week. Effective October 7, 2013, the weekly contribution shall be \$193.13 per week, to provide the benefits which currently exist in Plan "17-B". The Employer shall not be responsible, during the term of this Agreement, for any premium increase due to an

increase in benefits, nor shall benefits be increased without the agreement of the Employer.

2. By the execution of this Agreement, the Employer authorizes the Employer's 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 action already taken or to be taken by such Trustees within the scope of authority.

3. If an employee is absent because of illness or off-the-job injury or for any other reason to which Family Medical Leave Act of 1993 properly applies and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of twelve (12) weeks. If any 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,

4. Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of the period in a payment of its contributions to the Central States Southeast, Southwest Areas Pension Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such Fund, after an officer of the Union has given seventy-two (72) hours notice to the Employer of such delinquency in Pension payments, the Union shall have the right to take such action as they deem necessary until such delinquent payment are made, and it is further agreed that in the event such action is taken, The Employer shall be responsible to the employees for all losses resulting therefrom.

Employers who are delinquent also must pay all attorney fees and cost of collections.

## **ARTICLE 18**

### **HEALTH AND WELFARE**

1. The Employer will offer and provide Health Insurance benefits to employees during the term of this Agreement. A description of the Health Insurance Plan is attached at "Appendix D".

**BUCKEYE CABLEVISION, INC.**

**and**

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN LOCAL NO. 20**

**affiliated with the**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS**

**Converter Department Employees**

**October 7, 2012 – October 6, 2015**

**RECEIVED**

**MAR 04 2013**

**CONVERTER  
DEPARTMENT**

## PREAMBLE

THIS AGREEMENT, made and entered into as of the 7<sup>th</sup> day of October 2012 in the City of Toledo, County of Lucas, State of Ohio, by and between the Buckeye Cablevision, Inc. party of the first part, hereinafter called the "Employer", and Teamsters, Chauffeurs, Warehousemen Local No. 20 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Toledo, Ohio, party of the second part, hereinafter called the "Union".

## WITNESSETH:

The parties hereto, in consideration of the mutual benefits to be derived from collective bargaining and for the purpose of securing closer cooperation among and between the Employer and the employees and in consideration of the promises, obligations and undertakings of each party, as herein contained state that this Agreement constitutes the entire Agreement between the parties, and agree as follows:

## ARTICLE 1

### **RECOGNITION**

1. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, hours of work, and all other conditions of employment of the following described bargaining unit certified in Case No. 8-RC-15334 by the National Labor Relations Board.

INCLUDED: All full-time converter department employees, employed by the Company at 7300 Airport Highway B, Holland, Ohio 43528.

EXCLUDED: All office clerical employees, professional employees, guards and supervisors as defined in the National Labor Relations Act.

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.

3. The Company agrees that it will not sponsor or promote financially or otherwise, any 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.

## ARTICLE 2

### **NO STRIKES NO LOCKOUTS**

1. During the term of the Agreement, the Union agrees that there shall be no strikes, work stoppages, slowdowns, "sympathetic" strikes, boycotts, or interferences with work on the part of the Union or any of its members in or upon the premises or equipment of the Employer or against the Employer upon other premises or

2. All employees are required to work in a safe manner, and to report apparent unsafe conditions to management in order that management may conduct such investigative or remedial action as it deems necessary.

3. In addition to the Company's rights under section (A) above, the Company and the Union agree to promote habits of safety and health and will continue to cooperate in a program of accident prevention and observation of safety and health rules and regulations. For this purpose there shall be a committee established of an equal number of Company and Union members.

4. In addition to the obligations under section (C) above, an employee may submit to his or her immediate supervisor any question he or she may have about the safety of a job or machine. If the matter is not resolved to the employee's satisfaction, the matter shall be referred to the Safety Committee for discussion.

5. Any employee who is injured during the course of a day's employment shall be paid, at a minimum, for the employee's regularly scheduled hours of work during that day, at the employee's regular clock rate, provided that the attending physician advises the employee to cease work for that day.

## **ARTICLE 17**

### **JURY DUTY**

1. The Employer will pay all regular full-time employees serving of jury duty the difference between jury pay and eight (8) hours pay at their regular base pay base for each working day served on jury duty up to a maximum of twenty (20) working days. Employees engaged in jury duty shall, while temporarily excused from attendance in court, report for scheduled shifts during scheduled work time.

## **ARTICLE 18**

### **PENSION PLAN**

1. Effective October 7<sup>th</sup>, 2012, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$28.60 per week for each employee covered by the Agreement who has been on the payroll thirty (30) days or more. Effective October 7<sup>th</sup>, 2013, the weekly contribution shall be \$30.90 per week. Effective October 7, 2014, the weekly contribution shall be \$33.40 per week. The Employer shall not be responsible, during the term of this Agreement, for any premium increase due to an increase in benefits, nor shall benefits be increased without the Agreement of the Employer.

2. By the execution of this Agreement, the Employer authorizes the Employer's 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 the authority.

3. If an employee is absent because of illness or off-the-job injury or for any other reason to which Family Medical Leave Act of 1993 properly applies and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of twelve (12) weeks. If any 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.

4. Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of the period in a payment of its contributions to the Central States Southeast, Southwest Areas Pension Fund created under this Agreement, in accordance with the rules and regulation of the Trustees of such Fund, after an officer of the Union has given seventy-two (72) hours notice to the Employer of such delinquency in Pension payments, the Union 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 all losses resulting therefrom.

Employers who are delinquent also must pay all attorney fees and cost of collections.

## **ARTICLE 19**

### **HEALTH AND WELFARE**

1. The Employer will offer and provide Health Insurance benefits to employees during the term of this Agreement. A description of the Health Insurance Plan is attached at "Appendix C".

2. Beginning January 1, 2013, and thereafter, the Plan and the employee contribution levels will change as set forth in "Appendix C".

3. In recognition of BCI's annual review of health care plans for purposes of providing market competitive coverage at economical pricing for both the Company and the employees, if the Employer determines that modifications or reductions to benefits are appropriate because of an increase in health care costs, the Employer will notify the Union, and provide reasonable documentation which substantiates that determination. Before a decision on modifications or reductions is made, the Employer will consult with the Union and will take into account the Union's preferences in its final determination. However, the Employer has the sole and final discretion as to any modifications and reductions under this Section. If any change to benefits is made, the Employer will not make changes to the benefits of the bargaining

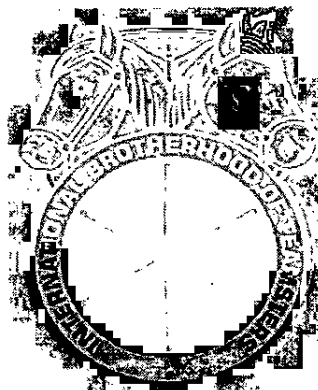


**Agreement**  
**Between**  
**Building Products Corporation**

**AND**

**Teamsters, Automotive, Petroleum and Allied Trades**

**Local Union NO. 50**



**March 1<sup>st</sup>, 2012 – February 28<sup>th</sup>, 2015**

**RECEIVED**

**MAY 30 2012**

**CONTRACT  
DEPARTMENT**

## AGREEMENT

### BUILDING PRODUCTS CORPORATION

THIS AGREEMENT made and entered into by and between BUILDING PRODUCTS CORPORATION, Belleville, IL, Party of the First Part, hereinafter called the "Employer", and/r its successors, and TEAMSTERS, AUTOMOTIVE, PETROLEUM AND ALLIED TRADES, LOCAL UNION NO. 50, Belleville, IL, Party of the Second Part, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, and/or its successors, hereinafter called the "Union".

The purpose of this Agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure prompt and fair disposition of grievances, and to eliminate interruptions of work and interference with the efficient operation of the Company's business.

#### 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 drivers.

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.

Section 4 The Company agrees that it will not sponsor or promote, financially or otherwise, any group of 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.

#### ARTICLE II – 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 Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31<sup>st</sup>) 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 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 (31<sup>st</sup>) day following the effective date of this Agreement.

## ARTICLE XVIII – MAINTENANCE OF STANDARDS

No employee shall suffer a reduction in wages or other working conditions as a result of this Agreement, and all employees that had been receiving a higher rate than provided for in the expired Agreement shall receive no less than the same amount of increase as other employees under the terms of this Agreement.

## ARTICLE XIX – OVERTIME

Except in case of emergency of where it is clearly unavoidable, no employee shall work overtime until all employees on the seniority list have worked the full quota of regular hours.

## ARTICLE XX – SAVINGS CLAUSE

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 any Court of last resort and final jurisdiction. In such event, The Union or Employer may, at its option, require renegotiation of such invalid provisions for the purpose of adequate replacement thereof, reserving the right of legal recourse in the event agreement cannot be reached in such negotiations, or the Union or Employer may, at its option, declare the entire Agreement at an end.

## ARTICLE XXI – PENSION PLAN

Section 1 Effective March 1, 2012, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of One Hundred Ninety Three Dollars and Ten Cents (\$193.10) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective March 1, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Two Hundred Dollars and Eighty Cents (\$200.80) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective March 1, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Two Hundred Eight Dollars and Eighty cents (\$208.80) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

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.

Section 2 By 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 Employee Trustees under such Agreement, hereby waiving all notice thereof and ratifying all action already taken or to be taken by such Trustees within the scope of their authority.

Section 3 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. 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 4 There will be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fun, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

Section 5 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 provision 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.

Section 6 The Employer shall be required to make contribution to the Central States, Southeast and Southwest Areas Pension Fund if an employee works any part of one (1) day in any one (1) week.

## ARTICLE XXII – HEALTH AND WELFARE

Section 1 Effective March 1, 2012, the Employer shall contribute to the Midwestern Teamsters Health and Welfare Trust Fund the sum of Two Hundred Seventy Dollars (\$270.00) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more and who is a regular or a regular extra employee. (PLAN 559)

Effective March 1, 2013, the Employer shall contribute to the Midwestern Teamsters Health and Welfare Trust Fund the sum of Two Hundred Ninety Two Dollars (\$292.00) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more and who is a regular or a regular extra employee. (PLAN 559)

Effective March 1, 2014, the Employer shall contribute to the Midwestern Teamsters Health and Welfare Trust Fund the sum of Three Hundred Twenty Five Dollars (\$325.00) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more and who is a regular or a regular extra employee. (PLAN 559)

**COPY**

**AGREEMENT**

**By and Between.**

**BUMLER MECHANICAL.**

**and**

**TRUCK DRIVERS LOCAL UNION NO. 299**

**Affiliated with the International  
Brotherhood of Teamsters**

**April 1, 2013 - March 31, 2018:**

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**SEP 27 2013**

**CONTRACT  
DEPARTMENT**

A G R E E M E N T.

THIS AGREEMENT, effective April 1, 2013, by and between BUMLER MECHANICAL, located at 6260 18 ½ Mile Road, Sterling Heights, Michigan 48314, party of the first part, and hereinafter termed the (Employer), and TRUCK DRIVERS LOCAL UNION NO. 299, affiliated with the International Brotherhood of Teamsters, located at 2741 Trumbull Avenue, Detroit, Michigan, 48216, party of the second part, hereinafter called the (Union).

WHEREAS: Both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employment of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and its employees; and of promoting and improving peaceful industrial and economic relations between the parties; and agree to the provisions set forth hereinafter.

ARTICLE 1

RECOGNITION UNION SHOP AND DUES

SECTION 1. Recognition: 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 and listed in the attached Schedule "A".

SECTION 2. Union Shop: All present employees who are members of the Local Union on the effective date of this Agreement 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 thirty-first (31st) calendar day following the beginning of their employment or on and after the thirty-first (31st) calendar day.

Welfare Fund during the period of absence:

**SECTION 4.** 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 Health and Welfare Fund, in accordance with the rules and regulations of the Trustees of such Fund 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 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 in the event such action is taken, the Employer shall be responsible to the employees for losses resulting there from.

**SECTION 5.** 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 Article.

**SECTION 6.** Action for delinquent contributions may be instituted by the Local Union or the Trustees. Employers who are delinquent must also pay all attorney fees and costs of collection.

**SECTION 7.** Pension: All full-time and casual employees shall participate in the Central States Southeast and Southwest Areas Pension Fund.

Effective April 1, 2013	\$47.60 per week
Effective April 1, 2014	\$51.40 per week
Effective April 1, 2015	\$54.50 per week
Effective April 1, 2016	\$56.70 per week
Effective April 1, 2017	\$59.00 per week

It is further understood by and between the Employer and the Local Union that the Employer qualifies for the pension fund's withdrawal liability construction exemption, provided the Employer's responses to the pension questionnaire are consistent with those provided on or about January 16, 1996, a copy of a letter dated January 16, 1996, from Albert Nelson, Director of Benefits Services.

**SECTION 8.** Participation in the Inter-Local Pension Fund: Effective August 1, 2011 the Inter-Local Pension Fund of the Graphic Communications Conference of the International Brotherhood of Teamsters, will be made available to

AGREEMENTS

BETWEEN

BURD & FLETCHER COMPANY

&

LOCAL 16-C GCC/IBT  
LOCAL 235-M GCC/IBT  
LOCAL 955 IBT  
LOCAL 778 IAM

2014-2017  
April, 2014 - April 1, 2017

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## 2014 - 2017 AGREEMENT

THIS AGREEMENT is between **BURD & FLETCHER COMPANY, Independence Division**, hereinafter referred to as the "Company" and the following Unions referred to collectively as the "Union:"

**Graphic Communications Conference/International Brotherhood of Teamsters Local Union 235-M;**

**Graphic Communications Conference/International Brotherhood of Teamsters Local Union 16-C;**

**Department Store, Package, Grocery, Paper House, Liquor, Meat Drivers, Warehousemen, Bakery, Dry Cleaning, Laundry and Miscellaneous Sales Routemen and Helpers and General, Kansas City, Missouri; Kansas City, Kansas; and St. Joseph, Missouri and Their Vicinities, Local Union No. 955, an affiliate of the International Brotherhood of Teamsters;**

**Local Lodge 778, International Association of Machinists and Aerospace Workers, AFL-CIO.**

### **ARTICLE I - RECOGNITION**

1.1 The Company recognizes the Union as the exclusive representative for bargaining with respect to rates of pay, wages, hours of employment, and all other conditions of employment for all associates (employees) covered by this Agreement. Associates covered by this Agreement shall include all production and maintenance employees of the Company employed at its facilities at Independence, Missouri.

### **ARTICLE II - UNION SHOP**

2.1 It shall be a condition of employment that all associates of the Company covered by this Agreement, who are members of the Union in good standing on the execution date of this Agreement, shall remain members in good standing; and those who are not members on the execution date of this Agreement shall on the thirty-first (31st) day following the execution date of this Agreement become and remain members in good standing in the Union.

2.2 It shall also be a condition of employment that all associates covered by this Agreement hired on and after its effective date shall on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union.

2.3 The Company will, within three (3) working days after receipt of notice from the Union, discharge any associate who is not in good standing in the Union as required by the preceding paragraphs.

Section 2. If an associate is granted a leave of absence the Company shall collect from said associate 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 except where exempted by law.

Section 3. Contributions to the Health and Welfare Fund must be made for each week on each associate on the seniority list, including weeks where work is performed under provisions of this Agreement, and although contributions may be made for those weeks into some other health and welfare funds. (This paragraph does not apply in cases of layoff.)

Section 4. If an employee is absent because of illness or non-work related injury and notifies the Company of such absence, the Company will remit health and welfare contributions for the first week of absence. If the illness or non-work related disability period exceeds twenty-six (26) weeks of continued coverage under the Loss of Time benefit, the Company will recommence contributions for a period of up to twelve (12) weeks to satisfy the Company's FMLA obligation.

## ARTICLE II - PENSION

Section 1. Effective April 1, 2014, the Company shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, the sum of One Hundred Fourteen and 00/100 Dollars (\$114.00) per week for each associate covered by this Agreement who has been on the payroll thirty (30) days or more. Effective April 1, 2015 the weekly pension contribution shall be increased to One Hundred and Twenty and 80/100 Dollars (\$120.80) per week, and effective April 1, 2016 increased to One Hundred and Twenty-Five and 60/100 Dollars (\$125.60) per week.

Section 2. 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, Southwest Areas agreements to which the Company who is party to this Agreement is also a party. By the execution of this Agreement, the Company 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 Company 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. If an associate is granted a leave of absence, the Company shall collect from said associate, 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 4. 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.

Section 5. Contributions to the Pension Fund must be made for each week on each regular or extra associate, even though such associate may work only part-time under the provisions 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. Associates 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.

Section 6. Action for delinquent contributions may be instituted by either the Local Union, the Area Conference, or the Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collections.

### ARTICLE III - TRUCK DRIVERS

Section 1. When a truck driver is out of the Kansas City Metropolitan Area on a continuous trip he will be given a meal allowance of one meal for 100 miles as shown on the "lease paper," two meals if 350 miles. A truck driver's duties shall be designated by the Company and when not driving he may be assigned to other work. The truck driver has the option to clock out rather than to accept other than truck driving work.

This Agreement made and entered into this sixteenth (16th) day of June, 2015, by and between Ohly Americas, Hutchinson, Minnesota, hereinafter referred to as the "Company"; and Milk Drivers and Dairy Employees Union, Local No. 471, hereinafter referred to as the "Union".

**ARTICLE 1  
PURPOSE OF AGREEMENT**

It is the purpose of this Agreement to promote mutual cooperation and understanding between the Union, the Company, and employees, and provide for the operation of the Company's plant at Hutchinson, Minnesota, in such manner as to further the fullest extent the establishment and maintenance of plant efficiency, good working conditions, good industrial relations, peaceful adjustment of all disputes, and economic well-being of the Company. It is for the attainment of these objectives that the parties have provided a contract on matters relating to wages, hours, and other conditions of employment.

**ARTICLE 2  
ONE AGREEMENT**

This Agreement shall be the sole Agreement existing between the Company and its employees covered hereby, and shall supersede the provisions of any existing agreement between the Company and said employees or any of them.

**ARTICLE 3  
RECOGNITION**

The Company recognizes the Union as the exclusive bargaining agent for all employees at the Hutchinson, Minnesota Plant, but excluding all supervisors, laboratory, development, and office personnel.

**ARTICLE 4  
UNION SECURITY**

All eligible employees as defined in Article 3 now employed by the Company shall be members of the Union or meet any non-member financial obligations permitted by law. Any new employee hired shall pay Union dues or meet any non-member financial obligations permitted by law after thirty (30) calendar days of employment.

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other form of liability that shall arise out of or by reason of action taken by the Company in reliance upon documents furnished to the Company in complying with any of the provisions of this Article or Article 5 Checkoff.

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DEPARTMENT**

The parties agree that adherence to good personal hygiene and good manufacturing practices is essential. Employee arriving at work wearing unlaundered uniforms or not practicing good personal hygiene will be sent home with loss of pay. Such employees will be required to return to work promptly after complying with the directive. Violation of these requirements will result in disciplinary action.

The Company will pay up to \$150.00 per year for the purchase of prescription eyewear at an establishment selected by the employee.

## **ARTICLE 21 PENSION**

Effective June 16, 2015 the Company shall pay to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred twenty-one dollars and ten cents (\$121.10) for all regular full time employees within the Bargaining Unit who have completed ninety (90) days of employment. After ninety (90) days of employment, payments will be retroactive to the first week after the thirtieth (30) day of employment.

Effective June 16, 2016 the Company shall pay to the "Fund" one hundred twenty-five dollars and ninety cents (\$125.90) per week.

Effective June 16, 2017 the Company shall pay to the "Fund" one hundred thirty dollars and ninety cents (\$130.90) per week.

With respect to part-time or temporary employees, the parties agree that in the event that an individual employed on a part time or temporary basis works one thousand (1000) hours or more in a twelve (12) month period, they will be considered a regular full time employee for the purposes of participation in Central States Pension Fund and all hours worked by them thereafter (for the remainder of that year and all subsequent years) will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular full time employees.

Employees on leave of absence due to illness or off the job injury and notified the Company of such absence shall have the required pension payments paid by the Company for a period of four (4) weeks after the employee has used all accumulated sick leave. Employees on leave of absence due to Workman's Compensation shall have payments made for a four (4) week period.

## **ARTICLE 22 HOSPITALIZATION, LIFE AND DENTAL INSURANCE**

Effective June 16, 2015 and for the full term of this Agreement, the Company agrees to provide medical, dental, life, and disability insurance in accordance with the Twin Cities Bakery Drivers Health and Welfare Plan 5A with weekly HRA contributions of \$51.92 for employees with family coverage and weekly HRA contributions of \$25.96 for employees with single coverage.

The parties agree that the employees will remain in Twin City Bakery Drivers Plan 5A unless the Union and the Employer agree to enter a different plan during the term of the Agreement. Effective June 16, 2015 the Company agrees to pay 85% of the total health care premium per

**ARTICLE 31  
NO STRIKE - NO LOCKOUT**

Since adequate provisions have been made in this Agreement for settlement of all disputes that may arise between the parties, it is agreed that during the life of this Agreement there shall be no lockout on the part of the Company and no strike or slowdown, sympathy or otherwise, on the part of the Union or employees.

**ARTICLE 32  
TERMINATION OF AGREEMENT**

THIS AGREEMENT shall be in effect from midnight the sixteenth day of June 2015, and shall continue in effect until midnight on the fifteenth day of June 2018. Notice is to be given by either party to the other not less than sixty (60) calendar days prior to the expiration date, or any extension thereof, that it is desired to terminate or amend the Agreement. In the event such notice is given, the parties shall begin negotiations as soon as possible prior to the expiration date and if negotiations are not completed before the expiration date, this Agreement shall terminate unless an extension is made by mutual Agreement of the parties.

In witness where of, the parties hereto have affixed their signatures below by their authorized representatives this 23 day of July, 2015, in Hutchinson, Minnesota.

Ohly Americas  
Hutchinson MN

Redacted by U.S. Treasury

By

Jay Wickham  
General Manager - Ohly Americas  
Redacted by U.S. Treasury

By

Jeff Betker  
Production Manager

Milk Drivers & Dairy Employees  
Union, Local No. 471

Redacted by U.S. Treasury

By

Dave Laxen  
Secretary Treasurer  
Redacted by U.S. Treasury

By

Union Steward  
Redacted by U.S. Treasury

By

Committee Person  
Redacted by U.S. Treasury

By

Committee Person

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SEP 03 2015

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DEPARTMENT

AGREEMENT

BETWEEN AUGUST A. BUSCH & CO.

OF MASSACHUSETTS, INC.

and

TEAMSTERS LOCAL UNION NO. 122

a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS

DRIVERS, HELPERS, WAREHOUSEMEN AND MECHANICS

THROUGH FEBRUARY 28, 2010

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JUL 17 2006

**CONTRACT  
DEPARTMENT**

## AGREEMENT

AGREEMENT made this 27th day of November, 2004 by and between AUGUST A. BUSCH and CO. of MASSACHUSETTS, INC., hereinafter referred to "THE EMPLOYER", and TEAMSTERS LOCAL UNION NO. 122, affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS hereinafter referred to as "THE UNION".

### SCOPE OF AGREEMENT

#### Section 1

The operations covered by this Agreement include, and, except as otherwise provided herein, are limited to, the receipt of product at the Employer's 440 Riverside Avenue, Medford warehouse facility, (hereinafter "the Warehouse") which term shall include any facility out of which the Employer services the entire territory serviced by the Medford facility as of October 1, 1994, (hereinafter the "Sales Area" or "Branch Sales Area") to which the Medford facility may, in whole or in part, be relocated by the Employer, the unloading of vehicles, transporting such product, whether by truck or rail, at the warehouse, storage of such product at and in the warehouse, the loading of trucks or trailers, including related warehouse functions, for delivery to destinations in the sales area, the delivery of the Employer's product to such destinations, and the cleaning of the warehouse work areas and loading of refillable containers on rail cars or trucks.

#### Section 2

The Employer agrees that it will not contract out during the life of the contract any work covered by Section 1 above so long as it continues to have its own sales and distribution system servicing the entire Branch Sales Area. In addition, in case the Employer shall decide to discontinue the operation of its own sales and distribution system or any portion thereof, by sale or lease, the Employer agrees to use all reasonable effort to provide that the drivers, helpers and warehousemen then in its employ shall be considered for hire by such purchaser or lessee.

#### Section 3

Executive and/or foreman who are not members of the Union shall not perform work belonging to any member of the Union.



ARTICLE 15,

PENSIONS - CENTRAL STATES PLAN

Section 1

The Employer shall make weekly contributions to the Central States, Southeast and Southwest Areas Pension Fund per week for each employee covered by this Agreement who is on the seniority list and has been on the active payroll for thirty (30) days or more.

Pension payments for spare employees will commence at the then applicable rate, after the spare employee has worked 1,000 hours calculated on a calendar year basis. Having achieved the 1,000 hours threshold (in a calendar year) payments will commence and continue for all hours thereafter worked by the employee in that calendar year and in all subsequent years. Payments to the Central States Pension Fund will be made at the applicable daily rate for each day worked, for such spare employees.

The weekly contributions shall be in the following amounts:

- January 2, 2005: \$128/week
- January 1, 2006: \$136.75/week
- January 1, 2007: \$145.50/week
- January 1, 2008: \$154.26/week
- January 1, 2009: \$163.46/week

Section 2

By the execution of the Agreement and the Central States Southeast and Southwest Areas Pension Fund Participation Agreement the Union and the Employer agree to be bound by and assent to all of the terms of the Trust Agreement creating said Central States, Southeast and Southwest Areas Pension Fund, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund, pursuant to said Trust Agreement, and all the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and the rules adopted.

Section 3

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 pay 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 eighteen (18) 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 in the Pension Fund during the period of absence.

ARTICLE 26.

TERM OF AGREEMENT


This Agreement shall be in full force and effect through February 28, 2010, and shall not be reopened by either party for any reason whatsoever and shall automatically continue thereafter from year to year until either party serves notice in writing sixty (60) days prior to any expiration date of the desire to change or terminate this contract. The party filing such notice of termination shall meet with representatives of the other party no later than fifteen (15) days after giving such notice for the purpose of submitting in writing its proposals for a new contract or changes in the old one.

IN WITNESS WHEREOF, the undersigned Employer and Union each has caused its name to be subscribed hereto by its duly authorized officials.


Executed this 5th day of December, 2005

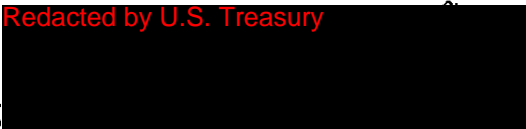
AUGUST A. BUSCH & COMPANY  
OF MASSACHUSETTS, INC.

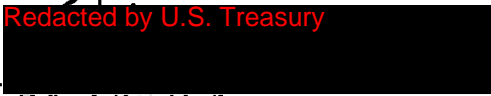
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WARE-  
HOUSEMEN AND HELPERS OF  
AMERICA, LOCAL UNION NO. 122


BY:   
Mark Wahlgren  
President and General Manager

BY:   
Paul M. Cannon  
President

By:   
Robert M. Tallett  
Vice President, Wholesale Operations.

BY:   
Secretary - Treasurer

BY:   
Patrick Knipper  
Senior Director, Corporate Labor Relations

By:   
Gary Rutledge  
Vice President, Corporate Labor Relations

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JUL 17 2006

**CONTRACT  
DEPARTMENT**

AGREEMENT

BETWEEN AUGUST A. BUSCH & COMPANY  
OF MASSACHUSETTS, INC.

AND

TEAMSTERS LOCAL UNION NO. 122  
a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS

MARKETING EMPLOYEES AND PLANT CLERICAL

THROUGH FEBRUARY 28, 2010

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JUL 17 2006

**CONTRACT  
DEPARTMENT**

1

## AGREEMENT

THIS AGREEMENT is made this 27th day of November 2004 by and between AUGUST A. BUSCH & CO. OF MASSACHUSETTS, INC., hereinafter referred to as the "EMPLOYER" and TEAMSTERS LOCAL UNION NO. 122, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "UNION",

### ARTICLE 1

#### RECOGNITION

Section 1: The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees as certified by the National Labor Relations Board on July 18, 1983, in case Nos. 1-RC-17, 836 and 1-RC-17, 837, as amended by the parties in the attached Memorandum of Understanding dated August 26, 1983, as clarified in case No. 1-UC-424 in 1985, or as may be subsequently amended by mutual agreement of the parties.

Section 2: It is understood that this Agreement shall cover the employees in the covered job classifications at the Employer's facility located at 440 Riverside Avenue, Medford, MA. Any subsequent relocation, in whole or in part, of the Employer's principal place of business servicing the entire sales territory serviced as of October 1, 1994, shall not affect the rights of the parties to this Agreement.

Section 3: It is further agreed that the Employer has in the past and does at present, (from time to time and in varying degrees), utilize the services of non-bargaining unit employees to perform some of the functions performed by certain or all of the unit personnel within the scope of their normal duties (including, but not limited to, supervisory checking of loads and inventories, distribution of materials, route scheduling, etc.) It is expressly understood and agreed that the Employer's continued use of non-bargaining personnel to supplement bargaining unit employees in the performance of their functions shall continue to be a matter in the sole discretion of the Employer and shall not be deemed to be a violation of any provision of this Agreement. It is also understood and agreed that employees may be assigned, as required, to perform non-bargaining unit work. It is further understood and agreed that the performance of non-bargaining unit work by employees shall not give the Union jurisdiction over such non-bargaining unit work. It is not the Employer's intention to substantially expand the amount of bargaining unit work performed by a non-bargaining unit members except to the extent reasonably required by the needs of the efficiency of the Employer's operations. Without waiving any of the rights contained in Section 3 of

The Company shall also have the right, effective as of January 1, 1998 or any date thereafter, to substitute a program providing substantially similar coverage in the place of the Blue Cross/Blue Shield or Delta Dental programs identified above. Such program may be an alternate HMO, PPO, indemnity program or any other arrangement selected by the Company in its sole discretion. However, during the term of this Agreement the Company agrees to maintain the current carriers (Blue Cross/Blue Shield and Delta Dental) subject only to their continued availability to the Company.

## ARTICLE 21:

### PENSIONS

#### Section 1

The Employer shall make weekly contributions to the Central States, Southeast and Southwest Areas Pension Fund per week for each employee covered by this Agreement who is on the seniority list and has been on the active payroll for thirty (30) days or more

The weekly contributions shall be in the following amounts:

January 1, 2005:	\$128/week
January 1, 2006:	\$136.75/week
January 1, 2007:	\$145.50/week
January 1, 2008:	\$154.26/week
January 1, 2009:	\$163.46/week

Section 2. By the execution of the Agreement and the Central States Southeast and Southwest Areas Pension Fund Participation Agreement the Union and the Employer agree to be bound by and assent to all of the terms of the Trust Agreement creating said Central States, Southeast and Southwest Areas Pension Fund, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund, pursuant to said Trust Agreement, and all the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and the rules adopted.

Section 3. 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 pay 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 eighteen

(18) 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 in the Pension Fund during the period of absence.

## ARTICLE 22

### ANHEUSER-BUSCH STOCK PURCHASE AND SAVINGS PLAN

The Employer and the Union has agreed that the Anheuser-Busch Deferred Income Stock Purchase and Savings Plan, as it may be amended from time to time by the Employer, will be made available to employees covered by this Agreement. Participation in the plan will be optional and at the sole discretion of each individual employee.

## ARTICLE 23

### COMPANY VEHICLES.

The Employer may, in its sole discretion, provide Company vehicles to employees who are required to drive in the normal performance of their duties. Employees who are provided Company vehicles will be permitted to retain the Company vehicle during non-duty hours. Employees will be required to complete the Company Car Questionnaire and to comply with the terms thereof as such Questionnaire may be amended from time to time to be uniformly applied to Anheuser-Busch employees. Personal use of the vehicle will be limited to uses consistent with Company policy. Expenses incurred by the employee in operating the vehicle, including gas, oil, cleaning, and reasonable business parking expenses shall be reimbursed to the employee weekly if supported by a proper receipt. Furthermore, the Employer shall issue wash tickets to each employee and it shall be the responsibility of the employee to maintain the Company vehicle within Company standards.

In the event the Employer determines in its sole discretion, to cease providing Company vehicles to some or all of its employees, the employees affected thereby will be given twelve (12) months notice in order to allow them to obtain private transportation. Employees who are required to use their own vehicles in the performance of their duties shall be compensated at the rate of twenty cents (20¢) per mile for the miles actually driven, exclusive of commuting costs.

JUL -24' 00 (MON) 12:57  
JUL -24' 00 (MON) 11:30  
JUL -24' 00 (MON) 10:17

CORP LABOR RELATIONS  
AUGUST A. BUSCH  
CORP LABOR RELATIONS

TEL: 314 577 9740  
TEL: 781 306 5699  
TEL: 314 577 9740

P. 001  
P. 002/003  
P. 003

**LETTER OF UNDERSTANDING AND AGREEMENT**

**AUGUST A. BUSCH & CO. OF MASSACHUSETTS, INC.  
ACCOUNT NO. 1171005-0109-131-A (DRIVERS/HELPERS)  
132-B (MARKETING & PLANT CLERICAL)  
132-C (WAREHOUSE & MECHANICS)**

The undersigned agree to amend their collective bargaining agreement (CBA) for the period of January 2, 2000 through February 28, 2005, to include the following provisions:

Effective January 1, 2000, the Employer will pay contributions to Central States on behalf of all majority employees who perform work as described in the CBA:

Effective January 1, 2001, with respect to employees in non-seniority classifications such as "Spares," "Temporary," "Summer Help," "Part-time," "Casuals," etc., the parties agree that in the event such an employee works one thousand (1000) hours or more in a twelve (12) month calendar year period (January 1 through December 31, commencing January 1, 2001), excluding the Employer's peak seasonal periods of July through September and November and December of each year, such employee will be considered a seniority employee for purposes of participation in the Central States Pension Fund and all hours worked by such employee thereafter (for the remainder of that year and all subsequent periods), will require contributions to the Central States Pension Fund. The amount of contributions for each day worked by such non-seniority employees shall be at the "daily rate," which is equal to the weekly contribution, plus Four Dollars (\$4.00), divided by five (5).

The parties further agree and acknowledge that the foregoing shall apply only to the CBA covering the period of January 2, 2000 through February 28, 2005. Any successor agreement which includes continued participation in the Central States Pension Fund shall be submitted to the Fund Trustees for their approval.

**AUGUST A. BUSCH & COMPANY  
OF MASSACHUSETTS, INC.**

**LOCAL UNION NO. 123**

Redacted by U.S. Treasury  
BY: [Redacted]

Redacted by U.S. Treasury  
BY: [Redacted]

TITLE: Printed & General Manager

TITLE: SECRETARY TREASURER

DATE: 7-24-00

DATE: 7/24/00

**LABOR AGREEMENT**

**BETWEEN**

**BUTEYN-PETERSON CONSTRUCTION COMPANY, INC.**

**AND**

**GENERAL TEAMSTERS UNION**

**LOCAL 662**

**JULY 1, 2012 THRU JUNE 30, 2017**

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DEPARTMENT**



JULY 1, 2012 – JUNE 30, 2017

## **EXCAVATING CONTRACTORS AGREEMENT**

This Agreement made and entered into this \_\_\_\_ day of July 2012, by and between General Teamsters Union Local 662, hereinafter referred to as the Union and Buteyn-Peterson Construction Company, Inc., hereinafter referred to as the Employer, their successors and assigns. This Agreement shall continue in full force and effect as hereinafter set forth.

### **ARTICLE 1 - SCOPE OF AGREEMENT**

1.1 This Agreement covers all employees of the Employer working at or out of Sheboygan, Wisconsin, who are within the jurisdiction of the Union working on jobs hereinafter classified and described in the wage schedule.

### **ARTICLE 2 – RECOGNITION**

2.1 Bargaining Unit the Employer recognizes the Union as the exclusive bargaining agency for all employees represented by it and covered by this Agreement. Excluded is office, clerical, professional and supervisory employees as defined in the Labor Management Relations Act, as amended.

2.2 Other Agreements The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with the employees individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way adversely affects the Union. Any such Agreement shall be null and void.

### **ARTICLE 3 – UNION SECURITY**

3.1 (a) All present employees who are members of the Union on the effective date of this Article shall remain members of the Union in good standing as a condition of continued employment. All present employees who are not members of the Union, and all employees who are hired hereafter, shall on and after the 30 days following the beginning of their employment or on and after the 30 days following the effective date of this Article, whichever is the later, become and remain members in good standing of the Union as a condition of employment.

(b) Should any member of the Union be suspended or expelled from the Union, the Employer agrees to discharge such person within seven (7) days after receiving due notice from the officials of the Union, provided, however, that such discharge shall not contravene the provisions of the Labor Management Relations Act, as amended.

## **ARTICLE 11 – SEPARABILITY AND SAVINGS CLAUSE**

11.1 If any Article or Section of this contract, or of any riders thereto should be held invalid by operation of law or by any 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 affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands, notwithstanding any provision in this contract to the contrary.

## **ARTICLE 12 – PENSION**

12.1 Effective July 1, 2012, the Employer shall contribute to the Central States Southeast and Southwest Pension Fund, the sum of \$258.50 per week for each employee covered by this Agreement, who has been on the payroll thirty (30) days or more.

Effective June 30, 2013, the Employer shall contribute to the Central States Southeast and Southwest Pension Fund, the sum of \$268.80 per week for each employee covered by this Agreement, who has been on the payroll thirty (30) days or more.

Effective June 29, 2014, the Employer shall contribute to the Central States Southeast and Southwest Pension Fund, the sum of \$279.60 per week for each employee covered by this Agreement, who has been on the payroll thirty (30) days or more.

Effective June 28, 2015, the Employer shall contribute to the Central States Southeast and Southwest Pension Fund, the sum of \$290.80 per week for each employee covered by this Agreement, who has been on the payroll thirty (30) days or more.

Effective June 27, 2016, the Employer shall contribute to the Central States Southeast and Southwest Pension Fund, the sum of \$302.40 per week for each employee covered by this Agreement, who has been on the payroll thirty (30) days or more.

12.2 This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for employees covered by this Agreement.

12.3 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.

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

**ARTICLE 13 – DURATION OF AGREEMENT**

13.1 This Agreement shall become effective July 1, 2012 and shall remain in full force and effect until June 30, 2017, and shall continue from year to year thereafter unless notice by certified mail of the desired changes is given by either party at least sixty (60) days prior to that date or any anniversary thereof.

This Agreement will be opened sixty (60) days prior to July 1, 2015 and sixty (60) days prior to July 1, 2016 for the purposes of negotiating Wage rates only. The Agreement will again be opened sixty (60) days prior to July 1, 2015 and sixty (60) days prior to July 1, 2016 for the purposes of negotiating Wages and Health and Welfare rates only.

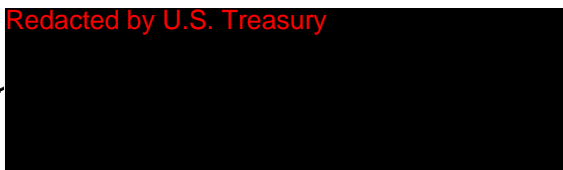
The parties to the Agreement shall be afforded all legal and economic recourse to enforce their demands.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 25<sup>TH</sup> day of July, 2012.

Signed this 25<sup>TH</sup> day of July, 2012.

FOR THE UNION

GENERAL TEAMSTERS  
UNION LOCAL 662

Redacted by U.S. Treasury  


FOR THE EMPLOYER

BUTEYN-PETERSON  
CONSTRUCTION CO, INC.

Redacted by U.S. Treasury  


**RECEIVED**

AUG 13 2012

CONTRACT  
DEPARTMENT

## Letter of Understanding and Agreement

The parties agreed that pension contributions will be remitted to the Central States Pension Fund on behalf of all regular full-time employees after they have been on the Employer's payroll for 30 calendar days.

With respect to casual employees, the parties agree that:

In the event that an individual employed on a casual basis works 1,000 hours or more in a 12 month period, he will be considered a regular employee for purposes of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years), will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

**BUTEYN-PETERSON**

**TEAMSTERS LOCAL 662**

Redacted by U.S. Treasury

Redacted by U.S. Treasury

DATE 2/01/2012

DATE 7/25/12

**RECEIVED**

**AUG 13 2012**

**CONTRACT  
DEPARTMENT**

**AGREEMENT**

**By and Between**

**FEDERATED CO-OPS, INC.**  
Northern Division - North Contract

and

**TEAMSTERS GENERAL LOCAL UNION NO. 346**  
Duluth, Minnesota

November 1, 2012 through October 31, 2015

**RECEIVED**

NOV 14 2012

**CONTRACT  
DEPARTMENT**

## **AGREEMENT**

THIS AGREEMENT, made and entered into as of the 1st day of November 2012, by and between Federated Co-ops, Inc., hereinafter called the "Employer" and the Teamsters General Local Union No. 346 of Duluth, Minnesota, , hereinafter called the "Union", WITNESSETH:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

### **ARTICLE 1 RECOGNITION**

It is understood and agreed by and between the Employer and the Union that the collective bargaining units to which this Agreement applies are all full-time and regular part-time drivers, installers, tank setters, service techs, fleet mechanics, and office personnel, including secretarial and administrative personnel, employed by the Employer, Federated Co-ops, Inc., at or out of its Two Harbors and Cloquet facilities. These bargaining units were certified by the National Labor Relations Board in cases numbered 18-RC-16683 and 18-RC-16700. The Employer recognizes the Union as the exclusive bargaining agent for said employees only and for the purpose of bargaining collectively for said employees covered hereby.

### **ARTICLE 2 UNION SECURITY**

#### Section 1.

- A. All employees covered by this Agreement must be members in good standing in this Union and all new employees shall become members of this Union on or after thirty-one (31) days of their new employment.
- B. This Agreement shall in no way abridge or interfere with the rights of former employees returning after service in the armed forces of the United States.

Section 2. Check-Off: The Employer agrees to deduct from the pay of all employees covered by this Agreement, who sign a written authorization provided by the Union, dues of the Union having jurisdiction over such employees and the Employer agrees to remit the dues to the said Union. No deduction shall be made which is prohibited by applicable law. The Union will defend and hold the Employer harmless for any claim arising out of deductions provided in this Section and payments thereof by the Employer to the Union.

Casual or Part-time Driver/Service employee examples could be; Worker's compensation injury/illness, medical or personal leave of absence among others.

- H. Status Quo at each location that have Full-time employees with the understanding the company may have no more than two Part-time CSR's at any location.

## **ARTICLE 20 UNIFORMS**

Driver, Service, Mechanic and Specialists bargaining unit employees will be provided and required to wear Company supplied and maintained uniforms. Employees shall be allowed to wear Union buttons/pins on the uniform.

## **ARTICLE 21 PENSION**

This Contract is negotiated under the 1982 contribution schedule of Central States, Southeast and Southwest Areas Pension Fund.

Effective November 1, 2012, the Employer shall contribute to the pension fund the sum of \$132.80 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective November 1, 2013, the Employer shall contribute to the pension fund the sum of \$138.10 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective November 1, 2014, the Employer shall contribute to the pension fund the sum of \$143.60 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

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.

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 action 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 absent because of an occupational injury, 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.

Contributions to the Pension Fund must be made on each regular or extra employee, even though such employee may work only part-time under the provisions of the Contract, including weeks when 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.

## **ARTICLE 22 JURY DUTY**

Federated Co-ops, Inc. encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees who have completed a minimum of one year of service in an eligible classification may request up to four weeks of paid jury duty leave over any one year period. Exempt employees may be eligible for additional jury duty pay pursuant to state and federal law.

The company will pay the employee upon receipt of the court's paycheck stub, the difference between the pay received from court for jury duty and the employee's regular earnings. The sum of both will not exceed the regular wage paid to the employee. Employee classifications that qualify for paid jury duty leave are:

Regular full-time employees

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time off (for example, paid Personal Time Off) or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence.

Of course, employees are expected to report for work whenever the court schedule permits.



AGREEMENT

**C&R MECHANICAL**

**HEATING AND SHEET METAL**

PLAN 1

MARCH 20, 2013 THRU MARCH 19, 2016

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**TEAMSTERS LOCAL UNION NO.682**  
5730 ELIZABETH AVE.  
ST. LOUIS, MO. 63110  
314-647-8350

**RECEIVED**

JUL 03 2013

CONTRACT  
DEPARTMENT 1

AGREEMENT

HEATING AND SHEET METAL

PLAN 1

**MARCH 20, 2013 THRU MARCH 19, 2016**

THIS AGREEMENT, DATED THE 20TH DAY OF MARCH, 2013, BY AND BETWEEN C&R Mechanical Company, 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, 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 MEAN ALL CHAUFFEURS AND CHAUFFEURS' HELPERS.

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 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 5. 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 THIRTIETH DAY FOLLOWING THE BEGINNING OF THEIR EMPLOYMENT; THAT THE CONTINUED EMPLOYMENT BY THE COMPANY 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 EMPLOYMENT 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 THIRTIETH DAY FOLLOWING THE EFFECTIVE DATE OF THIS AGREEMENT. THE FAILURE OF ANY PERSONS TO BECOME A MEMBER OF THE UNION AT SUCH TIME SHALL OBLIGATE

IF AN EMPLOYEE IS INJURED ON THE JOB, THE EMPLOYER SHALL PAY THE REQUIRED CONTRIBUTIONS AFTER THE PLAN COVERAGE RUNS OUT, FOR A PERIOD OF UP TO SIX (6) MONTHS.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED IT IS AGREED THAT IN THE EVENT ANY EMPLOYER IS DELINQUENT AT THE END OF A PERIOD ON THE PAYMENT OF HIS CONTRIBUTION TO THE HEALTH AND WELFARE 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 SEVENTY-TWO (72) HOURS NOTICE TO THE EMPLOYER OF SUCH DELINQUENCY IN HEALTH AND WELFARE 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 THERE FROM.

#### **ARTICLE VIII - PENSION**

EFFECTIVE MARCH 20, 2013 THE EMPLOYER SHALL CONTRIBUTE TO A PENSION FUND THE SUM OF TWO HUNDRED SIXTY EIGHT DOLLARS AND EIGHTY CENTS (\$268.80) PER WEEK FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT WHO HAS BEEN ON THE PAYROLL THIRTY (30) DAYS OR MORE. THIS CONTRIBUTION SHALL BE MADE FOR ANY PAYROLL WEEK DURING WHICH THE EMPLOYEES RECEIVES PAYMENT FROM THE EMPLOYER FOR EITHER WAGES, HOLIDAY PAY OR VACATION PAY. ALL YEARLY INCREASES WILL BE DEDUCTED FROM THE EMPLOYEES WAGE RATE INCREASE TO COVER THESE COSTS.

##### **CONTRIBUTION SCHEDULE INCREASES FOR:**

**2013 - TWO HUNDRED SIXTY EIGHT DOLLARS AND EIGHTY CENTS (\$268.80)**  
**2014 - TWO HUNDRED SEVENTY NINE DOLLARS AND SIXTY CENTS (\$279.60)**  
**2015 - TWO HUNDRED NINETY DOLLARS AND EIGHTY CENTS (\$290.80)**

IF THE CENTRAL STATES PENSION FUND ADOPTS AN HOURLY CONTRIBUTION RATE DURING THE TERM OF THIS CONTRACT, THE ASSOCIATION/UNION HAS THE OPTION OF CHANGING TO AN HOURLY CONTRIBUTION RATE OR REMAINING WITH A WEEKLY CONTRIBUTION 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 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 IS NOT ABLE TO WORK, THE EMPLOYER IS NOT OBLIGATED TO MAKE CONTRIBUTIONS ON BEHALF OF THE EMPLOYEE.

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 ELECTS TO TAKE A LEAVE-OF-ABSENCE, AND IF SO GRANTED BY THE EMPLOYER, IT IS UP TO THE EMPLOYEE TO TAKE THE INITIATIVE AND PROVIDE SUFFICIENT MONIES FOR THE EMPLOYER TO PAY THE ELECTED CONTRIBUTIONS INTO THE PENSION FUND DURING THE PERIOD OF ABSENCE.

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 PENSION FUND CREATED UNDER THIS CONTRACT, IN CCORDANCE 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 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.

#### ARTICLE IX - GRIEVANCE PROCEDURE

SHOULD DIFFERENCES ARISE BETWEEN THE COMPANY AND THE UNION OR ANY EMPLOYEE OF THE COMPANY AS TO THE MEANING OR APPLICATION OF THE PROVISIONS OF THIS AGREEMENT, SUCH DIFFERENCES SHALL BE SETTLED IN THE FOLLOWING MANNER:

SECTION 1. THE AGGRIEVED EMPLOYEE OR EMPLOYEES SHALL FIRST TAKE THE MATTER UP WITH THE SHOP STEWARD WHO IN TURN WILL TAKE THE GRIEVANCE UP WITH THE FOREMAN IN CHARGE. EMPLOYEES SHALL HAVE THE SHOP STEWARD PRESENT ON ANY GRIEVANCE. IF A SATISFACTORY SETTLEMENT IS NOT EFFECTED WITH THE FOREMAN WITHIN ONE (1) WORKING DAY, THE EMPLOYEE SHALL SUBMIT SUCH GRIEVANCE TO THE UNION IN WRITING, WITHIN TEN (10) WORKING DAYS OF ITS OCCURRENCE OR KNOWLEDGE THEREOF.

SECTION 2. IF NO SATISFACTORY ADJUSTMENT IS AGREED UPON THE MATTER SHALL BE REFERRED BY THE UNION TO THE GENERAL MANAGER OF THE COMPANY OR SOME OTHER EXECUTIVE OFFICER OF THE COMPANY WITH AUTHORITY TO ACT, WHO SHALL REVIEW THE ALLEGED GRIEVANCE AND OFFER A DECISION WITHIN FIVE (5) WORKING DAYS AFTER RECEIPT OF SAME.

SECTION 3. IF THE GRIEVANCE HAS NOT BEEN SETTLED AS A RESULT OF THE FOREGOING, THE UNION OR THE COMPANY MAY SUBMIT IT TO ARBITRATION BY NOTIFYING THE OTHER IN WRITING WITHIN TEN (10) DAYS AFTER THE COMPANY'S DECISION IN SECTION 2 ABOVE. THE COMPANY AND THE UNION AGREE TO ACCEPT THE DECISION OF THE MAJORITY OF AN ARBITRATION BOARD CONSISTING OF ONE (1) MEMBER SELECTED BY THE COMPANY AND ONE (1) MEMBER SELECTED BY THE UNION AND THE THIRD SELECTED BY THE TWO ARBITRATORS NOMINATED AS ABOVE. IT SHALL BE INCUMBENT UPON BOTH

SHOP STEWARD AFFECTED. ANY EMPLOYEE MAY REQUEST AN INVESTIGATION AS TO HIS DISCHARGE OR SUSPENSION. SHOULD SUCH INVESTIGATION PROVE THAT AN INJUSTICE HAS BEEN DONE AN EMPLOYEE, HE SHALL BE REINSTATED WITH FULL, PARTIAL, OR NO COMPENSATION FOR TIME LOST. APPEAL FROM DISCHARGE, SUSPENSION OR WARNING NOTICE MUST BE MADE WITHIN TEN (10) DAYS BY WRITTEN NOTICE, AND A DECISION MUST BE RENDERED WITHIN FIFTEEN (15) DAYS FROM THE DATE OF DISCHARGE, SUSPENSION OR WARNING NOTICE.

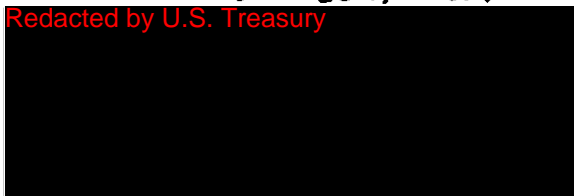
**ARTICLE XXI - DURATION OF AGREEMENT**

ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BECOME EFFECTIVE AS OF THE 20TH DAY OF MARCH, 2013, AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE 19TH DAY OF MARCH, 2016.

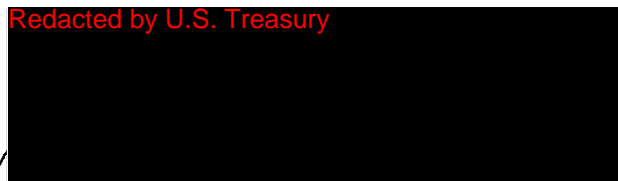
SHOULD THE PARTIES REACH AN AGREEMENT UPON THE TERMS AND PROVISIONS OF A NEW CONTRACT OR A CONTRACT CONTAINING THE DESIRED MODIFICATIONS, AT A TIME SUBSEQUENT TO THE TERMINATION DATE OF THIS CONTRACT, THEN IN SUCH EVENT ALL OF THE TERMS AND PROVISIONS OF THE NEW CONTRACT OR THE CONTRACT CONTAINING THE DESIRED MODIFICATIONS SHALL BE MADE RETROACTIVE TO THE TERMINATION DATE OF THIS CONTRACT.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED AND EXECUTED THIS AND SEVERAL OTHER COPIES HERETO, THE DAY AND YEAR FIRST ABOVE WRITTEN.

*CDR Mechanical*

Redacted by U.S. Treasury  


CONSTRUCTION, BUILDING MATERIAL, ICE AND COAL, LAUNDRY AND DRY CLEANING, MEAT AND FOOD PRODUCTS DRIVERS, HELPERS, WAHEHOUSEMEN, YARDMEN, SALESMEN AND ALLIED WORKERS, LOCAL UNION NO. 682, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEMSTERS

Redacted by U.S. Treasury  


*Matthew J. Steward*  
SECRETARY TRESURER

**RECEIVED**

**JUL 03 2013**

**CONTRACT DEPARTMENT**

COMMITTEE

AGREEMENT

BETWEEN

CONSUMER VALUE STORES  
(CVS/pharmacy)

AND

TEAMSTERS LOCAL 41

**RECEIVED**

APR 29 2013

**CONTRACT  
DEPARTMENT**

For the Period:

February 25, 2013 through February 25, 2016

TENTATIVE AGREEMENT BY AND BETWEEN  
CONSUMER VALUE STORES  
AND  
TEAMSTERS LOCAL 41

PREAMBLE

THIS AGREEMENT is made and entered into this 25<sup>TH</sup> day of February, 2013 by and between CVS/PHARMACY, hereinafter known as the "Employer" or "Company", and the OVER-THE-ROAD AND CITY TRANSFER DRIVERS, HELPERS, DOCKMEN AND WAREHOUSEMEN, LOCAL NO. 41 of Kansas City, Missouri, affiliated with the International Brotherhood of Teamsters, hereinafter known as the "Union".

ARTICLE I  
RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agent for one (1) regular receiving clerk per store in Stores 8600, 8602, and 8430.

ARTICLE II  
UNION SECURITY

The Employer agrees that, as a continuing condition of employment with the Employer, employees covered by this Agreement, both present employees and new employees, shall become and remain good-standing members of the Union. Employees losing their membership in the Union by reason of failure to pay initiation fees or membership dues will not be retained in the employ of the Employer and the Employer agrees upon receipt of a written notice from the Union to immediately discharge such employees. Present employees who are not now members of the Union must become members within thirty-one (31) days from the date of their employment. This Article shall only apply to bargaining unit employees to the extent permitted by state law.

ARTICLE III  
UNION SERVICE

The Employer agrees to grant the necessary and reasonable time off without pay and without discrimination or loss of seniority rights to any employee designated by the Union to serve in any capacity on Official Union Business. Such leave will be initially

granted for a maximum of six (6) months and may be extended for like periods by mutual written consent of the Union representative and Employer's District Manager.

ARTICLE IV  
HEALTH AND WELFARE AND PENSION

Section 1. The Employer shall offer a health care plan, employee discount plan, and stock purchase plan to eligible full-time employees on the same basis as said plans may be offered to other hourly paid store employees, respectively. The Employer retains the right to amend, modify, or terminate said plans. In the event of any material amendment, modification, or termination, the Employer shall notify the Union of said amendment, modification, or termination. If the company terminates the company medical plan, Local 41 members will be enrolled into a Central States Health and Welfare Plan at no added cost to members.

Section 2. For all full-time employees with 30 or more days of continuous service as of the first day of each calendar month who are covered by this Agreement, the Employer shall contribute to the Central States, Southeast, and Southwest Areas Pension Fund, the weekly sums of:

YEAR 1	\$191.00
YEAR 2	\$198.60
YEAR 3	\$206.50

Section 3. By the execution of this Agreement, the Employer authorizes the Employers' Associations which are parties to the National Master Freight Agreement and Central States Supplement 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 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 twelve (12) weeks, provided that the employee seeks and obtains leave in accordance with the provisions of the Federal Family Medical Leave Act as administered by the Employer. 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.

Section 5. Contributions as stated in Section 2 above shall be made for any employee who has worked one (1) day in any week for any reason. Action for delinquent contributions may be instituted by either the Union, the Area Conference or the Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collections.

Section 6. Action for delinquent contributions may be instituted by either the Union, the Area Conference or the Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collection.

ARTICLE V  
SENIORITY

Section 1. There shall be one (1) seniority list for employees covered by this Agreement.

Section 2. Seniority shall prevail in the event of layoff and recalls, and in filling permanent vacancies, provided the senior employee is qualified, in the judgment of the Company, to do the available work. The reasonableness of the Company's judgment shall be subject to the grievance procedure.

Section 3. Seniority shall date from the employee's last date of hire by the Company for all purposes except layoff in which event it shall date from his last date of assignment to the retail stores.

The seniority of the members covered by this contract shall be as follows:

<u>Name</u>	<u>Hire Date</u>	<u>Store Transfer Date</u>
Michael Plake	4/29/85	4/29/85
John Weber	8/8/80	12/20/82

Section 4. Seniority shall be broken by discharge for just cause, voluntary quit or a layoff of two (2) years, or absence of three (3) consecutive working days without notifying the Company except where it is impossible to do so.

**RECEIVED**

APR 16 2015

**CONTRACT  
DEPARTMENT**

**Agreement Between  
Caldwell & Hartung, Inc.  
&  
Teamsters Local Union No. 238**



*Abund*  
1246520-0327-  
00238 A.  
Assign to Carol.

**April 1, 2015  
through  
March 31, 2020**

## AGREEMENT

The 2008-13 National Master Freight Agreement, Central States Area Local Cartage Supplement, along with this Addendum cover all present operations of Caldwell & Hartung Inc., employees covered under this Agreement are defined as Full Time Drivers, and Full Time Mechanics.

### ARTICLE 1 - INSURANCE

#### Central States NZ Plan

##### Weekly Contribution Schedule:

- Ratification - \$289.90
- March 27, 2016 - \$321.40 (not to exceed)
- March 26, 2017 - \$356.00 (not to exceed)
- March 25, 2018 - maintenance of benefits
- March 24, 2019 - maintenance of benefits

### ARTICLE 2 - PENSION

#### Central States Class 18 Plan

##### Weekly Contribution Schedule:

- Ratification - \$332.30
- April 1, 2016 - \$338.00 (6%)
- April 1, 2017 - \$338.00\*
- April 1, 2018 - \$338.00\*
- April 1, 2019 - maintenance of benefits  
(\* = capped rate)

### ARTICLE 3 - LANGUAGE

The Company agrees to maintain current level of the seniority list for the duration of contract (example): If an employee that is defined under this agreement leaves for any reason, the Company will hire a new replacement, except where reduction of business would precipitate a lay-off of employees.

It is understood at the time of the signing of this agreement there are three (3) full time regular employees, and ten (10) part time casuals. The Company will provide the Union in writing, all hours worked by regular full time employees, and all part time casual employees as warranted by Teamsters Local No. 238.

The Company agrees as business conditions precipitate an increase in the number of regular full time employees they will make a bonafide attempt to promote an employee from the list of the part time casual employees, or hire a new employee to meet the increased demand.

(Any disputes will be subject to the grievance procedure)

A) Article 61, Section 2: Overtime will be paid after forty (40) hours in one (1) week, Monday - Saturday, all work performed on Sunday will be paid at two (2) times the base hourly rate.

Holidays and personal days that fall within the work week will be counted towards hours worked. It is understood that vacation days taken in any one work week will not be counted towards hours worked.

B) Article 62: There will be no accumulative sick pay.

### ARTICLE 4 - WAGES

- a Ratification - \$22.00 hour
- b March 27, 2016 - \$22.50 hour
- c March 26, 2017 - \$23.00 hour
- d March 25, 2018 - \$23.00 hour
- e (\$500.00 Lump Sum Payment, to be paid on normal pay day that week)
- f March 24, 2019 - \$23.50 hour

(2)

## ARTICLE 5 - EMPLOYER CONTRIBUTION

### • **INSURANCE**

Caldwell and Hartung Inc. agrees to pay TEAMCARE NZ PLAN contributions to Central States Health and Welfare Fund for the full term of this agreement.

The parties agree that the subsequent annual Health & Welfare increases necessary for the maintenance of benefits will be paid by the employer for the life of this Agreement.

The employee will contribute thirty two (\$32.00) dollars a week towards H&W cost starting **March 26, 2017**, that amount will increase to thirty five (\$35.00) dollars a week **March 25, 2018** and continue at thirty five (\$35.00) dollars a week for the remainder of this Agreement.

### • **PENSION**

Caldwell & Hartung Inc. agrees to pay Class 18 Pension contributions to the Central States Pension Fund on behalf of all employees covered by this agreement. The employee will pay the company ten (10) percent of the pension cost at the following agreed upon rate:

- **Ratification - \$33.23 weekly**
- **April 1, 2016 - \$33.80 weekly**
- **April 1, 2017 - \$33.80 weekly**
- **April 1, 2018 - \$33.80 weekly**
- **April 1, 2019 - \$33.80 weekly**

If the employee receives less than forty (40) hours a week in pay, the employee will pay the company back at the rate of fifteen (\$15.00) dollars an hour for combined Health & Welfare and Pension cost (the exception to this requirement is if there is no work available for the employee any particular day that week that would keep them from reaching forty (40) hours for the whole week.

## **ARTICLE 6 – EMPLOYER RESPONSIBILITY**

Effective April 1, 2015, contributions will be remitted to the Central States Health & Welfare and Pension Fund on behalf of any employee, regardless of the hours worked in the month covered by the collective bargaining agreement (cba) after the employee has been on the employers payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked. The employer agrees to bear responsibility to submit the full contribution to Central States regardless of whether the employer can collect co-pays from employees, if applicable.

## **ARTICLE 7 - PERSONAL DAY**

The Company will provide one (1) "personal day" of eight (8) hours pay, and one (1) Anniversary day of eight (8) hours pay to be used at the discretion of the employee, provided the employee gives the company forty eight (48) hours notice.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

**Section 1: Stays the same as April 2003.  
(copy attached)**

(4)

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# **AGREEMENT**

**MAY 1, 2012 – APRIL 30, 2015**

**CALNIN & GOSS**

**AND**

**TEAMSTERS LOCAL  
UNION NO. 662**

**RECEIVED**

**DEC 10 2012**

**CONTRACT  
DEPARTMENT**

## **AGREEMENT**

This Agreement made and entered into this \_\_\_\_ day, of \_\_\_\_\_ by and between Calnin & Goss, Inc., Appleton, Wisconsin, herein referred to as the "Employer" and Teamsters Local Union No. 662, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

### **ARTICLE 1 - RECOGNITION AND SCOPE OF OPERATIONS COVERED.**

The Employer recognizes and acknowledges that the Union is the exclusive representative of all truck drivers, warehousemen, helpers, mechanics and yardmen employed in the classifications of work covered by this Agreement for the purposes of collective bargaining. This Agreement shall cover all work performed by employees of the Employer in the classifications of work covered by this Agreement within the geographical jurisdiction of the Union.

### **ARTICLE 2- UNION SECURITY**

All present employees who are members of the Union on the effective date of this Agreement shall remain members in good standing as a condition of employment.

All the present employees on the effective date of this Agreement who are not members of the Union shall become and remain members in good standing of the Union as a condition of employment on or after the seventh (7<sup>th</sup>) day following the effective date of this Agreement. All employees who are hired after the effective date of the Agreement shall become and remain members in good standing of the Union as a condition of employment on or after the thirty-first (31<sup>st</sup>) day following the beginning of their employment or on or after the thirty-first (31<sup>st</sup>) day following the effective date of this Agreement, whichever is later. The provisions of this Agreement shall not be enforced unless the requirements of state law, if any, are met.

The Employer agrees to deduct from the wages of all employees covered by this Agreement the dues and initiation fees of the Union and agrees to remit to the Union all such deductions prior to the end of the month for which the deduction is made. If the only work performed by the employee during the month is paid for on a payroll date in the following month, the remittance to the Union for the dues deducted shall be made prior to the end of that following month. The Union agrees to present to the Employer a written authorization, signed by each employee, for whom such deductions will be made.

### **ARTICLE 3- PROBATIONARY EMPLOYEES**

A new employee shall work under the provisions of this Agreement but shall be employed on a 180 work day probationary period during which probationary period employees may be discharged or disciplined without further recourse. After completion of the probationary period, the employee shall be placed on the regular seniority list as of his most recent date of employment.



qualify for such holiday pay, an employee must have worked the regularly scheduled work days, which immediately precede and follow the holiday, unless the absence is mutually agreed to.

Employees who are serving their probationary period are not entitled to holiday pay for holidays falling within such period. If a holiday falls within the vacation period, the employee shall receive regular pay for such holiday in addition to his vacation pay. Regular employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to illness or injury.

Any otherwise eligible employee laid off or called back during the week in which a paid holiday falls or is observed shall be entitled to pay for the holiday.

#### **ARTICLE 18- HEALTH AND WELFARE**

**Effective May 1, 2012**, the Employer agrees to maintain for all working employees and their dependents, group hospital, surgical, and dental insurance and for all working employees life insurance as provided under the Network Health Plan of Wisconsin. The benefits provided by such Group Plan are to be the same as were provided under the previous Labor Agreement between the parties. Employees who participate in the health insurance plan will pay towards the premium cost the first year of the agreement **forty four dollars (\$44.00)** per week, second year of the agreement **forty six dollars and fifty cents (\$46.50)** per week and third year of the agreement **forty nine dollars (\$49.00)** per week. These contributions will be pre-tax dollars. The Employer shall pay the balance of the premium cost of the Group Plan, including dependent coverage, for all working employees who are eligible to belong to the Group Plan. Employees will be responsible for paying their own medical expenses to satisfy their deductible.

**Benefits will be pro-rated during the month of November 1 through April 1. (Example: 2 days in a week equal 1 week worked for pro-ration.)**

The employer will offer Sickness and Accident Short Term Disability Insurance. Employees will pay full cost of the Sickness and Accident Insurance.

The parties (Employer and Union) reserve the right to change insurance carriers at anytime during the life of this Agreement, providing the coverage remains comparable to the existing coverage.

#### **ARTICLE 19— PENSIONS**

The Employer shall contribute to Central States, Southeast and Southwest Areas Pension Fund for each employee performing work covered under this Agreement who has been on the payroll for 30 calendar days. **Effective May 1, 2012** the Employer shall contribute the sum of **thirty nine dollars and ninety cents (\$39.90)** per day for each employee covered by this Agreement. **Effective May 1, 2013** this contribution shall be increased to **forty one dollars and fifty cents (\$41.50)** per day. **Effective May 1, 2014** this contribution shall be increased to **forty three and twenty cents (\$43.20)**.

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, except for operations conducted when contributions are not required to such pension fund.

#### **ARTICLE 20— POSTING OF NOTICE**

The Employer agrees to the posting within his business premises of notices of Union meetings, etc., by an elected or appointed official of the Union. A copy of this Agreement shall be posted at each place of business.

#### **ARTICLE 21 - UNION COOPERATION**

The Union, as well as the members thereof, agree at all times as fully as it may be within their power, to further the interests of the industry represented by the members of the Association.

#### **ARTICLE 22—INSPECTION PRIVILEGES**

Union Business Agents shall have access to the Employer's place of business during working hours for the purpose of adjusting disputes and ascertaining that the Agreement is being adhered to. However, such action on the part of the Business Agent shall not unreasonably result in a work stoppage. This Agreement shall not restrict the right of the Business Agent to be on the premises to perform a Union car check or investigate grievances.

#### **ARTICLE 23— HOURS OF WORK**

The regular work week shall consist of five (5) eight (8) hour days, Monday through Friday of each week.

Employee's regular hours of work shall normally be scheduled between the hours of 7:00 a.m. and 5:00 p.m.

The hours of work may be changed by mutual agreement.

Time and one-half (1 ½) shall be paid for all work in excess of eight (8) hours per day.

Time and one-half (1 ½) shall be paid for all hours worked on Saturday.

Double Time (2) shall be paid for all work performed on Sunday and Holidays.

There shall be no split shifts.

2013-2014 HIGHWAY-HEAVY AGREEMENT

ACCEPTANCE OF AGREEMENT

2014 AUG 12 PM 2:00

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned employer, although not a member of the Labor Relations Division of the Ohio Contractors Association, does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the Labor Relations Division of the Ohio Contractors Association with the Ohio Conference of Teamsters, Chauffeurs, Warehousemen and Helpers of America, including all of the provisions therein and any amendments made hereto, and including those provisions pertaining to contributions to Trust Funds and agrees to be bound by any Trust Agreement heretofore entered into between these parties and agrees to make contributions as required, and authorizes these parties to name the trustee to administer said Fund and ratifies and accepts such Trustees and the terms and conditions of the Trusts as if made by the undersigned.

Capital City Group Inc.

Name of Company  
2299 Performance Way

Street  
Columbus Ohio 43207

City State Zip Code  
614-278-2120 Ohio 20005583

Company Phone Number Ohio Workers Compensation No.  
08/12/2014

Date  
Teamsters 284

Name of Union  
555 E. Rich St.

Street  
Columbus Ohio 43215

City State Zip Code  
Redacted by U.S. Treasury

City State Zip Code

Witness

Mail to: Labor Relations Division, Ohio Contractors Association, P.O. Box 909, Columbus, Ohio 43216

RECEIVED

AUG 12 2014

CONTRACT DEPARTMENT

**AGREEMENT**

**BY AND BETWEEN**

**CAPITOL READY MIX, INC.**

**AND**

**GENERAL TEAMSTERS / PROFESSIONAL & TECHNICAL EMPLOYEES  
LOCAL UNION NO. 916**

**AFFILIATED WITH THE  
INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS**

**JUNE 19, 2012**

**TO**

**JUNE 19, 2015**

**RECEIVED**

**SEP 25 2012**

**CONTRACT  
DEPARTMENT**

## **AGREEMENT**

This agreement dated the 19th day of June, 2012 by and between the Capitol Ready Mix Company, Inc. Or it's successors, located in Springfield, Illinois herein after referred to as the "Company", party of the first part and General Teamsters / Professional & Technical Employees Local Union No. 916, Affiliated with The International Brotherhood of Teamsters, or its successors, party of the second part, hereinafter referred to as 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 1. - INTENT**

1.1: It is agreed between the Company and the Union that the intent of this agreement is to assure continuous, harmonious, economical and profitable operations, to promote and improve industrial and economic relations between the company and its employees presently or hereafter employed and to promote cooperation between the company and its employees.

### **ARTICLE 2. - RECOGNITION**

2.1: The Company agrees to recognize and does hereby recognize the Union, Agents, Representatives, or Successors as the exclusive bargaining agency for all of the employees of the company as herein defined.

2.2: The term "employee" as used in the agreement shall include all truck drivers and all other employees within the jurisdiction of the Teamsters Union, excepting foreman and supervisors.

2.3: 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.

2.4: The Company agrees that it will not sponsor or promote, financially or authorize any 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.

2.5: The Union agrees that neither it nor its members will intimidate or face any employee outside the bargaining unit.

\$25.00 co-pay per week.

#### **ARTICLE 15 - PENSION (Central States Pension Fund)**

15.1: Effective June 20, 2012, pension payments shall be \$47.60 per day for benefit class 18, June 20, 2013 pension payments shall be \$50.50 per day for benefit class 18 and June 20, 2014 pension payments shall be \$52.50 per day for benefit class 18, for each seniority employee covered by this agreement.

15.1a: Contributions to the pension fund shall be made for each day on each regular seniority employee provided said employee has worked.

15.1b: Action for delinquent pension contributions may be instituted by the Local Union. Employers who are delinquent must also pay all attorney fees and cost of collection.

#### **ARTICLE 16 - HOURS OF WORK**

16.1: The Company agrees that the hours of work shall be eight (8) hours per any day, forty (40) hours per week, Monday through Friday. All work in excess of eight (8) hours per day and forty (40) hours per week and all work performed on Saturday shall be considered as overtime and shall be paid at the rate of time and one-half (1/2) for working such overtime periods subject to the terms and conditions set forth in 16.1a. Overtime shall not be paid twice for the same hours. In the event eight hours work per day and forty hours per week are not available the company shall layoff employees according to seniority unless the employees by stipulation agree to share the lay off.

16.1a: In the event that Saturday work is available, the company shall assign this work to those employees who have not as yet accumulated over thirty-six (36) hours of straight-time in the week, Monday through Friday. This work shall be assigned according to seniority of those who qualify. Work performed on Saturday by those employees who have not as yet attained forty hours work during the Monday through Friday workweek shall be paid at the straight time hourly rate.

16.1b: Employees who are assigned Saturday work by the company shall work a minimum of sixteen hours Monday through Friday of the work week in order to qualify for the Saturday work.

16.2: Except in the case of multiple shift operation, any employee called to work at 1:00 P.M. or after and required to work after 5:00 P.M. shall receive pay at the rate of time and one-half (1/2). The regular hourly rate for all work performed after 5:00 P.M. for the propose of this paragraph, the company will not be considered as having a multiple shift operation unless the work or any employee involved either follows the completion or precedes the commencement of a regular



**CENTRAL STATES  
SOUTHEAST AND  
SOUTHWEST AREAS  
HEALTH AND WELFARE AND PENSION FUNDS**

**EMPLOYEE TRUSTEES**  
CHARLES A. WHOBREY  
JERRY YOUNGER  
GEORGE J. WESTLEY  
MARVIN KROPP

**EMPLOYER TRUSTEES**  
ARTHUR H. BUNTE, JR.  
GARY F. CALDWELL  
RONALD DASTEFANO  
GREG R. MAY

**EXECUTIVE DIRECTOR**  
THOMAS C. NYHAN

**CAPITAL READY MIX, INC.  
ACCOUNT NO.: 1288275-0106-916-D**

**LETTER OF UNDERSTANDING AND AGREEMENT**

Effective June 19, 2012 through June 19, 2015, daily contributions will be remitted to the Central States Pension Fund on behalf of any employee, other than a casual, replacement or supplemental employee, covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

June 20, 2012	\$47.60 per day
June 20, 2013	\$50.50 per day
June 20, 2014	\$52.50 per day

In the event that any casual, replacement or supplemental employee (casual meaning an employee hired for short-term or sporadic periods) works 1,000 hours or more in any 12-month period, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by this contract for regular employees.

**CAPITAL READY MIX, INC.**

Redacted by U.S. Treasury

By:

Title:

PRESIDENT

Date:

9-20-12

**LOCAL UNION NO. 916**

Redacted by U.S. Treasury

By:

Title:

President

Date:

9-18-12

**RECEIVED**

SEP 25 2012

**CONTRACT  
DEPARTMENT**

AGREEMENT

between

GENERAL TEAMSTERS  
LOCAL UNION #697  
WHEELING, WV



and

CARENBAUER DISTRIBUTING CORPORATION  
WHEELING, WV



EFFECTIVE: August 1, 2014 thru July 31, 2017

**RECEIVED**

AUG 12 2014

CONTRACT  
DEPARTMENT



## AGREEMENT

Made and entered into between Carenbauer Distributing Corp., hereinafter referred to as the EMPLOYER, and the GENERAL TEAMSTERS CHAUFFEURS, WAREHOUSEMEN AND HELPERS LOCAL UNION # 697 of Wheeling, WV affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the UNION.

WITNESSETH:

WHEREAS: - The parties hereto are desirous of entering upon an Agreement as to wage rates and conditions of employment and to do away with the possibility of strikes, boycotts, lockouts and the like.

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

### ARTICLE I SCOPE OF AGREEMENT

Section 1. The execution of this Agreement on the part of the Employer shall cover all truck drivers, helpers, dock men, warehousemen, checkers, power lift operators and such other employees as may be presently or hereafter represented by the Union, engaged in delivery and handling of beer within the jurisdiction of the Local Union.

Section 2. Employees covered by this Agreement shall be construed to mean, but not limited to any driver, chauffeur, driver helper operating a truck, tractor, or any other vehicle, operated on the highway, street or private road for transportation purposes. The term employees also includes, but is not limited to all employees used in dock work, checking, stacking, loading, unloading, handling, shipping, receiving and allied work, except in cases of necessity or where it is unavoidable. The Union and the Employer shall agree on circumstances arising that would create a time of necessity or unavoidable action, without such agreement the matter shall be settled through the grievance procedure Article XXI of this Agreement.

### ARTICLE II RECOGNITION - UNION SHOP AND CHECK-OFF

#### Section 1. RECOGNITION

The Employer recognizes and acknowledges that the General Teamsters, Chauffeurs, Warehousemen and Helpers of Local Union #697, Wheeling, WV, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America is the exclusive representative of all employees coming under the scope of this Agreement, except as agreed otherwise in accordance with Paragraph 2 of Article I, for the purpose of collective bargaining, to establish rates of pay, hours of work, terms and tenure of employment and other conditions of employment for the employees.

ARTICLE XXVII  
PENSION

Section 1. (A) Effective August 3, 2014, the Employer shall contribute to the Central States Southeast and Southwest Area Pension Fund the sum of \$208.80 per week for each employee who has been on the payroll for a period of thirty (30) calendar days or more and shall be paid regardless of the number of hours worked per week.

(B) Effective August 2, 2015, the Employer shall contribute to the Central States Southeast and Southwest Area Pension Fund the sum of \$217.20 per week for each employee who has been on the payroll for a period of thirty (30) calendar days or more and shall be paid regardless of the number of hours worked per week.

(C) Effective July 31, 2016, the Employer shall contribute to the Central States Southeast and Southwest Area Pension Fund the sum of \$255.90 per week for each employee who has been on the payroll for a period of thirty (30) calendar days or more and shall be paid regardless of the number of hours worked per week.

Section 2. By the execution of this Agreement, the Employer authorizes the Trustees which are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the 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: 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 fifty-two (52) weeks. 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 4. Contributions to the 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 Agreement.

Section 5. Failure by the Employer to pay to the Trustees the amount due from him shall be deemed a breach of this Agreement by the Employer. The Union shall have the right to enforce the collection thereof against the Employer in the same manner as payment of wages directly from the Employer to his employees.

See Addendum #2 For casual, extra or seasonal employees;

Section 6. Upon notice from the Union that its members have voted to participate in The Inter-Local Pension Fund of the Graphic Communications Conference of the International Brotherhood of Teamsters (ILPF) and have been approved for participation by the ILPF Trustees, the Employer agrees to deduct from the employee's weekly wages such contributions as are established by vote of the members and, on a monthly basis, remit the same to the ILPF.- All forms, authorizations and procedures will be provided by the Union, and the Employer's sole obligation and agreement is to provide a payroll deduction for the participating employees. It is specifically understood that the Employer is not adopting, maintaining or sponsoring the ILPF. The Union agrees to hold the Employer harmless from any and all legal claims and liabilities in furtherance of providing the payroll deduction.

## ARTICLE XXVIII VACATIONS

Section 1. (A) All employees covered by this Agreement who have been in the employ of their employer for one (1) year or more shall receive one (1) week's vacation with pay in advance.

(B) All employees covered by this Agreement who have been in the employ of the Employer for two (2) years or more shall receive two (2) weeks vacation with pay in advance. All employees covered by this Agreement who have been in the employ of the Employer for six (6) years or more shall receive three (3) weeks vacation with pay in advance. Employees covered by this Agreement who have been in the employ of the Employer for eleven (11) years or more shall receive four (4) weeks vacation with pay in advance. Employees covered by this Agreement who have been in the employ of the Employer for twenty-three (23) years or more shall receive five (5) weeks vacation with pay in advance. Vacation must be taken.

Section 2. Full time commission driver's vacation pays will be based on 1/52<sup>nd</sup> of previous years W2 earnings or actual time worked.

Section 3. Warehouse shall be paid based on the previous year average of hours.

Section 4. Calculations of Vacation - Employees injured on or off the job will earn next year's vacation(s) according to the following:

Vacations must be earned by the amount of time worked in the previous year, i.e.

- a) must work a minimum of seven months to earn full vacation benefits for the following year
- b) if one month out of the year was worked, vacation shall be 25% of the full vacation benefit for the upcoming year
- c) if two months out of the year was worked, vacation shall be 35% of the full vacation benefit for the upcoming year
- d) if three months out of the year was worked, vacation shall be 40% of the full vacation benefit for the upcoming year
- e) if four months out of the year was worked, vacation shall be 50% of the full vacation benefit for the upcoming year

## ADDENDUM II

CARENBAUER WHOLESALE CORPORATION  
ACCOUNT NUMBER: 1302900-0101-697-A

### LETTER OF UNDERSTANDING AND AGREEMENT

Contributions will be remitted to the Central States Pension Fund on behalf of any employée covered by the collective bargaining agreement (cba) after the employee has been on the employer's payroll for thirty (30) calendar days, other than a casual employees and seasonal employees.

In the event that any casual or (casual meaning an employee hired for short-term or sporadic periods) works 1,000 hours or more in any twelve (12) month period, contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by the cba for non-casual employees.

In the event that any seasonal employees (seasonal meaning an employee is only to be used May 1<sup>st</sup> through September 30<sup>th</sup> and holiday weeks) works 1,000 hours or more in any twelve (12) month period, contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by the cba for non-seasonal employees.

**COLLECTIVE BARGAINING AGREEMENT**

between

**CARLESIMO PRODUCTS COMPANY**

And

**LOCAL UNION NO. 247**  
an affiliate of the  
**International Brotherhood of Teamsters**

**Effective February 1, 2010 through January 31, 2013**

**RECEIVED**

**JAN 21 2011**

**CONTRACT  
DEPARTMENT**

## COLLECTIVE BARGAINING AGREEMENT

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of February, 2010, by and between **Carlesimo Products, Inc.**, located at 29800 W. Eight Mile, Farmington, Michigan 48024, party of the first part, hereinafter termed the "Company" or "Employer" and **Local Union No. 247**, an affiliate of the International Brotherhood of Teamsters, located at 2741 Trumbull Avenue, Detroit, Michigan 48216, party of the second part, hereinafter called the "Union".

### ARTICLE 1 SCOPE OF AGREEMENT

1.1 The Company recognizes the Union as the exclusive representative of all employees who are employed in the job classifications listed in Article 17 for the purposes of collective bargaining in respect to wages, hours of employment, or other conditions of employment, subject to the provisions of applicable laws. For purposes of this Agreement, the term "employees" shall refer to those employed by the Company in job classifications listed in Article 17.

### ARTICLE 2 UNION SHOP AND DUES

2.1 All present employees who are members of the Union on the effective date of this Section shall remain members of the Union in good standing, as a condition of continued employment. All present employees who are not members of the Union, and all employees who are hired hereafter shall, on and after the ninetieth (90<sup>th</sup>) day following the beginning of their employment or on and after the ninetieth (90<sup>th</sup>) day following the effective date of this Section, whichever is the later, become and remain members in good standing of the Union, as a condition of employment.

2.2 It is agreed that there shall be deducted from the designated pay checks of employees all dues of the Union and the amounts so deducted paid to the Union for each and every employee who is a member of the Union, provided, however that the Company first (1<sup>st</sup>) receives written authorizations, voluntarily signed by each employee, allowing such deductions and payments to the Union as aforesaid.

2.3 DRIVE. The Employer agrees to deduct from the pay check of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from the employee's paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

**ARTICLE 27  
HEALTH AND WELFARE AND PENSION**

27.1 Health and Welfare. Commencing the week beginning February 1, 2010, the Company agrees to contribute the cost of Michigan Conference of Teamsters Welfare Fund (MCTWF) plans, at the rates shown below, each week for each employee covered under the classifications of this Agreement who are on the regular seniority list and working under the terms of this Agreement until January 31, 2013, pursuant to the terms of a MCTWF participation agreement.

<u>Effective Date:</u>	<u>Contribution:</u>	<u>Employee Co-pay to Employer:</u>	<u>Plan:</u>
2/1/10	\$304.35	\$42.25	Plan 100: SOA
4/1/10	\$327.95	\$42.25	Plan 100: SOA
1/30/11	\$297.25	\$11.55	Plan 103: Key 2
4/1/11	\$308.05	\$11.55	Plan 103: Key 2
2/1/12	\$308.05	Reopen	Plan 103: Key 2
4/1/12	\$324.55	***	Plan 103: Key 2

\*\*\*Employee co-pay to Employer based on amount agreed upon in the February 1, 2013 reopener negotiations for employee co-pay.

27.2 Pension. Commencing with the week beginning February 1, 2012, the Company agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") in accordance with the participation agreement between the Company and the Union, the following daily rates for a maximum of five (5) days per week for each employee who is on the regular seniority list and for whom contributions are required under the rules established in the Pension Fund and participation agreement.

<u>Effective Date:</u>	<u>Contribution Amount:</u>
2/1/10	\$22.40
6/1/10	\$24.20
2/1/11	\$26.10
2/1/12	\$27.70

27.3 If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions as specified in the preceding paragraphs of this Article 27 for a period of four (4) weeks. If an employee is injured on-the-job, the Company shall continue said contributions until such employee returns to work. However, said contributions shall not be paid for a period of more than nine (9) months for any employee.

Contributions to each 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 Agreement,

including weeks where work is performed for the Company but not under this Agreement, and although contributions may be made for those weeks into some other 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 an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the MCTWF during the period of absence.

The Company is relieved from all responsibility upon compliance with its obligations under this Article and is under no obligation in the event either fund is not adequate. There shall be no deduction from equipment rental or 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.

Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a monthly period in the payment of its contribution 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 Union shall have given seventy-two (72) hours notice to the Company 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 in the event such action is taken, the Company shall be responsible to the employees for losses resulting therefrom, and it is further agreed that in the event that legal action is instituted, the Company shall be responsible for all attorney fees and costs of such legal action.

Effective February 1, 2007 the Employer will have set up a Section 125 of the tax code, or a comparable program, in which the employees covered by this Agreement may participate.

## **ARTICLE 28 LEAD PERSON**

28.1 A lead person is an employee in the bargaining unit represented by the Union who is appointed by the Company to lead a group of employees with whom the lead person works and who is familiar with the requirements of the various functions performed by the group. Under instructions from a foreperson and a superintendent, the lead person directs the activities of the group, assigns work, instructs, corrects, or points out errors in the workmanship whenever necessary. The lead person has no authority to hire, fire, to take or recommend disciplinary action.

Lead persons will receive ten cents (10¢) per hour or more above the rate for the highest classification they lead. A lead person has no preferred seniority as such, but shall, if their designation as lead person is terminated by the Company, be assigned to available work, and may thereafter exercise their seniority in the classification to which assigned



**Collective Bargaining Agreement**

**by and between**

**CARMEUSE LIME INC**

**and**

**TEAMSTERS LOCAL UNION NO. 247**  
**an affiliate of the**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**April 1, 2013 – March 31, 2016**

**RECEIVED**

**SEP 03 2013**

**CONTRACT  
DEPARTMENT**

## **Agreement**

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of April, 2013, by and between Carmeuse Lime Inc for its plant at 25 Marion Avenue, River Rouge, Michigan 48218 (party of the first part, and hereinafter termed the Company) and Local Union No, 247, affiliated with the International Brotherhood of Teamsters, located at 2741 Trumbull Avenue, Detroit, Michigan (party of the second part, hereinafter called the Union).

WHEREAS, both parties are desirous of preventing strikes and lockouts, and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employment for the employees of the Company; and of facilitating peaceful adjustments of all grievances which may arise from time to time between the Company and its employees; and of promoting and improving peaceful industrial and economic relations between the parties.

## **Article 1: Recognition and Dues Check-off**

### **Recognition**

**Section 1.** The Company recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Company of these classifications of employees covered by this Agreement and listed in Appendix "A".

### **Check-Off**

**Section 2.** The Company will check off monthly dues, assessments and initiation fees each as designated by the Secretary/Treasurer of Local 247, as membership dues in the Union, on the basis of individually signed voluntary check-off authorization cards in forms agreed to by the Company and the Union. Deductions, if elected, shall commence 30 days after the date of hire.

In cases of earnings insufficient to cover deduction of dues, the dues shall be deducted from the next pay in which there is sufficient earnings. No more than a double deduction will be allowed in any pay period. The Secretary/Treasurer of the Local Union shall be provided with a list of those employees for whom double deduction has been made.

The Union will be notified of the reason for non-transmission of dues in case of interplant transfer, layoff, discharge, resignation, leave of absence, sick leave, retirement, death, or insufficient earnings.

The foregoing provisions shall be effective in accordance and consistent with applicable provisions of federal and state laws.

### **Candidates Referred by the Union**

**Section 3.** When the Company needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Company shall not be required to hire those referred by the Union.

### **Probationary Period**

**Section 4.** A new employee shall work under the provisions of this Agreement but shall be employed only on a ninety (90) day trial basis, during which period he may be discharged without further recourse, provided, however, that the Company may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After ninety (90) days, the employee shall be placed

## Article 14: Paid For Time

All employees covered by this Agreement shall be paid for all time spent in the service of the Company. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed based upon the record of the time clock.

## Article 15: Health & Welfare and Pension

Employees may choose from two Healthcare coverage options or opt to waive coverage, as listed below:

Option 1- The Company agrees to pay into the Michigan Conference of Teamsters Welfare Fund (MCTWF), for any employee who enrolls in the Teamsters SO(a) plan after thirty (30) days of service a contribution of:

<u>Effective Dates:</u>	<u>Weekly Amount:</u>	<u>Plan Code:</u>
4/1/13 – 5/18/13	\$372.85	100
5/19/13 – 3/29/14	\$367.65	110
3/30/14 – 3/28/15	\$405.05	110
3/29/15 – 3/31/16	\$429.45	140

Employees enrolled in the Teamsters SO(a) Plan will contribute a weekly premium through payroll deduction for the amount of:

<u>Effective Dates:</u>	<u>Weekly Amount:</u>
4/1/13 – 3/29/14	\$86.45
3/30/14 – 3/28/15	\$123.85
3/29/15 – 3/31/16	\$148.25

Option 2: The Company agrees to pay into the MCTWF, for any employee who enrolls into the Teamsters Key 1 plan after thirty (30) days of service a contribution of:

<u>Effective Dates:</u>	<u>Weekly Amount:</u>
5/19/13 – 3/29/14	\$354.40
3/30/14 – 3/28/15	\$380.50
3/29/15 – 3/31/16	\$401.10

Employees enrolled in the Teamsters Key 1 Plan will contribute a weekly premium through payroll deduction for the amount of:

<u>Effective Dates:</u>	<u>Weekly Amount:</u>
5/19/13 – 3/29/14	\$63.20
3/30/14 – 3/28/15	\$89.27
3/29/15 – 3/31/16	\$109.90

Once an employee is enrolled in one of the above MCTWF health and welfare plans, they may opt of that plan, according the requirements of the Memorandum of Understanding for MCTWF Participation Opt Outs.

Once opt-out is approved by the MCTWF, the employee will be entitled to participate in a medical waiver reimbursement program. The annual payment will be made in June via Payroll and will be subject to all required payroll withholding. Criteria and reimbursement amount will be based upon the following:

1. Approval from the MCTWF.
2. Must be an active employee on the date reimbursement is made (June).
3. Medical coverage tiers: Employee only = \$500, Employee plus one = \$750, and Employee plus two or more = \$1000
4. Reimbursement is subject to taxes.

All payments into the Welfare Fund must be made within fifteen (15) days from the end of each calendar month to J.P. Morgan Chase Bank N.A., Department 77158, P.O. Box 77000, Detroit, Michigan, 48277, which bank has been made depository for the Michigan Conference of Teamsters Welfare Fund

Additionally, the Company agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who is on the regular seniority list a contribution of:

4/1/13 - 3/31/14: \$186.20

4/1/14 - 3/31/15: \$193.60

4/1/15 - 3/31/16: \$201.30

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 Central States Funds, Department 10291, Palatine, Illinois 60655-0291.

Contributions to the Health and Welfare Fund and to the Pension Fund must be made for each week on each regular employee enrolled in the plans, 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 Company but not under the provisions of this Contract, and although contributions may be made for those weeks into some other Health and Welfare Fund and/or 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 Article.

If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions to the Teamsters Health and Welfare Fund and Pension Fund for a period of four (4) weeks. If an employee is injured on the job, the Company 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. Employees will be responsible for premium contributions during any period the Company is making required contributions. Any missed payments will go into arrears and will be deducted from any future wages.

If an employee is granted a leave of absence, the Company 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.

It is agreed that the Welfare Fund and the Pension Fund will be separately administered each jointly by Employers and Union in compliance with all applicable laws and regulations, both State and Federal.

By the execution of this Agreement, the Company 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 Funds, and to designate the Employers Trustees under such Trust Agreements, hereby waiving all notice hereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If the Pension Plan at any time during the term of the labor contract seeks to have the Employer pay more in contribution rates than is set forth in the labor contract (excess payment amount), whether due to a rehabilitation plan or by amendment to the Pension Fund or the Pension Trust, or in any other matter, the parties agree to the employer withdrawal from the pension fund and further agree to bargain the terms of a defined contribution plan.

CARMEUSE LIME, INC.  
ACCOUNT NO. 1312915-0100-00247A

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 after the employee has been on the Employer's payroll for sixty (60) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

CARMEUSE LIME INC  
Redacted by U.S. Treasury

LOCAL UNION NO. 247  
Redacted by U.S. Treasury

By:

By:

Title:

Title:

Date:

Date:

*HR Manager*

*REC. SEC. / BUS. REP.*

*2/7/2014*

*2-12-14*

**MECHANICS AGREEMENT**

BETWEEN

**CARR BROTHERS, INC.**

AND

**AUTOMOBILE TRANSPORTERS,  
NEW TRAILER AND ARMORED  
CAR DRIVERS, AIRLINE,  
MECHANICS AND GARAGEMEN  
UNION LOCAL NO. 964**

**AFFILIATED WITH THE INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS**

**EFFECTIVE**

**MAY 1, 2015 THROUGH  
APRIL 30, 2020**

THIS AGREEMENT, made and entered into by and between CARR BROTHERS, INC., (hereinafter called the Employer), who accepts and approves this Agreement and Automobile Transporters, New Trailer and Armored Car Drivers, Airline, Mechanics and Garagemen Union Local No. 964 affiliated with the International Brotherhood of Teamsters (hereinafter designated as the "Union").

WITNESSETH:

WHEREAS, it is the desire of the parties to this Agreement to establish a relationship of cooperation whereby the mutual interests of both may be promoted to the highest degree of efficiency, to stabilize employment, strikes, boycotts, lockouts and stoppage of work.

NOW, THEREFORE, the Employer and the Union agree as follows:

ARTICLE I  
UNION RECOGNITION/MANAGEMENT RIGHTS

1. The Employer hereby recognizes the Union as the exclusive bargaining agent for all mechanics, apprentices, garage and lubrication men employed by the Employer.
2. The Employer agrees that before it changes its existing practice with respect to use of an outside contractor, if employees are laid off the Employer will notify the Union of its intention to contract out and give the Union an opportunity to discuss the subject.
3. The authority of stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
  - a. The investigation and presentation of grievances in accordance with the provisions of this Agreement.
  - b. The collection of dues when authorized by appropriate Local Union action.
  - c. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its' officers, provided such messages and information:

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 any other employees (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.

Section 6.

Actions for delinquent contributions may be instituted by the Union, the Health and Welfare Fund or its Trustees. If the Employer is delinquent in the payment of contributions to the Health and Welfare Fund, it must also pay all attorney's fees and costs of collection, in addition to any other remedy provided under 29 U.S.C. S 502 (g).

Section 7.

The Employer will make health and welfare contributions for up to four (4) weeks for any employee off on workers compensation.

ARTICLE XII  
PENSION FUND

Section 1.

The Employer shall pay to a Pension Fund, known as "The Central States, Southeast and Southwest Areas Pension Fund", for the purpose of this Article, (for each regular employee who receives pay for work or for holidays or for vacation during a week) as follows:

Effective May 1, 2015 \$149.30 per week  
Effective May 1, 2016 \$155.30 per week  
Effective May 1, 2017 \$161.50 per week  
Effective May 1, 2018 \$168.00 per week  
Effective May 1, 2019 \$174.70 per week

All other contractual provisions contained in supplemental agreements relating to Health and Welfare shall be as provided in such agreements. The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the



sums as set forth above for each contract year for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Section 2.

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 Conference Joint Area 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 Conference Joint Area 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 the past due contributions. The Conference Joint Area Committee may also determine where the Employer's claim was bona fide.

Section 3.

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.

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

Section 4.

Contributions to the Pension Fund must be made at the weekly rate on each regular or extra employee who qualifies under the provisions 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. Contributions shall be made at the weekly rate for any regular employee who has worked less than five (5) days in a week.

Section 5.

Actions for delinquent contributions may be instituted by the Union, the Pension Fund or its Trustees. If the Employer is delinquent in the payment of contributions to the Pension Fund, it must also pay all attorney's fees and costs of collection, in addition to any other remedy provided under 29 U.S.C. S 502 (g).

Section 6.

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 any other employees (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 XIII  
LIQUIDATION AND SEVERANCE

If the Employer shall totally liquidate his/her operations, each employee who has acquired seniority shall receive forty (40) hours severance pay at his/her hourly rate, together with his/her vacation pay and special equipment allowance, pro rated to the date of severance, and holiday pay for the holidays remaining in that calendar year.

ARTICLE XIV  
EXPIRATION AND RENEWAL

1. This Agreement shall remain in full force and effect from the first (1<sup>st</sup>) day of May 2015, through and including the thirtieth (30<sup>th</sup>) day of April, 2020, and thereafter shall continue in full force and effect for successive periods of one (1) year unless notice of intention to modify or terminate this Agreement is given as hereinafter provided, except as provide in Article XI, Section 6.

**RECEIVED**

DEC 23 2014

CONTRACT  
DEPARTMENT

**AGREEMENT**

Between

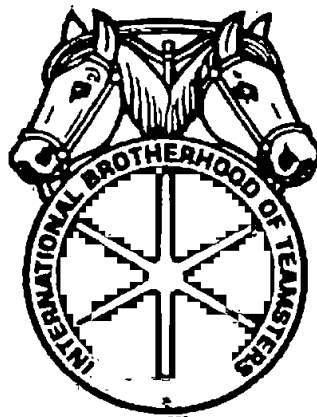
**CARROLL SALES COMPANY**

**MASON CITY WAREHOUSE L.C.**

AND

**TEAMSTERS LOCAL 238**

**SEPTEMBER 1, 2014 - AUGUST 31, 2016**



## AGREEMENT

The Employer and the Union having a common and sympathetic interest in the trucking and warehousing industry, and whereas, harmonious relations are of value to the Employer, the Union and the public, and progress in industry requires a mutuality of confidence between the Employer and the Union and all will benefit by a continuous peace and adjustment of any difference by rational and agreeable methods. To these ends this agreement is made.

### PREAMBLE

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ to be effective from and after **September 1, 2014**, by and between **Carroll Sales Company, Inc.**, an Iowa corporation with principal place of business at Mason City, Iowa and **Mason City Warehouse Corporation, L.C.**, an Iowa corporation with principal place of business at Mason City, Iowa, hereinafter referred to collectively as the "Employer", and **Teamsters Local Union No. 238**, Mason City, Iowa affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union". This agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the Employer's business is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such Employer's business shall continue to be subject to the terms and conditions of this agreement for the life thereof.

### WITNESSETH

That, whereas, the above named parties to this agreement guarantee fair treatment between one another.

Now, therefore, it is agreed by and between the parties as follows:

### ARTICLE I UNION RECOGNITION

Section A. The Employer agrees to recognize and does hereby recognize the Union, its agents, representatives or successors as the exclusive bargaining agent for all drivers and warehousemen employed by **Mason City Warehouse Corporation, L.C.** and **Carroll Sales Company, Inc.** at the **Mason City Warehouse, 600 Fourth Street S.W. Mason City, Iowa**; excluding office, clerical employees, professional employees, technical employees, guards and supervisors and part time employees as defined herein.

**Section A.** In the event there is a death in an employee's immediate family, he shall be entitled to three days off with a maximum of three days' pay if said days are working days. The day before, and the day of the funeral and the day after will be allowed as days off, the employee to be paid for 9 hours straight time per day. Employee may be granted, in the discretion of the Employer, a leave of absence without pay for additional days off.

**Section B.** "Immediate family" shall mean spouse, children, spouse's, and employees father, mother, grandparents, brother and sister. Children shall include stepchildren. The employee may be granted a leave of absence for attendance of funeral of other relatives in the discretion of the employer, to be without pay.

**Section C.** In the event there is a death of the employee's aunt or uncle; he shall be entitled to one day off for the funeral if it occurs on a working day, with pay..

#### **ARTICLE 24 SICK LEAVE PAY**

Any sick leave used will be re-accumulated at the rate of one-half day per month of active employment to a maximum of twenty-four (24) days. Sick leave will be paid on the basis of nine (9) hours per day straight time; If the employer requests, the employee shall furnish proof of disability by a written statement signed by the employee's physician..

#### **ARTICLE 25 PENSION**

**Section A.** The parties agree that contributions will be remitted to Central states Pension Fund on behalf of all employees (including those hired as part-time) performing work covered by the collective bargaining agreement after they have been on the Employer's payroll for 30 calendar days. Pension contributions are due on behalf of newly hired employees after 30 calendar days even though they have not completed the 60 working day trial period as stated in Article 1- Union Recognition – Section B of this agreement at the rate of \$109.50 for 2014 and \$118.30 for 2015 per week per employee.

**Section B.** By the execution of this agreement, the Employer authorizes the Employer's associations, which are parties thereto, to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such agreement, and do hereby waive

all notice thereof and ratify all actions already taken or to be taken by such trustees within the scope of their authority.

**Section C.** If an employee is absent because of illness or non-occupational 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; provided, however, that the Employer shall not pay the same for a period of more than six (6) months. Weekly contributions shall not be paid during layoffs.

## **ARTICLE 26 STEWARDS**

The Employer recognizes the right of the Local Union to designate job stewards and alternates from the Employer's seniority list. The authority of job stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances with his Employer or the designated company representative in accordance with the provisions of the collective bargaining agreement.
2. The collection of dues when authorized by appropriate Local Union action.
3. The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information;
  - (a) have been reduced to writing, or
  - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business.

Job stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Local Union. The Employer's business, except as authorized to impose proper discipline, including discharge, in the event the

ARTICLES OF AGREEMENT  
BETWEEN  
CARVER LUMBER COMPANY  
PEORIA DIVISION  
AND  
TEAMSTERS LOCAL UNION NO. 627  
EFFECTIVE  
FEBRUARY 1, 2014- JANUARY 31, 2017

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**CONTRACT  
DEPARTMENT**

TEAMSTERS & CHAUFFEURS LOCAL UNION NO. 627  
AND  
CARVER LUMBER

THIS AGREEMENT made and entered into this February 1, 2014, by and between CARVER LUMBER COMPANY (COMPANY) and TEAMSTERS & CHAUFFEURS LOCAL UNION NO. 627 (UNION), affiliated with the International Brotherhood of Teamsters.

ARTICLE 1  
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 bargaining unit employees of the company as herein defined.

Section 2: The term "bargaining unit employee" as used in this Agreement shall be defined as full-time and part-time Drivers on Material Trucks, Drivers on Lumber Trucks, or any vehicle used for transportation of building material, Yard and Warehousemen.

Section 3: The Company will neither negotiate nor make collective bargaining agreements for any of its defined bargaining unit 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 group or labor organization, for the purpose of undermining the Union; Neither the Company nor the Union will interfere with, restrain, coerce, or discriminate against any bargaining unit employees in connection with their membership in the Union.

Section 5: The Union recognizes, for the purpose of this Agreement, each member of the bargaining group, as separate entities and shall apply the conditions of the Agreement accordingly.

Section 6: The Company, at its discretion, may designate a bargaining unit employee to be a "Lead Worker", who may perform any and all duties of regular bargaining unit employees. In addition, a "Lead Worker" is responsible for directing, at management's discretion, the activities of various other bargaining unit employees, so long as those activities are not in violation of this collective Bargaining Agreement. A Lead Worker shall have no authority to hire, fire, discipline or recommend discipline against any bargaining unit employees, but has the responsibility to keep management informed regarding the performance of bargaining unit employees operating at his/her direction. The Lead Worker(s) wage shall be paid at a rate no less than two-dollars (\$2.00) above the highest paid rate for non-lead bargaining unit employee under this Agreement. Management may, at its discretion, establish a wage and/or bonus in excess of the stated minimum rate with the understanding that said rate is subject to increase or decrease by the Company as management sees fit. It is further understood that "Maintenance of Standards" (Article 10) shall not apply to wages, bonuses or conditions set forth for Lead Workers, so long as those wages and conditions do not fall below the minimums stated in this Agreement.

**RECEIVED**

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**CONTRACT  
DEPARTMENT**



Both parties shall have Full Economic Recourse for the Health and Welfare re-openers for years two and three of the Collective Bargaining Agreement.

The Company will no longer be responsible for the premium associated with early retirement coverage.

Section 2: If a bargaining unit employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If a bargaining unit employee is injured on the job, the Company shall be required to pay the contributions until such time as the bargaining unit employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If a bargaining unit employee is granted a leave of absence, the Company shall collect from said bargaining unit 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.

Section 3: Contributions to the Health and Welfare Fund must be made for each week on each regular or extra bargaining unit employee, even though the bargaining unit employee may work only part-time under the provisions of this Agreement, including weeks where work is performed for the Company but not under the provisions of this Agreement and although contributions may be made for those weeks into some other Health and Welfare Fund. Bargaining unit 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.

Section 4: 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 fees and cost of collections.

**ARTICLE 13**  
**PENSION FUND**

Section 1: During the term of this Agreement, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund ("Central States Plan") for each week that each full-time non-probationary bargaining unit employee received pay in that week (but not for part-time employees) the following amounts:

- (a) For the period commencing February 1, 2014 and ending January 31, 2015 -- \$107.00 per week;
- (b) For the period commencing February 1, 2015 and ending January 31, 2016 -- \$113.80 per week;
- (c) For the period commencing February 1, 2016 and ending January 31, 2017 -- \$118.40 per week.

Section 2: The Central States Plan shall be the only pension plan under this Agreement for operations under this Agreement or for operations under the Southeast and Southwest Agreements to which Company's who are a party to this Agreement are also parties.

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**AGREEMENT**

**Section 3:** If a bargaining unit employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If a bargaining unit employee is injured on the job, the Company shall continue to pay the required contributions until such bargaining unit employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If a bargaining unit employee is granted a leave of absence, the Company shall collect from said bargaining unit employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period.

**Section 4:** Contributions to the Pension Fund must be made for each week for each full-time bargaining unit employee (but not for part-time employees), including weeks where work is performed for the Company but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund.

**Section 5:** Action for delinquent contributions may be instituted by either the Local Union, the Area Conference or the Trustees, seven (7) days after certified notice. Companies who are delinquent must also pay all attorneys' fees and costs of collections.

**Section 6:** In the event that an individual employed on a part-time basis works 1,000 hours or more in a 12 month period, he will be considered a regular bargaining unit employee for purpose of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years) will require contributions to Central States Pension Fund in the same manner and amount as required by this Agreement for Full time bargaining unit members.

#### **ARTICLE 14** **UNAUTHORIZED ACTIVITY CLAUSE**

**Section 1:** It is further mutually agreed that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon each Company a written notice, which notice will list the Union's authorized representatives who will deal with the Company, make commitments for the Union generally, and in particular have the sole authority to act for the Union in calling or instituting strikes or any stoppages of work, and the Union shall not be liable for any activities unless so authorized. It is further agreed that in all cases of an unauthorized strike, slowdown, walk-out, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such bargaining unit employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Company during the first twenty-four (24) hour period of such unauthorized stoppage of work shall have the sole and complete right of reasonable discipline short of discharge, and such bargaining unit employees shall not be entitled to or have any recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of such stoppage, and if such stoppage continues, however, the Company shall have the sole and complete right to immediately discharge any bargaining unit employee participating in any unauthorized strike, slowdown,

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ARTICLES OF AGREEMENT  
BETWEEN  
CARVER LUMBER COMPANY  
PRODUCTION & MAINTENANCE  
AND  
TEAMSTERS LOCAL UNION NO. 627  
EFFECTIVE  
FEBRUARY 1, 2014- JANUARY 31, 2017

**RECEIVED**

NOV 19 2014

**CONTRACT  
DEPARTMENT**

AND  
CARVER LUMBER

THIS AGREEMENT made and entered into this February 1, 2014, by and between CARVER LUMBER COMPANY (COMPANY) and TEAMSTERS & CHAUFFEURS LOCAL UNION NO. 627 (UNION), affiliated with the International Brotherhood of Teamsters.

ARTICLE 1  
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 bargaining unit employees of the company as herein defined.

Section 2: The term "bargaining unit employee" as used in this Agreement shall be defined as full-time and part-time Drivers on Material Trucks, Drivers on Lumber Trucks, or any vehicle used for transportation of building material, Yard and Warehousemen.

Section 3: The Company will neither negotiate nor make collective bargaining agreements for any of its defined bargaining unit 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 group or labor organization, for the purpose of undermining the Union; Neither the Company nor the Union will interfere with, restrain, coerce, or discriminate against any bargaining unit employees in connection with their membership in the Union.

Section 5: The Union recognizes, for the purpose of this Agreement, each member of the bargaining group, as separate entities and shall apply the conditions of the Agreement accordingly.

Section 6: The Company, at its discretion, may designate a bargaining unit employee to be a "Lead Worker", who may perform any and all duties of regular bargaining unit employees. In addition, a "Lead Worker" is responsible for directing, at management's discretion, the activities of various other bargaining unit employees, so long as those activities are not in violation of this collective Bargaining Agreement. A Lead Worker shall have no authority to hire, fire, discipline or recommend discipline against any bargaining unit employees, but has the responsibility to keep management informed regarding the performance of bargaining unit employees operating at his/her direction. The Lead Worker(s) wage shall be paid at a rate no less than two-dollars (\$2.00) above the highest paid rate for non-lead bargaining unit employee under this Agreement. Management may, at its discretion, establish a wage and/or bonus in excess of the stated minimum rate with the understanding that said rate is subject to increase or decrease by the Company as management sees fit. It is further understood that "Maintenance of Standards" (Article 10) shall not apply to wages, bonuses or conditions set forth for Lead Workers, so long as those wages and conditions do not fall below the minimums stated in this Agreement.

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**CONTRACT  
DEPARTMENT**

shall be required to pay the contributions until such time as the bargaining unit employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If a bargaining unit employee is granted a leave of absence, the Company shall collect from said bargaining unit 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.

**Section 3:** Contributions to the Health and Welfare Fund must be made for each week on each regular or extra bargaining unit employee, even though the bargaining unit employee may work only part-time under the provisions of this Agreement, including weeks where work is performed for the Company but not under the provisions of this Agreement and although contributions may be made for those weeks into some other Health and Welfare Fund. Bargaining unit 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.

**Section 4:** 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 fees and cost of collections.

### **ARTICLE 13** **PENSION FUND**

**Section 1:** During the term of this Agreement, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund ("Central States Plan") for each week that each full-time non-probationary bargaining unit employee received pay in that week (but not for part-time employees) the following amounts:

- (a) For the period commencing **February 1, 2014** and ending **January 31, 2015** -- \$107.40 per week;
- (b) For the period commencing **February 1, 2015** and ending **January 31, 2016** -- \$113.80 per week;
- (c) For the period commencing **February 1, 2016** and ending **January 31, 2017** -- \$118.40 per week.

**Section 2:** The Central States Plan shall be the only pension plan under this Agreement for operations under this Agreement or for operations under the Southeast and Southwest Agreements to which Company's who are a party to this Agreement are also parties.

**Section 3:** If a bargaining unit employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If a bargaining unit employee is injured on the job, the Company shall continue to pay the required contributions until such bargaining unit employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If a bargaining unit employee is granted a leave of absence, the Company shall collect from said bargaining unit employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the

period.

Section 4: Contributions to the Pension Fund must be made for each week for each full-time bargaining unit employee (but not for part-time employees), including weeks where work is performed for the Company but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund.

Section 5: Action for delinquent contributions may be instituted by either the Local Union, the Area Conference or the Trustees, seven (7) days after certified notice. Companies who are delinquent must also pay all attorneys' fees and costs of collections.

Section 6: In the event that an individual employed on a part-time basis works 1,000 hours or more in a 12 month period, he will be considered a regular bargaining unit employee for purpose of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years) will require contributions to Central States Pension Fund in the same manner and amount as required by this Agreement for Full time bargaining unit members.

#### ARTICLE 14

##### UNAUTHORIZED ACTIVITY CLAUSE

Section 1: It is further mutually agreed that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon each Company a written notice, which notice will list the Union's authorized representatives who will deal with the Company, make commitments for the Union generally, and in particular have the sole authority to act for the Union in calling or instituting strikes or any stoppages of work, and the Union shall not be liable for any activities unless so authorized. It is further agreed that in all cases of an unauthorized strike, slowdown, walk-out, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such bargaining unit employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Company during the first twenty-four (24) hour period of such unauthorized stoppage of work shall have the sole and complete right of reasonable discipline short of discharge, and such bargaining unit employees shall not be entitled to or have any recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of such stoppage, and if such stoppage continues, however, the Company shall have the sole and complete right to immediately discharge any bargaining unit employee participating in any unauthorized strike, slowdown, walk-out or any other cessation of work and such bargaining unit employees shall not be entitled to or have any recourse to any other provision of the Agreement.

#### ARTICLE 15

##### SEPARABILITY AND SAVINGS CLAUSE

Section 1: If any Article or Section of this Agreement or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article

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ARTICLES OF AGREEMENT

BETWEEN

CARVER LUMBER COMPANY

TREMONT DIVISION

AND

TEAMSTERS LOCAL UNION NO. 627

EFFECTIVE

FEBRUARY 1, 2014- JANUARY 31, 2017

**RECEIVED**

NOV 19 2014

CONTRACT  
DEPARTMENT

TEAMSTERS & CHAUFFEURS LOCAL UNION NO. 627  
AND  
CARVER LUMBER

THIS AGREEMENT made and entered into this February 1, 2014, by and between CARVER LUMBER COMPANY (COMPANY) and TEAMSTERS & CHAUFFEURS LOCAL UNION NO. 627 (UNION), affiliated with the International Brotherhood of Teamsters.

ARTICLE 1  
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 bargaining unit employees of the company as herein defined.

Section 2: The term "bargaining unit employee" as used in this Agreement shall be defined as full-time and part-time Drivers on Material Trucks, Drivers on Lumber Trucks, or any vehicle used for transportation of building material, Yard and Warehousemen.

Section 3: The Company will neither negotiate nor make collective bargaining agreements for any of its defined bargaining unit 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 group or labor organization, for the purpose of undermining the Union; Neither the Company nor the Union will interfere with, restrain, coerce, or discriminate against any bargaining unit employees in connection with their membership in the Union.

Section 5: The Union recognizes, for the purpose of this Agreement, each member of the bargaining group, as separate entities and shall apply the conditions of the Agreement accordingly.

Section 6: The Company, at its discretion, may designate a bargaining unit employee to be a "Lead Worker", who may perform any and all duties of regular bargaining unit employees. In addition, a "Lead Worker" is responsible for directing, at management's discretion, the activities of various other bargaining unit employees, so long as those activities are not in violation of this collective Bargaining Agreement. A Lead Worker shall have no authority to hire, fire, discipline or recommend discipline against any bargaining unit employees, but has the responsibility to keep management informed regarding the performance of bargaining unit employees operating at his/her direction. The Lead Worker(s) wage shall be paid at a rate no less than two-dollars (\$2.00) above the highest paid rate for non-lead bargaining unit employee under this Agreement. Management may, at its discretion, establish a wage and/or bonus in excess of the stated minimum rate with the understanding that said rate is subject to increase or decrease by the Company as management sees fit. It is further understood that "Maintenance of Standards" (Article 10) shall not apply to wages, bonuses or conditions set forth for Lead Workers, so long as those wages and conditions do not fall below the minimums stated in this Agreement.

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**CONTRACT  
DEPARTMENT**



early retirement coverage.

**Section 2:** If a bargaining unit employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If a bargaining unit employee is injured on the job, the Company shall be required to pay the contributions until such time as the bargaining unit employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If a bargaining unit employee is granted a leave of absence, the Company shall collect from said bargaining unit 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.

**Section 3:** Contributions to the Health and Welfare Fund must be made for each week on each regular or extra bargaining unit employee, even though the bargaining unit employee may work only part-time under the provisions of this Agreement, including weeks where work is performed for the Company but not under the provisions of this Agreement and although contributions may be made for those weeks into some other Health and Welfare Fund. Bargaining unit 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.

**Section 4:** 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 fees and cost of collections.

**ARTICLE 13**  
**PENSION FUND**

**Section 1:** During the term of this Agreement, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund ("Central States Plan") for each week that each full-time non-probationary bargaining unit employee received pay in that week (but not for part-time employees) the following amounts:

- (a) For the period commencing February 1, 2014 and ending January 31, 2015 -- \$107.00 per week;
- (b) For the period commencing February 1, 2015 and ending January 31, 2016 - \$113.80 per week;
- (c) For the period commencing February 1, 2016 and ending January 31, 2017-- \$118.40 per week.

**Section 2:** The Central States Plan shall be the only pension plan under this Agreement for operations under this Agreement or for operations under the Southeast and Southwest Agreements to which Company's who are a party to this Agreement are also parties.

**Section 3:** If a bargaining unit employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If a bargaining unit employee is injured on the job, the Company

shall continue to pay the required contributions until such bargaining unit employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If a bargaining unit employee is granted a leave of absence, the Company shall collect from said bargaining unit employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period.

**Section 4:** Contributions to the Pension Fund must be made for each week for each full-time bargaining unit employee (but not for part-time employees), including weeks where work is performed for the Company but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund.

**Section 5:** Action for delinquent contributions may be instituted by either the Local Union, the Area Conference or the Trustees, seven (7) days after certified notice. Companies who are delinquent must also pay all attorneys' fees and costs of collections.

**Section 6:** In the event that an individual employed on a part-time basis works 1,000 hours or more in a 12 month period, he will be considered a regular bargaining unit employee for purpose of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years) will require contributions to Central States Pension Fund in the same manner and amount as required by this Agreement for Full time bargaining unit members.

#### **ARTICLE 14** **UNAUTHORIZED ACTIVITY CLAUSE**

**Section 1:** It is further mutually agreed that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon each Company a written notice, which notice will list the Union's authorized representatives who will deal with the Company, make commitments for the Union generally, and in particular have the sole authority to act for the Union in calling or instituting strikes or any stoppages of work, and the Union shall not be liable for any activities unless so authorized. It is further agreed that in all cases of an unauthorized strike, slowdown, walk-out, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such bargaining unit employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Company during the first twenty-four (24) hour period of such unauthorized stoppage of work shall have the sole and complete right of reasonable discipline short of discharge, and such bargaining unit employees shall not be entitled to or have any recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of such stoppage, and if such stoppage continues, however, the Company shall have the sole and complete right to immediately discharge any bargaining unit employee participating in any unauthorized strike, slowdown, walk-out or any other cessation of work and such bargaining unit employees shall not be entitled to or have any recourse to any other provision of the Agreement.

THIS AGREEMENT ENTERED INTO BY AND BETWEEN

CHAUFFEURS TEAMSTERS, WAREHOUSEMEN  
AND HELPERS LOCAL UNION NO. 135  
AFFILIATED WITH THE INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS

AND

CASH CONCRETE PRODUCTS

MARCH 30, 2013 TO MARCH 29, 2016

**RECEIVED**

MAY 10 2013

**CONTRACT  
DEPARTMENT**

## PREAMBLE

The Employer, **CASH CONCRETE PRODUCTS COMPANY**, hereinafter referred to as the "Company or Employer" and the **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 UNION SHOP

**Section 1.** A The Employer recognizes and acknowledges that the Union shall be the exclusive representative of all employees in the classifications of work covered by this Agreement for the purposes of collective bargaining as provided by the National Labor Relations Act.

(B) As a condition of continued employment, all persons who are hereafter employed by the Employer in the unit subject to this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment or the effective date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit of employees who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of periodic dues to the Union, and the continued employment of the 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 not later than the thirty-first (31st) day following the execution of this Agreement. No requirements for maintenance of membership in good standing beyond those provided for in the Labor Management Relations Act of 1947, as amended, shall be required by the Union.

(C) The failure of any person to become a member of the Union at such required time shall obligate the Employer, upon receipt via registered mail of written notice from the Union to such effect, and to the further effect that Union membership was available to such person within fifteen (15) days after receipt of such notice. Further, the failure of any person to maintain his Union membership in good standing, as required herein, shall upon

**ARTICLE 23**  
**PENSION PLAN**

**Section 1.** Exclusive of the employees mentioned in Article 6.3, the Employer agrees to contribute pension contributions from March 30, 2013 to March 29, 2016 for the Pension Plan.

Effective March 30, 2013, the contributions rate shall be One Hundred five Dollars and forty cents (\$105.40) per week.

Effective March 30, 2014, the contributions rate shall be One Hundred nine Dollars and sixty cents (\$109.60) per week.

Effective March 30, 2015, the contributions rate shall be One hundred fourteen Dollars (\$114.00) per week.

**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 Southeast and 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 Employer' Association which are parties hereto to enter into appropriate trust agreements necessary of 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 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. 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.** 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-driver compensation.

**Section 6.** 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 temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

**Section 7.** Contributions will be remitted to the Central States Pension Fund on behalf of all employees covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

## **ARTICLE 24**

### **UNAUTHORIZED ACTIVITY CLAUSE**

Section 1. It is further agreed that the Local Union will, within two (2) weeks of the date of signing of this Agreement, serve upon the employer a written notice, which notice will list the Union's authorized representative who will deal with the Employer, make commitments for the Union generally and, in particular, have the sole authority to act for the Union in calling or instituting strikes or any stoppages of work. The Union shall not be liable for any activities unless so authorized. It is further agreed that in all cases of an unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hour period of such

# LABOR AGREEMENT

Between

**CEMSTONE READY MIX**

New Richmond and  
River Falls, Wisconsin

and

**GENERAL TEAMSTERS UNION**

**LOCAL 662**

Eau Claire, Wisconsin

**RECEIVED**

SEP 10 2013

**CONTRACT  
DEPARTMENT**

For the Period

June 1, 2013 through May 31, 2018

Cemstone Ready-Mix  
New Richmond and River Falls, Wisconsin  
6-1-13 thru 5-31-18

## **AGREEMENT**

THIS AGREEMENT, made and entered into by and between CEMSTONE READY-MIX, New Richmond and River Falls, Wisconsin, party of the first part, hereinafter referred to as the "Employer" and GENERAL TEAMSTERS UNION, LOCAL 662, affiliated with the International Brotherhood of Teamsters, party of the second part, hereinafter referred to as the "Union".

### **ARTICLE 1** **INTENT AND PURPOSE**

It is the intent and purpose of the parties that this agreement shall serve to establish and promote better understanding, harmony and cooperation between the Union, the Employer and its employees; to improve and stabilize employment and the efficiency of production; to eliminate the cause of friction and misunderstanding; to provide prompt and fair disposition of complaints and grievances that may arise; and to set forth the agreement between the Employer and the Union covering wages, hours, and conditions of employment.

### **ARTICLE 2** **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 Employer as herein defined.

**Section 2.** The term "employee", as used in this Agreement, shall include all drivers, mechanics, batchman, and loader operator employed by the Employer.

**Section 3.** The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit



**ARTICLE 26**  
**JOB BIDDING**

Job vacancies and new positions created within the covered classifications shall be posted on the bulletin board for a period of five (5) days, setting forth generally the facts and conditions in respect to such job(s) and requesting bids therefore.

Any employee on the seniority list may bid for the open position and must make application in writing, which shall be filed with the Company.

The qualified employee with the most seniority applying for the vacancy shall be appointed the position. However, the Company may temporarily fill the vacancy until such appointment is made, but for no longer than seven (7) days, unless agreed to by the Company and the Local Union. If the most senior employee awarded the position is not an employee from the plant in which the vacancy occurred, said employee will be placed on the bottom of the seniority list for the plant in which the vacancy occurred.

The senior employee who bids on a job shall be given a forty-five (45) working day qualifying period. If the employee is incapable of performing the job at the end of the qualifying period, he/she shall be returned to his/her last job.

**ARTICLE 27**  
**PENSION PLAN**

Effective June 1, 2013, the Employer covered by this Agreement shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$258.50 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 contribution shall be increased to \$274.00 per week per employee. Effective June 1, 2015, the contribution shall be increased to \$290.40 per week per employee. Effective June 1, 2016, the contribution shall be increased to \$302.00 per week per employee. Effective June 1, 2017, the contribution shall be increased to \$314.10 per week per employee. The Plan Benefits will be those benefits provided under Schedule "B". The above mentioned rates are for employees hired prior to June 1, 2013.

New employees hired on or after 6/1/2013 shall have "daily" contributions submitted to Central States Pension Fund for each employee covered by this Agreement who has been on the Employer's payroll for thirty (30) or more days in the amounts as follows:

6/1/13	\$52.90/day
6/1/14	\$56.10/day
6/1/15	\$59.50/day
6/1/16	\$61.90/day
6/1/17	\$64.40/day

The above mentioned "daily" contribution rates shall be paid for each day the employee works or receives any compensation from the Employer.

By the execution of this Agreement, the Employer recognizes the Central States, Southeast and Southwest Areas Pension Fund as the pension fund, ratifying all actions already taken or to be taken by 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.

Action for delinquent contributions will be instituted by the Local Union and/or the Trustees of the Fund. Employers who are delinquent must also pay for all attorney fees and cost of collection.

## **ARTICLE 28** **HEALTH AND WELFARE**

**Section 1.** The employer agrees to cover all of his employees and their qualifying dependents under a group health plan known for convenience and identification purposes only as the Cemstone Products Health and Welfare Plan. Basic Plan description is attached to this agreement. The employer agrees to pay the employees monthly insurance premium for the

# LABOR AGREEMENT

Between

**CEMSTONE READY MIX**

**CRUSHING AND WASHING OPERATION**  
New Richmond, Wisconsin

and

**TEAMSTERS GENERAL UNION**  
**LOCAL 662**

Eau Claire, Wisconsin

**RECEIVED**  
**MAR 24 2011**  
**CONTRACT**  
**DEPARTMENT**

For the Period

March 1, 2011 through February 28, 2016

Cemstone Crushing & Washing Operation  
New Richmond, Wisconsin  
03-01-2011 thru 02-28-2016

CEIVE  
MAR 24 2011  
CONTRACT  
DEPARTMENT

**ARTICLE I**  
**AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between Cemstone Ready Mix, hereinafter referred to as the "Employer," and Teamsters Local Union 662, Eau Claire, Wisconsin, hereinafter referred to as the "Union."

**ARTICLE 2**  
**RECOGNITION**

Section 1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for employees in the following classifications certified as follows by the National Labor Relations Board in Case No.: 15-RC-17050: "All full-time and regular part-time crushing and washing employees employed at the Employer's New Richmond, Wisconsin facility."

Section 2. The Employer agrees not to enter into any Agreement or contract, individually or collectively which any way conflicts with the terms and provisions of this Agreement.

**ARTICLE 3**  
**UNION SHOP**

All present and future employees covered under this Agreement are required to establish and maintain continuous good standing membership in the Union as a condition of continued employment on and after the 31st day following the

Section 2. If a holiday falls on a Saturday it shall be observed on Friday. If a holiday falls on a Sunday it shall be observed on a Monday. When Christmas Eve falls on a Friday the following Monday shall be a holiday and when Christmas falls on a Monday the preceding Friday shall be a holiday.

Section 3. An employee who is absent without pay on his/her full scheduled working day immediately preceding or following a holiday shall lose pay for that holiday unless the employee is unable to work on account of proven illness that prevents an employee from working a scheduled shift, insufficient hours under DOT regulations or the absence is agreed to by the Employer. An employee that is on layoff shall not qualify for Holiday Pay.

Section 4. Employees required to work on a holiday shall be paid double time for such work in addition to the holiday pay.

Section 5. In the event a holiday falls within an employee's vacation period of a week, the Company will pay five days of vacation plus the holiday.

### ARTICLE 30 PENSION

Section 1. The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who has been on the payroll for thirty (30) calendar days. A Contribution is due for any week in which the employee works or is compensated at the following rates:

Effective March 1, 2011	\$126.50 per week
Effective March 1, 2012	\$132.80 per week
Effective March 1, 2013	\$138.10 per week
Effective March 1, 2014	\$143.60 per week
Effective March 1, 2015	\$149.30 per week

Section 2. By execution of this Agreement the Employer recognizes the Central States, Southeast and Southwest Area Pension Fund as the pension fund for covered employees and accepts all obligations set out in the participation agreement.

Section 3. 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.

**WORKING AGREEMENT**

**BETWEEN**

**CEMSTONE PRODUCTS COMPANY**

**AND**

**TEAMSTERS LOCAL UNION NO. 120**

**AFFILIATED WITH THE**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**MAY 1, 2014 – APRIL 30, 2019**

## ARTICLES OF AGREEMENT

The undersigned **CEMSTONE PRODUCTS COMPANY**, hereinafter referred to as the Employer and **TEAMSTERS LOCAL UNION NO. 120**, affiliated with the International Brotherhood of Teamsters, Teamsters Joint Council 32, hereinafter referred to as the Union, agree to be bound by the terms and provisions covering wages and working conditions as specified in this Agreement.

### ARTICLE 1 RECOGNITION

Section 1. The Union shall be the sole representative of employees in those classifications covered by this Agreement in collective bargaining with the Employer. There shall be no discrimination against any employee because of Union affiliation.

Section 2. The Employer shall have the right to choose any person as a new employee. All employees now within the bargaining unit who have been employed for thirty (30) calendar days or more, and all other employees in the bargaining unit after thirty (30) calendar days of employment, shall become members of the Union and shall thereafter maintain membership in good standing as defined by the National Labor Relations Act as a condition of continued employment.

Section 3. Checkoff: Upon written authorization of the employee, the Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees and/or uniform assessments of the Local Union and agrees to remit all such deductions to the Local Union.

Section 4. The Employer recognizes the right of the Union to designate from among the employees of the establishment concerned a job steward or job committee to handle such Union business as may from time to time be delegated to the job steward or job committee by the Union Executive Board pertaining to employment relations at that establishment.

Section 5. Both parties agree not to enter into any agreement or contract, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

Section 6. In addition to the terms and conditions contained in the above-referenced Collective Bargaining Agreement between the Employer and the Union hereby further agree that:

**DRIVE Authorization and Deduction:** The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which an employee earned a wage. The Employer shall transmit to DRIVE on a monthly basis in one check for the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

**ARTICLE 13  
HEALTH AND WELFARE PLAN**

Bank hours on Health and Welfare will not exceed eight hundred (800) hours. The Employer will maintain the Health and Welfare for the duration of the Agreement. See attachment "A". Benefit levels shall remain the same as attachment A for the duration of the contract.

**ARTICLE 14  
PENSION PLAN**

The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund for the East and West drivers effective May 1, 2014, the sum of Fifty Six dollars and 10 cents (\$56.10), May 1, 2015, the sum of Fifty Nine dollars and 50 cents (\$59.50); May 1, 2016, the sum of Sixty One dollars and 90 cents (\$61.90); May 1, 2017, the sum of Sixty Four dollars and 40 cents (\$64.40); May 1, 2018, the sum of Sixty Seven dollars (\$67.00), per day for each East and West employee covered by this Agreement who has been on the payroll thirty (30) days or more.

The Company will pay pension contributions on Holidays and Vacation days.

By the execution of this Agreement, the Employer authorizes the Employer's Association, which is a 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.

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 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 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. 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 cost of collection.



It is agreed in the event an 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, the Local Union or Area Conference, after the proper official of the Local Union shall have given seventy-two (72) hour 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 in the event such action is taken, the Employer shall be responsible to the employees for losses resulting there from.

#### **ARTICLE 15 MINNESOTA TEAMSTERS 401 (K)**

The Company will implement the Minnesota Teamsters 401 (k) Plan and pay all related expenses.

The Employer will match employees contribution up to fifty cents (\$.50) per hour.

#### **ARTICLE 16 COST-OF-LIVING**

Cost of Living Article will be deferred for the duration of the contract.

Cost of Living formula = 1967 = 100 .3 point equals \$.01 Cost of Living Allowance.

#### **ARTICLE 17 SICK LEAVE**

Employees shall be granted two (2) days sick leave per contract year, payable on the first day of absence because of illness or injury off the job. Unused sick days shall be paid at the end of each contract year.

#### **ARTICLE 18 FUNERAL LEAVE**

An employee shall be granted three (3) days funeral leave, up to two (2) additional unpaid days off will be allowed if the funeral is more than 250 miles away. For the purpose of attending the funeral of employee's Spouse, Mother, Father, Brother, Sister, Children, current Father-in-Law and Mother-in-Law. Employee must notify the Company of their intention to use funeral leave as soon as possible. The compensated days must fall within the regularly scheduled workweek. An employee if scheduled to work within the period of the funeral leave, shall be granted paid funeral leave. In the event an employee is not scheduled to work within the period of the funeral leave, said employee will not be granted funeral leave pay.

**WORKING AGREEMENT**

**BETWEEN**

**CEMSTONE PRODUCTS COMPANY  
ELK RIVER**

**AND**

**TEAMSTERS LOCAL UNION NO. 120**

**AFFILIATED WITH THE  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**July 1, 2010 through June 30, 2015**

**RECEIVED**

**MAR 09 2011**

**CONTRACT  
DEPARTMENT**

## ARTICLES OF AGREEMENT

The undersigned **CEMSTONE PRODUCTS COMPANY – ELK RIVER**, hereinafter referred to as the Employer and **TEAMSTERS LOCAL UNION NO. 120**, affiliated with the International Brotherhood of Teamsters, Teamsters Joint Council 32, hereinafter referred to as the Union, agree to be bound by the terms and provisions covering wages and working conditions as specified in this Agreement.

### ARTICLE 1 RECOGNITION

Section 1: The Union shall be the sole representative of employees in those classifications covered by this Agreement in collective bargaining with the Employer. The bargaining unit includes all full-time and regular part-time drivers employed at the Cemstone Elk River facility.. There shall be no discrimination against any employee because of Union affiliation.

Section 2: The Employer shall have the right to choose any person as a new employee. All employees now within the bargaining unit who have been employed for thirty (30) calendar days or more, and all other employees in the bargaining unit after thirty (30) calendar days of employment, shall become members of the Union and shall thereafter maintain membership in good standing as defined by the National Labor Relations Act as a condition of continued employment.

Section 3: Check-off: Upon written authorization of the employee, the Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees and/or uniform assessments of the Local Union and agrees to remit all such deductions to the Local Union.

Section 4: The Employer recognizes the right of the Union to designate from among the employees of the establishment concerned a job steward or job committee to handle such Union business as may from time to time be delegated to the job steward or job committee by the Union Executive Board pertaining to employment relations at that establishment.

Section 5: Both parties agree not to enter into any agreement or contract, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

Section 6: In addition to the terms and conditions contained in the above-referenced Collective Bargaining Agreement between the Employer and the Union hereby further agree that:

DRIVE Authorization and Deduction: The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which an employee earned a wage. The Employer shall transmit to DRIVE on a monthly basis in one check for the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

suffered serious injury or illness during the year. Employees will not be required to take examinations during their working hours.

The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union expense.

In the event of disagreement between the doctor selected by the Employer and the doctor selected by the Union, The Employer and the Union doctors shall together select a third a third doctor within thirty days, whose opinions shall be final.

Section 2: Should the Employer find it necessary to require employees to carry or record full personal identification, such requirements shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

### **ARTICLE 13 HEALTH AND WELFARE PLAN**

Maintain current Plan with modifications. Bank hours on Health and Welfare will not exceed eight hundred (800) hours. The Employer will maintain the Health and Welfare for the duration of The Agreement. See Attachment "A".

### **ARTICLE 14 PENSION PLAN**

The Employer shall contribute to the Central States, Southwest and Southwest Areas Pension Fund for the drivers effective July 1, 2010 the sum of Eighteen Dollars and Fifty Cents (\$18.50) per day for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. The contribution shall increase to Twenty Dollars (\$20.00) on July 1, 2011 per day; Twenty One Dollars and Sixty Cents (\$21.60) on July 1, 2012 per day; Twenty Two Dollars and Ninety Cents (\$22.90) in July 1, 2013 per day; and Twenty Four Dollars and Thirty Cents (24.30) on July 1, 2014 per day.

By the execution of this Agreement, the Employer authorizes the Employer's Association, which is a 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 waving all notice thereof and ratifying all actions already 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 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; 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 to the Pension Fund during the period of absence.

There shall be no deduction from equipment rental of owner-operators by virtue of the contribution 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 contribution 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 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 temporary 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. Employees who are delinquent must also pay all attorney's fees and cost of collections.

It is agreed in the event an 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, the Local Union or Area Conference, after the proper official of the Local Union shall have given seventy-two (72) hour 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 in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

#### **ARTICLE 15 MINNESOTA TEAMSTERS 401(K)**

The company will implement the Minnesota Teamsters 401(K) Plan and pay all related expenses.

Employer contribution of \$.50 per hours paid  
Employer match of employee's contribution of up to an additional \$.50 per hour.

#### **ARTICLE 16 SICK LEAVE**

Employees shall be granted one (1) day sick leave per contract year, payable when if on call out and inpatient at hospital. Can accumulate up to five (5) days not payable at time of termination of employment.

#### **ARTICLE 17 FUNERAL LEAVE**

In the event of a death in the immediate family (mother, father, spouse, son, daughter, brother, sister and current mother-in-law and father-in-law) and official verification thereof, a regular employee shall be entitled to up to two days paid leave to attend the funeral. The compensable days must fall with the employee's regularly scheduled work week.

**WORKING AGREEMENT**

**BETWEEN**

**CEMSTONE PRODUCTS COMPANY  
COLUMBUS TOWNSHIP**

**AND**

**TEAMSTERS LOCAL UNION NO. 120**

**AFFILIATED WITH THE  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS**

**July 1, 2011 through July 31, 2015**

## ARTICLES OF AGREEMENT

The undersigned **CEMSTONE PRODUCTS COMPANY — Columbus Township**, hereinafter referred to as the Employer and **TEAMSTERS LOCAL UNION NO. 120**, affiliated with the International Brotherhood of Teamsters, Teamsters Joint Council 32, hereinafter referred to as the Union, agree to be bound by the terms and provisions covering wages and working conditions as specified in this Agreement.

### ARTICLE 1 RECOGNITION

Section 1. The Union shall be the sole representative for employees in those classifications covered by this Agreement in collective bargaining with the Employer. The bargaining unit includes all full-time and regular part-time drivers employed at the Cemstone Columbus Township facility. There shall be no discrimination against any employee because of Union affiliation.

Section 2. The Employer shall have the right to choose any person as a new employee. All employees now within the bargaining unit who have been employed for thirty (30) calendar days or more, and all other employees in the bargaining unit after thirty (30)-calendar days of employment, shall become members of the Union and shall thereafter maintain membership in good standing as defined by the National Labor Relations Act as a condition of continued employment.

Section 3. Checkoff: Upon written authorization of the employee, the Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees and/or uniform assessments of the Local Union and agrees to remit all such deductions to the Local Union.

Section 4. The Employer recognizes the right of the Union to designate from among the employees of the establishment concerned a job steward or job committee to handle such Union business as may from time to time be delegated to the job steward or job committee by the Union Executive Board pertaining to employment relations at that establishment.

Section 5. Both parties agree not to enter into any agreement or contract, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

Section 6. In addition to the terms and conditions contained in the above-referenced Collective Bargaining Agreement between the Employer and the Union hereby further agree that:

**ARTICLE 12**  
**EXAMINATION AND IDENTIFICATION FEES**

Section 1. Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations once every two years. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations during work hours and if the Employer requires the examination. Where the time spent by the employee exceeds two (2) hours and in that case, only for those hours in excess of said two (2). Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1) year unless the employee has suffered serious injury or illness during the year. Employees will not be required to take examinations during their working hours.

The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense.

In the event of disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer and the Union doctors shall together select a third doctor within thirty (30) days, whose opinions shall be final.

Section 2. Should the Employer find it necessary to require employees to carry or record full personal identification, such requirements shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

**ARTICLE 13**  
**HEALTH AND WELFARE PLAN**

Maintain current Plan with modifications. Bank hours on Health and Welfare will not exceed six hundred (600) hours for the first year of the Agreement. The Employer will maintain the Health and Welfare for the duration of the Agreement. See attachment "A".

**ARTICLE 14**  
**PENSION PLAN**

The Employer shall contribute to the Central States, Southwest and Southwest areas Pension Fund for the drivers effective July 1, 2011 the sum of Twenty Dollars (\$20.00) per day for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. The contribution shall increase to Twenty One Dollars and Sixty Cents (\$21.60) on August 1, 2012 per day; Twenty



Two Dollars and Ninety Cents (\$22.90) on August 1, 2013 per day and Twenty Four Dollars and Thirty Cents (\$24.30) on August 1, 2014.

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; 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 to the Pension Fund during the period of the absence.

There shall be no deduction from equipment rental of owner-operators by virtue of the contribution 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 contribution 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 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 temporary 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. Employers who are delinquent must also pay all attorney's fees and cost of collections.

It is agreed in the event an 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, the Local Union or Area Conference, after the proper official of the Local Union shall have given seventy-two (72) hour 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 in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

#### **ARTICLE 15 SICK LEAVE**

Employees shall be granted one (1) day sick leave per contract year, payable when if on call out and inpatient at hospital. Can accumulate up to five (5) days not payable at time of termination of employment.

#### **ARTICLE 16**

## ARTICLES OF AGREEMENT

The undersigned **CEMSTONE PRODUCTS COMPANY/NORTH METRO**, hereinafter referred to as the Employer and **TEAMSTERS LOCAL UNION NO. 120**, affiliated with the International Brotherhood of Teamsters, Teamsters Joint Council 32, hereinafter referred to as the Union, agree to be bound by the terms and provisions covering wages and working conditions as specified in this Agreement.

### ARTICLE 1 RECOGNITION

Section 1. The Union shall be the sole representative of employees in those classifications covered by this Agreement in collective bargaining with the Employer. There shall be no discrimination against any employee because of Union affiliation.

Section 2. The Employer shall have the right to choose any person as a new employee. All employees now within the bargaining unit who have been employed for thirty (30) calendar days or more, and all other employees in the bargaining unit after thirty (30) calendar days of employment, shall become members of the Union and shall thereafter maintain membership in good standing as defined by the National Labor Relations Act as a condition of continued employment.

Section 3. Checkoff: Upon written authorization of the employee, the Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees and/or uniform assessments of the Local Union and agrees to remit all such deductions to the Local Union.

Section 4. The Employer recognizes the right of the Union to designate from among the employees of the establishment concerned a job steward or job committee to handle such Union business as may from time to time be delegated to the job steward or job committee by the Union Executive Board pertaining to employment relations at that establishment.

Section 5. Both parties agree not to enter into any agreement or contract, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

### ARTICLE 2 ADJUSTMENT OF GRIEVANCES

Section 1. Any controversy arising over the interpretation of or the adherence to the terms and provisions of this Agreement shall be submitted in writing, in

**ARTICLE 13  
HEALTH AND WELFARE PLAN**

Bank hours on Health and Welfare will not exceed eight hundred (800) hours. The Employer will maintain the Health and Welfare Plan for the life of this agreement. The Company reserves the right to reopen the health and welfare plan design and the sharing of cost, effective for the 4<sup>th</sup> and 5<sup>th</sup> year of this contract. Should the company opt to reopen the health and welfare plan design, the North Metro Contract Members shall be represented at these negotiations.

**ARTICLE 14  
Health Reimbursement Arrangement**

Effective August 1, 2009, the Employer shall contribute weekly to the Minnesota Teamsters Health and Welfare Plan for a Health Reimbursement Arrangement (HRA) for each employee covered by this agreement who has been on the payroll 45 days per the following schedule:

June 1, 2011	\$20.00 per week worked to a maximum of \$1000 per year
June 1, 2012	\$30.00 per week worked to a maximum of \$1500 per year
June 1, 2013	\$40.00 per week worked to a maximum of \$2000 per year
June 1, 2014	\$40.00 per week worked to a maximum of \$2000 per year
June 1, 2015	\$40.00 per week worked to a maximum of \$2000 per year

**Article 15  
Pension Plan**

The Employer agrees to full maintenance of contributions for the life of this agreement and shall contribute to the Central States Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement

<u>Effective Date</u>	<u>Daily Payment</u>
June 1, 2011	\$41.60
June 1, 2012	\$44.50
June 1, 2013	\$47.60
June 1, 2014	\$50.50
June 1, 2015	\$53.00

By the execution of this Agreement, the Employer authorizes the Employer's Association, which is a 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.

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 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 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. 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 collections.

It is agreed in the event an 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, the Local Union and Area Conference, 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 in the event such action is taken, the Employer shall be responsible to the employees for losses resulting there from.

**ARTICLE 25  
DURATION**

This Agreement shall take effect as of June 1, 2011 and shall continue in effect until May 31, 2015, inclusive. This Agreement may be reopened as of June 1, 2015 for changes or modifications herein or termination hereof by either party giving sixty (60) days' advance written notice to the other of its intent to do so. If neither party reopens this contract as herein provided, it shall automatically be extended from year to year thereafter with like provisions for reopening as of the annual date of June 1.

**IN WITNESS WHEREOF**, the parties have hereto caused these presents to be duly executed this \_\_\_\_ day of \_\_\_\_\_, 2011.

**CEMSTONE PRODUCTS COMPANY**

Redacted by U.S. Treasury



**TEAMSTERS LOCAL UNION NO. 120**

Redacted by U.S. Treasury



**INTRODUCTION**

THIS AGREEMENT, signed this 7<sup>th</sup> day of April, 2013  
and effective the date of December 17, 2013 by and between

**Central Detroit Warehouse  
18765 Seaway Drive Melvindale MI 48122**

party of the first part (the Employer), and Teamsters Local 337, affiliated with the International Brotherhood of Teamsters, located at 2801 Trumbull Avenue, Detroit, Michigan, party of the second part (the Union).

WHEREAS: both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer, and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties.

WITNESSETH:

**ARTICLE I  
RECOGNITION, UNION SHOP AND DUES**

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 and listed in the attached Schedule "A".

The terms of this Agreement will apply to all employees in the classifications of work set forth and will cover all accretions to or relocations of bargaining unit operations. Other newly established or acquired operations of the Employer will be covered by this Agreement at such time as a majority of employees in a bargaining unit designate, as evidenced through a card check, the Union as their bargaining representative.

**RECEIVED**

OCT 31 2014

**CONTRACT  
DEPARTMENT**

ARTICLE XIV  
MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions will be maintained at not less than the highest minimum standards in effect on the effective date of this Agreement, and that conditions of employment will be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Section will not apply to inadvertent or bona-fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

ARTICLE XV  
GENERAL

Section 1. The Employer agrees that it will allow the proper accredited representatives of the Union access to the plant or warehouse at any time for the purpose of policing the terms and conditions of this Agreement.

Section 2. The Union will have the right to examine time sheets and any other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance.

Section 3. The Employer and the Union agree not to discriminate against any individual with respect to his hiring, compensation, terms or conditions of employment because of such individuals race, color, religion, sex, or national origin, nor will they limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities because of his race, color, religion, sex or national origin.

ARTICLE XVI  
HEALTH AND WELFARE AND PENSION

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund, for each employee covered by this Agreement who is on the regular seniority list, unless otherwise specified in Schedule "A" attached.

The Employees have the option to participate in Michigan Conference of Teamsters Welfare:

Plan 110, Package Plan SOA (JDR3B) with a \$25 weekly employee co-pay or  
Plan 758, Package Plan Key 1 (EDR3B) without weekly co-pay.

The weekly Employer contribution for Plan 110, Package Plan SOA:

\$367.65 per week	Effective 12/15/2013
\$405.05 per week	Effective 3/30/2014
\$429.45 per week	Effective 3/29/2015
\$448.45 per week	Effective 4/03/2016
M.O.B.	Effective 4/02/2017
M.O.B.	Effective 4/01/2018

The weekly Employer contribution for Plan 758, Package Plan Key 1:

\$356.40 per week	Effective 12/15/2013
\$382.35 per week	Effective 3/30/2014
\$402.95 per week	Effective 3/29/2015
\$420.10 per week	Effective 4/03/2016
M.O.B.	Effective 4/02/2017
M.O.B.	Effective 4/01/2018

All payments into the Welfare Fund must be made within 15 days from the end of each calendar month to Chase which bank has been made depository for the Michigan Conference of Teamsters Welfare Fund.

Additionally, the Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who have completed ninety (90) probationary period and are on the regular seniority list unless otherwise specified in Schedule "A" attached, a weekly contribution of:

\$256.10 per week	Effective 12/17/2013
\$271.47 per week	Effective 5/01/2014
\$287.76 per week	Effective 5/01/2015
\$305.03 per week	Effective 5/01/2016
\$317.23 per week	Effective 5/01/2017
\$329.92 per week	Effective 5/01/2018



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:

**Mellon Bank Central States Funds Dept. 10291 Palatine IL 60055-0291**

Contributions to the Health and Welfare Fund and to the 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 and weeks where work is performed for the Employer but not under provisions of this Contract; and although contributions may be made for those weeks into some other Health and Welfare Fund and/or Pension Fund.

Employees who work either temporarily or in cases of emergency under the terms of this Contract will not be covered by the provisions of this Article.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer will continue to make the required contributions to the Health and Welfare Fund and Pension Fund for a period of four (4) weeks. If an employee is injured on the job, the Employer will continue to pay the required contributions until such employee returns to work; however, such contributions will not be paid for a period of more than six (6) months.

If an employee is granted a leave of absence, the Employer will 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.

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 Health and Welfare and/or Pension Funds, in accordance with the rules and regulations of the Trustees of such Funds and after the proper official of the Local Union will have given seventy-two (72) hours' notice to the Employer of such delinquency in the Health and Welfare and Pension Fund payments, the Union will have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer will be responsible to the employees for losses resulting.

It is agreed that the Welfare Fund and the Pension Fund will be separately administered each jointly by Employer and Union in compliance with all applicable laws and regulations, both State and Federal.

By the execution of this Agreement, the Employer authorizes the Employers Associations who are signatories to collective bargaining agreements with Teamster Unions containing similar provisions, 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 already taken or to be taken by such Trustees within the scope of their authority.

ARTICLE XVII  
PAID FOR TIME

All employees covered by this Agreement will be paid for all time spent on the job. Rates of pay provided by this Agreement will be minimums, except that overscale wage rates may be established or maintained only by mutual agreement of both parties hereto where not already protected by Article 14. Time will be computed from the time that the employee is ordered to report for work and registers in, until the time he is effectively released from duty. All time lost due to delays as a result of overloads or certificated violations involving federal, state, or city regulations, which occur through no fault of the driver, will be paid. Such payment for driver's time when not driving will be at the hourly rate.

If not put to work, employees will be guaranteed four (4) hours' pay at the rate specified in this Agreement.

ARTICLE XVIII  
PAY PERIOD

All regular employees covered by this Agreement will be paid in full each week. All other employees will be paid at the end of their working period. Not more than seven (7) days will be held from a regular employee.

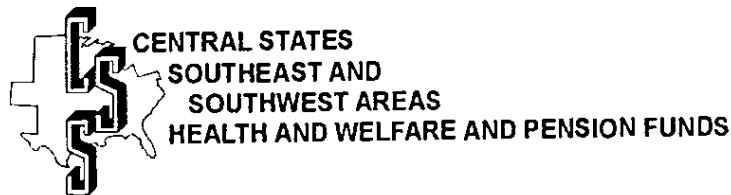
The Union and Employer may by mutual agreement, provide for semi-monthly pay periods. Each employee will be provided with an itemized statement of his earnings and all deductions made for any purpose, upon request of individual employees or Union representatives.

ARTICLE XIX  
BONDS

# **AGREEMENT**

**- BETWEEN -**

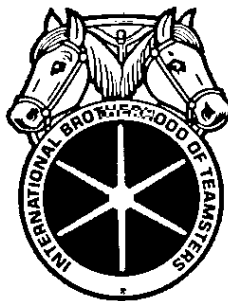
## **CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS, HEALTH AND WELFARE AND PENSION FUNDS**



---

**- and -**

**HEALTH CARE, PROFESSIONAL, TECHNICAL,  
OFFICE, WAREHOUSE AND MAIL ORDER  
EMPLOYEES UNION,  
Affiliated with the  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**



**Teamsters Local No. 743  
4620 S. Tripp Ave.  
Chicago, Illinois 60632  
Ph: 773-254-7460**

**April 1, 2012 – March 31, 2018**

**RECEIVED**

**MAY 24 2013**

**CONTRACT  
DEPARTMENT**

COLLECTIVE BARGAINING AGREEMENT WITH  
CENTRAL STATES,  
SOUTHEAST AND SOUTHWEST AREAS,  
HEALTH AND WELFARE AND PENSION FUNDS

This Agreement between Central States, Southeast and Southwest Areas, Health and Welfare and Pension Funds, hereinafter referred to as the "Employer," and Health Care, Professional, Technical, Office, Warehouse and Mail Order Employees Union, Local 743, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union" is effective as of April 1, 2012. The male pronoun shall be used herein to refer to both male and female.

WHEREAS, the Employer and the Union desire to establish and regulate the standards of hours of labor, rates of pay, and all other terms and conditions of employment under which the employees covered by this Agreement shall work for the Employer; and

WHEREAS, the Employer and the Union desire to establish, maintain, and regulate the mutual relations between the Employer on the one hand and the employees covered by this Agreement and Union, on the other hand, with a view toward facilitating the peaceful adjustment of differences that may arise from time to time and to promote harmony and efficiency;

WHEREAS, the parties recognize that employees should perform a fair day's work for a fair day's pay;

NOW, THEREFORE, it is hereby mutually agreed by and between the Employer and the Union as follows:

#### 19.4 Attendance Bonus

An employee shall receive a bonus in the amount of \$500.00 if they use four and one-half (4.5) PTO days or less, in any calendar year, payable on the first pay day following January 15 of the subsequent year.

In addition to the \$500.00 bonus, employees who do not use any PTO hours during a calendar year, shall receive fourteen (14) hours of additional pay, payable the first regular pay day after January 15 of the subsequent year, provided the employee has been employed during the entire calendar year.

Employees who use thirty-one and one-half (31.5) PTO hours or less during a calendar year shall receive seven (7) hours of additional pay, payable the first regular pay day after January 15 of the subsequent calendar year, provided the employee has been employed during the entire calendar year.

#### 19.5 Pay for Unused Paid Time Off upon termination/Reimbursement Required for PTO Used but not Earned

Employee's final pay is to reflect actual earned PTO pay at time of termination; monies paid (time taken) in advance shall be deducted from final payment. Employees shall be responsible for any monies due, and arrangements to pay back these monies are to be made at time of termination.

#### 19.6 Paid Holidays which Fall on Saturday or Sunday

A holiday falling on a Saturday shall be celebrated on the preceding Friday. A holiday falling on a Sunday shall be celebrated on the following Monday.

#### 19.7 Eligibility for Holiday Pay

Employees scheduled to work but failing to report for work on any Authorized Holiday shall receive no holiday pay except when the employee is unable to work because of illness or another emergency which can be documented. To be eligible for holiday pay, the employee must be actively employed, must have completed his probationary period as of the date of the holiday, and must have worked within the thirty (30) days prior to or after the holiday.

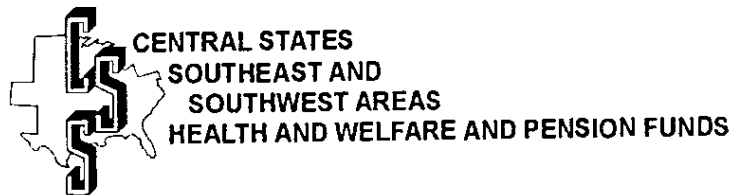
### **Section 20. Health and Welfare — Pension**

The Employer agrees to make additional contributions such that the highest published group plans, currently Health and Welfare C6 (National Master Freight) and Pension Plan (18+), are maintained.

# **AGREEMENT**

**- BETWEEN -**

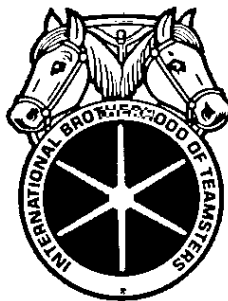
**CENTRAL STATES, SOUTHEAST AND SOUTHWEST  
AREAS, HEALTH AND  
WELFARE AND PENSION FUNDS**



---

**- and -**

**HEALTH CARE, PROFESSIONAL, TECHNICAL,  
OFFICE, WAREHOUSE AND MAIL ORDER  
EMPLOYEES UNION,  
Affiliated with the  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**



**Teamsters Local No. 743  
4620 S. Tripp Ave.  
Chicago, Illinois 60632  
Ph: 773-254-7460**

**April 1, 2012 – March 31, 2018**

**RECEIVED**

**MAY 24 2013**

**CONTRACT  
DEPARTMENT**

COLLECTIVE BARGAINING AGREEMENT WITH  
CENTRAL STATES,  
SOUTHEAST AND SOUTHWEST AREAS,  
HEALTH AND WELFARE AND PENSION FUNDS

This Agreement between Central States, Southeast and Southwest Areas, Health and Welfare and Pension Funds, hereinafter referred to as the "Employer," and Health Care, Professional, Technical, Office, Warehouse and Mail Order Employees Union, Local 743, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union" is effective as of April 1, 2012. The male pronoun shall be used herein to refer to both male and female.

WHEREAS, the Employer and the Union desire to establish and regulate the standards of hours of labor, rates of pay, and all other terms and conditions of employment under which the employees covered by this Agreement shall work for the Employer; and

WHEREAS, the Employer and the Union desire to establish, maintain, and regulate the mutual relations between the Employer on the one hand and the employees covered by this Agreement and Union, on the other hand, with a view toward facilitating the peaceful adjustment of differences that may arise from time to time and to promote harmony and efficiency;

WHEREAS, the parties recognize that employees should perform a fair day's work for a fair day's pay;

NOW, THEREFORE, it is hereby mutually agreed by and between the Employer and the Union as follows:

#### 19.4 Attendance Bonus

An employee shall receive a bonus in the amount of \$500.00 if they use four and one-half (4.5) PTO days or less, in any calendar year, payable on the first pay day following January 15 of the subsequent year.

In addition to the \$500.00 bonus, employees who do not use any PTO hours during a calendar year, shall receive fourteen (14) hours of additional pay, payable the first regular pay day after January 15 of the subsequent year, provided the employee has been employed during the entire calendar year.

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### **Section 20. Health and Welfare — Pension**

The Employer agrees to make additional contributions such that the highest published group plans, currently Health and Welfare C6 (National Master Freight) and Pension Plan (18+), are maintained.



**AGREEMENT**

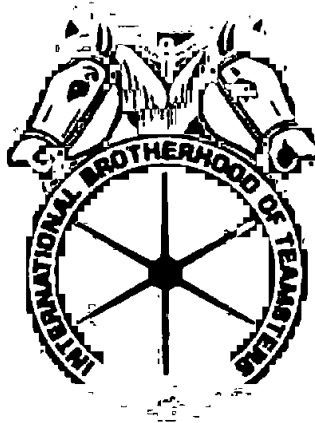
**BETWEEN**



**CENTRAL STORAGE & WAREHOUSE CO., INC.**

**AND**

**TEAMSTERS UNION LOCAL NO. 695**



**JUNE 1, 2014 — MAY 31, 2019**

**RECEIVED**

NOV 10 2014

CONTRACT  
DEPARTMENT

## AGREEMENT

THIS AGREEMENT is made and entered into this 5<sup>th</sup> day of November, 2014, to become effective June 1, 2014, by and between CENTRAL STORAGE & WAREHOUSE CO., INC. Madison, Wisconsin, hereinafter referred to as the "Employer", and DRIVERS, SALESMEN, WAREHOUSEMEN, MILK PROCESSORS, CANNERY, DAIRY EMPLOYEES AND HELPERS UNION LOCAL NO. 695 of Madison, Wisconsin, affiliated with the International Brotherhood of Teamsters, and members of the aforementioned Union, hereinafter referred to as the "Union".

### ARTICLE 1, INTENT AND PURPOSE - UNION ACTIVITIES

**Section 1.** It is hereby agreed by and between the Employer and the Union that the following rules and regulations are agreed to and shall govern the relations between the Employer, their successors, and the Union.

**Section 2.** The Employer recognizes and acknowledges that the Union is the exclusive representative of all employees in the classifications of work covered by this Agreement for the employees of the Employer employed at its facilities at Madison, Wisconsin, for the purpose of collective bargaining as provided for by the National Labor Relations Act and the Wisconsin Employment Relations Act. The classification of work covered by this Agreement shall include loading and unloading cars, trucks, cold and dry storage employees, general warehousemen and truck drivers.

**Section 3.** The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

**Section 4.** Whenever a personal pronoun is referred to in this Agreement, the intent is to apply to either sex.

### **Section 3. Workweek.**

- (a) Certain customers or seasonal demands may create a need for two (2) distinct workweeks. If said need arises, these separate workweeks shall be Monday through Friday and Tuesday through Saturday.
- (b) For the purpose of wages as explained in Section 2 of this Article (18), Monday is considered the sixth day of the regular workweek for those employees scheduled to work Tuesday through Saturday. Saturday remains the sixth day for the Monday through Friday schedule. The sixth day of any workweek shall be compensated at one and one-half (1-1/2) times the hourly rate. The seventh day of any workweek shall be compensated at two times (2x) the hourly rate.
- (c) Notification of starting or terminating the Tuesday through Saturday schedule rests with the Company. Said notification will be posted to affected employees one (1) weeks prior to the schedule change.

## **ARTICLE 19. SUCCESSOR**

**Section 1.** This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof is sold, leased, transferred or taken over by sale, lease, transfer, assignment, receivership or bankruptcy proceedings, such operations shall continue to be subject to the terms and conditions of this Agreement for the life thereof. It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Contract.

## **ARTICLE 20. PENSION**

**Section 1.** The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the following sums for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective June 1, 2014	\$213.00 per week
Effective June 1, 2015	\$225.80 per week
Effective June 1, 2016	\$234.80 per week
Effective June 1, 2017	\$244.80 per week
Effective June 1, 2018	\$254.00 per week

**Section 2.** With respect to part-time and/or casual employees, the parties agree that in the event that an individual employed on a part-time and/or casual basis works 1,000 hours or more in a twelve (12) month period, he will be considered a regular employee for purposes of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years), will require contributions to the Central States Pension Fund in the same manner and amount as required by this Contract for regular employees.

The parties agree that pension contributions will be remitted to the Central States Pension Fund on behalf of all regular employees after thirty (30) days on the Employer's payroll.

**Section 3.** 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.

**Section 4.** By the execution of this Agreement, the Employer authorizes the Employer's 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 5.** 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 maximum of four (4) weeks, including any periods for which short-term disability payments are received. 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 6.** 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 temporarily or in cases of emergency under the terms of this Contract shall not be covered by the provisions of this paragraph.

## **ARTICLE 21. FUNERAL LEAVE**

**Section 1.** In the event of a death in the family (father, mother, wife, husband, brother, sister, son, daughter, step family and spouse's father and mother) a regular employee shall be entitled to a maximum of three (3) paid days off to attend the funeral. The death of a son-in-law, daughter-in-law, grandparent or spouse's grandparent will entitle the employee to take off the day of the funeral. The compensable day or days must fall within the employee's regularly scheduled workweek.

## **ARTICLE 22. JURY DUTY AND SUBPOENAS**

**Section 1:** Employees may be subpoenaed for jury duty and the Employer and the Union encourage members to discharge their civic responsibility. An employee subpoenaed for jury duty must notify his supervisor as soon as possible and show the courts subpoena. The Employer will pay the employee the difference between the jury duty pay and his base hourly pay.

**Section 2.** If an employee is subpoenaed to testify in court or a judicial hearing in behalf of or for the best interest of the Company, he will be paid his base hourly pay minus any witness fees for the hours spent away from work.

AGREEMENT BY AND BETWEEN

CENTRAL SUPPLY COMPANY, INC.

(Hereinafter "Employer")

AND

TEAMSTERS LOCAL 414,

An Affiliate of the International

Brotherhood of Teamsters

(Hereinafter "Union")

Effective Dates: July 1, 2013 thru June 30, 2016

**RECEIVED**

JUL 22 2013:

CONTRACT  
DEPARTMENT

**AGREEMENT**

This Agreement is entered into the first day of July, 2013, between **CENTRAL SUPPLY COMPANY, INCORPORATED**, located at 701 East Wallace Street, Fort Wayne, Indiana (hereinafter referred to as the Company), and **TEAMSTERS LOCAL 414**, affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, or its successors (hereinafter referred to as the Union).

the vacation calendar and schedule said days.

C. Vacations shall not be cumulative and shall be forfeited if not taken during the vacation period unless otherwise agreed between the Company, the Union and the employees involved.

D. In the event that a holiday falls while an employee is on vacation, he shall receive his holiday pay in addition to his vacation pay.

E. Should any employee quit or be discharged after having become eligible for a vacation but before receiving it, he shall be paid the amount of vacation pay to which he is entitled.

F. Days of vacation in excess of ten (10) shall not be consecutive with such ten (10) days unless it is otherwise agreed between the individual involved and the Company, provided, however, that such additional vacation due an employee shall be taken within the calendar year following such individual's last vacation.

G. An employee absent from work for 3 consecutive days or more because of sickness or accident (Article 36) may convert said unused vacation days to the sickness or accident but only after those days are used in Article 36. Further the employee must inform the Employer that he wishes to convert said day or days no later than the day he returns to work.

### ARTICLE 33

#### PENSION

##### Section 1

For the period of July 1, 2013, through June 30, 2014, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred eleven dollars and eighty cents (\$111.80) per week for each employee covered by this Agreement. For the period of July 1, 2014 through June 30, 2015 the Company shall contribute one hundred sixteen dollars and thirty cents (\$116.30) per week for each employee covered by this Agreement. For the period of July 1, 2015 through June 30, 2016 the Company shall contribute one hundred twenty-one dollars and zero cents (\$121.00) per week for each employee covered by this Agreement.



## Section 2

By execution of this Agreement, the Company agrees to take all steps necessary for participation in such Fund in accordance with the Trust Agreement and the rules and regulations of the Trustees, 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

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

Contributions to the Pension Fund must be computed and paid as designated in the report and remittance form for the Central States, Southeast and Southwest Areas Fund. Contributions must be made on each regular employee, even though such employee may work only part time, under the provisions of this Agreement, including weeks in which no work is performed, unless such regular employee is laid off and given separation papers. This Agreement shall comply with all State and Federal laws.

Notwithstanding anything herein contained, it is agreed that in the event the Company is delinquent at the end of a period in the payment of its contributions to the Pension Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such Fund, 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 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 the losses resulting therefrom.

x  
2014 - 2019  
**AGREEMENT**  
between

**CENTRAL WAREHOUSE OPERATIONS, INC.**  
and  
**GENERAL TEAMSTERS LOCAL UNION NO. 406**  
affiliated with the  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN & HELPERS OF AMERICA**

CENTRAL WAREHOUSE OPERATIONS, INC.

**RECEIVED**

OCT 28 2014

CONTRACT  
DEPARTMENT

Saginaw & Midland, Michigan

October 1, 2014 to March 30, 2019

October 1, 2014 to March 30, 2019

## INTRODUCTION

THIS AGREEMENT, made and entered into, by and between **Central Warehouse Operations, Inc.**, located in Saginaw and Midland, Michigan, party of the first part, and hereinafter termed the Employer and **GENERAL TEAMSTERS LOCAL UNION NO. 406**, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at Saginaw, Michigan, party of the second part, hereinafter called the Union.

WHEREAS: Both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties;

WITNESSETH.

## ARTICLE 1

### RECOGNITION: UNION SHOP AND DUES

**Section 1. RECOGNITION:** (a) 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 and listed in Article 31.

(b) The Employer agrees to respect the jurisdictional rules of the Union and shall not 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.

(c) During periods of extreme absenteeism and during other emergency situations including rush loads or unloads, management shall have the right to assist employees in bargaining unit work provided this right shall not be used as a subterfuge to violate the provisions of this Agreement. Said emergency work shall not exceed two (2) hours per day.

(d) For purposes of this contract, bargaining unit work is specifically defined as riding forklift operation, clamp truck operation, straight truck driving, tractor trailer driving, the loading and unloading of trucks and use of electronic data collection systems (scanners) used in conjunction with warehouse management system. For the purposes of this contract order picking, staging, and internal product movement will be designated collective bargaining unit work when such activity requires the use of a riding fork lift.

Collective bargaining unit work will typically include at times cycle count inventory taking, inbound receiving reports, internal moves of customer product requiring use of riding fork lift, labeling, inbound receiving report completion and other paper work as typically required of fork lift operators and over the road drivers.

All other work is specifically defined as non-bargaining unit work. This work includes the use of walking pallet jacks, walkie stackers, lugging, picking and packing (pick and pack), over

**ARTICLE 16**  
**HEALTH AND WELFARE AND PENSION**

The Company will change insurance plans from the current Blue Cross Blue Shield Simply Blue PPO Gold 500 to Michigan Conference of Teamsters Welfare Fund (MCTWF) effective October 5, 2014; Benefit Package YNL-CNN-NNN (1032) and contribute for all employees on the seniority list per the MCTWF Participation Agreement which must be executed by all parties.

Employees will contribute, through payroll deduction the following premium shares.

Effective first week of MCTWF coverage: As soon as can be arranged between old carrier and MCTWF, BCBS has a 30 day cancellation policy; projected date is Sunday, October 5, 2014

Effective:	Projected Date				
	10/5/14	3/29/15	4/3/16	4/2/17	4/1/18
Employee only per pay period	\$ 12.00	\$ 15.00	\$ 18.00	\$ 21.00	\$ 24.00
Employee plus any children per pay period	\$ 84.00	\$ 96.00	\$108.00	\$120.00	\$132.00
Employee plus spouse per pay period	\$ 84.00	\$ 96.00	\$108.00	\$120.00	\$132.00
Family per pay period	\$110.00	\$125.00	\$140.00	\$155.00	\$170.00

The Employer shall provide for all employees, as of January 1, 2011 life insurance in the amount of \$20,000 for the employee and not less than \$3,000 for spouse and \$1,500 for each natural born or legally adopted child.

Additionally the Company shall provide for all employees short term disability insurance (26 weeks at \$175.00 per week - 1<sup>st</sup> day of accident, 8<sup>th</sup> day of illness). The provider of said insurances to be chosen solely by the Company and provider may from time to time change, coverage shall remain the same.

In compliance with the Uniformed Services Employment and Redeployment Rights Act, the Employer will contribute on behalf of an employee during the employee's absence from the job for the first four (4) weeks while on active military duty. Military duty is defined as service in the uniformed services, including the Armed Forces, Army National Guard and Air National Guard when engaged in active duty for training, inactive duty training, or full time National Guard duty, the Commissioned corps of the Public Health Service and any other category of persons designated by the United States President in time of war or national emergency.

The Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund until March 30, 2019. From that date, it will be a member of the Hybrid Plan of the Central States Funds: The payment shall be as follows:

Effective: 5/31/15 \$69.40 per week  
 Effective: 5/31/16 \$71.40 per week  
 Effective: 5/31/17 \$73.40 per week  
 Effective: 5/31/18 \$75.40 per week

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, Central States Funds, Dept. 10291, Palatine, IL 60055-0291, Account No. 7000, or such other depository as

may be designated.

Contributions to the Health and Welfare Fund and to the 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 and weeks where work is performed for the Employer but not under provisions of this Contract, and although contributions may be made for those weeks into some other Health and Welfare Fund and/or 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 article.

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 Health and Welfare Fund 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 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 and Pension Fund during the period of absence.

In those instances where the Employer is involved in an "owner-operators" arrangement, there shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare 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.

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 contributions to the Health and Welfare/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 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 payment is 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. Action for delinquent contributions may be instituted by either the Local Union, the Area Conference or the Trustees. Employers who are delinquent must pay all attorney's fees and cost of collections.

It is agreed that the Pension Fund will be separately administered each jointly by Employers and Union in compliance with all applicable laws and regulations, both State and Federal.

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 funds, and to designate the Employer Trustees under such Trust Agreements, hereby waiving all notice hereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

## ARTICLE 17

### PAID FOR TIME

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee registers in, until the time he is effectively released

COLLECTIVE BARGAINING AGREEMENT

between

CENTURY CEMENT COMPANY

and

TEAMSTERS LOCAL UNION No. 247  
an affiliate of the  
International Brotherhood of Teamsters

Effective June 1, 2011 through May 31, 2016

**RECEIVED**

OCT 07 2013

CONTRACT  
DEPARTMENT

## COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into as of the 1<sup>st</sup> day of June, 2011, by and between CENTURY CEMENT COMPANY, located at 12600 Sibley, Riverview, Michigan 48192, hereinafter called the "Employer", as party of the first part, and TEAMSTERS LOCAL UNION No. 247, an affiliate of the International Brotherhood of Teamsters, located at 2741 Trumbull Avenue, Detroit, Michigan 48216, hereinafter called the "Union", as party of the second part.

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 as to have as much continued employment for the Employer and workers as possible without interruption by strikes, lockouts, and other labor trouble.

Now, therefore, in consideration of the mutual promises hereinafter set forth, the Employer 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 contracted projects which the Employer, 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 Employer 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 employees performing the work within the classifications contained in this Agreement and within the State of Michigan.

(b) When the Employer needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union. The Employer shall not be required to request the Union for applicants prior to hiring additional help.

(c) All present and future employees covered by this Agreement shall, as a condition of continued employment by the Employer, become and remain members in good standing in the Union, to the extent of paying or tendering an initiation fee and periodic dues, uniformly required as a condition of membership in the Union, after the seventh (7<sup>th</sup>) day following the beginning of their employment with the Employer or the effective date of this Agreement, whichever is later.

1.

from working on account of bad weather. If he/she commences work they shall receive four (4) hours pay unless he/she is prevented from working on account of bad weather. If the employee works more than four (4) hours they shall receive eight (8) hours work or eight (8) hours pay, unless he is prevented from working on account of bad weather. This Section shall not apply to equipment rental.

(d) All employees driving Employer-owned equipment shall be paid for all time spent in the service of the Employer. Time shall be computed from the time the employee is ordered to report to work and registers in until the time he/she is released from work.

(e) Employees called to work at other than their normal starting time on any job shall be allowed sufficient time, without pay, to get to the job site.

(f) All employees covered by this Agreement shall be paid weekly on the job site. In case of a layoff, the employee may be paid on the job site at the time of layoff or paid by check mailed to the address furnished by the employee.

**ARTICLE 12  
HEALTH AND WELFARE AND PENSION**

(a) The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund (MCTWF) the weekly contribution, for the SOA Plan 110, shown below for each regularly employed owner-operator and each regularly employed Employer driver:

New SOA Plan 110	Tier 1	Tier 2	Tier 3	Tier 4
Effective Date	Employee Only	Employee Plus Any Children	Employee Plus Spouse	Family
9/8/13	\$186.25	\$320.15	\$373.75	\$454.05
3/30/14	\$206.65	\$356.80	\$416.95	\$507.00
3/29/15	\$218.25	\$376.00	\$439.15	\$533.80
4/3/16	\$237.45	\$398.45	\$462.85	\$559.45

A regularly employed Employer driver or regularly employed owner-operator is an employee who has worked thirty (30) working days for the Employer since their last date of hire. Contributions owed for each week of a month are due on or before the first (1st) day of the month to the J.P. Morgan Chase Bank, NA, which bank has been made depository for the Michigan Conference of Teamsters' Welfare Fund.

Contributions owed for each week of a month are due on or before the 1st day of that month (the "due date").

The Employer agrees to make up to an additional three (3) weeks of contributions for each regularly employed seniority driver for each Agreement year following the layoff of



employee must, however, commence making their contribution with the first (1<sup>st</sup>) week following their layoff and must remit such contributions to the appropriate fund. The Employer shall have no obligation for the collection of such contributions and the employee shall be responsible for making the contribution payments to the Employer.

(f) No leave of absence shall be granted by the Employer 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 pension fund during the period of absence.

(g) In those instances where the Employer 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 health and welfare fund and 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.

(h) In the case of owner-operators who are terminated by the Employer for lack of work and subsequently are re-employed by the same Employer, they shall not be required to re-establish 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 Employer. In the event such an owner-operator is offered employment by the Employer and fails to report to work they shall be required to re-establish their eligibility for pension and health and welfare payments.

(i) Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a monthly period in the payment of its contribution to the MCTWF and pension fund, 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 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 Employer and Union in compliance with all applicable laws and regulations, both state and federal.

#### ARTICLE 13 CREDIT UNION DEDUCTION AND DRIVE DEDUCTION

(a) The Employer will make weekly deductions from the pay of an employee who chooses to deposit money in the Teamsters Credit Union of Wayne and Oakland counties. The Employer agrees to send payroll deductions to the credit union on a regular weekly basis, provided the employee delivers written authorization to the Employer and the authorized deduction is an even dollar amount. Such payroll

## ROCK AND STONE QUARRY AGREEMENT NORTH

The undersigned, signer of this Agreement hereinafter referred to as the "Employer", party of the first part, and TEAMSTERS, CHAUFFEURS, AND HELPERS, LOCAL UNION NO. 627, affiliated with the International Brotherhood of Teamsters, Chauffeurs, and Helpers of America, party of the second part, hereinafter referred to as the "Union", agree to be bound by the following terms and provisions covering wages and working conditions.

### ARTICLE I UNION SHOP AND DUES

#### Section 1:

A. The Employers recognize and acknowledge that the Local 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 National Labor Relations Act.

B. All present employees who are members of the Local Union on the effective date of this subsection shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of this Local Union and all employees who are hired thereafter shall become and remain members in good standing of the Local Union as a condition of continued employment on and after the 31st day following the beginning of their employment or on or after the 31st day following the effective date of this subsection, whichever is the later.

C. When the Employer needs additional men he shall give the Local Union

4.30.08.CESSMON

*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.*

*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 contributions to the Health and Welfare Fund created under this contract, after the proper official of the Local Union has given seventy-two (72) hours notice to the Employer of such delinquency in Health and Welfare payments the employees or their representatives shall have the right to take such action as may be 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 as provided in No. 515 (Delinquent Contributions) of the Multi-Employer Pension Plan Amendments Act of 1980 (effective September 26, 1980).*

*Any Employer that disputes said delinquency must within forty-eight (48) hours of receipt of the Union's seventy-two (72) hour notice serve upon the Union Notice of Dispute of Delinquency whereupon the provisions of Article VII, become immediately effective and shall be utilized to resolve the dispute.*

ARTICLE XXI  
PENSION

*The Employer agrees to contribute to the Central States Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who has been on the payroll thirty (30) days or more effective March 1, 2011 the sum of \$54.40; effective March 1, 2012 the sum of \$58.80 and effective March 1, 2013 the sum of \$62.30 to the Southeast and Southwest Areas Pension Fund.*

*The Fund shall be the Central States Southeast and Southwest Areas Pension*

4.30.08.CESSMON

*Fund. There shall be no other pension fund 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 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 the 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 or layoff 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 three (3) 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.*

*Contributions to the Pension Fund must be made for each week on each regular employee, 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.*

*Action for collection of delinquent contributions for Health and Welfare and/or*

*Pension payments may be instituted by the Local Union, the Area Conference or the Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collection.*

ARTICLE XXII  
SHIFT DIFFERENTIALS

*It is agreed that there will be a five cent (\$.05) per hour differential added to the various classifications for all work performed on the second and third shifts.*

ARTICLE XXIII  
MANAGEMENT RIGHTS

*For purposes of clarifying the traditional and historical rolls of the parties to this Agreement, the Union agrees and recognizes the management of the Employer, assignment of work to be done and the direction of the working force, including the right to hire, suspend or discharge for proper cause, or to transfer, and to relieve employees from duty because of lack of work or for other legitimate reasons, or to determine work schedules, including the means and processes of manufacturing resulting from technological change and to make reasonable rules and regulations to be observed by its employees is vested exclusively in the Company, provided that this will not be used for purposes of discrimination against Union membership. It is further agreed that the above detailed enumeration shall in no way be deemed to exclude any other management prerogative that may not have been specifically enumerated. Management shall be permitted to continue past practices, which are in existence as of the date of the signing of this Agreement and may continue any new past practices as they may establish from time to time.*

4.30.08.CESSMON

*performance or raise safety concerns while on OMG Midwest premises, projects, or on OMG Midwest business. Any violation of this rule will be grounds for excluding a contractor, an employee of a contractor, or an individual furnished by a personnel agency from OMG Midwest's premises or projects.*

*State and Federal Laws and Regulations: To the extent that this policy is in conflict with state or federal law, the applicable state or federal law shall pre-empt this policy.*

#### ARTICLE XXVI

#### TERMINATION CLAUSE

*This Agreement shall be in full force and effect from March 1, 2011 to and including February 28, 2014, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served upon either party by the other at least sixty (60) days prior to February 28, 2014.*

*It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to March 1, 2014, or March 1st of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise and/or change terms and/or conditions of such Agreement.*

*Revisions agreed upon or ordered shall be effective as of March 1, 2011 or March 1st of any subsequent contract year. The respective parties shall be permitted all legal or economic recourse in support of their request for revisions if the parties fail to agree*

EMPLOYER

Champaign Asphalt Company, LLC  
Legal Name of Employer

1414 West Anthony Drive  
Address of Employer

URBANA, IL 61802  
City, State and Zip Code

217-356-7288  
Phone Number  
Redacted by U.S. Treasury  
[Redacted]  
Signature of Authorized Representative of Employer

Joseph F. Lamb - President 3/04/2011  
Date

MEMORANDUM OF UNDERSTANDING

AGC of Illinois and the Illinois Conference of Teamsters understand the grave implication associated with the unfunded liabilities of the Teamsters Central States Southeast and Southwest Pension Fund. While contractors are ultimately liable for any unfunded liabilities, pensions for retired drivers may also be at risk. Neither outcome is desired or acceptable.

It is therefore agreed to be in the mutual interest of both parties to work in concert to assure that contributions are properly paid into the Teamsters Central States Southeast and Southwest Areas Pension Fund, and the Trustees of said Fund to take into account the special circumstances and needs of construction employers and construction drivers in their efforts to eliminate current and insure against future unfunded liabilities.

Signed For:  
AGC  
Redacted by U.S. Treasury  
[Redacted]  
Executive Director

Signed For:  
Illinois Conference of Teamsters  
Redacted by U.S. Treasury  
[Redacted]  
President

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CONTRACT  
DEPARTMENT

**ILLINOIS HEAVY/HIGHWAY AGREEMENT**

**BETWEEN**

**CHAMPAIGN ASPHALT COMPANY, LLC**

**AND**

**CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN  
AND HELPERS LOCAL 135**

**COVERING CONSTRUCTION  
IN THE COUNTIES OF**

**CLARK, CRAWFORD, EDGAR, EDWARDS, LAWRENCE, RICHLAND AND  
WABASH.**

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**JUN 03 2013**

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DEPARTMENT**

**ORIGINAL**



## PREAMBLE.

CHAMPAIGN ASPHALT COMPANY, LLC, herein after referred to as the "Employer" 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

Section 1. 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.

## ARTICLE 2 SCOPE

Section 1. It is hereby understood and agreed that this Agreement shall cover construction work in the following counties comprising: Clark, Crawford, Edgar, Edwards, Lawrence, Richland, and Wabash.

Section 2. This Agreement covers all employees transporting materials and/or performing work in classifications covered in Article 8 upon construction sites. The Agreement also covers trucks delivering aggregate material to stockpile on construction sites or to temporary plants or locations, the purpose of which is to serve particular construction sites, and drivers on any other vehicles operated on construction projects when used to defeat the purpose of this Agreement. This Agreement excludes clerical employees, technical engineers, bookkeepers, superintendents, foremen, or other supervisory personnel; but such persons may be or become a member of the Local Union if such persons shall be acceptable to the said Union or International. Employers may discharge any employee for justifiable cause, subject to the grievance procedure, provided there shall be no discrimination on the part of the Employer against any employee, nor shall any such employee be discharged by reason of any Union activity not interfering with the proper performance of his work.

## ARTICLE 3 UNION SECURITY

Section 1. It is understood and agreed by and between the parties hereto that as a condition of continued employment and effective after the seventh day following the beginning of employment or the execution date of this Agreement, whichever is the later, all persons hereafter employed to work within the bargaining unit which is the subject of this Agreement, as well as all persons presently so working but who are not members of the Local Union shall become members of the Local Union. It is further understood and agreed that as a condition of continued employment all persons who are presently members in good standing of the Local Union or who hereafter become such shall be required to pay the periodic dues of the Local Union.

Section 2. The obligation of persons to become Union Members shall be construed to consist of their obligation to pay or offer to pay the applicable Union initiation fee and periodic dues. Their obligation to pay periodic dues shall not be construed so as to require such payment to more than one Local Union in any one month.

employees for losses resulting from such strikes and picketing activity, including wages for lost time; Health and Welfare and Pension contributions, etc.

**Section 7.** The Employer and Union recognize and accept their joint responsibility to comply with the health insurance continuation provisions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) and shall cooperate so all parties are in compliance.

**Section 8.** If an employee is covered under some other Teamster contract group insurance and becomes employed by an Employer of this Agreement, the Employer agrees to remit into such other plan if the employee desires and so notifies the Local Union and Employer.

## **ARTICLE 10 PENSION**

**Section 1.** Effective May 1, 2010 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Twenty-four Dollars and Eighty Cents (\$24.80) per day, for each employee covered by this Agreement who begins to work.

Effective May 1, 2011 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Twenty-six Dollars and Thirty Cents (\$26.30) per day, for each employee covered by this Agreement who begins to work.

Effective May 1, 2012 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Twenty-seven Dollars and Sixty Cents (\$27.60) per day, for each employee covered by this Agreement who begins to work.

Effective May 1, 2013 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Twenty-eight Dollars and Seventy Cents (\$28.70) per day, for each employee covered by this Agreement who begins to work.

**Section 2.** 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 the operation under the Southeast and Southwest Areas Agreement to which Employers who are party to this Agreement are also parties. By 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.

**Section 3.** 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 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. There shall be no deduction from equipment rental of Owner-Drivers 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 or Owner-Driver compensation.

**Section 4.** 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 Central Conference of Teamsters, after the President of the Local Union has given seventy-two (72) hour notice to the Employer of such delinquency in Pension payments, the Local Union 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.

**Section 5.** 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.

**Section 6.** If an employee is covered under some other Teamster Contract group pension plan and becomes employed by an Employer of this Agreement, the Employer agrees to remit into such other plan if the employee desires and so notifies the Local Union and Employer.

#### **ARTICLE 11** **BOND REQUIREMENTS**

**Section 1.** The Trustees of any employee benefits for which contributions are required hereunder may require for good cause that any particular Employer maintain during the term of this Agreement a surety bond in the amount of ten thousand dollars (\$10,000.00) to guarantee the payment of such contributions.

**Section 2.** In the event of failure, default or refusal of the Employer to meet his obligations to his employees or the Pension Fund and Welfare Fund, when due, the Union, aggrieved employees or the Trustees of the Pension Fund and Welfare Fund, may after written notice to the Employer, file claim to obtain payment, costs and reasonable attorney's fees therefrom of the applicable surety bond.

**Section 3.** Failure of an Employer to obtain and maintain an effective surety bond as required herein, or failure and default of an Employer of payment or obligations covered by this Agreement in excess of the amount of the surety bond may, at the option of the Union be declared by the Union a gross breach of this Agreement in consequence of which the Union shall have the right to resort to economic and other sanctions against said Employer.

#### **ARTICLE 12** **WORKING HOURS, OVERTIME, AND SHIFT WORK**

**Section 1.** Eight (8) hours shall constitute a day's work, with starting time designated by the Employer for all Teamsters on the job between the hours of 7:00 a.m. and 4:30 p.m., which may be changed by mutual agreement, with a scheduled lunch period of not less than one-half (1/2) hour between the 4<sup>th</sup> and 5<sup>th</sup> hours; if employees are directed to work during lunch period they shall be paid for that lunch period at the prevailing overtime rate; and forty (40) hours shall constitute a week's work, Monday through Friday. All work done after eight (8) hours per day or before the designated start time or after

**CHAMPAIGN ASPHALT COMPANY  
ACCOUNT NO.: 1454300-0206-135-A**

**LETTER OF UNDERSTANDING AND AGREEMENT**

Effective May 1, 2006, contributions will be remitted to the Central States Pension Fund on behalf of all employees covered by the collective bargaining agreement. Employees do not have the option of selecting whether to participate in Central States Pension Plan. If they work under this agreement, a pension contribution is required for each day an employee begins to work.

CHAMPAIGN ASPHALT COMPANY:

Redacted by U.S. Treasury

B

LOCAL UNION NO. 135

Redacted by U.S. Treasury

By:

Title: Asst. Vice President

Title: CONSTRUCTION CHAIRMAN

Date: 03/05/2007

Date: 3-5-07

**RECEIVED**

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CONTRACT  
DEPARTMENT

LOCAL UNION ADDENDUM TO  
ARTICLES OF CONSTRUCTION AGREEMENT  
ILLINOIS CONFERENCE OF TEAMSTERS  
AND  
ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS  
2006-2010

The Parties to this Addendum are **Champaign Asphalt Co., LLC (CONTRACTOR)**, the **ILLINOIS CONFERENCE OF TEAMSTERS (CONFERENCE)**, the exclusive collective bargaining representative of the **CONTRACTOR'S** Teamster bargaining unit employees, and **Local No. 26 (LOCAL UNION)**, an affiliate of the Illinois Conference of Teamsters, which acts as the duly authorized representative of the **CONFERENCE** in entering into this Addendum. The language and provisions in this Addendum supersedes any and all contrary terms that are stated in the referenced Master Agreement.

- A. As a signatory to the 2006-2010 Articles of Construction Agreement, **CONTRACTOR** acknowledges that **CONFERENCE** is and remains the duly authorized bargaining representative of **CONTRACTOR'S** Teamster bargaining unit employees. **LOCAL UNION** signatory to this Addendum acknowledges that it has negotiated the terms and provisions solely as duly authorized agent of **CONFERENCE**, which remains the duly recognized exclusive bargaining representative of **CONTRACTOR'S** Teamster employees.
- B. The terms of this Addendum shall apply only to work performed in the jurisdictional area of **LOCAL UNION**. The terms of the Master Agreement, known as the 2006-2010 Articles of Construction Agreement (Master Agreement), which are incorporated by reference herein, shall apply only to work performed by **CONTRACTOR** in the jurisdictional area of **LOCAL UNION**. Express or implied no-strike provisions in this Addendum or in the Master Agreement, including grievance and arbitration procedures, shall apply only to work performed by **CONTRACTOR** in the jurisdictional area of **LOCAL UNION**.

C. This addendum shall take effect when it is signed by LOCAL UNION, on behalf of CONFERENCE, and CONTRACTOR, following ratification by the membership. It is expressly understood and agreed by the parties that all provisions of the Master Agreement are incorporated by reference in this Addendum, and that CONTRACTOR and LOCAL UNION shall sign and execute the Master Agreement when it is presented in written form.

D. The following negotiated provisions shall apply to this Addendum:

1. Nothing in the Master Agreement will affect or change CONTRACTOR'S assignment of articulated dump work at its pits, quarries or any other locations.
2. The Local Union will use its best efforts to arrange for one (1) Teamster/Laborer dual card employee. Said employee to be from current seniority list.
3. CONTRACTOR will make pension contributions on a daily basis during the life of the Master Agreement. Effective May 1, 2006 the CONTRACTOR shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of twenty seven dollars and forty cents (\$27.40) per day. An employee must actually begin to work to receive the pension contribution for that day. Effective May 1, 2007 the daily pension contribution rate shall increase to twenty nine dollars and thirty cents (\$29.30) per day. Effective May 1, 2008, the daily pension contribution rate shall be thirty one dollars and forty cents (\$31.40) per day and effective May 1, 2009 the daily pension contribution rate shall be thirty three dollars and sixty cents (\$33.60) per day.
4. Employees shall be allowed one (1) hour show-up time unless called off one (1) hour in advance of their scheduled starting times. In addition, employees shall be paid only for time actually worked in the event of equipment breakdown or inclement weather conditions.

to review, at LOCAL UNION'S Danville office, agreements between LOCAL UNION and CONTRACTOR'S competitors.

9. A statement on the signature page will read as follows: "This Master Agreement is only effective in the jurisdiction of Teamsters Local #26."
10. Seniority rights, if any, shall be the same as practiced by the CONTRACTOR in the past:
  - ii. CONTRACTOR will agree to pay wage increases as set forth in the Master Agreement retroactive to May 1, 2006. However, if any other contractor negotiates lesser rates and/or is given a better agreement as to retroactivity, CONTRACTOR will be given the same arrangement.
12. This Master Agreement and Local Union Addendum shall become effective as of the 1<sup>st</sup> day of May, 2006 and shall remain in full force and effect until the 30<sup>th</sup> day of April, 2010 and each year thereafter unless written notice of termination or desired modifications is given at least sixty (60) days up to ninety (90) days prior to the expiration date of the contract by either of the parties hereto..

**Teamsters Local No. 26**

Redacted by U.S. Treasury

By:

Patrick A. Gleason, President

Dated: 8-1-07

**Champaign Asphalt  
General Contractors**

Redacted by U.S. Treasury

By:

Dated: 7-23-07

# **COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**Chappell & Zimmerman**

**-And-**

**GENERAL TRUCK DRIVERS AND HELPERS UNION  
LOCAL NO. 92      RECEIVED**

**FEB 10 2015**

**CONTRACT  
DEPARTMENT**

**December 1, 2014 - November 30, 2017**



**THIS AGREEMENT**, made and entered into by and between Chappell Zimmerman, hereinafter referred to as the "EMPLOYER," and GENERAL TRUCK DRIVERS AND HELPERS LOCAL UNION NO. 92, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "UNION."

## **ARTICLE 1 – UNION RECOGNITION**

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.

The term "employee" as used in this Agreement shall include Building Supply, Drivers, and Ready Mix Drivers.

The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereunder unless it is through duly authorized representatives of the Union.

The Company agrees that it will not sponsor or promote, financially or otherwise, any 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.

## **ARTICLE 2 – UNION SECURITY**

**Section 1** The Employer recognizes and acknowledges that the Local Union is the exclusive representative of all employees in the classifications of work covered by the Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act.

**Section 2** All present employees who are members of the Local Union on the date of this subsection 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 31<sup>st</sup> working day following the beginning of their employment or on and after the 31<sup>st</sup> working day following the effective date of this subsection whichever is the later. This provision shall be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

**Section 3** When the Employer needs additional men, he shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local Union.

## **ARTICLE 18 – PENSION**

Effective **December 1, 2014**, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of **one hundred forty eight dollars and sixty cents (\$148.60)** per week for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days. Effective **December 1, 2015**, the Employer shall contribute the sum of **one hundred fifty four dollars and fifty cents (\$154.50)** per week for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days. Effective **December 1, 2016**, the Employer shall contribute the sum of **one hundred sixty dollars and seventy cents (\$160.70)** per week for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days.

The Employer will pay contributions to the Pension Fund on each employee who reports to work for twelve (12) hours or more each week.

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 Areas contracts to which Employers who are party to this Contract are also parties.

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 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, 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.

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 temporarily or in cases of emergency under the terms of this Contract shall not be covered by the provisions of this paragraph.

COLLECTIVE BARGAINING

AGREEMENT

BETWEEN

UNIVAR USA INC. NEW BERLIN

AND

TEAMSTERS "GENERAL" LOCAL UNION NO. 200  
(MILWAUKEE)

APRIL 1, 2015 through MARCH 31, 2019

**RECEIVED**

MAY 13 2015

CONTRACT  
DEPARTMENT

This Agreement is entered into between Univar USA Inc., New Berlin, referred to as the "Company" and TEAMSTERS "GENERAL" LOCAL UNION NO. 200, affiliated with the International Brotherhood of Teamsters, referred to as the "Union". Both parties agree to be bound by the following terms and provisions covering wages, hours and working conditions.

## ARTICLE I PURPOSE AND SCOPE OF AGREEMENT

Section 1. The purpose of this Agreement is to establish relations and uniform conditions of employment between the parties to promote the harmonious settlement of disagreements by conference and arbitration, to prevent strikes and lockouts, and to promote cooperation between the company, the employees and the Union.

Section 2. This Agreement covers all warehouse employees and truck drivers who are included in the job classifications listed in the Wage Rate Schedule included in ARTICLE XVI, WAGES. Supervisory, managerial, administrative, clerical, sales personnel and trainees are not covered by this Agreement.

## ARTICLE II UNION RECOGNITION

Section 1. The Company recognizes the Union as the sole collective bargaining agent for all warehouse employees and truck drivers included in the job classifications listed in ARTICLE XVI, WAGES, in matters relating to wages, hours and working conditions.

Section 2. All employees shall apply for membership in the Union on or after the thirtieth (30th) day following the beginning of their employment, or the effective date of this Agreement, whichever is the later, and as a condition of employment shall maintain their membership in the Union in good standing. No provision of Section 2 shall apply to the extent prohibited by State law.

Section 3. For the purpose of this Agreement, "membership in good standing" shall be defined as the payment or tender of payment of the initiation fee and periodic dues.

Section 4. The Union recognizes the responsibility imposed upon it as the exclusive bargaining agent of the employees, and therefore, agrees that it will cooperate with the Company and lend its support to assure a full-day's honest effort, on the part of all its members, in return for a day's pay; that it will cooperate to the best of its ability to combat absenteeism and any other practices which restrict efficient operations.

## ARTICLE III DEDUCTION OF DUES

Section 1. The Company agrees to deduct the Union membership dues, initiation fees and or/uniform assessments of the Union on or before the last pay period of each month, from the wages of those employees who individually and voluntarily authorize the Company to do so, and who have not revoked their authorizations in accordance with its terms or applicable law. The total deductions will be paid to the proper official designated by the Union.

Section 2. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the

- f. Accidental Death and Dismemberment Insurance
- g. Long Term Care Insurance
- h. Stay Fit
- i. Employee Incentive Plan (Employees will participate in the Employee Incentive Plan on the same basis as all other employees)
- j. 401(k) Savings Plan: Employee pretax contributions but no Company match

Section 2. The Company shall provide employees with written notice of modifications of the current company plan prior to the implementation of such changes. If the plans are modified during the term of this Agreement, employees agree they will participate in any changes as long as the changes apply to all other employees participating in the plans.

#### ARTICLE XVI WAGES

Section 1. The wage rates for the classifications covered by this agreement are as follows:

Classification	April 1, 2015	April 1, 2016	April 1, 2017	April 1, 2018
Driver	\$24.05	\$24.75	\$25.40	\$26.00
Material Handler (plant and tank farm workers)	\$24.05	\$24.75	\$25.40	\$26.00
Increase:	+70¢	+70¢	+65¢	+60¢

Section 2. The Union recognizes the right of the Company to appoint an employee(s) as a "lead worker" for the purpose of providing additional supervisor assistance at such times as the Company deems necessary in its sole managerial discretion. Lead workers will be paid one dollar (\$1.00) per hour above the regular base rate of pay. Lead workers do not have the authority to discipline employees or make decisions about another employee's employment. It shall be within the Company's sole discretion to determine the qualifications for such lead worker, as well as which employee is selected as lead worker. Nothing in this paragraph guarantees the continuing existence of the position(s) of lead worker and such position can be terminated at anytime in the Company's sole discretion.

#### ARTICLE XVII PENSION

The Company shall continue to contribute to the Central States Southeast and Southwest Areas Pension Fund, Class 17B, the following amounts per week for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more and who works or is paid any portion of the workweek.

	April 1, 2015	April 1, 2016	April 1, 2017	April 1, 2018
Weekly Rate	\$217.20	\$225.90	\$234.90	\$244.30
Increase	4%	4%	4%	4%

AGREEMENT

BETWEEN

UNIVAR USA INC.

AND

TEAMSTERS LOCAL UNION NO. 283

MARCH 1, 2012 – MARCH 31, 2016

RECEIVED

APR 17 2012

CONTRACT  
DEPARTMENT

# AGREEMENT

## PREAMBLE

This AGREEMENT is by and between UNIVAR USA INC., located at 13395 S. Huron River Drive, Romulus, Michigan 48174, or its Successors, (hereinafter referred to as the "Company") and Teamster Local No. 283 of Wyandotte, Michigan, or its Successors (hereinafter referred to as the "Union").

## ARTICLE 1 RECOGNITION

Section 1. The Company recognizes the Union, its agents, representatives, or successors, as the exclusive bargaining agency for all of the employees of the Company as herein defined for purposes of collective bargaining.

Section 2. The term "employee" as used in this Agreement shall include all employees, except office employees, supervisors, salesmen, all professional employees, laboratory employees, plant clerical employees, and guards, as defined in the Act.

Section 3. The Company will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit unless it is through duly authorized representatives of the Union.

Section 4. The Company agrees it will not sponsor or promote, financially or otherwise, any 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.

for the administration of such Fund, and to designate the Employer Trustees under such trust agreements, waiving all notice and ratifying all actions already taken or to be taken by the Trustees within the scope of their authority.

The Company's responsibility regarding any insurance benefits is limited to the payment of the premiums for such insurance coverage. The terms and conditions of the applicable insurance policy shall be controlling and shall supersede the terms and conditions of this Agreement.

## ARTICLE 25 PENSION

Section 1. The Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who has been on the payroll thirty (30) days or more a weekly rate as follows under Class "17B" Benefits:

Effective April 1, 2012 - \$193.50 per week

Effective April 1, 2013 - \$201.20 per week

Effective April 1, 2014 - \$209.20 per week

Effective April 1, 2015 - \$217.60 per week

Section 2. By the execution of this Agreement, the Company authorizes the employer Trustees under such Agreement to enter into 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.

Section 3. If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contribution through that payment period. In no event will contributions exceed a period of four (4) weeks. If an employee is injured on the job, the Company 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 and requests benefit continuation, the Company 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 4. Contributions to the Pension Fund must be made for 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 Company but not under the provisions of this contract.

Section 5. Payments to the Pension Fund must be made within ten (10) days from the end of the calendar month to Mellon Bank, Central States Funds, Dept. 10291, Palatine, IL. 60055-0291.

## ARTICLE 26 401(K) PROGRAM

Employees covered by this agreement shall be eligible to contribute to Company's 401(k) Program. Said program shall allow employees to contribute a percentage of their wages, up to the allowable maximum, prior to taxability. In addition, Company shall provide a match on said contributions of 50% on the first 6% of wages contributed by the employee, or \$.50 for every dollar contributed on the first 6% of contributions.

## ARTICLE 27 SAFETY

Section 1. The Company shall make reasonable provisions for the safety and health of its employees during the hours of employment. All protective devices and other equipment necessary to properly protect employees from injury shall be provided by the Company. Employees shall be expected to work in a safe manner at all times. Employees shall wear all protective devices, wearing apparel and other equipment as provided by the Company. Failure to do so will result in disciplinary action up to and including discharge.



# UNIVAR USA, INC.

## AGREEMENT



This Agreement by and between Univar USA Inc., 21600 Drake Road, Strongsville, Ohio, or its Successors, (hereinafter referred to as the "Company") and International Brotherhood of Teamsters Local No. 507 of Cleveland, Ohio, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, or its Successors (hereinafter referred to as the "Union").

### ARTICLE I - PREAMBLE

It is the intent and purpose of the parties hereto that this Agreement will promote and improve the industrial and economic relationship between the company and its employees, and to set forth herein the basic Agreement covering rates of pay, hours of work, and conditions of employment to be observed between the parties hereto during the life of this Agreement. All members of Local No. 507 agree to further the interests of their Company at all times.

### ARTICLE II - RECOGNITION

**Section 1** - Wages, hours and working conditions shall be maintained and paid according to the Appendices attached hereto and made a part of this Agreement.

**Section 2** - 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 for purposes of collective bargaining.

**Section 3** - The term "employee" as used in this Agreement shall include all full-time employees, except office employees, supervisors, salesmen, all professional employees, laboratory employees, plant, clerical employees, and guards, as defined in the Act.

**Section 4** - The Company will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it is through duly authorized representatives of the Union.

**Section 5** - The Company agrees that it will not sponsor or promote, financially or otherwise, any 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 6** - It is understood between the parties that if and when the Company relocates its facilities within a fifty (50) mile radius, all employees working under this Agreement will be offered all opportunity to work at the new facility. The seniority of these employees shall prevail at the new facility. Any seniority dispute over the integration of Union Bargaining Units will be resolved by the Joint Councils of the Local involved and not through the grievance/arbitration procedure.

### ARTICLE III - MANAGEMENT RIGHTS

The management of the warehouse and facilities and the direction of the working forces, including the planning, direction and control of operations, the scheduling of work and the assignment of employees to such work, the retirement of employees, the control and regulation of all equipment and other property of the Company, the determination of ability, the quality and quantity of work to be produced, the determination of the products to be manufactured or distributed, the location or relocation of facilities, the work to be assigned to each facility, work to be contracted out, the methods, processes and the means of manufacturing or distribution methods or facilities, and the right to maintain discipline and efficiency of all employees, are all vested solely and exclusively in the Company, except as they may be expressed, abridged or modified by other terms of this Agreement. It is further agreed that this enumeration of sole and exclusive management prerogatives shall not be deemed to exclude other prerogatives not herein enumerated, and the Company retains the right to exercise any other prerogatives or functions of management which are not abridged by a specific provision of this Agreement.

### ARTICLE IV - UNION COOPERATION

**Section 1** - The Union agrees to uphold the rules and regulations of the Company in regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, conduct on the job, and other reasonable rules and regulations established by the Company and the Union.

**Section 2** - The Union agrees to cooperate with the Company in

maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the premises, machinery and equipment, and in upholding the laws in reference to driving.

**Section 3** - The Union agrees to cooperate in correcting inefficiencies of members.

**Section 4** - The Union recognizes the need for improved methods and output in the interest of the employees and the business, and agrees to cooperate with the Company in the installation of such methods, in suggesting improved methods, and in the education of its members in the necessity for such changes and improvements.

### ARTICLE V - NON-DISCRIMINATION

The Company and Union support the principles of non-discrimination and will not discriminate against any employee or applicant on the basis of race, color, creed, religion, sex, national origin, age, citizenship status, disability or veteran status, as set forth in applicable Federal, State and Local laws. "Employees" means all persons covered by this Agreement, whether male or female, and the use of masculine pronouns or other masculine terms is including the female.

### ARTICLE VI - UNION SECURITY CLAUSE

**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 thirty-first (31) calendar day following the beginning of their employment, or the effective date of this Agreement, whichever is the later, that the continued employment by the Company 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 Company 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 (31) day following the effective date of this Agreement. The failure of any person to become a member of the Union at such required times shall obligate the Company, 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 his Union membership in good standing as required herein shall, upon written notice to the Company by the Union to such effect, obligate the Company to discharge such person.

**Section 2 - Probationary Employees** - A new employee shall work under the provisions of this Agreement, but shall be employed only on a one hundred twenty (120) calendar day trial basis, during which period he may be discharged without further recourse. The probationary period may be extended by mutual agreement. After one hundred twenty (120) calendar days, the employee shall be placed on a regular seniority list. Casual employees shall not come under this provision.

### ARTICLE VII - INITIATION FEES

**Section 1** - It is understood and agreed between the Company and the Union that the Company will deduct dues and initiation fees owed to the Union from the paycheck of all employees who have signed proper legal authorizations for such deductions, and who are covered by this Agreement, on the first payday of the current month for which current Union dues and initiation fees are due to the Union.

**Section 2** - If any employee receives no pay on the first payday of the month, the Company shall make the deduction at any time during the month in which the employee does receive pay, for Union dues or initiation fees owing for the current month.

**Section 3** - In the event an employee does not receive pay during a particular month, the Company shall make the deduction the following month for union dues and/or initiation fees owing for the current or preceding months.

**Section 4** - The Company further agrees to remit to the Secretary-Treasurer of the Union, immediately after each check-off payday, all union dues and initiation fees so deducted from the paychecks of employees covered by this Agreement.

**Section 5** - The Union shall indemnify and save the Company

Employer shall not be required to pay contributions for the same illness or injury unless said illness or injury is separated by the employee's return to active employment for at least one (1) full calendar month. Payments are to be made on or before the 10th of the following month.

The Company hereby agrees to become a party to the Agreement and Declaration of the Trust establishing the Cleveland Bakers and Teamsters Health and Welfare Fund and agrees to be bound by all the terms and provisions of said Agreement and Declaration of Trust.

It is understood and agreed that the said Agreement and Declaration of Trust and said Health and Welfare Fund and its Rules and Regulations shall comply with all applicable laws that the Health and Welfare Fund referred to herein shall be such as will qualify for approval by the Internal Revenue Service of the U.S. Treasury Department so as to permit the Company an income tax deduction for the contributions paid hereunder.

The Company must promptly notify the Health and Welfare Fund of any change in an employee's employment status due to discharge, lay-off, personal leave of absence, absence due to accident or illness, or reduction from full-time (scheduled to work at least five 8-hour days per week with a minimum of 40 hours per week) to part-time status. If the Company fails to comply with this notice requirement, the Company shall be responsible for the greater of the following amounts: the cost of unpaid weekly contributions or, the cost of any or all medical and surgical benefits paid out by the Fund on behalf of the non-eligible employees when such payments are made due to the Company's failure to comply with this notice requirement.

#### ARTICLE XXV - PENSION FUND

Effective November 30, 2012, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred ninety-three dollars and ten cents (\$193.10) per week for each employee, who has been employed for thirty (30) days or more and is on the regular seniority list. If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Company 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 Company shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contribution into the Pension Fund during the period of absence.

Effective November 30, 2013, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of two hundred dollars and eighty cents (\$200.80) per week for each employee, who has been employed for thirty (30) days or more and is on the regular seniority list. If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Company 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 Company shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contribution into the Pension Fund during the period of absence.

Effective November 30, 2014, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of two hundred eight dollars and eighty cents (\$208.80) per week for each employee, who has been employed for thirty (30) days or more and is on the regular seniority list. If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Company 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 Company shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contribution into the Pension Fund during the period of absence.

Effective November 30, 2015, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of two hundred seventeen dollars and twenty cents (\$217.20) per week for each employee, who has been employed for thirty (30) days or more and is on the regular seniority list. If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Company 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 Company shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contribution into the Pension Fund during the period of absence.

Effective November 30, 2016, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of two hundred twenty-five dollars and ninety cents (\$225.90) per week for each employee, who has been employed for thirty (30) days or more and is on the regular seniority list. If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Company 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 Company shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contribution into the Pension Fund during the period of absence.

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 contract.

Payments to the Fund shall be made on or before the 10<sup>th</sup> of the month following the month for which payments are being made. The number of weeks included in any monthly payment will be determined by the number of Saturdays in the month in question. Checks covering the contributions shall be made payable to Account 7000, American National Bank, and sent to P.O. Box 1431, Chicago, IL 60690.

This Fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. The Union and the Company agrees to be bound by and hereby assent to all the terms of the Trust Agreement creating said CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, all of the rules and regulations heretofore and hereafter adopted by the Trustee and said Trust Fund pursuant to said Trust Agreement, and all the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreements and rules adopted. Their signatures to this Collective Bargaining Agreement shall be deemed sufficient to signify their assent to and willingness to be bound by the terms of said Trust Agreement as fully as though they and each of them had indicated their assent to and executed said Trust Agreement.

The Company hereby accepts as Company Trustees, the present Company Trustees appointed under said Trust Agreement and all such past or succeeding Company Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Agreement of Trust and such other documents or papers as may be necessary to effectuate said Welfare and Pension Programs and purposes announced therein.

#### ARTICLE XXVI - 401(K) PROGRAM

In addition to the above, all employees shall be eligible to contribute to Company's 401(k) Program. Said program shall allow employees to contribute a percentage of their wages, up to the allowable maximum, prior to taxability.

#### ARTICLE XXVII - CER FUND

Effective November 30, 2012, the Company shall pay to the Teamsters Local No. 507 Charitable, Educational and Recreational Fund (referred to herein as the "CER Fund") for each employee covered under the applicable Collective Bargaining Agreement the sum of seven dollars (\$7.00) per employee per week for any week or part thereof, for which said employee receives pay effective the first day of employment, as required under the provisions of the Collective Bargaining Agreement. Contributions shall continue for six (6) months in the case of illness and six (6) months in case of accidents, including industrial accidents, and during any leave taken by the employee under the provision of The Family Medical Leave Act. Payments to the Local 507 CER Fund shall be made on or before the 10<sup>th</sup> of the month.

Said payments to the CER Fund shall be used for charitable contributions on behalf of the industry; educational benefits to union members, including training and apprenticeship programs to promote experienced employees for the industry in the job classifications covered in this Agreement and all other Collective Bargaining Agreements of Local 507; and for recreational purposes for union members and their families and retirees and their families.

The expenditures of the CER Fund shall be managed by the Trustees of the CER Fund. The Company will be represented by no less than three (3) Trustees and the Union will be represented by no less than three (3) Trustees. The undersigned Company agrees to become a party to the Agreement and Declaration of Trust of the

CER Fund and further agrees to be bound by all the terms and provisions of the Agreement and Declaration of the Trust and the Rules and regulations to be established by the Trustees and the CER Fund.

It is understood and agreed that the CER Fund Agreement and Declaration of Trust and the CER Fund rules and Regulations will comply with all applicable laws and that the CER Fund has qualified for approval by the Internal Revenue Service so as to permit the undersigned Company an income tax deduction for the contributions paid hereunder.

**ARTICLE XXVIII - SAFETY**

The Company shall make reasonable provisions for the safety and health of its employees during the hours of employment. All protective devices and other equipment to properly protect employees from injury shall be provided by the Company. Employees shall be expected to work in a safe manner at all times and supervisors shall give due consideration to safety concerns raised by employees, including but not limited to excessive overtime hours. Employees shall wear all protective devices, wearing apparel and other equipment as provided by the Company and required for specified duties. Failure to do so will result in disciplinary action, including discharge. This Article is subject to the provisions of Article 18, Dispute and Grievance Procedure. The Company shall provide up to one hundred seventy-five dollars (\$175.00) per contract year for safety shoes. A bargaining unit worker will be included in any safety and health meetings.

**ARTICLE XXIX - DEFECTIVE EQUIPMENT**

**Section 1** - No employee shall be compelled to take out road equipment that is not mechanically sound and properly equipped to conform to all City, State and Federal regulations, nor shall it be considered a violation of this Agreement when employees refuse to take out such equipment, unless such refusal is unjustified. Employees shall immediately, or at the end of their run, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Company, as well as verbally advising the shift supervisor of any and all defects.

**Section 2** - Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by Company, the employee, before starting his next shift, shall make out necessary accident reports in duplicate required by City, State, and Federal agencies, as well as Company reports as required for insurance and recordkeeping purposes.

**ARTICLE XXX - MAINTENANCE OF STANDARDS**

**Section 1** - The Company agrees that all conditions and privileges of employment in its operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the condition of employment shall be improved; however, specific provisions of this section shall not apply to inadvertent or bona fide errors made by the Company or the Union in applying the terms and conditions of the Agreement if such error is corrected within ninety (90) days from the date of error.

**Section 2** - In the event of an error in applying this Agreement to the employee or the Union, no action by the Union, Company, or employee to correct or remedy the same shall be retroactive for more than ninety (90) days prior to written notice of such error as given.

**Section 3** - The Company will provide employees with uniforms and appropriate safety apparel. These uniforms will be cleaned at the Company's expense and remain in the employee's locker at the close of each shift.

**ARTICLE XXXI - SEVERANCE**

**Section 1** - In the event the Company permanently closed the Strongsville, Ohio facility and full-time employees are terminated as a result of the closing, employees will be entitled to severance pay based on one (1) week of base pay for each year of service.

**ARTICLE XXXII - SUCCESSOR CLAUSE**

**Section 1** - This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation is sold, transferred, leased, assigned, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

**ARTICLE XXXIII - SEPARABILITY AND SAVINGS**

**Section 1** - If any article or section of this Agreement, or any Riders thereto, should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance without enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement 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 affected thereby.

**Section 2** - In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands, notwithstanding any provision in this Agreement to the contrary.

**ARTICLE XXXIV - JURY DUTY**

The Company agrees to pay an employee who serves as juror in a legally constituted court, the difference between his earnings as a juror and the straight time earnings he would have realized had he worked his scheduled shift. In order to be eligible for payment, employees must notify their supervisor within twenty-four (24) hours after receipt of notice of selection for jury duty, and must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received. An employee required to report at a specific time for examination as a prospective juror shall be compensated as provided above to the extent he is required to lose time from work for such examination. The examination notice is to be shown to the employee's supervisor as soon as is practical. Employee shall submit his endorsed check, payable to the Company, for the differential payment. Jury duty differential pay is limited to twenty (20) working days per calendar year.

**ARTICLE XXXV - TERMINATION**

**Section 1** - The Agreement shall be in full force and effect from December 1, 2012, through November 30, 2017, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

**Section 2** - It is further provided that where to such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to November 30, 2017, or any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement.

**Section 3** - This constitutes the entire Agreement between the parties, all understandings not reduced to writing shall be null and void.

TEAMSTERS LOCAL UNION NO. 502

Redacted by U.S. Treasury  
BY: \_\_\_\_\_  
BY: \_\_\_\_\_

DATE: 11/28/12

UNIVAR USA INC

Redacted by U.S. Treasury  
BY: \_\_\_\_\_  
BY: Jeffrey Salica

DATE: 11/13/12

RECEIVED

DEC 13 2012

CONTRACT DEPARTMENT

**LABOR AGREEMENT**

**BY AND BETWEEN**

**UNIVAR USA INC./ST. LOUIS, MISSOURI  
2646 METRO BOULEVARD  
MARYLAND HEIGHTS, MO. 63043**

**AND**

**AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES  
EMPLOYEES UNION LOCAL 618 (I.B.T.)**

**February 1, 2012 through January 31, 2017**

**RECEIVED**

**FEB 08 2012**

**CONTRACT  
DEPARTMENT**

THIS AGREEMENT, entered into by and between Univar USA Inc./St. Louis, 2646 Metro Boulevard, Maryland Heights, MO. 63043, hereinafter referred to as the "Employer" and the Automotive, Petroleum and Allied Industries Employees Union, Local 618, hereinafter referred to as the "Union" acting as the sole and exclusive collective bargaining agent for the employees in the bargaining unit.

## **ARTICLE 1 – RECOGNITION**

The Employer agrees to recognize the Union as the sole collective bargaining agent for Truck Drivers and Material Handlers employed at its facility in St. Louis, Missouri. It is further agreed that no other labor organization or group of employees will be recognized by the Employer for the purpose of collective bargaining on behalf of the classification of employees covered by this Agreement.

Truck Drivers – Those employees who deliver, unload, transport and load chemicals and other products and perform work relating to these truck driver duties.

Material Handlers – Those employees who ship and receive, fill, package, store, load and unload chemicals and their by-products and perform work relating to such operations.

### Changes in Classification of Work:

- a. The Employer shall not significantly change the above duties of the classification as outlined, without giving the Union at least thirty (30) days' notice in advance of its intent to make this change. In the event that a new classification is established the Employer will negotiate the rate of pay of such classification in advance with the Union.
- b. In the case of an emergency or when necessary to expedite the job at hand in a reasonable and efficient manner, any employee may be required to perform temporarily jobs of another classification.
- c. When any employee is required to work on a job four (4) hours or more in a classification which receives a rate of pay higher than his/her normal rate, he/she shall receive the higher rate for the entire day.

## **ARTICLE 2 – UNION SECURITY**

All employees in the classifications covered by this Agreement, and listed herein, shall within thirty-one (31) days after the execution of this Agreement or thirty-one (31) days after employment, in the case of new employees, become and remain, as a condition of continued employment, paid up members of the Union in good standing, provided that the Employer shall not be obligated to terminate any employee if it has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members or if it has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members or if it has reasonable grounds for believing that membership was denied or terminated for reasons other than failure of the employee to tender the periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or

contribution payment. Exception: A new employee who has been covered by the Union's Health and Welfare Fund within the preceding twelve (12) months of their date of hire, and not in continuous coverage prior to new hire, would be eligible for claim payment on claims originating on or after the first (1<sup>st</sup>) of the first (1<sup>st</sup>) month following their date of hire. (If hired on the first (1<sup>st</sup>) day of the month this would be considered the first (1<sup>st</sup>) month.)

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 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) hour 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 the employee for losses resulting there from.

Extra or part-time employees are exempt from the above provisions and are defined as follows:

1. Extra employees are those who are not regularly employed, but may be called in from time to time.
2. Part-time employees are those who are regularly employed on schedule of twenty (20) hours or less per week.
3. It is further understood that the employer is not required to make regular contributions on any employee who is employed by another employer where he is covered by a comparable Health and Welfare program, when copy of such program is submitted to the Union for approval.

#### **ARTICLE 18- PENSION PLAN**

- a. The Employer's cost for an approved program other than provided herein must be no less than contributions made by other employers for participation in the Central States, Southeast and Southwest Areas Pension Fund.

The Employer agrees to participate in the Central States, Southeast and Southwest Areas Pension Fund, in accordance with the rules and regulations of the Trustees, and to pay on the first day of each month into the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement as follows:

February 1, 2012 - \$193.50 per week  
February 1, 2013 - \$201.20 per week  
February 1, 2014 - \$209.20 per week  
February 1, 2015 - \$217.60 per week  
February 1, 2016 - \$226.30 per week

- b. Employer contribution requirements shall be as follows:
  1. On each regular employee who has been on the payroll thirty (30) days or more.

2. On each regular employee who has worked in any week or portion thereof.
- c. 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.
- d. 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.
- e. If any employee is granted a leave of absence, the Employer shall collect from said employee, prior to leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

The Union and the Employer agree to be bound by and hereby assent to all of the terms of the Trust Agreement creating said Central States, Southeast and Southwest Areas Pension Fund, all of the rules and regulations theretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and rules adopted. Both parties to this Agreement agree to sign the participation agreement as required by the Pension Fund.

#### **ARTICLE 19 – NON-DISCRIMINATION**

- a. The Employer and Union support the principles of non-discrimination and will not discriminate against any employee or applicant on the basis of his membership in the Union, race, color, creed, religion, sex, national origin, citizenship status, age, disability or veteran status, as set forth in applicable federal, state and local statutes.
- b. "Employees" means all persons covered by this Agreement, whether male or female, and the use of masculine pronouns or other masculine terms shall include the feminine.

#### **ARTICLE 20– UNION DUES DEDUCTION**

The Employer will deduct monthly from their wages and turn over to the Union on or before the fifteenth (15<sup>th</sup>) day of the following month, the initiation fees, any uniform assessments and monthly dues of such members of the Union as individually and voluntarily certify in writing on a mutually acceptable form that they authorize such deductions.

#### **ARTICLE 21– SHOP STEWARDS**

- a. The Union may appoint Shop Stewards from among the employees of the Employer at any bulk plant, warehouse, or other establishment where employees covered by the terms of this Agreement are employed. The Steward may represent employees in discussing grievances with the Employer; however, in no event may Stewards engage in or encourage any unauthorized work interruption or work stoppage. Should a Steward engage in or encourage such action or assume other duties not assigned to him, he shall be subject to disciplinary action, up to and including discharge without recourse from the Union.
- b. Shop Stewards so appointed by the Union must have been an employee for the Employer for at least one (1) year.



**LABOR AGREEMENT**

**BY AND BETWEEN**

**UNIVAR USA INC./ST. LOUIS, MISSOURI  
2646 METRO BOULEVARD  
MARYLAND HEIGHTS, MO. 63043**

**AND**

**AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES  
EMPLOYEES UNION LOCAL 618 (I.B.T.)**

**February 1, 2012 through January 31, 2017**

**RECEIVED**

**FEB 08 2012**

**CONTRACT  
DEPARTMENT**

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## **ARTICLE 1 – RECOGNITION**

The Employer agrees to recognize the Union as the sole collective bargaining agent for Truck Drivers and Material Handlers employed at its facility in St. Louis, Missouri. It is further agreed that no other labor organization or group of employees will be recognized by the Employer for the purpose of collective bargaining on behalf of the classification of employees covered by this Agreement.

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- a. The Employer shall not significantly change the above duties of the classification as outlined, without giving the Union at least thirty (30) days' notice in advance of its intent to make this change. In the event that a new classification is established the Employer will negotiate the rate of pay of such classification in advance with the Union.
- b. In the case of an emergency or when necessary to expedite the job at hand in a reasonable and efficient manner, any employee may be required to perform temporarily jobs of another classification.
- c. When any employee is required to work on a job four (4) hours or more in a classification which receives a rate of pay higher than his/her normal rate, he/she shall receive the higher rate for the entire day.

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All employees in the classifications covered by this Agreement, and listed herein, shall within thirty-one (31) days after the execution of this Agreement or thirty-one (31) days after employment, in the case of new employees, become and remain, as a condition of continued employment, paid up members of the Union in good standing, provided that the Employer shall not be obligated to terminate any employee if it has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members or if it has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members or if it has reasonable grounds for believing that membership was denied or terminated for reasons other than failure of the employee to tender the periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or

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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 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) hour 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 the employee for losses resulting there from.

Extra or part-time employees are exempt from the above provisions and are defined as follows:

1. Extra employees are those who are not regularly employed, but may be called in from time to time.
2. Part-time employees are those who are regularly employed on schedule of twenty (20) hours or less per week.
3. It is further understood that the employer is not required to make regular contributions on any employee who is employed by another employer where he is covered by a comparable Health and Welfare program, when copy of such program is submitted to the Union for approval.

#### **ARTICLE 18- PENSION PLAN**

- a. The Employer's cost for an approved program other than provided herein must be no less than contributions made by other employers for participation in the Central States, Southeast and Southwest Areas Pension Fund.

The Employer agrees to participate in the Central States, Southeast and Southwest Areas Pension Fund, in accordance with the rules and regulations of the Trustees, and to pay on the first day of each month into the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement as follows:

February 1, 2012 - \$193.50 per week  
February 1, 2013 - \$201.20 per week  
February 1, 2014 - \$209.20 per week  
February 1, 2015 - \$217.60 per week  
February 1, 2016 - \$226.30 per week

- b. Employer contribution requirements shall be as follows:
  1. On each regular employee who has been on the payroll thirty (30) days or more.

2. On each regular employee who has worked in any week or portion thereof.
- c. 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.
- d. 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.
- e. If any employee is granted a leave of absence, the Employer shall collect from said employee, prior to leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

The Union and the Employer agree to be bound by and hereby assent to all of the terms of the Trust Agreement creating said Central States, Southeast and Southwest Areas Pension Fund, all of the rules and regulations theretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and rules adopted. Both parties to this Agreement agree to sign the participation agreement as required by the Pension Fund.

#### **ARTICLE 19 – NON-DISCRIMINATION**

- a. The Employer and Union support the principles of non-discrimination and will not discriminate against any employee or applicant on the basis of his membership in the Union, race, color, creed, religion, sex, national origin, citizenship status, age, disability or veteran status, as set forth in applicable federal, state and local statutes.
- b. "Employees" means all persons covered by this Agreement, whether male or female, and the use of masculine pronouns or other masculine terms shall include the feminine.

#### **ARTICLE 20– UNION DUES DEDUCTION**

The Employer will deduct monthly from their wages and turn over to the Union on or before the fifteenth (15<sup>th</sup>) day of the following month, the initiation fees, any uniform assessments and monthly dues of such members of the Union as individually and voluntarily certify in writing on a mutually acceptable form that they authorize such deductions.

#### **ARTICLE 21– SHOP STEWARDS**

- a. The Union may appoint Shop Stewards from among the employees of the Employer at any bulk plant, warehouse, or other establishment where employees covered by the terms of this Agreement are employed. The Steward may represent employees in discussing grievances with the Employer; however, in no event may Stewards engage in or encourage any unauthorized work interruption or work stoppage. Should a Steward engage in or encourage such action or assume other duties not assigned to him, he shall be subject to disciplinary action, up to and including discharge without recourse from the Union.
- b. Shop Stewards so appointed by the Union must have been an employee for the Employer for at least one (1) year.

AGREEMENT

between

UNIVAR USA INC.

&

INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
LOCAL UNION 114

Cincinnati, Ohio

September 1, 2012 thru August 31, 2016

**RECEIVED**

OCT 05 2012

**CONTRACT  
DEPARTMENT**

## AGREEMENT

This agreement, by and between Univar USA Inc., located in Hamilton, Ohio, hereinafter referred to as the "Company" and Local No 114, International Brotherhood of Teamsters, hereinafter referred to as the "Union", agree to be bound by the following terms and provisions covering wages, hours and working conditions, effective September 1, 2012.

### ARTICLE 1 - PURPOSE AND SCOPE OF AGREEMENT

Section 1. The purpose of this agreement is to establish relations and uniform conditions of employment between the parties, to promote the harmonious settlement of disagreements by conference and arbitration, to prevent strikes, lockouts, and to promote cooperation between the Company, the employees and the Union.

Section 2. This agreement covers all employees who are included in the job classifications listed in the Wage Rate Schedule included in Article 15. Supervisory, managerial, administrative, clerical, sales personnel, drivers and trainees are not covered by this agreement.

### ARTICLE 2 - UNION RECOGNITION

Section 1. The Company recognizes the Union as the sole collective bargaining agent for all employees included in the job classifications listed in Article 15, in matters relating to wages, hours and working conditions.

Section 2. All covered employees shall apply for membership in the Union on or after the thirty-first (31st) day following the beginning of their employment or the effective date of this agreement, whichever is the latter, and as a condition of employment shall maintain their membership in the Union in good standing.

Section 3. For the purpose of the agreement, "membership in good standing" shall be defined as the payment or tender of payment of the initiation fee and periodic dues.

Section 4. The Union recognizes the responsibility imposed upon it as the exclusive bargaining agent of the employees, and therefore, agrees that it will cooperate with the Company and lend its support to assure a full day's honest effort on the part of all its members in return for a day's pay; that it will cooperate to the best of its ability to combat absenteeism and any other practices which restrict efficient operations.

### ARTICLE 3 - PAYROLL DEDUCTIONS

Section 1. The Company agrees to deduct the Union membership dues, on or before the last pay period of each month from the wages of those employees who individually and voluntarily authorize the Company to do so. The Company also agrees to deduct other authorized deductions from the wages of those employees who individually and voluntarily authorize the Company to do so. The total deductions will be paid to the proper official designated by the Union.

Section 2. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

Section 3. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability which shall arise out of or by reason of action taken or not

## ARTICLE 16 - PENSIONS

Section 1. Effective September 1, 2012, the Company shall make contributions to the Central States Southeast and Southwest Areas Pension Fund (the "Pension Fund") in the amount of one hundred and ninety-three and 50/100 dollars (\$193.50) per week per covered employee. Effective September 1, 2013, the Company shall make contributions to the Pension Fund in the amount of two hundred and one and 20/100 dollars (\$201.20) per week per covered employee. Effective September 1, 2014, the Company shall make contributions to the Pension Fund in the amount of two hundred nine and 20/100 dollars (\$209.20) per week per covered employee. Effective September 1, 2015, the Company shall make contributions to the Pension Fund in the amount of two hundred seventeen and 60/100 dollars (\$217.60) per week per covered employee.

Section 2. Contributions to the 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 weeks where work is performed for the Company, but not under the provisions of this contract. 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.

Section 3. If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions to the Pension Fund for a period of eight (8) weeks. If an employee is injured on the job, the Company 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.

Section 4. If an employee is granted a leave of absence, the Company 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. Notwithstanding anything herein contained, it is agreed that in the event the Company is delinquent at the end of a monthly period in the payment of its contributions to the Pension Fund, in accordance with the rules and regulations of the trustees of such funds and after the proper officials of the local union shall have given seventy-two (72) hours notice to the Company of such delinquency in the Pension Fund payments, the Union 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 Union will take no economic action until all legal remedies have been exhausted.

Section 6. The Pension Fund will be separately administered each jointly by the Company and the Union in compliance with all applicable laws and regulations, both state and federal.

Section 7. In addition to the defined contributions that Company has agreed to contribute on behalf of its covered employees to the Pension Plan, the Company will establish a "non-matching" 401(K) plan for all covered members of the bargaining unit. Such 401(K) Plan will be voluntary and will be administered separately by a provider of the Company's choosing.

## ARTICLE 17 - SICK BENEFIT PLAN

Section 1. After one (1) year of service, employee will receive up to five (5) working days sick leave per each contractual year of this contract. Sick days are to be prorated based on remaining months of contract year after completion of first full year of service. Any unused sick days shall be paid (8 hours straight time) at the end of each contract year during the life of this agreement. The employee must submit to the Company, if requested, a doctor's certificate substantiating the illness in order to be eligible for any sick pay

## ARTICLE 18 - PICKET LINE

Section 1. It shall not be a violation of this Agreement and shall not be cause for discharge or



# CHEMTRADE LOGISTICS, INC.

## AGREEMENT



THIS AGREEMENT, made and entered into on the date hereinafter set forth but effective as of November 30, 2012, by and between CHEMTRADE LOGISTICS, INC., having plants, branches, warehouses, loading docks, terminals, trucking operations, agencies or stores, or any newly acquired or constructed plants, branches, warehouses, loading docks, terminals, trucking operations, agencies or stores located in the State of Ohio, or within a radius of one hundred seventy-five miles of the County of Cuyahoga, State of Ohio, said Company being hereinafter referred to as the "Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL No. 507 hereinafter referred to as the "Union."

### ARTICLE I - OBLIGATION - RECOGNITION

1. It is mutually understood and agreed by and between the parties hereto that, except as otherwise provided herein, the hours, hourly rates of pay and working conditions hereinafter set forth shall be binding upon the parties hereto from the 30<sup>th</sup> day of November, 2012 until terminated, as hereinafter provided.

2. The Employer recognizes the Union as the exclusive bargaining agent for all employees in its plants, branches, warehouses, loading docks, terminals, trucking operations, agencies or stores, except guards, laboratory employees, office employees and supervisors, as defined by the National Labor Relations Act.

### ARTICLE II - CONDITIONS OF EMPLOYMENT

1. The management of the business in all its phases and details shall remain vested in the Employer. The rights of the Employer and the employees shall be respected and the provisions of this contract for the orderly settlement of all questions regarding such rights shall be observed.

2. All present employees of the Employer shall, as a condition of continued employment, be members of the Union on the thirty-first day following the date of this Agreement and thereafter shall continue membership in good standing in the Union by the tender of periodic dues, initiation fee, and assessments uniformly required as a condition of acquiring or retaining membership in the Union.

3. It is agreed that all new employees of the Employer as a condition of continued employment shall be members of the Union on the thirty-first day following the beginning of their employment and thereafter shall continue membership in good standing in the Union by the tender of periodic dues, initiation fee and assessments uniformly required as a condition of acquiring or retaining membership in the Union.

4. In accordance with individual check-off authorizations, the Employer shall deduct from employees' earnings, Union membership dues, including initiation fee and assessments uniformly required which are payable by such employees and shall remit the amount so deducted to the Union not later than the tenth day of each month.

5. Within five (5) days of notification by the Union that an employee is in default in the payment of his or her dues, or initiation fees, the Company shall be required to discharge said employee and said request must be complied with.

6. The Union shall establish a hiring hall, which shall be upon the premises of the Union Headquarters. The Union shall be the only source of applicants for the furnishing of the type of labor covered by this Agreement, but the Employer shall retain the right to refer applicants for employment to the Union hiring hall, and any applicant referred by the Employer shall be given preference over all other applicants. Selection of applicants by the Union for referral to the Employer to jobs shall be upon a non-discriminatory basis, and shall not be based on or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements. The Employer shall retain the right to reject any job applicant referred to it by the Union and shall retain the right to hire employees not initially referred by the Union, but such newly hired employees must be referred through the hiring hall before performing any work. The Employer and the Union shall post in places where notices to employees and applicants for employment are usually posted, all provisions relating to the functioning of the hiring arrangements, including the safeguards essential to the legality of the exclusive hiring agreement.

7. In accordance with individual authorizations the Employer shall deduct once each year from the employees' earnings five dollars (\$5.00) and remit the amount so deducted to the Ohio D.R.I.V.E.

8. If an employee wants a savings deduction made each week,

then in accordance with individual authorizations, the Employer shall deduct from the employees' earnings such amounts as the employee shall designate each week and remit the amount so deducted to the Ohio Teamsters Credit Union each month.

9. In the event of moving of the Company's plants, branches, warehouses, loading docks, terminals, trucking operations, agencies or store operations to a new location within a one hundred seventy five (175) mile radius of the present location, the present members would have the first opportunity to be employed at the new location with no loss of seniority and benefits. Employees so transferred will relocate at their own expense.

### ARTICLE III - WORK HOURS AND OVERTIME

1. Eight (8) hours pay hereby guaranteed to any employee who reports for work on any given day and forty (40) hours pay hereby guaranteed to any employee who reports for work on his first scheduled work day in any given week. Four (4) hours pay is hereby guaranteed to any employee who reports for work on Saturday or six (6) hours pay on Sunday. Each employee shall be allowed a fifteen (15) minute break for physical relief during the first half of his shift and a further fifteen (15) minute break for physical relief during the second half of the shift. Wash-up time of five (5) minutes before lunch break and five (5) minutes before the shift ends.

2. All work performed over and above eight (8) hours in any one day or forty (40) hours in any one week shall be considered overtime, and shall be paid for at the rate of time and one-half the regular hourly rate. Such overtime shall be computed on whatever total overtime hours are the greater for the week, whether it be on a daily or weekly basis, but not on both.

3. All shifts shall have a specified starting time and any work performed prior to the regular starting hours of the shift shall be considered overtime and shall be paid for at the rate of time and one-half the hourly rate.

4. An employee called into work ahead of his regular schedule shall also work his regular shift unless irregular starting times are compelled by normal business conditions.

5. Weekly schedule of employees' working hours shall be posted not later than the previous Thursday for the following week and maintained.

6. An employee called to work outside of his shift will be provided with a minimum of four (4) hours work or pay in lieu of work, such pay to start from the hour the employee is required to report for work. An employee called to work outside of his shift to respond to a security call to reset the security system will be provided with a minimum of two (2) hours work or pay in lieu of work, such pay to start from the hour the employee is required to report for work.

7. Overtime in the various departments shall be equally divided among the employees of the respective departments as equally as possible, per shift and classification. The overtime records shall be available for inspection at the request of the Union at any time. Any work to be done on overtime will be done by employees who do the same jobs on regular time on a seniority basis. Overtime shall be divided as equally as possible, provided that employees with greater seniority shall be offered the first overtime with any subsequent overtime to be offered to employees next on the seniority list. When the seniority list shall have been exhausted, the cycle will be repeated with the highest seniority employees to get the first overtime of the succeeding cycle. A refusal by any employee shall constitute a forfeiture of his turn at overtime.

8. The work week shall be Monday through Friday. Employees shall be paid every week or every other week for the hours worked in the preceding week or two weeks on a day set by the employer.

9. Each employee who is required to work six (6) consecutive days shall be paid at the rate of time and one-half his regular straight time hourly rate of pay for all hours worked on such sixth day.

10. Each employee who is required to work seven (7) consecutive days shall be paid at the rate of twice his regular straight time hourly rate of pay for all hours worked on such seventh day.

11. Each employee who is required to work on Saturday shall be paid at the rate of time and one-half his regular straight time hourly rate of pay for all hours worked on such Saturday.

12. No employee shall be required to work more than eight (8) hours in any one day if he notifies his supervisor during his first six (6) hours of work.

14. Reasonable trip expenses shall be furnished to all drivers including meals and motel, provided that the employee furnishes the Employer with bona fide receipts.



Cleveland Bakers and Teamsters Health and Welfare Fund the sum of two hundred four dollars (\$204.00) per employee per week for any week or part thereof for which said employee receives pay effective from the first day of employment. However, the contribution rate may be increased to more than two hundred four dollars (\$204.00) per week to provide for a maintenance of benefits ("MOB"), which shall be determined by the Fund actuary, based upon the claims experience of the Fund plus administrative costs, less turnover income and investment income with the resulting difference being not less than two hundred four dollars (\$204.00) nor more than two hundred twenty dollars (\$220.00) per employee per week. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments are to be made on or before the 10<sup>th</sup> of the following month.

Effective November 30, 2013, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of two hundred twenty dollars (\$220.00) per employee per week for any week or part thereof for which said employee receives pay effective from the first day of employment. However, the contribution rate may be increased to more than two hundred twenty dollars (\$220.00) per week to provide for a maintenance of benefits ("MOB"), which shall be determined by the Fund actuary, based upon the claims experience of the Fund plus administrative costs, less turnover income and investment income with the resulting difference being not less than two hundred twenty dollars (\$220.00) nor more than two hundred thirty-eight dollars (\$238.00) per employee per week. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments are to be made on or before the 10<sup>th</sup> of the following month.

Effective November 30, 2014, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of two hundred twenty dollars (\$220.00) per employee per week for any week or part thereof for which said employee receives pay effective from the first day of employment. However, the contribution rate may be increased to more than two hundred twenty dollars (\$220.00) per week to provide for a maintenance of benefits ("MOB"), which shall be determined by the Fund actuary, based upon the claims experience of the Fund plus administrative costs, less turnover income and investment income with the resulting difference being not less than two hundred twenty dollars (\$220.00) nor more than two hundred fifty-five dollars (\$255.00) per employee per week. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments are to be made on or before the 10<sup>th</sup> of the following month.

Effective November 30, 2015, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of two hundred (\$220.00) per employee per week for any week or part thereof for which said employee receives pay effective from the first day of employment. However, the contribution rate may be increased to more than two hundred twenty dollars (\$220.00) per week to provide for a maintenance of benefits ("MOB"), which shall be determined by the Fund actuary, based upon the claims experience of the Fund plus administrative costs, less turnover income and investment income with the resulting difference being not less than two hundred twenty dollars (\$220.00) nor more than two hundred seventy (\$270.00) per employee per week. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments are to be made on or before the 10<sup>th</sup> of the following month.

Effective November 30, 2016, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of two hundred twenty dollars (\$220.00) per employee per week for any week or part thereof for which said employee receives pay effective from the first day of employment. However, the contribution rate may be increased to more than two hundred twenty dollars (\$220.00) per week to provide for a maintenance of benefits ("MOB"), which shall be determined by the Fund actuary, based upon the claims experience of the Fund plus administrative costs, less turnover income and investment income with the resulting difference being not less than two hundred twenty dollars (\$220.00) nor more than two hundred eighty six dollars (\$286.00) per employee per week. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments are to be made on or before the 10<sup>th</sup> of the following month. Not in limitation of any other remedy by the Union or the Trustees of the Fund, the Union shall be free to strike, if the Employer fails to make the required contributions to the Fund within thirty (30) days after the date required by the Trustees. THE EMPLOYER hereby agrees to become a party to the Agreement and Declaration of Trust establishing the Cleveland Bakers and

Teamsters Health and Welfare Fund and agrees to be bound by all the terms and provisions of said Agreement and Declaration of Trust.

It is understood and agreed that the said Agreement and Declaration of Trust and said Health and Welfare Fund and its Rules and Regulations shall comply with all applicable laws and that the Health and Welfare Fund referred to herein shall be such as will qualify for approval by the Internal Revenue Service of the U.S. Treasury Department so as to permit the Employer an income tax deduction on for the contributions paid hereunder.

The Employer must promptly notify the Health and Welfare Fund of any change in an employee's employment status due to discharge, lay-off, personal leave of absence, absence due to accident or illness, or reduction from full-time (scheduled to work at least five 8-hour days per week with a minimum of 40 hours per week) to part time status. If the Employer fails to comply with this notice requirement, the Employer shall be responsible for the greater of the following amounts: the cost of unpaid weekly contributions or, the cost of any or all medical and surgical benefits paid out by the Fund on behalf of non-eligible employees when such payments are made due to the Employer's failure to comply with this notice requirement.

#### ARTICLE XVII - PENSION FUND

Effective November 30, 2012, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred ninety-three dollars and ten cents (\$193.10) per week for each employee, who has been employed for thirty (30) days or more and is on the regular seniority list. 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.

Effective November 30, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of two hundred dollars and eighty cents (\$200.80) per week for each employee, who has been employed for thirty (30) days or more and is on the regular seniority list. 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.

Effective November 30, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of two hundred eight dollars and eighty cents (\$208.80) per week for each employee, who has been employed for thirty (30) days or more and is on the regular seniority list. 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.

Effective November 30, 2015, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of two hundred seventeen dollars and twenty cents (\$217.20) per week for each employee, who has been employed for thirty (30) days or more and is on the regular seniority list. 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.

Effective November 30, 2015, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of two hundred twenty-five dollars and ninety cents (\$225.90) per week for each employee, who has been employed for thirty (30) days or more and is on the regular seniority list. If an employee is absent because of illness or on-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 correct 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.

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.

Payments to the Fund shall be made on or before the 10<sup>th</sup> of the month following the month for which payments are being made. The number of weeks included in any monthly payment will be determined by the number of Saturdays in the month in question. Checks covering the contributions shall be made payable to Account 7000, American National Bank, and sent to P.O. Box 1431, Chicago, Illinois 60690.

This fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. The Union and the Employer agrees to be bound by and hereby assent to all of the terms of the Trust Agreement creating said CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreements and rules adopted. Their signatures to this collective bargaining agreement shall be deemed sufficient to signify their assent to and will agree to be bound by the terms of said Trust Agreement as fully as though they and each of them had indicated their assent to and executed said Trust Agreement.

The Employer hereby accepts as Employer Trustees, the present Employer Trustees appointed under said Trust Agreement and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement and such other documents or papers as may be necessary to effectuate said Welfare and Pension Programs and the purposes announced therein.

#### ARTICLE XVIII - CER FUND

Effective November 30, 2012, the Employer shall pay to the Teamsters Local Union No. 507 Charitable, Educational and Recreational Fund (referred to herein as the "CER Fund") for each employee covered under the applicable Collective Bargaining Agreement the sum of six dollars and fifty cents (\$6.50) per employee per week for any week or part thereof, for which said employee receives pay effective the first day of employment, as required under the provisions of the Collective Bargaining Agreement. Contributions shall continue for six (6) months in the case of illness and six (6) months in the case of accidents, including industrial accidents, and during any leave taken by the employee under the provisions of The Family and Medical Leave Act. Payments to the Local 507 CER Fund shall be made on or before the 10<sup>th</sup> of the month.

Effective November 30, 2013, the Employer shall pay to the Teamsters Local Union No. 507 Charitable, Educational and Recreational Fund (referred to herein as the "CER Fund") for each employee covered under the applicable Collective Bargaining Agreement the sum of seven dollars (\$7.00) per employee per week for any week or part thereof, for which said employee receives pay effective the first day of employment, as required under the provisions of the Collective Bargaining Agreement. Contributions shall continue for six (6) months in the case of illness and six (6) months in the case of accidents, including industrial accidents, and during any leave taken by the employee under the provisions of The Family and Medical Leave Act. Payments to the Local 507 CER Fund shall be made on or before the 10<sup>th</sup> of the month.

Effective November 30, 2014, the Employer shall pay to the Teamsters Local Union No. 507 Charitable, Educational and Recreational Fund (referred to herein as the "CER Fund") for each employee covered under the applicable Collective Bargaining Agreement the sum of eight dollars (\$8.00) per employee per week for any week or part thereof, for which said employee receives pay

effective the first day of employment, as required under the provisions of the Collective Bargaining Agreement. Contributions shall continue for six (6) months in the case of illness and six (6) months in the case of accidents, including industrial accidents, and during any leave taken by the employee under the provisions of The Family and Medical Leave Act. Payments to the Local 507 CER Fund shall be made on or before the 10<sup>th</sup> of the month.

Said payments to the CER Fund shall be used for charitable contributions on behalf of the industry; educational benefits to union members, including training and apprenticeship programs to promote experienced employees for the industry in the job classifications covered in this Agreement and all other Collective Bargaining Agreements of Local 507; and for recreational purposes for union members and their families and retirees and their families.

The expenditures of the CER Fund shall be managed by the Trustees of the CER Fund. The employers will be represented by no less than three (3) Trustees and the Union will be represented by no less than three (3) Trustees. The undersigned Employer agrees to become a party to the Agreement and Declaration of Trust of the CER Fund and further agrees to be bound by all of the terms and provisions of the Agreement and Declaration of Trust and the Rules and Regulations to be established by the Trustees of the CER Fund.

It is understood and agreed that the CER Fund Agreement and Declaration of Trust and the CER Fund Rules and Regulations will comply with all applicable laws and that the CER Fund has qualified for approval by the Internal Revenue Service so as to permit the undersigned Employer an income tax deduction for the contributions paid hereunder.

#### ARTICLE XIX - CONSTITUTIONALITY OF AGREEMENT

1. If any clause, sentence, paragraph or part of this Agreement shall for any reason be determined by a proper judicial authority to be invalid, such determination shall not affect, impair or invalidate the remainder hereof, but shall be confined in its operation to the clause, sentence, paragraph or parts thereof directly involved in the controversy in which such determination shall have been made.

2. The provisions of this Agreement are hereby declared to be separable and if a court of last resort determines any provision to be in conflict with applicable law, such decision shall not affect the validity or the effectiveness of the remainder of the Agreement, and in such case the parties shall meet within seven (7) days to renegotiate an agreement on the invalidated provision.

3. Any wage and benefit increases set forth in this Agreement which are restricted in any way by law shall be instituted at the earliest date permitted by law to the maximum extent permissible by law. Furthermore, if during the term of this Agreement legislation is enacted which has the effect of preventing or limiting the institution of any wage increases required under this Agreement and/or the payment of any Health and Welfare contributions and/or Pension contributions required under this Agreement, the parties shall meet within seven (7) days to renegotiate a lawful alternative to the invalidated wage increases and/or Health and Welfare and/or Pension contributions.

4. If any proposal submitted by the Union, if granted, may not be put into effect because of applicable legislation, Executive Orders or Regulations dealing with Wage and Price Stabilization, then such proposals, or any part thereof, including any retroactive requirement thereof, shall become effective at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at anytime during the life of this Agreement and any extension thereof.

#### ARTICLE XX - SEVERANCE PAY

1. It is agreed that each employee who is displaced from his employment by reason of plant closing shall be compensated for such displacement provided he has been actively employed by the "Employer" for a period of at least one (1) year. An eligible employee's compensation for his displacement shall be on the basis of forty (40) hours of severance pay (at his straight time hourly rate of pay) for each year of employment.

2. The above described Severance Pay will not be paid to any employee who is offered and accepts equivalent employment with the Company at the same location or with the Company at any location.

3. In the event an eligible employee wishes to remain on the plant seniority list, for the purpose of possible recall, he may elect to defer acceptance of his severance pay for a period of twelve (12) months. At any time during such period, however, he may request his Severance Pay and his seniority shall terminate as of that date. If such employee has not been recalled by the end of such period, he shall be paid his Severance Pay and his seniority shall terminate as of that date.

**ARTICLE XXI - PARTIES**

This Agreement shall be binding upon the Employer, its successors and assigns, upon his heirs, executors, administrators, personal representatives and assigns. In the event the Employer sells, assigns or otherwise transfers the business of the Company whether by sale of stock or assets or otherwise, during the term of this Agreement, the prospective purchaser shall be informed of this Agreement and the sale made contingent upon his or its agreeing to accept or be bound by its terms. Should Company sell all or a major portion of its assets, effect a consolidation, merger, reorganization or perform any other act which would tend to alter, change or amend Company's present business format, status or entity, shall do so subject to the continued existence of this Agreement and shall in any such transaction bind such new Company entity to this Agreement (and any other auxiliary agreements arising therefrom including but not limited to Health and Welfare and Pension Fund Agreements and Declaration of Trusts) as though it were the original Company signator thereto. Company shall forthwith give to Union written notice thereof, designating therein such new Company entity and giving to Union any other pertinent information so as to enable Union to continue, without interruption, its labor relations with such new Company entity.

**ARTICLE XXII - DURATION, MODIFICATION AND TERMINATION**

This Agreement shall be and remain in full force and effect from November 30, 2012, until November 30, 2017, inclusive, and thereafter from year to year; provided that this Agreement will terminate at the expiration of the initial term or any renewal term if either party gives written notice to the other of its desire for termination at least sixty (60) days before such expiration date; and provided that if this Agreement is not so terminated and neither party gives written notice to the other of its desire to change or modify this Agreement at least sixty (60) days before any such expiration date, then this Agreement shall remain in full force and effect after such expiration date until a new Agreement (the terms of which shall be retroactive to such expiration date) has been negotiated and signed or until either party gives the other seven (7) days written notice of termination, and provided further that no termination of this Agreement shall affect the duration of the obligations of the parties concerning payment for employee health and welfare benefits, pensions, dues and assessments.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands at Cleveland, Ohio, the 20<sup>th</sup> day of November, 2012.

TEAMSTERS LOCAL UNION No. 507

Redacted by U.S. Treasury

BY: \_\_\_\_\_

BY: \_\_\_\_\_

CHEMTRADE LOGISTICS, INC.

Redacted by U.S. Treasury

BY: \_\_\_\_\_

BY: \_\_\_\_\_

**RECEIVED**

APR 03 2013

CONTRACT DEPARTMENT

11/27/12  
sm

**AGREEMENT**  
**BETWEEN**  
**CHICAGO BAKING COMPANY**  
**AND**  
**TEAMSTERS LOCAL UNION 662**  
**AND**  
**TEAMSTERS LOCAL UNION 200, FDL**

**APRIL 1, 2012**

**THRU**

**April 1, 2017**

**RECEIVED**

**MAR 26 2015**

**CONTRACT  
DEPARTMENT**

MASTER LABOR AGREEMENT

CHICAGO BAKING COMPANY

**ARTICLE 1**  
MEMORANDUM OF AGREEMENT

This Agreement made and entered into by and between Chicago Baking Company, their successors and assigns hereinafter referred to as the "Employer", and General Teamsters Union, Local No. 662 and Teamsters "General" Local Union No. 200 both affiliated with the International Brotherhood of Teamsters.

WITNESSETH:

Whereas all parties are desirous of preventing strikes and lockouts and to maintain a uniform minimum scale of wages, hours and working conditions among the members of the Union and concerns, individuals and corporations hiring and employing Route Sales Representatives and Extra Route Sales Representatives, and to facilitate a peaceful adjustment of all grievances and disputes which may arise from time to time between the Employer and his individual employees in the occupation above described, the following conditions are set forth:

**ARTICLE 2**  
UNION RECOGNITION

The Employer agrees to recognize the Local Union described in the Memorandum of Agreement contained herein as the sole bargaining agent in the matter of wages, hours and working conditions for all Route Sales Representatives and Extra Route Sales Representatives, as described in the supplements attached to this Agreement and made part hereof.

**ARTICLE 3**  
UNION SECURITY

Section 1. All present employees who are members of the Union on the effective date of this Article shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this Article, whichever is the later.

Section 2. A new employee shall work under the provisions of this Agreement, but shall be employed only on a sixty (60) day trial basis during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against union members. After sixty (60) days, the employee shall be placed on the regular seniority list acquiring seniority retroactive to his original date of hire. The Company shall have the right to extend an employee's probationary period for up to thirty (30) days providing there is mutual agreement between the Company, the Union and the employee.

**ARTICLE 32**  
**HOLIDAYS**

Section 1. All route sales representatives and extra route sales representatives shall receive, in addition to their regular base pay and commission or minimum weekly guarantee; whichever is the greater, \$52.00 for each of the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

(Or days celebrated as such).

Employee's birthday for employees with one (1) or more years of service.

If an employee chooses a vacation week in which a holiday occurs, he shall receive \$52.00 holiday pay in addition to his vacation pay.

Section 2. If the employee's birthday falls within a week that is impossible for the Employer to allow the employee off, said employee shall work on his birthday and the Employer agrees that by mutual agreement another day off will be given to the employee.

**ARTICLE 33**  
**PENSION**

Section 1. 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 the contract.

Section 2. By 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 taken or to be taken by such Trustees within the scope of their authority.

Section 3. 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 contribution 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. This paragraph shall not be applicable to part-time employees and to employees who have only casual employment.

Section 4. Contributions payable to the above referenced pension fund shall be as follows:  
For the duration of the contract, the Benefit Level will be 17A and contribution rates will be as follows:

APRIL 1, 2012	\$183.80 WEEKLY
APRIL 1, 2013	\$191.20 WEEKLY

APRIL 1, 2014	\$198.90 WEEKLY
APRIL 1, 2015	\$206.90 WEEKLY
APRIL 1, 2016	\$215.20 WEEKLY

**ARTICLE 34**  
**HEALTH & WELFARE**

- Section 1.** Effective November 1, 2014, and for the duration of this agreement, the Company agrees to make contributions to the International Brotherhood of Teamsters Local 734 Health and Welfare Fund in the amount of **(\$245.80)** per week, per employee. **The employee shall make through payroll deduction, a pre-tax contribution of \$5.00 per week.**
- Section 2.** If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions to the Welfare Fund for a period of one month. If an employee is injured on the job, the Company 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.
- Section 3.** Notwithstanding anything herein contained, it is agreed that in the event the Company is delinquent at the end of a monthly period in payment of its contributions to the welfare fund, in accordance with the rules and regulations of the Trustees of such welfare fund giving seventy-two (72) hour notice to the Company of such delinquency, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made. It is further agreed that in the event such action is taken, the Company shall be responsible to the employees for losses resulting there from.
- Section 4.** If a National Health Insurance Plan or Program is enacted during the term of this agreement the parties agree to meet to discuss the ramifications of the Nation Health Insurance Plan on the Union Health Plan and the Employers contribution toward health care coverage.

**ARTICLE 35**  
**WORKWEEK**

- Section 1.** **ROUTE SALES REPRESENTATIVES**
- (A) The workweek shall consist of five (5) days, which need not be consecutive.
- (B) During holiday weeks, management shall have the right to determine the dropout day.
- (C) All goods delivered by special delivery or called for shall be paid for at the prevailing commission rates to such sales representative or whose route these deliveries have been made. This does not apply where the deliveries are made by an hourly rated transport driver. If the present method of distribution is changed, it is agreed that this section shall be open for negotiations of the new classification and rate.
- (D) Extra Route Sales Representatives shall receive the weekly guarantee or the commission and base of the route they service, whichever is higher.
- (E) No route sales representative shall be compelled to take special orders out with his personal vehicle.
- (F) Wednesday and Sunday pull up work will be offered to employees based on seniority.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**CHICAGO BAKING COMPANY**

AND

GENERAL CHAUFFEURS, HELPERS AND SALES DRIVERS  
**TEAMSTERS LOCAL UNION NO. 325**

AFFILIATED WITH

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

September 15, 2013 through September 16, 2017

**RECEIVED**

MAY 27 2015

**CONTRACT  
DEPARTMENT**



## **AGREEMENT**

**THIS AGREEMENT** made and entered into by and between CHICAGO BAKING COMPANY, hereinafter referred to as "Employer," and the GENERAL CHAUFFEURS, HELPERS AND ROUTE SALES REPRESENTATIVES TEAMSTERS LOCAL UNION NO. 325, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, referred to as "Union," both of the city of Rockford, Winnebago County, Illinois.

**WITNESSETH:**

THAT WHEREAS both parties are desirous of preventing strikes and lockouts and to maintain a uniform minimum scale of wages, working hours, and conditions among the members of the Union and concerns, individuals and companies hiring and employing Route Sales Representatives and helpers, and to facilitate a peaceful adjustment of all grievances and disputes which may arise from time to time between the Employer and his individual employees in the occupation above described, the following conditions are set forth:

### **ARTICLE 1 DECLARATION OF POLICY**

That in this contract, the employees referred to shall be termed all full-time and part-time non-supervisory Route Sales Representatives, and it is understood that the words "route sales representative" shall mean an employee who is hired to sell and deliver bakery products to customers of the Employer, over regular routes and not including personnel in a supervisory capacity, it being understood that supervisors may run routes during vacation, sickness and other times that salespersons are not available. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. 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 at the time the seller, transferee or lessor executes any contract, or transaction as herein described.

### **ARTICLE 2 RECOGNITION**

Section 1. The Employer recognizes and acknowledges that the Union is the duly authorized collective bargaining representative for all employees within the job classifications and units covered by this agreement.

It is agreed that neither the Employer, nor the union, shall engage in, or encourage employment practices which discriminate against applicants or employees on the basis of race, color, creed, age, sex, or national origin.

It shall be a condition of employment that all employees of the Employer 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 on the effective date of this agreement shall, on the thirtieth (30) day or such longer period as the parties may specify following the effective date of this agreement, become and remain members in good

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.

**ARTICLE 26  
PENSION**

Section 1. Effective September 15, 2013 the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$193.10 per employee per week, either worked or compensated. Effective September 14, 2014 the Employer shall contribute \$204.70 per employee per week to Central States, Southeast and Southwest areas pension fund. Effective September 20, 2015 the Employer shall contribute \$217.00 per employee per week to the Central States, Southeast and Southwest Areas Pension Fund. Effective September 11, 2016 the employer shall contribute \$230.02 per employee per week to the Central States, Southeast and Southwest Areas Pension Fund.

Section 2. The Employer signatory to this agreement is bound by the rules of the Central States, Southeast and Southwest Areas Pension Fund Trust Agreement and Participation Agreement.

Section 3. Payments on new employees shall commence after thirty (30) calendar days of employment.

Section 4. The Employer shall make the required contributions if an employee is on layoff and is recalled within thirty (30) days. 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.

**ARTICLE 27  
FUNERAL LEAVE**

An employee, suffering the death of a mother, mother-in-law, father, father-in-law, brother, sister, wife, child, grandparents and grandparents-in-law, which requires his absence from work, will be permitted up to a maximum of three (3) consecutive days off without loss of pay, for the regular work days on which he would have worked but for his absence to attend the funeral. Documentation of funeral attendance may be required. Any reasonable request for documented unpaid funeral leave will be granted.

**ARTICLE 28  
SUBSTANCE ABUSE**

The Employer and the Union agree to support the BITLC or similar substance abuse program and will cooperate when such is ready for implementation.

**ARTICLE 29  
AMERICANS WITH DISABILITIES/FAMILY LEAVE**

The parties recognize the Americans with Disabilities Act and the Family Medical Leave Law and agree to attempt to comply with them. Employees shall have the option of, but shall not be required to, use compensatory time when absent from work under the Family Medical Leave Act.

**AGREEMENT**

**BETWEEN**

**CHICAGO BAKING COMPANY**

**AND**

**TEAMSTERS, CHAUFFEURS & HELPERS  
LOCAL UNION NO. 627**

**COVERING ROUTE SALES REPRESENTATIVES**

**EFFECTIVE DECEMBER 10, 2013 – DECEMBER 16, 2017**

**RECEIVED**

JUN 15 2015

**CONTRACT  
DEPARTMENT**

## AGREEMENT

This Agreement made and entered into this 10th day of December, 2013, by and between Chicago Baking Company, hereinafter referred to as the Party of the First Part, and hereinafter called the "Employer", and Teamsters, Chauffeurs & Helpers Local Union No. 627, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

### ARTICLE 1 - RECOGNITION AND UNION SECURITY

Section 1. The Employer recognizes the Union as the sole bargaining agent of all those employees, employed, as classified under Article 2.

Section 2. (a) It is agreed that all present employees in the bargaining unit, not now members of the Union, must become members of the Union not later than thirty-one (31) days from the date of the execution of this Agreement and retain their membership in good standing throughout the term of this Agreement. It is agreed that all new employees hired by the Employer must become members of the Union not later than thirty-one (31) days from the date of their employment and retain their membership in good standing for the term of the Agreement.

(b) New employees shall file membership applications with the Union in sufficient and reasonable time for the above purpose.

(c) The Employer agrees to notify the Union, in writing, within thirty-one (31) days of all newly-hired employees.

Section 3. A new employee shall work under the provisions of this Agreement but shall be employed only on a thirty (30) day trial basis during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After thirty (30) days, the employee shall be placed on a regular seniority list. The thirty (30) day probation period can be extended to sixty (60) days by mutual written agreement between the Union and the Company.

Section 4. Route foremen and supervisors are conceded to be employed in executive positions.

Section 5. (a) The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues and initiation fees. No deduction shall be made which is prohibited by any applicable law.

(b) Check off deductions shall begin with the month following the month that the Employer receives the authorization, thereafter the Employer will deduct the membership dues and initiation fees from the first pay period in each succeeding month in which the employee has sufficient net earnings to cover Union membership and initiation fees.

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 Plan during the period of absence.

Section 3. Health and Welfare coverage must be provided 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 Health Plan. 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.

Section 4. Action for delinquent contributions may be instituted by either the Local Union, the Area Conference or the Trustees. Employers who are delinquent must also pay all attorney fees and cost of collections.

Section 5. 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 this contribution to the Health and Welfare Fund created under this contract, in accordance with the rules and regulations of the Trustees of such funds, after the proper official of the Local Union has given seventy-two (72) hours' notice to the Employer of such delinquency in Health and Welfare payments, the employees or their representatives shall have the right to take such action as may be 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.

#### **ARTICLE 19 - PENSION PLAN**

Section 1. Effective December 10, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Two Hundred and Eight dollars and eighty cents (\$208.80) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more and who works for one (1) or more days in any given week. Effective December 14, 2014, this contribution shall increase to Two Hundred Seventeen Dollars and Twenty Cents (\$217.20) per week; effective December 13, 2015, Two Hundred Twenty Five Dollars and Ninety Cents (\$225.90) per week; and December 11, 2016 to Two Hundred and Thirty Four Dollars and Ninety Four Cents (\$234.94) per week where it shall remain for the life of the Agreement. Any day for which an employee receives compensation from the Employer under the terms of this Agreement shall be considered the same as a day worked.

Section 2. 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 contracts to which Employers who are party to this Agreement 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 their authority.

Section 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 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 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 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.

Section 6. The Pension Fund so established will qualify under any appropriate section of the Internal Revenue Code of 1956 so as to insure that the Employer's contributions thereto will be considered as ordinary business expense in the tax year in which payments are made. All documents incidental thereto, must be drawn conforming to all Federal and State laws.

Section 7. 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 this contribution to the Pension Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, after the proper official of the Local Union has given seventy-two (72) hours' notice to the Employer of such delinquency in pension payments, the employees or their representatives shall have the right to take such action as may be 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.

#### **ARTICLE 20- PROTECTION OF RIGHTS**

Section 1. Picket Lines. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute or refuses to go through or work behind any primary picket line recognized by Local 627, including primary picket lines of Local 627 at the Employers' places of business.

If a route sales representative has product on his truck, he will be allowed to deliver that day only and will not be required to deliver again while the primary picket line exists.

Section 2. Struck Goods. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any service which his employer undertakes to perform as an ally of an Employer or person whose employees are on

AGREEMENT  
BETWEEN  
CHICAGO BAKING COMPANY  
AND  
TEAMSTERS LOCAL UNION 662  
AND  
TEAMSTERS LOCAL UNION 200, FDL

**APRIL 1, 2012**

**THRU**

**April 1, 2017**

**RECEIVED**

**MAR 20 2015**

**CONTRACT  
DEPARTMENT**

MASTER LABOR AGREEMENT

CHICAGO BAKING COMPANY

**ARTICLE 1**  
MEMORANDUM OF AGREEMENT

This Agreement made and entered into by and between Chicago Baking Company, their successors and assigns hereinafter referred to as the "Employer", and General Teamsters Union, Local No. 662 and Teamsters "General" Local Union No. 200 both affiliated with the International Brotherhood of Teamsters.

WITNESSETH:

Whereas all parties are desirous of preventing strikes and lockouts and to maintain a uniform minimum scale of wages, hours and working conditions among the members of the Union and concerns, individuals and corporations hiring and employing Route Sales Representatives and Extra Route Sales Representatives, and to facilitate a peaceful adjustment of all grievances and disputes which may arise from time to time between the Employer and his individual employees in the occupation above described, the following conditions are set forth:

**ARTICLE 2**  
UNION RECOGNITION

The Employer agrees to recognize the Local Union described in the Memorandum of Agreement contained herein as the sole bargaining agent in the matter of wages, hours and working conditions for all Route Sales Representatives and Extra Route Sales Representatives, as described in the supplements attached to this Agreement and made part hereof.

**ARTICLE 3**  
UNION SECURITY

Section 1. All present employees who are members of the Union on the effective date of this Article shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this Article, whichever is the later.

Section 2. A new employee shall work under the provisions of this Agreement, but shall be employed only on a sixty (60) day trial basis during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against union members. After sixty (60) days, the employee shall be placed on the regular seniority list acquiring seniority retroactive to his original date of hire. The Company shall have the right to extend an employee's probationary period for up to thirty (30) days providing there is mutual agreement between the Company, the Union and the employee.



**ARTICLE 32**  
**HOLIDAYS**

Section 1. All route sales representatives and extra route sales representatives shall receive, in addition to their regular base pay and commission or minimum weekly guarantee; whichever is the greater, \$52.00 for each of the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

(Or days celebrated as such).

Employee's birthday for employees with one (1) or more years of service.

If an employee chooses a vacation week in which a holiday occurs, he shall receive \$52.00 holiday pay in addition to his vacation pay.

Section 2. If the employee's birthday falls within a week that is impossible for the Employer to allow the employee off, said employee shall work on his birthday and the Employer agrees that by mutual agreement another day off will be given to the employee.

**ARTICLE 33**  
**PENSION**

Section 1. 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 the contract.

Section 2. By 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 taken or to be taken by such Trustees within the scope of their authority.

Section 3. 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 contribution 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. This paragraph shall not be applicable to part-time employees and to employees who have only casual employment.

Section 4. Contributions payable to the above referenced pension fund shall be as follows:  
For the duration of the contract, the Benefit Level will be 17A and contribution rates will be as follows:

APRIL 1, 2012	\$183.80 WEEKLY
APRIL 1, 2013	\$191.20 WEEKLY

APRIL 1, 2014	\$198.90 WEEKLY
APRIL 1, 2015	\$206.90 WEEKLY
APRIL 1, 2016	\$215.20 WEEKLY

**ARTICLE 34**  
**HEALTH & WELFARE**

- Section 1. Effective November 1, 2014, and for the duration of this agreement, the Company agrees to make contributions to the International Brotherhood of Teamsters Local 734 Health and Welfare Fund in the amount of **(\$245.80)** per week, per employee. **The employee shall make through payroll deduction, a pre-tax contribution of \$5.00 per week.**
- Section 2. If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions to the Welfare Fund for a period of one month. If an employee is injured on the job, the Company 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.
- Section 3. Notwithstanding anything herein contained, it is agreed that in the event the Company is delinquent at the end of a monthly period in payment of its contributions to the welfare fund, in accordance with the rules and regulations of the Trustees of such welfare fund giving seventy-two (72) hour notice to the Company of such delinquency, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made. It is further agreed that in the event such action is taken, the Company shall be responsible to the employees for losses resulting there from.
- Section 4. If a National Health Insurance Plan or Program is enacted during the term of this agreement the parties agree to meet to discuss the ramifications of the Nation Health Insurance Plan on the Union Health Plan and the Employers contribution toward health care coverage.

**ARTICLE 35**  
**WORKWEEK**

- Section 1. **ROUTE SALES REPRESENTATIVES**
- (A) The workweek shall consist of five (5) days, which need not be consecutive.
- (B) During holiday weeks, management shall have the right to determine the dropout day.
- (C) All goods delivered by special delivery or called for shall be paid for at the prevailing commission rates to such sales representative or whose route these deliveries have been made. This does not apply where the deliveries are made by an hourly rated transport driver. If the present method of distribution is changed, it is agreed that this section shall be open for negotiations of the new classification and rate.
- (D) Extra Route Sales Representatives shall receive the weekly guarantee or the commission and base of the route they service, whichever is higher.
- (E) No route sales representative shall be compelled to take special orders out with his personal vehicle.
- (F) Wednesday and Sunday pull up work will be offered to employees based on seniority.

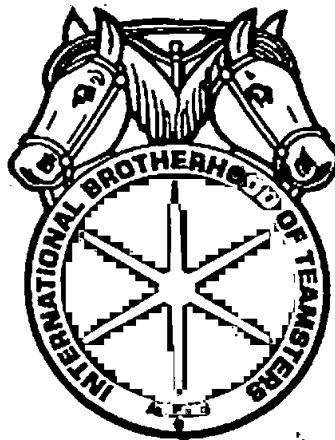
**AGREEMENT**

**BETWEEN**



**AND**

**TEAMSTERS UNION LOCAL NO. 695**



**May 6, 2010 through May 6, 2017**

**RECEIVED**

**MAR 20 2015**

**CONTRACT  
DEPARTMENT**

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 6th day of May, 2010, between Chicago Baking Company, hereinafter referred to as the "Employer", and Drivers, Salesmen, Warehousemen, Milk Processors, Cannery, Dairy Employees and Helpers Union Local No. 695, of Madison, Wisconsin, hereinafter referred to as the "Union".

### **WITNESSETH:**

Whereas both parties are desirous of maintaining uniform wages, hours and working conditions; of preventing strikes and lockouts; and to facilitate peaceful adjustment of all grievances and disputes which may arise between the parties, the following conditions are set forth.

### **ARTICLE 1. UNION SHOP**

**Section 1.** The Employer has the privilege of employing all new employees. All present employees who are not members of the Union after the effective date of this Agreement shall apply for and become members within thirty-one (31) days and Union membership shall thereafter, be a condition of employment. All new employees shall file application for membership in the Union and shall become members of the Union within thirty-one (31) days, and shall, as a condition of employment, remain members in good standing in the Union for the life of this Agreement. The Union agrees to accept all such new employees into membership upon the same terms and conditions as govern the admission to such membership.

**Section 2.** When the Employer needs additional help he shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

### **ARTICLE 2. PICKET LINE**

**Section 1.** It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute; or refuses to go through or work behind any primary picket line of unions party to this Agreement, including primary picket lines at the Employer's places of business.

**ARTICLE 16. HEALTH AND WELFARE**

**Section 1.** All Route Sales and Extra Route Sales Representatives will convert to Local 734 Health Plan on or before November 1, 2014. Coverage begins on the 31<sup>st</sup> day of employment.

Effective with the conversion of health plan, the Company will pay Two Hundred Forty-Five Dollars and Eighty Cents (\$245.80) per week for the duration of the Agreement.

Effective with the pay period beginning November 2, 2014, all Route Sales and Extra Route Sales Representatives will make a Five Dollar (\$5.00) pre-tax contribution for the duration of the Agreement.

**ARTICLE 17 - PENSION**

**Section 1.** The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund (Class 17b) per each employee covered by this Agreement who has been on the payroll thirty (30) days or more, as follows:

Effective May 2014 .....	\$204.70 per week
Effective May 2015 .....	\$217.00 per week
Effective May 2016 .....	\$225.70 per week

There shall be no other Pension Fund under this Contract.

By the execution of this Agreement, the Employer authorizes the Employer's Association who are parties thereto 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

CHICAGO BAKING COMPANY

# Employee Agreement

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November 10, 2013-November 11, 2017

**Local 734-Badley/Joliet**

**RECEIVED**

MAY 27 2015

CONTRACT  
DEPARTMENT

## **AGREEMENT**

**AGREEMENT** between Chicago Baking Company hereinafter referred to as the "Employer", and the Bakery, Cracker, Pie, Yeast Drivers and Miscellaneous Workers Union, LOCAL 734, Affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union".

### **ARTICLE 1 Management Rights**

The Company retains the right to promulgate, enforce, and periodically modify or change written rules and regulations not in conflict with the express provisions of this agreement as it may from time to time deem best for the purposes of maintaining order, discipline, safety, and/or effective operation of the company and, after advance notice thereof to the Union and the Employees, to require compliance therewith by Employees. It is recognized that the Union reserves the right to question the reasonableness of the rules or regulations issued pursuant to this particular paragraph through the Grievance procedure and Arbitration procedure herein within the time limits set forth in such procedures after receipt of a copy of such rules and regulations, but the effectuation of such written Company rules and regulations shall not be stayed pending Grievance or Arbitration procedures.

### **ARTICLE 2 Recognition and Union Security**

**SECTION 1.** The Employer recognizes the Union as the sole collective bargaining agent for all Employees covered by the provisions of Article 25 of this Agreement.

**SECTION 2.** This Agreement shall apply to wages, hours, health and welfare, pensions and other terms and conditions of employment for all employees employed by the employer and all other matters included herein.

**SECTION 3.** All present Employees who are members of the Union on the effective date of this Section or on date of the execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present Employees who are not members of the Union and all Employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 30th day following the effective date of this Agreement, whichever is the later.

**SECTION 4.** The Employer may hire new Employees from any available source. This Article, with respect to membership in the Union, shall be subject to change to conform to any change in the National Labor Relations Act or any final judicial or administrative interpretation thereof. Each month the employer shall furnish the union a list of all new Employees in the bargaining unit.

**SECTION 5.** The Employer agrees to deduct the Union's periodic dues and initiation fees from the pay of each Employee who individually authorizes said deductions in writing and to remit the amounts so deducted to the Union. Said deduction authorization shall be in such form as to conform to Section 302(c) of the Labor-Management Relations Act of 1947.

**SECTION 5.** The foregoing provisions with respect to the Health and Welfare Trust, Plan and Fund are subject in all respects to the provisions of the Labor-Management Relations Act of 1947, and any amendments thereto.

**ARTICLE 27**  
**Pension**

**SECTION 1.** The Union and the Employer party hereto, have agreed to the establishment of a Pension Fund for the benefit of the employees of the Employer represented by the Union, covered by the terms of this Agreement.

**SECTION 2.** The Employer agrees to make weekly contributions to the aforesaid Central States Pension Fund:

**11/10/13 \$138.10**  
**11/09/14 \$143.60**  
**11/08/15 \$149.30**  
**11/06/16 \$155.30**

**SECTION 3.** The method of paying and calculating Employer contributions, excepting only as to amounts, shall be in accordance with provisions set forth in this Agreement with respect to Health and Welfare payments.

**SECTION 4.** The Pension Fund will be jointly administered by a Board of Trustees in accordance with the Trust Agreement and arrangements drafted by the parties hereto, on which Board of Trustees, the Union as one party, and the Employers as another party, will have an equal number of Trustees appointees.

**SECTION 5.** All monies paid into the Pension Fund will be used by the Trustees for the purpose of providing a Pension Plan for the employees, formulated by said Trustees with the assistance of a qualified Pension Consultant.

**SECTION 6.** The Pension Plan shall qualify under the appropriate provisions of the Internal Revenue Code to insure that the Employer contributions thereto will be deductible as ordinary business expenses.

**SECTION 7.** The parties hereto have executed an Agreement and Declaration of Trust, for the purpose hereinabove set forth.

**SECTION 8.** As the material part of the consideration for the foregoing, the Union on behalf of its members does now hereby release any Employer signatory hereto from any and all obligations to continue or maintain an Employer or Employer-employee funded retirement plan, which an Employer may have had in existence on the effective date hereof, it being understood that as of said effective date all Union members subject hereto shall be deemed to have withdrawn from any such company plan in accordance



with and subject to the terms thereof, and to have waived any and all rights to rejoin such company plan so long as the Employer is making payments on his behalf into the Union Pension Trust Fund.

**SECTION 9.** The Employer recognizes the necessity of making prompt Health and Welfare and Pension contributions, the possibility that employee's 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 for thirty (30) consecutive days in making payments to either the Health and Welfare or Pension Funds, the Union, upon seventy-two hours prior written notice via certified mail or telegram may strike the Employer to force payments.

**ARTICLE 28**  
**Contract reopener**

In the event any additional contribution(s) is required to the Pension fund over and above those agreed to in this Agreement, the Employer and the Union shall have the right, upon written notice to either party, to reopen the contract for the purpose of negotiating the impact of any such additional required contribution(s).

**ARTICLE 29**  
**Termination**

**SECTION 1.** This Agreement shall become effective as of November 10, 2013 and shall continue in effect until November 11, 2017 inclusive.

**SECTION 2.** It is further agreed that either of the parties to this Agreement desiring to change, modify or cancel this Agreement shall give sixty (60) days' written notice to the other party, prior to the expiration of this Agreement.

IN WITNESS this \_\_\_\_\_

Local 734

By: \_\_\_\_\_  
President

CHICAGO BAKING COMPANY

By: \_\_\_\_\_  
Vice President-General Manager

By: \_\_\_\_\_  
Vice President, Human Resources

AGREEMENT

between

TEAMSTERS LOCAL NO. 279  
Decatur, Illinois

COVERING SALES DRIVERS

and

CHICAGO BAKING COMPANY

August 30, 2013 to and including August 29, 2016

RECEIVED

AUG 28 2014

CONTRACT

8/30/13 - 8/29/16

AGREEMENT

COVERING SALES DRIVERS IN THE BAKING INDUSTRY  
TEAMSTERS LOCAL NO. 279  
DECATUR, ILLINOIS

THIS AGREEMENT, made and entered into this 30th day of August, 2013, by and between the Employers signatory hereto, or their successors or assignees, hereinafter referred to as the Employer, and the International Brotherhood of Teamsters, Local No. 279, hereinafter referred to as the Union.

Whereas both parties are desirous of preventing strikes and lockouts, and to maintain a uniform scale of wages, working hours and conditions among the members of the Union and the Employer, the following conditions are set forth:

ARTICLE 1  
MANAGEMENT'S RIGHTS

The right to hire and maintain order and efficiency is the sole responsibility of the Employer. The right to discipline and discharge for cause is likewise the sole responsibility of the Employer, provided such acts do not conflict with this Agreement.

The Employer construes and the Union recognizes the provisions of this Agreement as constituting limitations and being the only limitation upon Management's right to manage its business.

ARTICLE 2  
RECOGNITION

Section 1. The Employer 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 Employer as herein defined.

Section 2. The term "employee" as used in this Agreement shall include driver salespersons, special delivery drivers, relief driver salespersons, and delivery persons of all types coming under the divisions of this Agreement.

Section 3. The Employer will neither negotiate nor make collective bargaining

**ARTICLE 28**  
**PENSION PLAN**

Section 1. Effective April 25, 2014, the Employer, in order to provide pension on retirement for their employees, shall pay to the Central States, Southeast and Southwest Areas Pension Fund, One Hundred Forty dollars and twenty cents (\$140.20) per week on each regular employee.

Effective April 25, 2015 the payment increases to \$148.80.

Effective April 25, 2016 the payment increases to \$154.50.

Effective April 25, 2017 the payment increases to \$160.70.

Effective April 25, 2018 the payment increases to \$167.10.

No payments will be made on new employees until after thirty (30) days of employment.

Section 2. The Employer agrees to be bound to the rules of the Trust Agreement.

Section 3. If an employee is absent because of illness or off-the-job injury, 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.

**ARTICLE 29**  
**HEALTH AND WELFARE**

Section 1. Effective August 30, 1999, coverage will be provided by the Decatur Sales Drivers Plan. A summary of benefits is attached to this agreement as Appendix A.

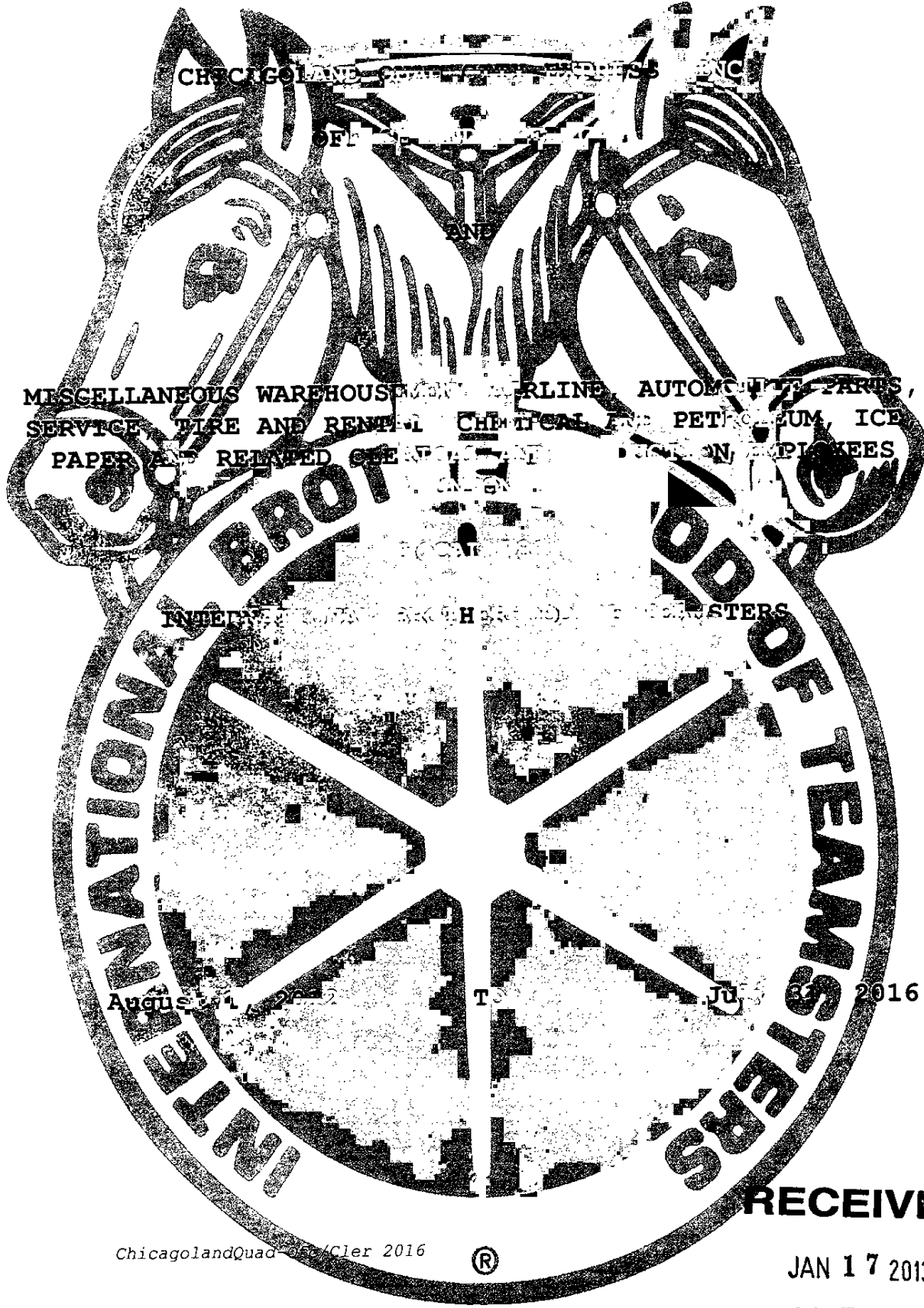
Effective January 3, 2010 all employees covered by the Health and Welfare Plan will contribute Ten Dollars (\$10.00) per week towards the plan.

Effective August 30, 2014 all employees covered by the Health and Welfare Plan will contribute Fifteen Dollars (\$15.00) per week towards the plan.

Effective August 30, 2015 all employees covered by the Health and Welfare Plan will contribute Twenty Dollars (\$20.00) per week towards the plan.

Employees may elect to utilize pre-tax dollars for payment of the contribution. walk-out, or any unauthorized cessation of work in violation of this Agreement, the Union

AGREEMENT



CHICAGOLAND QUAD

OFFICE

AND

MISCELLANEOUS WAREHOUSE, AIRLINE, AUTOMOBILE PARTS, SERVICE, TIRE AND RENTAL, CHEMICAL AND PETROLEUM, ICE, PAPER AND RELATED OPERATIONS, UNION, EMPLOYEES

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

August 1, 2016 to June 30, 2016

RECEIVED

ChicagolandQuad Cler 2016



JAN 17 2013

CONTRACT DEPARTMENT

AGREEMENT

THIS AGREEMENT made and entered into this 1ST day of August, 2012, by and between Chicagoland Quad City Express, Inc., Bridgeview, Illinois hereinafter called the "Company and MISCELLANEOUS WAREHOUSEMEN, AIRLINE, AUTOMOTIVE PARTS, SERVICE, TIRE AND RENTAL, CHEMICAL AND PETROLEUM, ICE, PAPER AND RELATED CLERICAL AND PRODUCTION EMPLOYEES UNION, LOCAL NO. 781, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the "Union" which is recognized by the Company as the exclusive bargaining agency for all employees employed by the Company as Office and Clerical, hereinafter defined, which employees are hereinafter referred to as the "Employees". It is negotiated for the purpose of specifying wage schedules, hours of work, conditions of employment, adjustment of grievances, and for the further purpose of preventing strikes, lockouts and other disturbances, thus insuring and perpetuating harmonious relations between the Company and the Union.

WITNESSETH:

ARTICLE 1            UNION MEMBERS

(A) It shall be a condition of employment that all employees of the Company 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 on the effective date of this Agreement shall, on the thirtieth day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing in the Union. The term 'members' in good standing' shall be limited to the payment of initiation fees and membership dues uniformly required as a condition of acquiring or maintaining membership.

(B) Whenever any employee covered by this Agreement has executed and delivered to the Company a proper written assignment for the deduction of Union dues, initiation fees or assessments by the Company from the employee's wage, the Company agrees to make such deduction and send the Company's check for the amount so deducted, together with a list of the individuals from whom the deductions were made to the Union, each month.

ARTICLE 12 DEATH IN FAMILY

An employee with six (6) months or more of continuous service who requires time off from actual work on straight-time working days by reason of death in the immediate family shall be entitled to a maximum of three (3) straight-time working days off with pay. The "immediate family" shall be limited to the employees' father, mother, brothers, sisters, spouse, children, mother-in-law, father-in-law. The counting of the three (3) days shall commence on the day of death, or the day following depending on which day the employee first requires time off.

ARTICLE 13 REST PERIODS

There shall be two (2) fifteen minute paid breaks each day, one before lunch and one after lunch.

ARTICLE 14 TIME CLOCKS

The company shall implement payroll time keeping on a 1/10<sup>th</sup> hour basis. Payroll docking shall commence at seven minutes past the scheduled starting time. One or more minutes late shall be considered tardy for attendance tracking purposes.

ARTICLE 15 NO FAULT PROGRESSIVE TARDINESS PROGRAM

Employees who report late: 5 times in a rolling one-year time period will receive a verbal warning; 9 times will receive a written warning; and 13 times will be terminated. Whether the employee is at fault or not will not be considered. Grievances of each tardiness must be filed within one week of the tardiness being recorded.

ARTICLE 16 DRIVE

The Company agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Company of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Company shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck.

ARTICLE 17 PENSION FUND

Effective August 1, 2012, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred thirteen dollars and twenty cents (\$113.20) per week

for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Such payments shall be made to the Central States, Southeast and Southwest Areas Pension Fund in accordance with the trust instrument establishing said Pension Fund. Effective August 1, 2013, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred seventeen dollars and twenty cents (\$117.20) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Such payments shall be made to the Central States, Southeast and Southwest Areas Pension Fund in accordance with the trust instrument establishing said Pension Fund. Effective August 1, 2014 the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred twenty-two dollars and forty cents (\$122.40) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective August 1, 2015, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred twenty-seven dollars and thirty cents (\$127.30) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective August 1, 2016, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred thirty-two dollars and forty cents (\$132.40) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Such payments shall be made to the Central States, Southeast and Southwest Areas Pension Fund in accordance with the trust instrument establishing said Pension Fund. The Company ratifies and confirms the appointment of the Employer trustees, who shall together with their successor trustees, designated in the manner provided in said trust instruments, and jointly with an equal number of trustees appointed by the labor organizations, carry out the terms and conditions of the trust instruments.

If an employee is absent because of illness or off-the-job injury and notifies the company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Company 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 Company 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. Contributions to the 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 contract, including weeks where work is performed for the Company 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.



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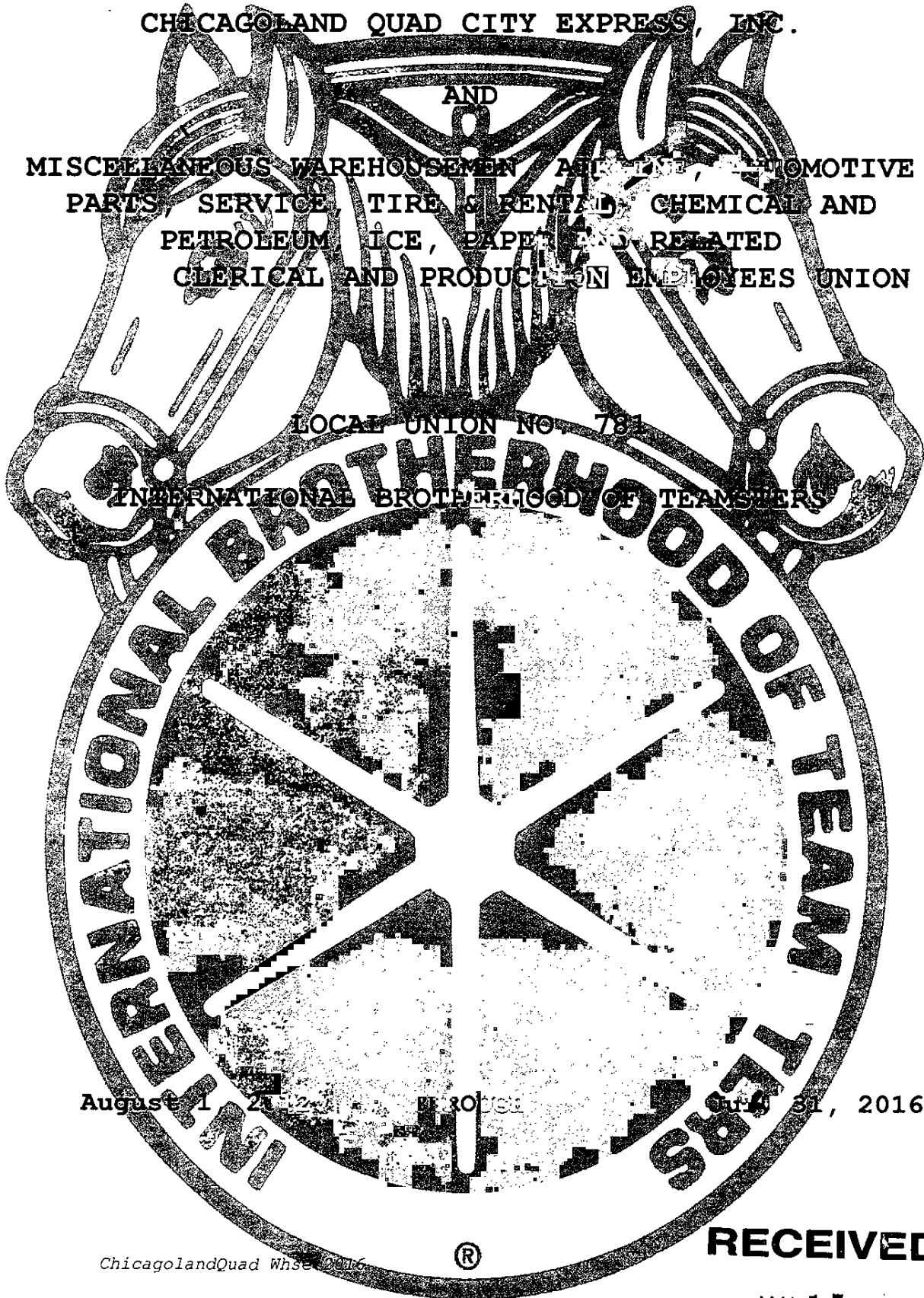
CHICAGOLAND QUAD CITY EXPRESS, INC.

AND

MISCELLANEOUS WAREHOUSEMEN AIRLINE, AUTOMOTIVE  
PARTS, SERVICE, TIRE & RENTAL, CHEMICAL AND  
PETROLEUM, ICE, PAPER AND RELATED  
CLERICAL AND PRODUCTION EMPLOYEES UNION

LOCAL UNION NO. 781

INTERNATIONAL BROTHERHOOD OF TEAMSTERS



August 1, 2012 - 2013

ChicagolandQuad Whse 2016



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JAN 17 2013

CONTRACT  
DEPARTMENT

LABOR CONTRACT AND WORKING AGREEMENT

THIS AGREEMENT made and entered into this 1st day of August, 2012, by and between Chicagoland Quad City Express, Inc., hereinafter called the "Company and MISCELLANEOUS WAREHOUSEMEN, AIRLINE, AUTOMOTIVE PARTS, SERVICE TIRE AND RENTAL, CHEMICAL AND PETROLEUM, ICE, PAPER AND RELATED CLERICAL AND PRODUCTION EMPLOYEES UNION LOCAL NO .781, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS hereinafter called the "Union" which is recognized by the Company as the bargaining agency for all employees employed by the Company as Pre-Assemblers, Warehousemen, Checkers, Order Fillers, Order Pickers, Fork truck and Tractor Operators, Head Checkers and or/Group Leaders and Working Foremen, as hereinafter defined, which employees are hereinafter referred to as the "Employees". It is negotiated for the purpose of specifying wage schedules, hours of work, conditions of employment, adjustment of grievances, and for the further purpose of preventing strikes, lockouts and other disturbances, thus insuring and perpetuating harmonious relations between the Company and the Union.

WITNESSETH

ARTICLE 1

Union Members:

(A) It shall be a condition of employment that all employees of the Company 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 who are not members on the effective date of this Agreement shall, on the thirtieth day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing in the Union. The term 'members' in good standing' shall be limited to the payment of initiation fees and membership dues uniformly required as a condition of acquiring or maintaining membership.

(B) Whenever any employee covered by this Agreement has executed and delivered to the Company a proper written assignment for the deduction of Union dues, initiation fees or assessments by the Company from that employee's wage, the Company agrees to make such deduction and to send the Company's check for the amount so deducted, together with a list of the individuals from whom the deductions were made to the Union each month.

(C) The term "Warehousemen" shall embrace all employees, who handle merchandise within, into or out of the warehouse.

(D) New employees hired by the employer shall be considered temporary employees for a probationary period of the first 180

(e) The Employer agrees to pay any increase in the above contribution rates, that the Trustees for the Health & Welfare Fund deem necessary to maintain the current benefit level.

(f) In the event the Employer fails to pay the monthly contribution to the Fund on behalf of any employee covered hereunder, the Employer agrees to be responsible for the benefits which would have been provided by such insurance coverage.

(g) The company shall provide a disability payment in the amount of \$125.00 per week up to a maximum of two weeks, for employees who are disabled due to an off the job illness or injury.

ARTICLE 12 .  
PENSION

Effective August 1, 2012 the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred-thirty three dollars and seventy cents (\$133.70) per week (Schedule B) for each employee covered by this Agreement who has been on the payroll Thirty days or more. Effective August 1, 2013 the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred forty-one dollars and seventy cents (\$141.70) per week (Schedule B) for each employee covered by this Agreement who has been on the payroll Thirty days or more. Effective August 1, 2014 the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred fifty dollars and twenty cents (\$150.20) per week (Schedule B) for each employee covered by this Agreement who has been on the payroll Thirty days or more. Effective August 1, 2015 the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred fifty-nine dollars and twenty cents (\$159.20) per week (Schedule B) for each employee covered by this Agreement who has been on the payroll Thirty days or more. Effective August 1, 2016 the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred sixty-five dollars and sixty cents (\$165.60) per week (Schedule B) for each employee covered by this Agreement who has been on the payroll Thirty days or more.

The Company ratifies and confirms the appointment of the Employer trustees, who shall together with their successor trustees, designated in the manner provided in said trust instruments, and jointly with an equal number of trustees appointed by the labor organizations to carry out the terms and conditions of the trust instruments.

If an employee is absent because of illness or off-the-job injury and notifies the company of such absence, the Company shall continue to make the required contributions for a period of four

(4) weeks. If an employee is injured on the job, the Company 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 Company 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. Contributions to the 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 contract, including weeks where work is performed for the Company 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 terms of this contract, shall not be covered by the provisions of this paragraph.

ARTICLE 13  
JURY DUTY:

The Company agrees to pay the difference between a full days' (8 hours) pay at straight time hourly classification rates and the amount allowed him for jury services for each day an employee is required to serve and does serve on any jury, provided his department is scheduled to work on the day or days actually served on the jury and providing he returns to work promptly after being excused from jury duty. Employees receiving a jury summons shall give the company no less than seven days advance notice of such summons.

ARTICLE 14  
DEATH IN FAMILY:

An employee with six (6) months or more of continuous service who requires time off from actual work on straight time working days by reason of death in the immediate family shall be entitled to a maximum of three (3) straight time working days off with pay. The "immediate family" shall be limited to the employee's father, mother, brothers, sisters, spouse, children, mother-in-law and father-in-law. The counting of the three (3) days shall commence on the day of death or the day following, depending on which day the employee first requires time off.

ARTICLE 15  
REST PERIODS

There shall be two (2) fifteen minute paid breaks each day, one before lunch and one after lunch.

2013-2017

AGREEMENT BETWEEN

CHOICE BRANDS OF OHIO, INC.  
CBO LLC

AND

GENERAL TRUCK DRIVERS & HELPERS UNION  
LOCAL NO. 92 AFFILIATED WITH  
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS  
OF AMERICA

**RECEIVED**

OCT 23 2013

CONTRACT  
DEPARTMENT

## AGREEMENT

This Agreement, made and entered into between CHOICE BRANDS OF OHIO, INC., CBO LLC hereinafter referred to as the Company, and GENERAL TRUCK DRIVERS AND HELPERS UNION LOCAL NO. 92, OF CANTON, OHIO, affiliated with the International brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, hereinafter referred to as the Union.

### WITNESSETH:

That for the purpose of promoting harmonious relationship between the Employer and the Employees, the Company and the Union agree to the following terms:

### ARTICLE I -- UNION RECOGNITION

Section 1.1. The Company agrees to recognize, and does hereby recognize, the Union, its agents, representatives or successors, as the exclusive bargaining agency for the employees of the Company presently working in the following classifications: Warehouseman, Utility Helper, Driver, Driver Salesman and Salesman. All other classifications and job titles established by the Company are excluded from this recognition clause.

Section 1.2. Subject to the provisions of Article VIII, Paragraph 8.1, 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.

may, from time to time, perform payroll audits of the Employer's contributions and reports.

Section 6.8. 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 in 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 the discharge of the Employer's obligation, the Employer may, upon thirty (30) 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 6.9. Notwithstanding anything to the contrary in this Article, the Employer, or its successor, accepts no liability, written or implied, other than the weekly contributions to the Fund for Employees under its employ and working under the terms of this Labor Agreement.

#### ARTICLE VII -- PENSION FUND

Section 7.1. The Employer shall contribute to the Central States, Southeast and Southwest Pension Fund for each employee covered hereby who has been on the payroll thirty (30) days or more the following amounts:

Effective October 1, 2013, \$ 132.80 per week per employee.

Effective October 1, 2014, \$ 132.80 per week per employee.

Effective October 1, 2015, \$ 132.80 per week per employee.

Effective October 1, 2016, \$ 132.80 per week per employee.

Section 7.2. If an employee is absent from work because of illness or off-the-job injury and so notifies the Employer of such absences, 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.

Section 7.3. Contributions to the Pension Fund must be made for each week on each full time employee covered by this Agreement.

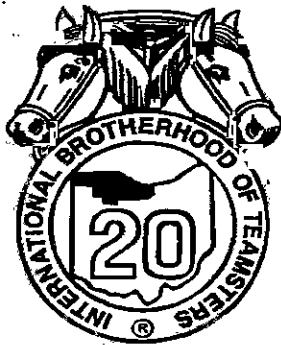
Section 7.4. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Article.

Section 7.5. It is agreed and understood that by the execution of this Agreement, the Employer shall and is only obligated to make the specific and defined contributions above called for and the management of the Pension Fund shall be in the sole judgment and discretion of the Trustees thereof within the scope of their authority and laws appertaining thereto. Further, the Employer is in no way further obligated other than for payment of the specific and defined contributions negotiated by the employees.

#### ARTICLE VIII -- HOURS OF WORK

Section 8.1. Eight (8) hours constitute a day's work. Five (5) consecutive days shall constitute a week's work. All time worked in excess of forty (40) hours per week shall be paid for at one and one-half (1 1/2) times the regular rates of pay. Saturday work shall be paid for at the rate of one and one-half (1 1/2) times the regular





AGREEMENT

BETWEEN

FRED CHRISTEN & SONS COMPANY

AND

THE INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS

LOCAL UNION NO. 20

EFFECTIVE: December 15, 2012

EXPIRATION: December 14, 2014

**RECEIVED**

DEC 17 2013

CONTRACT  
DEPARTMENT

EFFECTIVE: December 15, 2012

EXPIRATION: December 14, 2014

## AGREEMENT

THIS AGREEMENT, made and entered into as of the fifteen day of December, 2012, in the City of Toledo, County of Lucas, State of Ohio, by and between the Fred Christen & Sons Company, hereinafter referred to as the "Company", their heirs, successors or assigns, and the Teamsters Local Union No. 20, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the "Union".

WITNESSETH:

The parties hereto, in consideration of the mutual benefits to be derived from collective bargaining and for the purpose of securing closer cooperation among and between the Employer and the employees and in consideration of the promises, obligations and undertakings of each party, as herein contained, agree as follows.

### ARTICLE I - RECOGNITION

Section 1. The Employer agrees to recognize, and does hereby recognize the Union, its agents, representatives or successors, as the exclusive bargaining agency for all of the truck drivers and helpers of the Employer except supervisory and office employees and those employees that are excluded under the National Labor Relations Act as amended.

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 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.

### ARTICLE II - UNION SECURITY CLAUSE

Section 1. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereinafter 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 (31<sup>st</sup>) 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 (31<sup>st</sup>) day following the execution date of this Agreement. The failure of any persons to become members of the Union at such required times or to remain a member shall obligate the Employer, upon written notice from the Union to such effect, to forthwith discharge such

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U.S. Treasury

of two (2) months. If an employee is injured on-the-job, the Employer shall continue 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 personal leave of absence, the Employer shall collect from said employee prior to the leave being effective, sufficient monies to pay the required contributions into the Teamsters Local No. 20 Insurance Health and Welfare Plan and Trust during the period of absence.

4. By the execution of this Agreement, the Employer authorizes the Employer Associations who are parties hereto to enter into an 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 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.

5. Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of the period in a payment of his contributions to the Teamsters Local No. 20 Insurance Health and Welfare Plan and Trust created under this Agreement, in accordance with the rules and regulations of the Trustees of such Fund, after an Officer of the Union has given seventy-two (72) hours notice to the Employer of such delinquency in Health and Welfare payments, the Union 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 all losses resulting therefrom.

Employers who are delinquent also must pay all attorney fees and cost of collection.

6. Contributions to the Health and Welfare Fund must be made for each month on each regular employee, even though such employee may work only part time under the provisions of this Contract. Employees who work in cases of emergency under the terms of this Contract shall not be covered by the provisions of this paragraph but the Union shall be notified and agree to such employees.

#### ARTICLE XV - PENSION PLAN

Section 1. Effective July 1, 2013 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of \$132.80 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. (Schedule B). Effective July 1, 2014, the contribution will be increased to \$138.10.

Section 2. By the execution of this Agreement, the Employer authorizes the Employer's 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 3. 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

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Treasury

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.

Section 4. Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of the period in a payment of his contributions to the Central States Southeast and Southwest Areas Pension Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such Fund, after an officer of the Union has given seventy-two (72) hours notice to the Employer of such delinquency in Pension Payments, the Union 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 all losses resulting therefrom.

Employers who are delinquent also must pay all attorney fees and costs of collections.

Section 5. 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.

Section 6. Contributions to the 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. Employees who work in cases of emergency under the terms of this Contract shall not be covered by the provisions of this paragraph but the Union shall be notified and agree to such employees.

#### ARTICLE XVI – MISCELLANEOUS PROVISIONS

Section 1. The Employer agrees to furnish bulletin boards in each unit.

The Union shall have the right to post Union notices or notices of social gatherings on the bulletin board.

Section 2. It is agreed that the Company will not ask the employees to work overtime on any regular or special meeting night of the Union. The Union shall advise the Employer of the time of any such regular or special meeting that is to take place.

Section 3. The Steward shall have top ranking seniority during the term of office irrespective of actual length of service. The person performing the duties of Chief Steward shall receive five cents (\$.05) per hour in addition to regular base pay for work performed plus any and all applicable premiums.

Section 4. Members of the bargaining unit employed by the Employer shall immediately report to their Employer in writing, all defects of equipment and all accidents together with the names and addresses of all witnesses to accidents.

Redacted by  
U.S. Treasury

# AGREEMENT BETWEEN

**TEAMSTERS "GENERAL" LOCAL UNION NO. 200**



**RECEIVED**

JUN 03 2015

CONTRACT  
DEPARTMENT

**AND**

**F.J.A. Christiansen Roofing Company, Inc.**

**June 1, 2015 through May 31, 2017**

This Agreement is entered into between F.J.A. Christiansen Roofing Company, Inc., hereinafter referred to as the "Employer," and Teamsters "General" Local Union No. 200, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

Witnesseth: That the parties hereto, for and in consideration of the mutual promises and obligations hereinafter imposed and mutual benefits derived, agree to and with each other as follows:

## ARTICLE 1

### INTENT AND PURPOSE

Section 1. In order to prevent strikes and lockouts and to insure a peaceful adjustment and settlement of any and all grievances, disputes and differences which may arise between any of the parties to this Agreement without stoppage of work, and to bring about, as near as is possible, uniform conditions that will tend to stabilize and encourage the trucking industry, both parties have entered into this Agreement.

## ARTICLE 2

### SCOPE OF OPERATIONS COVERED

Section 1. This Agreement shall cover all work performed by employees of the Employer employed in the classifications of work covered by this Agreement. This shall not be construed to negate or invalidate any collective bargaining agreement between the Employer and a bona fide union covering work outside the geographical jurisdiction of the Union, on the effective date of such agreement.

## ARTICLE 3

### RECOGNITION AND UNION SECURITY

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative of all truck drivers, warehousemen and helpers employed in the classifications of work covered by this Agreement, for the purpose of collective bargaining.

Section 2. All present employees who are members of the Union on the effective date of this subsection, or on the date of execution of this Agreement, whichever is the later, shall remain members in good standing, as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing, as a condition of employment on and after the 31st day following the beginning of their employment, or on and after the 31st day following the effective date of this subsection, whichever is the later. The provisions of this subsection shall not be enforced, unless

Section 2. By the execution of this Agreement, the Employer authorizes the Employers' Associations who 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 lawful actions already taken, or to be taken by such Trustees, within the scope of their lawful authority.

Section 3. 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 one (1) year.

Section 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 for a period of four (4) weeks.

Section 5. If the employee is on layoff and is either serving the waiting period for eligibility, or is actually collecting unemployment compensation, then the Employer shall continue to make the required contributions for a maximum of seven (7) weeks per Contract year.

## ARTICLE 22

### PENSION

Section 1. Effective June 1, 2015, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Two Hundred Ninety Dollars and Sixty Cents (\$290.60) per week for each day or tour of duty worked or compensated for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more. The Employer shall increase the contributions to the following amounts on the effective dates listed below:

Effective June 1, 2016, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Three Hundred Two Dollars (\$302.00) per week for each day or tour of duty worked or compensated for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more.

Section 2. 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 contracts to which Employers who are party to this Agreement are also parties.

Section 3. By the execution of this Agreement, the Employer authorizes the Employers' Associations who 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 lawful actions already taken, or to be taken by such Trustees, within the scope of their lawful authority.

Section 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 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 moneys 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 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 Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund or 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 Section.

Section 6. Employees who are eligible to retire under the Fund must notify the Employer, in writing, as to his anticipated date of retirement sufficiently in advance, so as to enable the Employer to make all the necessary payments and entries prior to the retirement date chosen.

#### ARTICLE 23

#### SPLIT SHIFTS

Section 1. There shall be no "split shifts."

#### ARTICLE 24

#### POSTING OF NOTICE

Section 1. The Employer agrees to the posting within the business premises of notices of Union meetings, etc., by an elected or appointed official of the Union. A copy of this Agreement shall be posted at each place of business.

#### ARTICLE 25

#### UNION COOPERATION

Section 1. The Union, as well as the members thereof, agrees at all times as fully as it may be within their power, to further the interests of the trucking industry and of the Employer.



**AUTOMOTIVE AGREEMENT**

Approved By

**CHRIS AUFFENBERG CHEVROLET**

and

**AUTOMOTIVE, PETROLEUM, ALLIED  
INDUSTRIES AND AIRLINE EMPLOYEES UNION,  
LOCAL 618**

**November 1, 2012 - October 31, 2015**

**RECEIVED**

**MAR 28 2013**

**CONTRACT  
DEPARTMENT**

## AUTOMOTIVE AGREEMENT

### PREAMBLE

THIS AGREEMENT, made and entered into, effective the 1<sup>st</sup> day of November, 2012, by Chris Auffenberg Chevrolet, hereinafter ("Company or Employer") and the Automotive, Petroleum, Allied Industries and Airline Employees Union, Local 618, hereinafter ("Union").

In the application or interpretation of this Contract, the Agreement between the Employer and the Union shall be conclusive and binding on all persons affected by this Agreement. Individual employer differences settled between the Employer and the Union shall be conclusive and binding only on all persons affected.

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 through the payment of periodic dues uniformly required as a condition of membership, as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person within ten (10) work days

Section 22.6 (c) Family = \$15.00 per week for Plan A without BJC option

**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:	11/1/2012	\$193.10 per week on each employee
	11/1/2013	\$200.80 per week on each employee
	11/1/2014	\$208.80 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 there from.

**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. 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.

1

# Ready Mix Agreement

between

## Christy - Foltz

and

## Teamsters Local Union No. 279

**RECEIVED**

AUG 06 2013

CONTRACT  
DEPARTMENT

Effective: June 24, 2013

Expires: June 24, 2016

TEAMSTERS UNION LOCAL NO. 279, DECATUR, ILLINOIS AND  
READY-MIX CONCRETE COMPANIES OF DECATUR, ILLINOIS

This Agreement made and entered into this 24th day of June 2013 by and between Christy-Foltz, Inc., Decatur, Illinois (dba Grohne Concrete), party of the first part, and Teamsters Local Union No. 279, Decatur, Illinois, affiliated with the International Brotherhood of Teamsters, party of the second part.

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 truck drivers, warehousemen, yardmen, helpers and mechanics.

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.

Section 4. The Company agrees that it will not sponsor or promote, financially or otherwise, any 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.

ARTICLE II - UNION SECURITY

Section 1. All present employees who are members of the Local Union on the effective date of this subsection 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 working day following the beginning of their employment or on and after the 31st working day following the effective date of this subsection, whichever is later.

When the Employer needs additional men, he shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local union.

Nothing contained in this Section shall be construed so as to require the Employer to violate any applicable law.

By the execution of this Agreement, the Employer authorizes the Trustees of such Trust, both Employer and Union, to enter into appropriate trust agreements necessary for administration of such Trust, 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.

Contributions to the Trust 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 Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other health and welfare fund. Any part of any week or any part of any day worked by the employee the Company shall pay Health and Welfare for the entire week. The employee must have started to work for the Insurance to be paid.

Action for delinquent contributions may be instituted by either the Local Union or the Trustees of the Trust, or both. Employers who are delinquent must also pay all attorney's fees and cost of collection.

#### ARTICLE XVI - PENSION

It is agreed that Employers now covering their employees with the Central States, Southeast and Southwest Areas Pension Plan will contribute at the rate of one hundred thirty seven dollars and sixty cents (\$137.60) per week beginning June 24, 2013 for each employee covered by this Agreement who has been on the payroll thirty (30) working days or more. Effective June 24, 2014 one hundred forty three dollars and ten cents (143.10) per week. Effective June 24, 2015 one hundred forty eight dollars eighty cents (148.80) per week.

Employers covering their employees with other than the above mentioned plan agree to maintain said plans. Change and administration of such plans shall be the sole responsibility of such Employer and the Union shall not be held liable as to compliance with laws or overall legality of such plans or their effect.

#### ARTICLE XVII - SAFETY AND HEALTH

# **Hauling and Stockpiling Agreement**

**between**

**Christy Foltz, Inc.**

**and**

**Teamsters Local  
Union No. 279**

**Effective: June 24, 2013    Expires: June 24, 2016**

**RECEIVED**

**AUG 06 2013**

**CONTRACT  
DEPARTMENT**



This Agreement made and entered into this 24th day of June 2013 by and between Christy-Foltz, Inc., Decatur, Illinois, party of the first part, and Teamsters Local Union No. 279, Decatur, Illinois, affiliated with the International Brotherhood of Teamsters, party of the second part.

#### 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 truck drivers, warehousemen, yardmen, helpers and mechanics.

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.

Section 4. The Company agrees that it will not sponsor or promote, financially or otherwise, any group or labor organization for the purpose of undermining the Union, not will it interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in the Union.

#### ARTICLE II - UNION SECURITY

Section 1. All present employees who are members of the Local Union on the effective date of this subsection 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 working day following the beginning of their employment or on and after the 31st working day following the effective date of this subsection, whichever is later.

When the Employer needs additional men, he shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local union.

Nothing contained in this Section shall be construed so as to require the Employer to violate any applicable law.

Section 2. A new employee shall work under the provisions of this Agreement, but shall be employed on a thirty (30) working day trial period within a calendar year basis, during which

#### ARTICLE XIV - PENSION

It is agreed that Employers now covering their employees with the Central States, Southeast and Southwest Areas Pension Plan will contribute at the rate of one hundred thirty seven dollars and sixty cents (\$137.60) per week beginning June 24, 2013 for each employee covered by this Agreement who has been on the payroll thirty (30) working days or more . Effective June 24, 2014 the weekly contribution shall be increased to one hundred forty three dollars and cents dollars (\$143.10) per week. Effective June 24, 2015 the weekly contribution shall be increased to one hundred forty eight dollars and eighty cents (148.80) per week.

Employers covering their employees with other than the above mentioned plan agree to maintain said plans. Change and administration of such plans shall be the sole responsibility of such Employer and the Union shall not be held liable as to compliance with laws or overall legality of such plans or their effect.

#### ARTICLE XV - SAFETY AND HEALTH

The company shall continue to make responsible provisions for the safety and health of its employees at the plant during the hours of employment. Protective devices on equipment necessary to properly protect employees from injury shall be provided by the Company.

#### ARTICLE XVI - WORK ASSIGNMENTS

The Employer agrees to respect the jurisdictional rule of the Union and shall not direct or require 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.

#### ARTICLE XVII - 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 any 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 affected thereby.

#### ARTICLE XXII - TERMINATION OF AGREEMENT

This Agreement shall be in full force and effect from June 24, 2013 to and including June 23, 2016 and shall continue in full force and effect from year to year thereafter unless written notice is served by either party upon the other party sixty (60) days prior to termination of contract.

**COPY**

2013-2018  
AGREEMENT  
BETWEEN  
BUILDING CONTRACTORS  
LP CIMINELLI CONSTRUCTION CORPORATION  
AND  
TRUCK DRIVERS  
LOCAL UNION NO. #449  
BUFFALO AND VICINITY

**RECEIVED**

**NOV 01 2013**

**CONTRACT  
DEPARTMENT**

## PREAMBLE

THIS AGREEMENT, made this 1st day of April, 2013, by and between the individual employers (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 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 and those employers 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 accent to all the provisions of the following agreement, and do here onto affix our signatures as evidence of the understanding and acceptance of all its terms and conditions and we do pledge in bind our respective organizations to a strict observance of this agreement which shall be binding upon all parties, on all building and construction work in the jurisdiction of the Truck Drivers Local Union No. #449 of Buffalo and vicinity.

This agreement shall become effective as of April 1, 2013 and shall continue in effect to and including June 30, 2018 and thereafter from year to year unless terminated at the option of either party upon written notice to the other, such notice to be don't less than ninety (90) days prior to any such termination date. The term "Employer" shall be construed to mean the Company or Firm employing truck drivers and the term "Union" shall be construed to include the Truck Drivers Local Union No. #449 of Buffalo and vicinity, its officers, agents and members.

## ARTICLE 1 - 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.

## ARTICLE 2 - GENERAL PROVISIONS

1. The Union at all times agrees, as far as it is in its power, to further the interest of the Employer.
2. Dishonesty and incompetency shall be sufficient cause for discharge without notice.

period of twenty-four (24) hours after their meeting, then, the labor organizations involved may request their respective International Unions to meet for the same purpose.

Irrespective of what action the labor organizations may take as provided above, after seventy-two (72) hours from the time the claim for the work in dispute is made, the Association or the Employer may notify the International Union of the work dispute and solicit their cooperation in resolving the same. Such notification shall constitute the institution of Step 2 Procedure set forth above.

Should such International Unions refuse to meet, or if having met, are unable to resolve the work dispute, then the assignment will remain unchanged. However, if such International Unions resolve the dispute contrary to the original assignment, then the Employer agrees to change the assignment in accord with the agreed-upon Resolution of the International Unions, upon written notification.

2. The Employer shall not be liable to the labor organization or its members except when it fails to change an assignment in accordance with the resolution at Step 1 or Step 2, after written notification.

3. The resolution of the jurisdictional dispute at Step 1 or Step 2 shall in no instance increase the number of employees on the work involved.

#### ARTICLE 13 – HEALTH, WELFARE & PENSION

1. Effective as of April 1, 2013 and continuing to and including June 30, 2018, the Employer shall contribute to the NYS Council Health and Hospital Fund for the Truck Drivers Local Union No. #449 employees working under the jurisdiction of the Agreement. The contribution of the Employer as of April 1, 2013 shall be 100% of the amount required by the Fund to maintain the defined benefit plan for all hours worked by the driver and such contribution to be deposited regularly into said fund by the fifteen (15th) day of the month following the accrual of such monies.

2. A. Commencing and effective as of April 1, 2013, the Employer shall contribute to the mutually agreed and jointly trustee Central States, Southeast and Southwest areas Pension Fund for Truck Drivers Local Union No. #449 employees working under the jurisdiction of the Agreement. The Employer contributions are to be based as follows:

June 30, 2013, two hundred ninety five dollars (\$295.00 per week).

June 29, 2014, three hundred and thirteen dollars and eighty cents (\$313.80 per week).

June 28, 2015, three hundred and thirty two dollars and sixty cents (\$332.60 per week).

July 3, 2016, three hundred and thirty eight dollars (\$338.00 per week).

July 2, 2017, three hundred and thirty eight dollars (\$338.00 per week).

B. For all overtime work, there shall be no pension contributions.

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. It is mutually agreed that at any time during the life of this Agreement, any question raised by the Employer or the Union, that any section of this Agreement is not being complied with, such question may be referred to the grievance committee for investigation and compliance.

6. Employers signatory to this Agreement agree to sign the current Central States, Southeast and Southwest Areas Pension Fund Participation Agreement.

#### ARTICLE 14 - 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

AGREEMENT  
BETWEEN  
CITY CONCRETE, L.L.C.  
AND  
TEAMSTERS LOCAL # 377



EFFECTIVE MAY 1, 2011 THROUGH APRIL 30, 2016

**RECEIVED**

**JUL 08 2011**

**CONTRACT  
DEPARTMENT**

## AGREEMENT

This Agreement, made and entered into at Youngstown, Ohio, by and between the CITY CONCRETE, L.L.C., hereinafter collectively and individually designated as the "Employer", and TEAMSTERS LOCAL UNION No. 377, affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union".

### ARTICLE 1: RECOGNITION

- 1.1 The Employer 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 Employer as herein defined.
- 1.2 The term "employee" as used in this Agreement, shall include hourly rated Drivers, Helpers and Yardmen, excluding Batchman and Mechanic part-timers with less than thirty-two (32) hours per week. Batchman will not do bargaining unit work.
- 1.3 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.
- 1.4 The Employer agrees that it will not sponsor or promote, financially or otherwise, any group or labor organization for the purpose of undermining the Union; not will it interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in the Union.

### ARTICLE 2: UNION SHOP AND DUES

- 2.1 The Employer recognizes and acknowledges that the Local 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 National Labor Relations Act.
- 2.2 All present employees who are members of the Local Union on the effective date of this Subsection 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 or after the 31<sup>st</sup> day following the beginning of their employment or on/after the 31<sup>st</sup> day following the effective date of this Subsection, whichever is the later. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.



- 21.5 The union agrees that if the Union Health & Welfare plan adopts provisions allowing employees to “waive” coverage the employer’s employees will also be permitted to “waive” coverage. In return the employer would offer \$200.00 per month to those employees opting out of the Health & Welfare plan.
- 21.6 The Employer shall begin making the required contribution to the Health and Welfare for all employees upon the one hundred and twenty (120) calendar days following their date of hire.
- 21.7 In the event of layoff the Employer shall continue the required contributions to the Health and Welfare for all affected employees for no less than five (5) weeks, but not to exceed five (5) weeks in any contract years, following the work week in which such employee last received compensation from the Employer.

**ARTICLE 22:**

**PENSION**

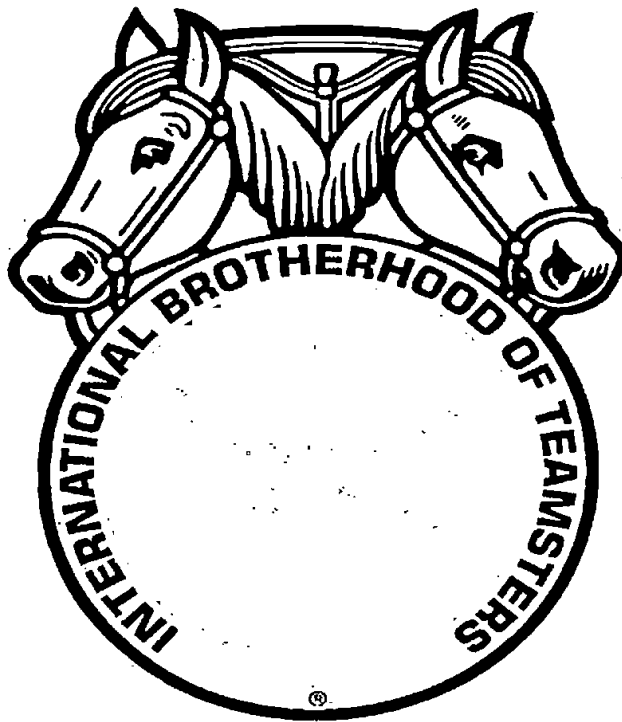
- 22.1 Beginning May 1, 2011, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund rates:

Effective 5/1/2011	\$26.00 per day per employee
Effective 5/1/2012	\$27.60 per day per employee
Effective 5/1/2013	\$28.70 per day per employee
Effective 5/1/2014	\$29.80 per day per employee
Effective 5/1/2015	\$31.00 per day per employee

Contributions will be remitted to the Central States Pension Fund on behalf of regular employees performing work covered by the collective bargaining agreement after they have been on the Employer’s payroll for thirty (30) calendar days. The Employer will pay a maximum of five (5) days per week. Contributions must be made for all compensated periods, including (but not limited to) paid vacations, paid holidays, and actual time worked, unless the Employer has paid five (5) days already for that week. Exclusions are: leave of absence, lay-off and workers compensation, in which the employee would not be eligible for benefits for that period of time. The Employer will pay a maximum of 260 days during a calendar year.

The parties agree that in the event that an individual employed on a casual basis (casual meaning an employee hired for short term or sporadic periods) works 1,000 hours or more in any 12 month period, he will be considered a regular employee for purposes of participation in the Central States Pension Fund and all hours worked by him thereafter, for the remainder of that year and all subsequent years, will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF HANCOCK**  
**AND**  
**GENERAL TEAMSTERS**



**LOCAL UNION NO. 406 RECEIVED**

**EFFECTIVE**  
**JANUARY 1, 2014**  
**THROUGH**  
**DECEMBER 31, 2016**

**FEB 05 2014**  
**CONTRACT**  
**DEPARTMENT**

**BY: TEAMSTERS LOCAL 406 / ESCANABA**

## AGREEMENT

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of January, 2014, by and between the **CITY OF HANCOCK**, party of the first part and hereinafter termed the "Employer" and **GENERAL TEAMSTERS LOCAL UNION NO. 406**, affiliated with the International Brotherhood of Teamsters, located at Escanaba, Michigan, party of the second part, hereinafter called the "Union".

### WITNESSETH

WHEREAS, both parties are desirous of preventing labor disputes and maintaining a uniform wage scale, working conditions and hours of the employees of the Employer, and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees and of promoting and improving peaceful industrial and economic relations between the parties.

### ARTICLE 1 RECOGNITION, UNION SHOP AND DUES

**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 and listed in Schedule "A".

#### SECTION 2.

- A. The Union shall certify to the Employer, in writing each month, a list of its members working for the Employer, who have furnished the Employer the required authorization, together with an itemized statement of dues, initiation fees (full or installment) or uniform assessments owing and to be deducted for such month from the pay of such member, and the Employer shall deduct such amount from the first paycheck following receipt of statement of certification of the member and remit to the Union in one lump sum.
- B. Where an employee, who is on checkoff, is not on the payroll during the week which deduction is to be made or who has no earnings, or insufficient earnings during that week or is on a leave of absence, the employee must make arrangements with the Union to pay such dues in advance.
- C. The Employer will recognize authorization for deductions from wages and transmit to the Union or such other organization as the Union may request, if mutually agreed to.

### ARTICLE 2 NEW JOBS

For new types of equipment or jobs for which rates of pay are not established by this Agreement, rates governing such operations shall be subject to negotiations between the parties; rates agreed upon or awarded shall be effective as of the date work commenced on such new job or equipment is put into use.

**ARTICLE 10**  
**PROTECTION OF RIGHTS**

**SECTION 1.** It shall not be a violation of this Contract and it shall not be cause for discharge or disciplinary action, if any employee or employees refuse to enter upon any property involved in a labor dispute or refuse to go through or work behind any picket line, including the picket line of Unions party to this Agreement and including picket lines at the Employer's place or places of business; nor shall the exercise of any rights permitted by any law be a violation of this Contract.

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.

**SECTION 2.** Any grievance claiming a violation of this Section shall be submitted to arbitration within five (5) working days after filing such grievance any other provision of this Agreement notwithstanding, and neither party shall challenge the arbitrability or right to arbitrate a grievance when it arises. The Arbitrator may make such affirmative order and award as he shall consider necessary to remedy any breach of this Article and such award shall be final and binding upon the parties.

**ARTICLE 11**  
**HEALTH & WELFARE AND PENSION CLAUSE**

All regular employees shall receive health care benefits as provided by Michigan Conference of Teamsters Health and Welfare Fund (MCTWF). Probationary employees shall receive the provided health care benefit beginning on the one hundred eighty third (183) calendar day from their date of hire. The Employer agrees to the terms and conditions of the Participation Agreement with MCTWF and shall contribute the following amounts for each eligible employee within the bargaining unit.

Plan 913 employees hired before January 1, 2014:

Effective 01/05/14 to 03/29/14	\$344.50	per week
Effective 03/30/14 to 03/28/15	\$374.75	per week
Effective 03/29/15 to 04/02/16	\$388.25	per week
Effective 04/03/16 to 12/31/16	\$404.70	per week

Plan 912 employees hired after December 31, 2013:

Effective 01/05/14 to 03/29/14	\$298.50	per week
Effective 03/30/14 to 03/28/15	\$324.75	per week
Effective 03/29/15 to 04/02/16	\$334.25	per week
Effective 04/03/16 to 12/31/16	\$346.70	per week

For each plan year during the term of this Agreement, the Employer's contribution toward the cost of Michigan Conference of Teamsters Welfare Fund Base Medical Benefits and Prescription Drug Benefits will use the annually adjusted hard

caps as set forth in PA 152 of 2011. The annual hard cap adjustment based on the change in the medical care component of the C.P.I. will occur on January 1 of each year of the Agreement. All premium costs above those remitted by the Employer will be paid through an IRS 125 Plan by participating employees through bi-weekly payroll deduction.

For each plan year during the term of the Agreement the Employer will pay the full premium cost of Dental & Optical, Retiree Medical Benefits, Weekly Accident and Sickness, Total Permanent Disability, and Death/AD&D Benefits. Employees hired after December 31, 2013 will not receive the retiree medical benefit.

Employees will not be eligible for the Weekly Accident and Sickness Benefit in any weeks they receive compensation from the Employer.

The current hard cap aggregate is illustrated below. This is an estimate and will change yearly according to the Medical C.P.I. and when tier status changes occur.

Single	3 x	\$ 5,857.58	=	\$ 17,572.74
Middle	4 x	\$12,250.00	=	\$ 49,000.00
Family	12 x	\$15,975.23	=	\$191,702.76
Total	19		=	\$258,275.50
			+	19
Annual Hardcap/Employee			=	\$ 13,593.45
Weekly Hardcap/Employee			=	\$ 261.41

Effective January 1, 2014, the Employer agrees to pay into the Central States Southeast & Southwest Areas Pension Fund a contribution of one hundred fourteen dollars (\$114.00); effective January 1, 2015, one hundred twenty dollars and eighty cents (\$120.80); effective January 1, 2016, one hundred twenty-five dollars and sixty cents (\$125.60) per week for each regular and part-time employee covered by this collective bargaining agreement who has been employed for thirty (30) days for the life of this Agreement. Contributions shall not be prorated based on hours worked.

Employees hired after December 31, 2013 will reimburse the Employer the weekly contribution amount less ten percent (10%) of their weekly gross hourly earnings.

Example: Laborer hired January 1, 2014:

#1		\$ 17.00 per hour		
	X	40 hours		
	=	\$680.00 gross hourly earnings		
		\$ 68.00 = 10% of gross hourly earnings.		
		\$114.00 weekly Employer Central States Contribution		
	-	\$ 68.00 less 10% of gross hourly earnings		
	=	\$ 46.00 weekly employee reimbursement		

#2		\$ 17.00 per hour
x		<u>40 hours</u>
=		\$680.00 gross hourly earnings
+		<u>\$127.50</u> (5 overtime hours)
=		\$807.50 gross hourly earnings
		\$ 80.75 = 10% of gross hourly earnings
		\$114.00 weekly Employer Central States Contribution
-		<u>\$ 80.75</u> less 10% of gross hourly earnings
=		<u>\$ 33.25</u> weekly employee reimbursement

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 Pension Funds during the period of absence.

#### ARTICLE 12 PAID FOR TIME

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Time shall be computed from the time that the employee is ordered to report for work and registered in and until the time he is effectively released from duty.

#### ARTICLE 13 PAY PERIOD

All regular employees covered by this Agreement shall be paid every second Friday. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose, upon request of individual employees or Union representatives.

#### ARTICLE 14 MILITARY SERVICE

Any employee on the seniority list inducted into military, naval, marine or air service under the provisions of any Federal Selective Service Training Statute and amendments thereto, or any similar act in time of national emergency, respectively, shall upon termination of such service be reemployed in line with his seniority at the then current rate for such work, provided he has not been dishonorably discharged from such service with the United States Government and is physically able to do work available, and further provided he reports for work within ninety (90) days of the date he is discharged from such service with the United States Government.

# Labor Agreement Between

City of Chetek  
Public Works Department

And

And Teamsters General Union Local 662  
Eau Claire, WI

For the Period  
January 1, 2015 through December 31, 2015

**RECEIVED**  
FEB 02 2015  
CONTRACT  
DEPARTMENT

City of Chetek  
Public Works Department

## Agreement

This Agreement, made and entered into by and between **General Teamsters Union, Local 662**, affiliated with the *International Brotherhood of Teamsters*, hereinafter referred to as the "union", and City of Chetek, hereinafter referred to as the "Employer", its successors and assigns.

### Article 1 Recognition

The Employer recognizes and acknowledges that the Union, its agents, representative, or successors, is the exclusive bargaining agency for all employees of the Employer, including such employees as may be presently or hereinafter represented by the Union working on jobs in classifications as set forth in the attached *Wage Schedule*, excluding supervisors, managerial, confidential, and clerical.

### Article 2 Wages

A schedule attached hereto and marked Exhibit "A" shall be the minimum rates of pay.



**AGREEMENT**

**between**

**CITY OF PESHTIGO**

**and**

**GENERAL TEAMSTERS UNION  
LOCAL 662**

**Effective:**

**JANUARY 1, 2014**

**through**

**DECEMBER 31, 2016**

**RECEIVED**

**SEP 26 2014**

**CONTRACT  
DEPARTMENT**

## AGREEMENT

### ARTICLE 1 RECOGNITION

The **CITY OF PESHTIGO**, pursuant to the provisions of Section 111.70 Wisconsin Statutes for 1963, recognizes that municipal employees shall have the right to self-organization, to affiliate with labor organizations of their own choosing and the right to be represented by labor organizations of their own choice in conference and negotiations with their municipal employers, or their representatives, on questions of wages, hours and conditions of employment and such employees shall have the right to refrain from any and all such activity.

The **CITY OF PESHTIGO** does hereby recognize **GENERAL TEAMSTERS UNION LOCAL 662**, its agents, representatives, or successors, as the bargaining agency for those employees described in Article 11, of this Agreement, to-wit: truck drivers, equipment operators and laborers who are members of the aforesaid Union. Union membership is not a condition of employment.

### ARTICLE 2 MAINTENANCE OF STANDARDS

All conditions of employment relating to wages, hours of work, overtime differentials, vacations now granted and all privileges existing and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the adoption of this Agreement, and the conditions of employment shall be improved whenever specific provisions for employment improvement are made elsewhere in this Agreement.

### ARTICLE 3 STEWARDS

The Union may select one of its members to act as steward to see that the policy is at all times adhered to; said steward shall have the right to post, in convenient places, notices in regard to meetings and other matters pertaining to Union affairs; stewards and alternates shall have no authority to take any action interrupting work in violation of this Agreement.

### ARTICLE 4 ABSENCE

**SECTION 1.** Necessary and reasonable time off, without discrimination or loss of seniority rights, will be granted to any employee designated by the Union to attend a labor convention or serve in any capacity or other official business, provided forty-eight (48) hours notice is given by the Union specifying the length of time off, which shall not exceed, however, a period of one (1) week.

**SECTION 2. LEAVE OF ABSENCE:** Any employee who is a member of the Union desiring a leave of absence from employment, shall secure written consent from both his Union and

**ARTICLE 14**  
**SANITARY FACILITIES**

The City shall make reasonable provisions for the safety and health of the employees during the hours of their employment in accordance to the laws of the State of Wisconsin. All sanitary facilities such as washrooms, lavatory and the like shall be kept clean.

Adequate locker, toilet and washing facilities for the employee will be furnished.

**ARTICLE 15**  
**HEALTH & WELFARE AND PENSION**

The employer will pay 100% of the health care insurance premium for the duration of this contract. Health care benefits will not be reduced and will be maintained at the level of coverage effective on January 1, 2006, unless changes are made by Central States Health Fund with regard to the level of coverage. The cost of providing this benefit as set forth in a letter dated August 23, 2013 from Central States Health Fund. The letter is incorporated by reference into this agreement and is attached hereto as Exhibit A, for the duration of this contract.

The employer agrees to pay into the Central States Southeast and Southwest Area Pension fund the new levels established by that Fund for a Level 16 Pension Plan as set forth in a letter dated June 30, 2010 from Central States Health Fund and is attached hereto as Exhibit B, for the duration of the contract. Contributions toward Pension and Health and Welfare will begin on the first day of work of the newly hired employee.

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 Mellon Bank, Central States Funds, Dept. 10291, Palatine, IL 60055-0291.

Contributions to the 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 and weeks where work is performed for the Employer but not under 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 Article.

The Employer shall continue to make the required contributions to the Health & Welfare and Pension Funds for a period of four (4) weeks after the employee has used all of his/her sick leave and/or vacation. 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 Health & Welfare Fund 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-operators by virtue of the contributions made to the Health & Welfare and Pension Funds, regardless of whether the manner of computation 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 his contribution to the Health & Welfare and/or Pension Funds, 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 & 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 in the event such action is taken, the Employer shall be responsible to the employees for losses resulting there from.

It is agreed that the Welfare Fund and the Pension Fund will be separately administered each jointly by Employer and Union in compliance with all applicable laws and regulations, both State and Federal.

By the execution of this Agreement, the Employer authorizes the Employers Associations who are signatories to collective bargaining agreements with Teamsters Unions containing similar provisions, 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 action already taken or to be taken by such Trustees within the scope of their authority.

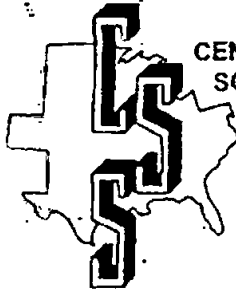
In the event of a delinquency on the part of the Employer, interest will be charged at a rate in accordance with the Trust Agreement(s) per annum on the outstanding balance. Any subsequent payments on delinquencies will be applied first to any interest due and then to the oldest unpaid balance.

#### ARTICLE 16 SICK LEAVE

- (a) Sick leave will be accrued by all full-time employees at the rate of one and one-half (1-1/2) days per month to a maximum of eighteen (18) days per year, with a total maximum accrual of one hundred twenty (120) days. NOTE: All current employees are to be given credit for their years of past service with the City and their sick leave accrual adjusted, up to the new one hundred twenty (120) day accrual amount. Effective September 9, 2010 all new hires will accrue sick leave at the rate of one day per month to a maximum of (12) days per year, with a total maximum accrual of one hundred twenty (120) days.

On "loss of time" payments to the employee, after the first forty-five (45) days off work, the employee shall not receive wage and insurance payments in excess of his normal weekly wage.

- (b) It shall be the responsibility of the Employer to maintain the sick leave records and it



**CENTRAL STATES  
SOUTHEAST AND  
SOUTHWEST AREAS  
HEALTH AND WELFARE AND PENSION FUNDS**

**EMPLOYEE TRUSTEES**  
FRED GEGARE  
JERRY YOUNGER  
GEORGE J. WESTLEY  
CHARLES A. WHOBREY

**EMPLOYER TRUSTEES**  
HOWARD MCDUGALL  
ARTHUR H. BUNY, JR.  
GARY F. CANDYELL  
RONALD D. STEFANO

**EXECUTIVE DIRECTOR**  
THOMAS C. NYHAN

June 30, 2010

*Exhibit B*

Al Krizensky  
Mayor  
City of Peshtigo  
331 French Street.  
P O Box 100  
Peshtigo, WI 54157

David Reardon  
Secretary-Treasurer  
Local Union No. 662  
850 State Highway 153  
Mosinee, WI 54455

Re: 1557800-0108-00662A  
Contract Expiration Date: December 31, 2010

Dear Al Krizensky and David Reardon.

Our records indicate that the collective bargaining agreement for the above referenced account will expire on December 31, 2010. In accordance with the "PPA Schedule" previously sent to you (updated schedule is enclosed), to maintain your present benefits, all renewal agreements need to include Pension Fund rate increases pursuant to the percentage listed on the Schedule. The pension rate increase for your agreement will be effective on January 1, 2011:

The following are the minimum rates for the next five years which are necessary for your agreement to be in compliance with the "Primary Schedule":

CURRENT	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
\$122.70	\$130.10 (6%)	\$136.60 (5%)	\$142.10 (4%)	\$147.80 (4%)	\$153.70 (4%)

Please note that the Pension Protection Act of 2006 mandates that your renewal agreement be submitted to the Fund no later than 180 days after the expiration date of your collective bargaining agreement. Therefore, please submit your new agreement as soon as possible, but not later than June 29, 2011, or the "Default Schedule" is required to be imposed.

Please submit all renewal agreements to the address below, attention: Contracts Department, or by fax to 847-518-9768. If there are any questions, contact the Contract Department at extension 3247:

Sincerely,

Redacted by U.S. Treasury

Peter Priede  
Group Manager  
Operations Accounting

9377 West Higgins Road  
Rosemont, Illinois 60018-4938  
Phone: (847) 518-9800

[www.centralstates.org](http://www.centralstates.org)

**AGREEMENT**

**BETWEEN**

**CITY OF SHIVELY  
SHIVELY, KENTUCKY**

**AND**

**TEAMSTERS LOCAL UNION NO. 783  
LOUISVILLE, KENTUCKY**

**Affiliated with the International Brotherhood of Teamsters,  
AFL-CIO**

**DURATION OF AGREEMENT  
JULY 1, 2011 UNTIL JUNE 30, 2013**

**RECEIVED**

**OCT 19 2011**

**CONTRACT  
DEPARTMENT**

## **MEMORANDUM OF STATEMENT OF POLICY**

This statement of policy made and entered into by and between the City of Shively, hereinafter referred to as the Employer, and Local Union No. 783 of the International Brotherhood of Teamsters, hereinafter called the Union.

### **ARTICLE 1** **PURPOSE AND RECOGNITION**

#### **SECTION 1.1**

This memorandum of statement and policy has been drawn up and entered into by and between the interested parties in a mutual and voluntary effort to promote and establish sound labor and employer relations.

#### **SECTION 1.2**

The parties hereto, in accepting this statement of policy and recognize and accept the mutual responsibilities of such statement of policy and will expend all efforts necessary to maintain efficient and equitable operating and working relationships.

#### **SECTION 1.3**

The employer hereby recognizes the Union as the sole and exclusive bargaining agent for its employees, excluding professional, supervisory personnel and the Fire and Police Departments in the matter of wages, hours and other terms and conditions of employment and for the purpose of settlement of all disputes and grievances affecting such employees.

### **ARTICLE 2** **VALIDITY**

#### **SECTION 2.1**

This agreement shall be subject to all Federal, State and municipal laws, and in the event any provision of this agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the provisions of this agreement shall not be affected thereby, but shall continue in full force and effect.

#### **SECTION 2.2**

It is further agreed that in the event any such provisions are finally held to be invalid, the parties hereto agree to meet within thirty (30) days thereof to negotiate the modifications or substitution of such clause or clauses so held to be invalid.

#### **SECTION 2.3**

The Employer and the Union agree there will be no discrimination for any reason.

### **ARTICLE 3** **UNION SECURITY AND DUES CHECK-OFF**

#### **SECTION 3.1**

reasonable effort to resolve the grievance as promptly as practicable in a manner satisfactory to both parties. If unsuccessful, the mediator/arbitrator shall hold a formal hearing and issue a written decision within a reasonable time, but no later than thirty (30) days after the date of hearing. The decision of the mediator/arbitrator shall be submitted in writing setting forth findings of fact and conclusion.

- e. The employee or the Union may elect not to request the assistance of the Louisville Labor Management Committee/Ky. Labor Cabinet, in which case they may appeal directly to the Mayor within ten (10) working days.

#### SECTION 16.5

A steward of the Union designated to represent an employee shall be paid for time lost from work during meetings and talks with representatives of the city scheduled in the processing of the grievance, or during arbitration proceedings.

Each of the parties shall bear the expense of preparing and presenting its own case to the arbitration board and the expense of its arbitrators. The expense of the third member and any incidental expenses mutually agreed to in advance shall be borne equally by both parties.

### **ARTICLE 17** **MANAGEMENT RIGHTS**

The Union recognizes the managerial functions vested in and to be retained by the Employer. Illustrative of such managerial functions are, but are not limited to, all decisions with reference to equipment to be used, work to be done, the way work is to be done, the direction of the working forces, the determination of the number of employees it will employ, assignment or retention in any and all jobs, the right to hire, suspend, discharge, discipline, promote, demote or transfer, to determine the qualifications of an employee to perform work as and wherever referred to in this agreement, and to release employees because of lack of work or for other proper and legitimate reasons. It is understood that all of the above is subject to all the provisions of this agreement (which includes the grievance procedure).

### **ARTICLE 18** **PENSION**

The employer shall continue to contribute to the Central States, Southeast and Southwest areas Pension Plan, Schedule B, at the following rate:

7/01/2011 – 6/30/2012	\$ 89.80
7/01/2012 – 6/30/2013	\$ 97.00

A copy of the Pension Plan is attached and by reference is made a part of this agreement.

If any employee is granted a leave of absence, the employee may arrange to make the required payments to the Employer prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Payment will be made while employee is off on regularly scheduled vacation for which employee is paid.



If an employee is sick and cannot work, the weekly contribution may at the election of the employee, be deducted from his earnings and paid to the Pension Fund.

Contributions must be made not more often than every four (4) weeks. A grace period of at least ten (10) days shall be recognized and provided.

Notwithstanding any other provision of this contract, if the Employer shall not make any monthly payment within the grace period provided, the Union will have the right to take any action necessary as to such Employer after the Union has given such delinquent Employer seventy-two (72) hours notice by registered.

**ARTICLE 19  
PAY SCHEDULE**

July 1, 2011

Working Foreman I	\$ 17.39	\$ 17.91
Working Foreman II	\$ 16.29	\$ 17.29
Mechanic	\$ 16.29	\$ 17.29
Operator	\$ 15.15	\$ 15.60
Tipper & Laborer	\$ 15.00	\$ 15.45

Starting rate for new probationary employee shall be eighty percent (80%) of established rate of his respective classification unless he can show evidence of satisfactory experience.

**ARTICLE 20  
EFFECTIVE DATES**

This contract shall be effective from and after July 1, 2011 and shall continue through June 30, 2013 and shall continue year to year thereafter, ending on July 1 of each year thereafter, but subject to the right of either party hereto to terminate or modify same as of July 1 of any year following the year 2011 by giving not less than ninety (90) days written notice of its intentions so to do.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their signatures.

CITY OF SHIVELY

Redacted by U.S. Treasury

/ Mayor - City of Shively  
Redacted by U.S. Treasury

Chairman - Department of  
Public Works

TEAMSTERS LOCAL UNION NO. 782

Redacted by U.S. Treasury

Business Representative

Redacted by U.S. Treasury

Committeeman

**RECEIVED**

OCT 19 2011

**CONTRACT  
DEPARTMENT**

**AGREEMENT**

**Between**

**CITY SUPPLY CORPORATION**

**And**

**GENERAL TEAMSTERS & TRUCK DRIVERS,  
HELPERS & WAREHOUSEMEN, LOCAL 90**

**APRIL 1, 2014 THRU MARCH 31, 2017**

**RECEIVED**

**MAY 08 2014.**

**CONTRACT  
DEPARTMENT**

## AGREEMENT

THIS AGREEMENT entered into this 1<sup>st</sup>, day of April, 2014, by and between the Company, CITY SUPPLY CORPORATION, signer heron, of Des Moines, Iowa hereinafter called the Party of the First Part, and Local Union No. 90, affiliated with the International Brotherhood of Teamsters, hereinafter called the Party of the Second Part.

WITNESSETH;

That for and in consideration of the mutual advantage of each party hereto, IT IS AGREED AS FOLLOWS;

### ARTICLE 1 UNION RECGONITION

It is understood and agreed that Local Union No. 90 be the sole collective bargaining representative for the employees as classified in Exhibit "A", attached to this Agreement, which by this reference becomes a part of this Agreement.

### ARTICLE 2 PROBATIONARY PERIOD AND DISCIPLINE

A new employee shall be employed on a sixty (60) calendar day probationary period, during which period he or she may be discharged without just cause and without further remedy or recourse to the grievance procedure, provided, however that the Company may not discharge or discipline for the purpose of evading this Agreement or discriminate against Union members. After completing the probationary period, the employee shall be placed on the seniority list.

The Company shall not discharge nor suspend any non-probationary employee without just cause. In addition, the Company shall not discharge any non-probationary employee without first providing the employee with the following forms of progressive discipline: (a) verbal warning, (b) written warning and (c) suspension without pay. Any progressive discipline imposed must be based on the same or related offenses of misconduct and a copy of the discipline shall be provided to the Union. Notwithstanding the above, the Company may immediately discharge an employee, without following progressive discipline or providing any prior warning or notice, for the following types of misconduct:

1. Dishonesty
2. Drunkenness or drinking of intoxicating liquor
3. Use of an illegal controlled substance while on the job.

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 necessary 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 Group Health Insurance Package during the period of absence.

Contributions to the Group Health Insurance Package 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 and although contributions may be made for those weeks into some other health and welfare fund. Employees who work either temporarily or in case of emergency under the terms of the Agreement shall not be covered by the provisions of the paragraph.

## PENSION

Effective April 1, 2014, to and including March 31, 2015 the employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of One Hundred Forty Dollars and twenty cents (\$140.20) per week for each employee covered by this Agreement who had been on the payroll thirty (30) days or more.

Effective April 1, 2015, to and including March 31, 2016 the employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of One Hundred Forty-Eight Dollars and Sixty Cents (\$148.60) per week for each employee covered by this Agreement who had been on the payroll thirty (30) days or more.

Effective April 1, 2016, to and including March 31, 2017 the employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of One Hundred Fifty-Four Dollars and Fifty Cents (\$154.50) per week for each employee covered by this Agreement who had been on the payroll thirty (30) days or more.

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. By the execution of this agreement, the Employer authorizes the Employer's Associations, which are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer 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.

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 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.

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 Pension Fund, created under this Agreement, in accordance with the rules and regulations of the trustees of such Funds, after the proper official of the Local Union has given seventy-two (72) hours' notice to the Employer of such delinquency in pension payments, the Local Union shall have the right to take such action as may be 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 employee for losses resulting there from.

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**H.L. Claeys & Company**

**and**

**Local 247 of the International Brotherhood of Teamsters**

**July 1, 2011 — March 31, 2015**

**RECEIVED**

**OCT 11 2011**

**CONTRACT  
DEPARTMENT**

**Tom Barlow, Esq.  
Jackson Lewis, LLP  
2000 Town Center  
Suite 1650  
Southfield, Michigan 48075  
(248) 936-1900**

## **AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, and effective as of July 1, 2011, by and between H.L. Claeys & Company, 31239 Mound Road, Warren, MI 48092, hereinafter referred to as the "Employer" for its Plumbing, Pipe, Valve and Fitting Warehousing and Trucking operations in the Metropolitan Detroit area, and TEAMSTERS LOCAL 247, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter termed the "Union".

The terms of this Agreement shall apply to all employees in the classifications of work set forth herein and shall cover all accretions to or relocations of the aforesaid bargaining unit operations, including newly established or acquired warehousing or transportation operations of the Employer.

### **ARTICLE I**

**Section 1. Union Security.** The Union shall be the sole representative in collective bargaining with the Employer for employees in the following bargaining unit: All drivers and warehousemen employed by the Employer at its warehouses in Metropolitan Detroit, but excluding office employees, clerical employees, service men, professional employees, guards and supervisory employees.

**Section 2. Membership As A Condition Of Employment.** The Employer agrees that, as a condition of continued employment, all present and future employees covered by this Agreement shall become and remain members in good standing in Local Union No. 247, an affiliate of the International Brotherhood of Teamsters, no later than either the thirty first (31st) day following the beginning of their employment, or the thirty-first (31st) day following the date of this clause, whichever is the later.

Upon written notice from the Union that any employee has failed to acquire or retain membership as above described, the Employer shall be obligated to discharge such employee.

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.

**Section 2. Pensions.** The Employer will pay into the Central States Southeast and Southwest Areas Pension Fund for each non-probationary bargaining unit employee who renders compensated service in any part of any week as follows:

Effective June 1, 2011 - \$168.70 per week.

Effective June 1, 2012 - \$182.20 per week

Effective June 1, 2013 - \$193.10 per week

Effective June 1, 2014 - \$204.70 per week

There will be a payment, via payroll deduction, of Six and 00/100 (\$6.00) Dollars per day to defer pension costs from each employee hired after August 1, 2011.

## **ARTICLE XI**

**Section 1. Protection of Rights.** It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute or refuses to go through or work behind any lawful primary picket line, excluding, however, picket lines at the Employer's place or places of business.

**Section 2. Struck Work.** It shall not be a violation of this Agreement and it shall not be a cause of discharge or disciplinary action if any employee refuses to perform any service which came to the Employer as a result of taking over struck work in cooperation with an Employer involved in a primary labor dispute.

## **ARTICLE XII**

**Section 1. Maintenance of Standards.** The Employer agrees that all conditions of



ARCHIMICA, INC.

and

TEAMSTERS LOCAL UNION  
NO. 245, AFFILIATED WITH THE  
INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS.

**AGREEMENT**

THIS AGREEMENT made and entered into as of November 7, 2011 by and between ARCHIMICA, INC., Springfield, Missouri (hereinafter referred to as "Employer"), and TEAMSTERS LOCAL UNION NO. 245, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as "Union").

**RECEIVED**

**MAR 16 2012**

**CONTRACT  
DEPARTMENT**

ARTICLE I  
Recognition

1.1

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all production and maintenance employees, truck drivers and custodians at the Employer's plant at Springfield, Missouri, excluding laboratory employees, office clerical employees, professional employees, watchmen-guards and supervisors as defined in the Labor Management Relations Act of 1947 as amended.

ARTICLE II  
Probationary Period

2.1

The probationary period for newly hired employees shall be sixty (60) calendar days (not counting days of formal instruction), unless the probationary period is extended by verbal agreement between the Employer and the Union. During the probationary period, a probationary employee may be disciplined, laid off or discharged without recourse to any other provisions of this Agreement. An employee who completes the probationary period shall be considered a regular employee and his seniority shall originate from his original date of hire.

ARTICLE III  
Job Stewards and Union Business Agents

3.1

(A) Job Stewards. The Union shall have the right to appoint one (1) or more job stewards and alternates, and shall notify the Employer, in writing, of the appointment of such job stewards and alternates. The sole function of job stewards or their alternate shall be the investigation and presentation of grievances arising under this Agreement. The job steward or alternate will at no time cause disruption of the work of the Employer. The job steward or alternate, in performing his functions hereunder, shall not perform such functions so as to unreasonably conflict with his normal duties for the Employer. The Union agrees that it shall not appoint more job stewards or alternates than necessary.

3.2

(B) Union Business Agent. The Union will designate, in writing, one or more Union Business Agents to service the employees of the Employer. The Union Business Agent shall be allowed on the premises of the Employer for the purpose of settling disputes between the Employer and the employees that may arise, after first receiving permission from the senior Human Resources official of the Employer or his designee.

ARTICLE IV  
Leaves of Absence

4.1

(A) The Employer may grant a leave of absence to an employee and shall notify the Union of such leave of absence. In the event the employee desires to extend the leave of absence, leave of

ARTICLE XVIII  
Shift Differential

18.1

(A) A shift differential of 20¢ per hour shall be paid to employees who are assigned to work on the second shift (4:00 p.m.-12:00 a.m.) provided the majority of hours worked on that day falls during the second shift; a shift differential of 25¢ per hour shall be paid to employees who are assigned to work on the third shift (12:00 a.m.-8:00 a.m.) provided the majority of the hours worked on that day falls during the third shift. An employee assigned to work on the first shift (8:00 a.m.-4:00 p.m.) who actually works at least four (4) hours on the second shift or on the third shift in any day shall be paid the applicable shift differential for all hours worked on the second shift or on the third shift on such day. \*\*Maintenance shifts start and end one (1) hour earlier than the above-outlined times.

18.2

(B) Employees assigned to work on a four shift operation scheduled in accordance with Article VIII (F), shall be paid a shift premium as follows:

If they are assigned to work on a fixed shift basis, a shift premium of 28¢ per hour in addition to the applicable shift differential pursuant to (A) above.

If they are assigned to work on a rotating shift basis, before the shift commences, the Employer and the Union shall meet to negotiate the amount to be paid in addition to the regular rate of pay to employees who are to work the rotating shift.

ARTICLE XIX  
Rest Periods

19.1

All employees covered by this Agreement shall be granted three (3) rest periods during each eight (8) hour shift, consisting of two (2) rest periods of ten (10) minutes each and one (1) rest period of thirty (30) minutes, at such times as may be granted by the employee's immediate supervisor in accordance with the work load of the employee.

ARTICLE XX  
Retirement

20.1

(A) The Employer shall pay into the Central States, Southeast and Southwest Pension Plan Trust the sum of \$126.50 a week for each employee covered by this Agreement who has completed thirty (30) calendar days of service and who has performed work for the Employer during the week. Effective September 17, 2012 the weekly contribution shall be increased to \$132.80. Effective September 16, 2013 the weekly contribution shall be increased to \$138.10. Effective September 15, 2014 the weekly contribution shall be increased to \$143.60. Effective September 14, 2015 the weekly contribution shall be increased to \$149.30. Effective September 19, 2016

36.2

No disabled employee (i.e., one who suffers from a physical or mental impairment) who is qualified and able to perform a job to which he is entitled pursuant to this Agreement shall be denied such job or otherwise discriminated against, because of such disability.

36.3

All references to the male gender in this Agreement shall be deemed also to refer to the female gender.

ARTICLE XXXVII

37.1

This Agreement shall represent the entire agreement between the parties hereto, and no oral statements or understandings shall affect the terms and conditions hereof.

ARTICLE XXXVIII  
Duration of Agreement

38.1

This Agreement shall become effective at 12:01 A.M. November 7, 2011 and shall continue in full force and effect to and including midnight of September 15, 2017, and shall continue in effect from year to year thereafter unless either party hereto gives written notice to the other party not less than sixty (60) days prior to September 15, 2017 or the Friday closest to September 15 of any subsequent year of its desire to terminate or modify this Agreement.

Executed this 28<sup>th</sup> day of February, 2012

TEAMSTERS LOCAL UNION NO. 245, AFFILIATED WITH INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS

BY:  \_\_\_\_\_

ARCHIMICA, INC.

BY: 

**RECEIVED**

MAR 16 2012

CONTRACT  
DEPARTMENT

**COLLECTIVE BARGAINING AGREEMENT**

between

**CO-FREIGHT, INC.**

and

**TEAMSTERS LOCAL UNION NO. 247**  
an affiliate of the  
**International Brotherhood of Teamsters**

**Effective August 1, 2012 through September 30, 2017**

**RECEIVED**

**FEB 11 2014**

**CONTRACT  
DEPARTMENT**

## **COLLECTIVE BARGAINING AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of August, 2012 by and between **CO-FREIGHT, INC.** for its plant located at 20501 Goddard Road, Taylor, Michigan 48180, party of the first part, hereinafter termed the "Company" and **TEAMSTERS LOCAL UNION No. 247**, an affiliate of the international Brotherhood of Teamsters, located at 2741 Trumbull Avenue, Detroit, Michigan 48216, party of the second part, hereinafter called the "Union".

### **ARTICLE I SCOPE OF AGREEMENT**

The Company recognizes and acknowledges that the Union is the exclusive representative, in collective bargaining with the Company for those classifications of employees listed in the attached Schedule "A", save and except those classifications listed in Article XVI, Section 1. The terms of this Agreement shall apply to all employees in the classifications of work set forth herein and shall cover all legal accretion to or relations of bargaining unit operations, specific to the pipe manufacturing industry.

### **ARTICLE II UNION SHOP AND DUES**

**SECTION 1.** All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All employees, who are not members of the Union and all employees who are hired hereinafter shall become and remain members in good standing of the Union as a condition of employment on and after the thirty-first (31<sup>st</sup>) day following the beginning of their employment, or on and after the thirty-first (31<sup>st</sup>) day following the effective date of this Agreement, or the date of the execution of this Agreement, whichever is the later.

**SECTION 2.** The Company agrees to deduct from the pay of each employee all dues and/or initiation fees of the Union and pay such amount deducted to the Union for each and every employee working in the classifications hereinafter set forth, provided however that the Union presents to the Company authorizations, signed by such employee, allowing such deductions and payments to the Union. The Company will transfer all monies so deducted to the Union by the thirty-first (31<sup>st</sup>) day of the month in the month such deductions are made. In the event any Company is delinquent at the end of a monthly period in the payment of such deductions to the Union and after the proper official of the Union shall have given seventy-two (72) hours' written notice to the Company of such delinquency, 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 in the event such action is taken, the Company shall be responsible to the employees for losses resulting therefrom. Error or inadvertent omissions relating to individual employees shall not constitute a violation. The Company agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contribution to Michigan DRIVE. The Michigan DRIVE shall notify the Company of the amounts designated by each contributing employee that are to be deducted on a weekly basis for all weeks worked from his/her paycheck. The phrase "weeks

**SECTION 3.** Safety equipment required by state or federal laws or by the Company's insurance carrier will be provided by the Company.

Items furnished without charge will include welder's protective equipment, hard hats, and non-prescription safety glasses. However, replacement for any of these items, or other safety items will require the employee to turn in the old items. If the employee does not submit the used, old items, it shall be the employee's responsibility to replace the safety items at the employee's expense.

Employees needing prescription lenses will be allowed ten dollars (\$10.00) toward the cost of new glasses to obtain safety lenses. The Company may obtain glasses, including lenses, wholesale.

Glasses will be replaced on the above basis when those items become unusable due to normal wear or use.

**SECTION 4.** The Company agrees to replace mechanics' tools, which are broken or worn out, provided the broken or worn out tool is turned in to the Company. If employee owned mechanics' tools are stored on the Company's premises, the Company agrees to replace such employee owned mechanics' tools if stolen from the Company's premises as a result of a break in.

#### **ARTICLE 10 HOLIDAYS**

**SECTION 1.** The following holidays, namely New Year's Day (January 1<sup>st</sup>), Memorial Day (last Monday in May), Independence Day (July 4<sup>th</sup>), Labor Day (1<sup>st</sup> Monday in September), Thanksgiving Day (4<sup>th</sup> Thursday in November) and Christmas Day (December 25<sup>th</sup>). New Year's Eve (December 31<sup>st</sup>) will be paid on the basis of eight (8) hours at the straight-time wage rates if such holidays are not worked, provided: i) the regular employee must work the regular scheduled work day which immediately precedes and the regular scheduled work day which immediately follows, the holiday, except in cases of proven illness or unless the absence is mutually agreed to; and, ii) employees who have been laid off by the Company in the work week in which the holiday falls will still be eligible for holiday pay for that holiday(s).

**SECTION 2.** Regular employees called to work on any of the above listed holidays shall be paid twice the regular rate for hours actually worked.

#### **ARTICLE 11 HEALTH AND WELFARE AND PENSION**

The Company agrees, as previously negotiated, to pay into the Michigan Conference of Teamsters Welfare Fund (MCTWF), for each employee covered by this Agreement who has been on the payroll for ninety (90) calendar days or more, the following weekly contributions:

<u>Effective Date:</u>	<u>Amount:</u>	<u>Plan Code:</u>
August 1, 2012	\$273.75	Key 2 306 YDN19
March 31, 2013	\$293.40	Key 2 306 YDN19
*tba	\$289.75	Key 2 809 TNK-AVN-1AT
March 30, 2014	\$310.30	Key 2 809 TNK-AVN-1AT
March 29, 2015	\$326.00	Key 2 809 TNK-AVN-1AT
April 3, 2016	\$333.50	Key 2 809 TNK-AVN-1AT
April 1, 2017	**MOB	Key 2 809 TNK-AVN-1AT

\*To be announced - approximately three (3) weeks after the MCTWF's approval.

\*\*Maintenance of Benefits - whatever the cost necessary to maintain the negotiated benefit plan.

The above contribution rates shall be guaranteed not to exceed the rates negotiated.

All payments into the MCTWF must be made within ten (10) days from the end of each calendar month to Michigan J. P. Morgan Chase Bank, NA, which bank has been made depository for the Michigan Conference of Teamsters Welfare Fund.

The parties agree that pension contributions will be paid to Central States, Southeast and Southwest Areas Pension Fund (the "Pension Fund") on behalf of all employees (regardless if they are labeled as temporary, seasonal, part-time or casual), who perform work as described in the collective bargaining agreement after they have been on the Company's payroll for thirty (30) calendar days. Said contributions will be paid for all compensable period including, but not limited to, actual days worked, paid vacations, paid holidays, paid sick days, etc. Employees who work strictly in cases of emergency are not covered by this Agreement.

The Company agrees to contribute into Pension Fund for each employee who is on the regular seniority list and for whom contributions are required under the rules established in the Pension Fund participation agreement the following weekly contributions:

<u>Effective Date:</u>	<u>Amounts:</u>
August 1, 2012	\$95.20
August 1, 2013	\$99.00
August 1, 2014	\$103.00
August 1, 2015	\$107.10
August 1, 2016	\$111.40

Said contributions will be paid for all compensable periods including but not limited to actual days worked, paid vacations, paid holidays, paid sick days, etc. Contributions shall be made by the 15<sup>th</sup> day of each calendar month to Mellon Bank, Central States Funds, Dept. 10291, Palatine, IL, 60055-0291.

Contributions to the MCTWF and the Pension Fund must be made each week for employees, who work a regular week, including paid vacations and are on the seniority list.



The provisions of this article shall not cover employees who work either temporarily or in cases of emergency under the terms of this Agreement.

If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions to the MCTWF and the Pension Fund for a period of four (4) weeks. If an employee is injured on-the-job, the Company shall continue to pay the required contributions for thirty (30) days.

If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the MCTWF during the period of absence. The Company is relieved from all responsibility upon compliance with its obligations under this Article and is under no obligation in the event that either fund is not adequate. There shall be no deduction from equipment rental or 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.

Notwithstanding anything herein contained, it is agreed that in the event the Company is delinquent at the end of a monthly period in the payment of the contribution 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 Union shall have given seventy-two (72) hours' notice to the Company of such delinquency in the MCTWF and/or 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 in the event such action is taken, the Company shall be responsible to the employees for losses resulting therefrom, and it is further agreed that in the event that legal action is instituted, the Company shall be responsible for all attorney fees and costs of such legal action.

## **ARTICLE 12 BEREAVEMENT PAY**

When death occurs in an employee's immediate family, specifically wife, husband, child or step-child, the employee on request, will be excused for up to three (3) normally scheduled work days immediately following the date of death and through the day of the funeral, provided he/she attends the funeral.

An employee who is absent from work due to the death of a parent, parent of a spouse, brother or sister of the employee or grandchild shall receive one (1) day of paid funeral leave for the date of the funeral.

An employee excused from work under this Article shall, upon making written application, receive the amount of wages he/she would have received by working during straight-time hours on such scheduled days of work for which bereavement pay is meant to compensate an employee who needs to be off work because of the death of a member of his/her immediate family as defined. Time off will be granted only when consistent with this purpose.

**COLLECTIVE BARGAINING AGREEMENT**

**By and between**

**CO-PIPE PRODUCTS, INC.**

**and**

**TEAMSTERS LOCAL UNION No. 247  
An affiliate of the  
International Brotherhood of Teamsters**

**Effective December 1, 2012 through September 30, 2017**

**RECEIVED**

**FEB 12 2014**

**CONTRACT  
DEPARTMENT**

## **COLLECTIVE BARGAINING AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of December, 2012 by and between **CO-PIPE PRODUCTS, INC.**, for its plant located at 20501 Goddard Road, Taylor, Michigan 48180, party of the first part, hereinafter termed the "Company" and **TEAMSTERS LOCAL UNION No. 247**, an affiliate of the International Brotherhood of Teamsters, located at 2741 Trumbull Avenue, Detroit, Michigan 48216, party of the second part, hereinafter called the "Union".

### **ARTICLE I SCOPE OF AGREEMENT**

The Company recognizes and acknowledges that the Union is the exclusive representative, in collective bargaining with the Company for those classifications of employees listed in the attached Schedule "A", save and except those classifications listed in Article XVI, Section 1. The terms of this Agreement shall apply to all employees in the classifications of work set forth herein and shall cover all legal accretion to or relations of bargaining unit operations, specific to the pipe manufacturing industry.

### **ARTICLE II UNION SHOP AND DUES**

**SECTION 1.** All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All employees, described in Schedule "A", who are not members of the Union and all employees who are hired hereinafter shall become and remain members in good standing of the Union as a condition of employment on and after the thirty-first (31<sup>st</sup>) day following the beginning of their employment, or on and after the thirty-first (31<sup>st</sup>) day following the effective date of this Agreement, or the date of the execution of this Agreement, whichever is the later.

**SECTION 2.** The Company agrees to deduct from the pay of each employee all dues and /or initiation fees of the Union and pay such amount deducted to the Union for each and every employee working in the classifications hereinafter set forth, provided however that the Union presents to the Company authorizations, signed by such employee, allowing such deductions and payments to the Union. The Company will transfer all monies so deducted to the Union by the thirty-first (31<sup>st</sup>) day of the month in the month such deductions are made. In the event any Company is delinquent at the end of a monthly period in the payment of such deductions to the Union and after the proper official of the

such employee-owned mechanics' tools if stolen from the Company's premises as a result of a break in.

**ARTICLE 10  
HOLIDAYS**

**SECTION 1.** The following holidays, namely New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, December 24, Christmas Day and December 31 will be paid on the basis of eight (8) hours at the straight-time wage rates if such holidays are not worked, provided:

- (i) the regular employee must work the regular scheduled work day which immediately precedes and the regular scheduled work day which immediately follows, the holiday, except in cases of proven illness or unless the absence is mutually agreed to; and
- (ii) employees who have been laid off by the Company in the work week in which the holiday falls will still be eligible for holiday pay for that holiday(s).
- (iii)

**SECTION 2.** Regular employees called to work on any of the above-listed holidays shall be paid twice the regular rate for hours actually worked.

**ARTICLE 11  
HEALTH AND WELFARE AND PENSION**

The Company agrees, as previously negotiated, to pay into the Michigan Conference of Teamsters Welfare Fund (MCTWF), for each employee covered by this Agreement who has been on the payroll for ninety (90) calendar days or more, the following weekly contributions:

<u>Effective Date:</u>	<u>Amount:</u>	<u>Plan Code:</u>
December 1, 2012	\$273.75	Key 2 306: YDN19
March 31, 2013	\$293.40	Key 2 306: YDN19
*tba	\$289.75	New Key 2 890 TNK-AVN-1AT
March 30, 2014	\$310.30	New Key 2 890 TNK-AVN-1AT
March 29, 2015	\$326.00	New Key 2 890 TNK-AVN-1AT
April 3, 2016	\$333.50	New Key 2 890 TNK-AVN-1AT
April 1, 2017	**MOB	New Key 2 890 TNK-AVN-1AT

\*To be announced - approximately three (3) weeks after the MCTWF's approval.

\*\*Maintenance of Benefits - whatever the cost necessary to maintain the negotiated benefit

plan.

The above contribution rates shall be guaranteed not to exceed the rates negotiated.

All payments into the MCTWF must be made within thirty (30) 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 Michigan Conference of Teamsters Welfare Fund.

The parties agree that pension contributions will be paid to Central States, Southeast and Southwest Areas Pension Fund (the "Pension Fund") on behalf of all employees (regardless if they are labeled as temporary, seasonal, part-time or casual), who perform work as described in the collective bargaining agreement after they have been on the Company's payroll for thirty (30) calendar days. Said contributions will be paid for all compensable period including, but not limited to, actual days worked, paid vacations, paid holidays, paid sick days, etc. Employees who work strictly in cases of emergency are not covered by this Agreement.

The Company agrees to contribute into the Pension Fund for each employee who is on the regular seniority list and for whom contributions are required under the rules established in the Pension Fund participation agreement the following weekly contributions:

<u>Effective Date:</u>	<u>Amounts:</u>
December 1, 2012	\$109.50
November 21, 2013	\$111.80
November 21, 2014	\$116.30
November 21, 2015	\$121.00
November 21, 2016	\$125.80

All payments into the Pension Fund must be made within thirty (30) days from the end of each calendar month to Mellon Bank, Central States Funds, Dept. 10291, Palatine, IL, 60055-0291.

Contributions to the MCTWF and the Pension Fund must be made each week for employees, who works a regular week, including paid vacations and are on the seniority list.

The provisions of this article shall not cover employees who work either temporarily or in cases of emergency under the terms of this Agreement.

If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions to the MCTWF and the Pension Fund for a period of four (4) weeks. If an employee is injured on the job, the Company shall continue to pay the required contributions for thirty (30) days.

If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the MCTWF during the period of absence. The Company is relieved from all responsibility upon compliance with its obligations under this article and is under no obligation in the event that either fund is not adequate. There shall be no deduction from equipment rental or 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.

Notwithstanding anything herein contained, it is agreed that in the event any company is delinquent at the end of a monthly period in the payment of the contribution 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 Union shall have given seventy-two (72) hours' notice to the Company of such delinquency in the MCTWF and/or 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 in the event such action is taken, the Company shall be responsible to the employees for losses resulting therefrom, and it is further agreed that in the event that legal action is instituted, the Company shall be responsible for all attorney fees and costs of such legal action.

#### ARTICLE 12 LEAD MEN

A lead man is an employee in the bargaining unit represented by the Union who is appointed by the Company to lead a group of men with whom he/she works and who is familiar with the requirements of the various functions performed by the group. Under instructions from a foreman and a superintendent, he/she directs the activities of the group, assigns work, instructs, corrects, or points out errors in the workmanship whenever necessary. The lead man has no authority to hire, fire, to take or recommend disciplinary action.

Lead men will receive ten cents (10¢) per hour or more above the rate for the highest classification they lead. A lead man has no preferred seniority as such but shall, if his/her designation as lead man is terminated by the Company, be assigned to available work and may thereafter exercise his/her seniority in the classification to which assigned and for bidding on a posted job. Lead men will not be scheduled for more hours than those he leads, unless his seniority in the department entitles them to do so.

#### ARTICLE 13 REPEAVEMENT PAY

When death occurs in an employee's immediate family, specifically wife, husband, child or step-child, the employee on request, will be excused for up to three (3) normally scheduled

## AGREEMENT

**THIS AGREEMENT** made and entered into this 1st day of June, 2012, by and between J.W. COLE & SONS located at 6500 Mt. Elliott, Detroit, Michigan, hereinafter termed the "Employer", and the Local Union No. 243, affiliated with the International Brotherhood of Teamsters, located at 39420 Schoolcraft, Plymouth Township, Michigan, 48170, hereinafter called the "Union".

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

### ARTICLE I

#### RECOGNITION, UNION AND SHOP DUES

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; and all new operations, within the boundaries of Wayne, Macomb, Oakland, Washtenaw and Livingston Counties, which are lawful accretions to the Employer's existing bargaining unit operation and all relocations, within the boundaries of Wayne, Macomb, Oakland, Washtenaw, and Livingston Counties of the Employer's existing bargaining unit operation.

Employees in existing bargaining unit operations of the Employer in the order of their seniority, shall have preferential transfer rights to openings in new operations within the boundaries of Wayne, Macomb, Oakland, Washtenaw, and Livingston Counties, without loss of pay or seniority.

Section 2. The Employer agrees that as a condition of continued employment, all present and future regular employees and casual employees covered by this Agreement shall become and remain members in good standing in Local Union No. 243 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, no later than either the thirty-first (31st) calendar day following the beginning of their employment or the thirty-first (31st) calendar day following the effective date of this clause, whichever is the later.

When the Employer needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

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DEPARTMENT**

Compensation for each week of vacation shall be computed at forty (40) times the then prevailing straight time hourly rate.

Section 3. All vacations earned must be taken by employees and no employee shall be entitled to vacation pay in lieu of vacation; provided, however, that if mutually agreed upon between the Employer and employee, the employee shall either take the fourth (4th) and/or fifth (5th) week of vacation or shall take only three (3) weeks and receive compensation for the fourth (4th) and/or fifth (5th) week of vacation. Employees who have not actually worked sixty percent (60%) of the total working days of the year but who have completed one (1) year of seniority, shall receive vacation on a pro-rata basis. This pro-rata entitlement shall also include employees who have quit, been discharged, or laid off before they have worked their sixty percent (60%); provided, he has worked his first full year.

Section 4. Employee, upon the giving of a reasonable notice of not less than one (1) week to his Employer, shall be given his vacation pay before starting on his earned vacation.

Section 5. Vacation pay shall be paid and may be taken only after expiration of twelve (12) consecutive months from the employee's anniversary hire date. Vacations may be taken at any time of the year; provided, however, that only twenty percent (20%) of the employees in each classification shall be off at any one time unless otherwise mutually agreed. Where more than twenty percent (20%) of the employees in each classification request vacation at the same time, seniority shall prevail.

Section 6. An employee who is on worker's compensation shall have the time spent on worker's compensation counted as days worked for purposes of earning a vacation entitlement; provided, however, the employee would have been scheduled to work based on the employee's seniority slot. Time spent on worker's compensation shall be counted as days worked only during the employee's anniversary year in which the injury occurs. By anniversary year, it is understood and agreed that the parties mean the time period from the anniversary date of an employee's hire by the Employer until one (1) year therefrom. An employee on worker's compensation shall not have his time so spent counted as days worked in any anniversary year other than the year in which the injury occurs.

## **ARTICLE IX**

### **HEALTH AND WELFARE AND PENSION**

Section 1. Health and Welfare Benefits, Key I PLAN #230 (with \$250.00 Sickness and Accident): Effective June 1, 2012, the Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund a contribution of \$288.75 per week for each employee covered by this Collective Bargaining Agreement who is on the regular seniority list.



Effective March 31, 2013, the Employer agrees to pay into Michigan Conference of Teamsters Welfare Fund a contribution of \$313.90 per week for each employee covered by this Collective Bargaining Agreement who is on the seniority list.

Effective March 30, 2014, the Employer agrees to pay into Michigan Conference of Teamsters Welfare Fund a contribution of \$336.10 per week for each employee covered by this Collective Bargaining Agreement who is on the seniority list.

Effective March 29, 2015, the Employer agrees to pay into Michigan Conference of Teamsters Welfare Fund a contribution of \$353.00 per week for each employee covered by this Collective Bargaining Agreement who is on the seniority list.

Effective July 15, 2012 employees shall be obligated to pay two (2) hours pay each week for Health & Welfare coverage based upon their hourly rate of pay in effect at the time. The Employer will deduct said amount from the pay of each employee weekly.

All payments into the Welfare Fund must be made within fifteen (15) days from the end of each calendar month to the Bank which has been made depository for the Michigan Conference of Teamsters Welfare Fund.

Any reduction in Health Insurance costs goes one hundred percent (100%) to the Employer.

Section 2. Pension Benefits: Effective June 1, 2012, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of \$259.00 per week for each employee covered by this Collective Bargaining Agreement starting the thirty-first (31<sup>st</sup>) calendar day after the employee is placed on the regular seniority list.

Effective June 1, 2013, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of \$269.40 per week for each employee covered by this Collective Bargaining Agreement starting the thirty-first (31<sup>st</sup>) calendar day after the employee is placed on the regular seniority list.

Effective June 1, 2014, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of \$280.20 per week for each employee covered by this Collective Bargaining Agreement starting the thirty-first (31<sup>st</sup>) calendar day after the employee is placed on the regular seniority list.

With respect to casual or seasonal employees, the parties agree that in the event that an individual employed on a casual or seasonal basis works one thousand (1,000) hours or more in a twelve (12) month period, he will be considered a regular employee for purposes of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years), will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

Section 3. Contributions to the Welfare Fund and Pension Fund must be made for each week on each regular employee, even though such regular employees 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 those weeks into some other Welfare Fund 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 Section.

Section 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 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 to the Welfare Fund and Pension Fund, until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

Section 5. 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 and Welfare Fund 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 to the Employer of such delinquency in the Welfare Fund 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 in the event such action is taken, the Employer shall be responsible to the employee for losses resulting therefrom.

Section 6. 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.

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 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.

Section 7 - Supplemental Insurance When approved by the employee the Employer agrees to deduct from the pay of said employee covered by this Agreement any fee or cost for supplemental health insurance, life insurance or other medical benefits, which may be established by the Local Union.


The Employer will remit the deduction to the representative designated by the Local Union, by the end of the month in which the deduction was made. With each remittance the Employer will provide a listing of the participating employees in alphabetical order by their social security number.

THIS AGREEMENT shall be in full force and effect from June 1, 2012 through May 31, 2015.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 2  
day of August, 2012.


**EMPLOYER**

J.W. COLE & SONS

BY:  Redacted by U.S. Treasury  
BY: \_\_\_\_\_  
BY: \_\_\_\_\_

**UNION**

TEAMSTERS LOCAL UNION NO. 243,  
AFFILIATED WITH THE  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS

 Redacted by U.S. Treasury  
BY: \_\_\_\_\_ (PRES)  
BY: \_\_\_\_\_ (REAS)  
BY: \_\_\_\_\_ (BA)  
BY: \_\_\_\_\_ (BA)

**RECEIVED**

**AUG 15 2012**

**CONTRACT  
DEPARTMENT**

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**COLUMBIAN DISTRIBUTION SERVICES, INC.**

**And**

**GENERAL TEAMSTERS LOCAL UNION NO. 406**

**RECEIVED**

**FEB 28 2011**

**CONTRACT  
DEPARTMENT**

**Duration: November 14, 2010 - October 31, 2015**

## AGREEMENT

AN AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, effective November 14, 2010, by and between COLUMBIAN DISTRIBUTION SERVICES, INC., hereinafter referred to as the "Employer" or "Company" and GENERAL TEAMSTERS LOCAL UNION NO. 406. hereinafter referred to as the "Union," as follows.

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and the employees; and of promoting and improving peaceful industrial and economic relations between the parties.

WITNESSETH:

### ARTICLE I

#### RECOGNITION, UNION SHOP AND DUES

Section 1. The bargaining unit shall be described as follows:

All drivers, warehousemen and mechanics (including helpers) employed by the Company in Grand Rapids, Michigan, but excluding all temporary and seasonal employees and workers, custodial employees, clerical and technical employees, guards and supervisors as defined in the Act.

Section 2. All present employees 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 the 31st day following the effective date of this subsection or the date of this Agreement, whichever is the later. An employee who has failed to acquire, or thereafter maintain, membership in the Union as herein provided, shall be terminated seventy-two (72) hours after his Employer has received written notice from an authorized representative of the Local Union, certifying that membership has been, and is continuing to be, offered to such employee on the basis as all other members and, further, that the employee has had notice and opportunity to make all dues or initiation fee payments. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

Section 3. When the Employer needs additional help, he shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

wage increases reflected in the above classification scale. [Red circle warehousemen will be listed by name in a letter of understanding].

Hire In Rate. All employees hired into the classifications of drivers, warehousemen and mechanics on or after the date of this Agreement shall be paid at 80% of the above classification rates and will thereafter each twelve (12) months receive a five (5%) wage increase until the classification rate is reached.

Leadmen. All leadmen shall be paid an additional fifteen cents (\$0.15) per hour over the above classification rate.

Night Shift Premium. A night shift premium of five cents (\$0.05) per hour above the employee's established rate of pay shall be paid to all employees whose regularly scheduled starting time is between 12:00 p.m. (noon) and 5:00 a.m.

## ARTICLE 2

### DUTIES AND QUALIFICATIONS OF CLASSIFICATIONS

Section 1. Journeyman Mechanic. A Journeyman Mechanic shall be defined as one who has served four (4) years at the trade or any specialized branch thereof, and is qualified to perform the following operations or any specialized branch thereof; maintaining, repairing of trucks, trailers and equipment; dismantling and rebuilding of internal combustion motors, vehicles, chassis and parts thereof including servicing of brakes and/or towing of defective equipment and other road service.

Section 2. Leadman. A Leadman shall be defined as an employee who performs work but who directs the activities of other employees without the authority to hire or fire or effectively recommend such action; and/or who is charged with the responsibility of making decisions as to what repairs are necessary. The Company reserves the right to appoint and remove Leadmen.

Section 3. Spotter. This driver/warehouseman will spot trailers, hook up and drop trailers, pick up and deliver freight in the Grand Rapids area, work as a warehousemen, and do such other jobs as directed relating generally to these duties.

## ARTICLE 3

### HEALTH AND WELFARE AND PENSION

Section 1. Health & Welfare.

a. The Employer agrees to contribute for each employee covered by this Agreement who is on the seniority list unless otherwise specified in Schedule A, the following maximum weekly premium amounts to the Michigan Conference for the KEY III health plan (KNDAVR2CT) beginning on the dates recited below. The Employer is responsible to remit the

entire premium to MCTWF. Each employee is required to pay 25% of the weekly premium via payroll deduction.

<u>Effective</u>	<u>Not to Exceed</u>
11-14-2010	\$270.65
04-03-2011	\$280.60
04-01-2012	\$293.25
03-31-2013	\$318.20
04-01-2014	OPEN
04-01-2015	OPEN

b. The Employer will establish a Health Reimbursement Account for all employees. Effective November 15, 2010, the Employer will deposit \$750.00 into each employee's HRA. Effective October 31, 2011, the Employer will deposit an additional \$750.00 into each employee's HRA. Unused funds in an employee's HRA shall roll over from year to year. Any unused funds in an employee's HRA upon his/her severance or retirement from the Company may be applied to COBRA or retirement insurance premiums. Any balance is forfeited if an employee's employment is terminated for any reason other than retirement and the employee does not elect COBRA.

c. AFLAC insurance will be made available to each employee via payroll deduction. Participation in AFLAC is voluntary, and the cost of any AFLAC products is the responsibility of the employee.

Section 2. Pension (Class 18). Additionally, the Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund for each bargaining unit employee upon completion of their probationary period for a pension benefit a weekly contribution of:

<u>Effective</u>	<u>Amount</u>
11-01-2010	\$209.10
04-27-2011	\$225.80
04-27-2012	\$243.90
04-27-2013	\$258.50
04-27-2014	\$274.00
04-27-2015	\$290.40

Section 3. All payments into the Central States, Southeast and Southwest Areas Health & Welfare and Pension Funds 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, 60609, Account 7000.

Section 4. Upon an employee's completion of their probationary period as provided in Section 3, Article 6, contributions for health and welfare and pension participation must be made for each week for each employee who has performed a minimum of one (1) day's work within each week. No work paid time will constitute days worked in applying this provision.

Section 5. 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 Article. Any casual worker who works one-thousand (1000) hours in any twelve (12) month period and who works beyond these hours shall be immediately placed on the regular seniority list with no further probationary period.

Section 6. If an 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 make the required contributions to the health and welfare and pension funds for a period of four (4) weeks. If an employee is receiving workers' compensation, 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.

Section 7. 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 and pension funds during the period of absence.

Section 8. 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 health and welfare and/or pension funds, 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 strike.

Section 9. It is agreed that the Health and Welfare Fund and the Pension Fund will be separately administered each jointly by Employer and Union in compliance with all applicable laws and regulations, both state and federal.

Section 10. By the execution of this Agreement, the Employer authorizes the Employer Associations who are signatories to collective bargaining agreements with Teamster Unions containing similar provisions, 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 already taken, or to be taken, by such Trustees within the scope of their authority.

#### ARTICLE 4

#### IMPROVED EFFICIENCIES

The Union agrees that competitive conditions require that the Company improve production efficiencies and hereby pledges its full cooperation on behalf of itself and its members within the bargaining unit in exploring, developing and implementing improved production efficiencies.



# AGREEMENT

By and Between

COMMERCE PAPER COMPANY

And

TEAMSTERS LOCAL NO. 20  
AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS



**RECEIVED**

JAN 17 2013

CONTRACT  
DEPARTMENT

Commencement: July 1, 2012

Termination: June 30, 2015

EFFECTIVE: July 1, 2012

EXPIRATION: June 30, 2015

### AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of July, 2012 in the City of Toledo, County of Lucas, State of Ohio, by and between the Commerce Paper Company, the party of the first part, hereinafter called the "Employer," and the Teamsters Local Union No. 20, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, Toledo, Ohio, party of the second part, hereinafter called the "Union," with respect to employees of the Employer, at Employer's Warehouse in Toledo, Ohio.

### WITNESSETH:

The parties hereto, in consideration of the mutual benefits to be derived from collective bargaining and for the purpose of securing closer cooperation among and between the Employer and the Employees and in consideration of the promises, obligations and undertakings of each party, as herein contained, agree as follows:

### RECOGNITION

Section 1. The Employer 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 Employer in Employer's Toledo Warehouse, except Office and Supervisory employees and Salesmen.

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 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.

### 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, or the effective date of this Agreement, whichever is the later (employees who work thirty (30) or more days out of one hundred twenty (120) days shall become members of the Union); that the continued employment in said unit of persons who are already members 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

Section 2. It is agreed by the Employer that any employee who may be injured during the course of his day's employment shall be paid a minimum of eight (8) hours' pay for that day.

#### HEALTH AND WELFARE AND INSURANCE PLAN

1. The Employer will contribute to Teamsters Local No. 20 Union Insurance Health and Welfare Plan and Trust, for Plan 6, and Rx the amounts as prescribed by the Fund, per month for each family, employee plus one and single, for each regular full-time employee covered by this agreement who has worked at least one (1) day during the month until September 1, 2012. Payment of the sum due, together with a list of the names and social security numbers of employees for whom payment is made, shall be forwarded to Teamsters Local No. 20 Health and Welfare Plan and Trust by the fifteenth (15th) of the current month. Effective September 1, 2012, and for the term of this Agreement, the Employer will provide health insurance with a provider of its choice that contains benefits and coverages as summarized in Appendix "B," attached hereto, which becomes a part of this Agreement.

2. Any increases in the amount of insurance premiums to be paid during the term of this Agreement, due to a rise in health costs or otherwise, which does not increase the amount of benefits or coverage for the employees, shall be paid for by the Employer, so long as the increase does not exceed 8% in of the preceding year's cost. Should the monthly increases exceed 8% of the preceding year's cost, the employees will pay the additional amount through weekly payroll deductions. Additionally, all employees will pay 8.33% of health insurance premiums by deduction from the employee's paycheck each week. If there is a reduction, the employee will get the reduction in his deduction. Employee's payments shall be made pursuant to the Employees Section 125 Plan on a tax deferred basis.

3. 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 pay the insurance premium for a period of one (1) month. If an employee is injured on the job, the Employer shall continue paying the insurance premiums until such employee returns to work; such payments shall not be made for a period of more than six (6) months. If an employee is granted a personal leave of absence, the Employer shall collect from said employee, prior to the leave being effective, sufficient monies to pay the required insurance premium during the period of absence.

#### PENSION PLAN

Section 1. Effective July 1, 2012, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of \$85.80 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective July 1, 2013, the weekly contribution shall be increased to \$89.20 per week. Effective July 1, 2014, the weekly contribution shall be increased to \$92.80. The Employer shall not be responsible, during the term of this Agreement, for any premium increase due to an increase in benefits, nor shall benefits be increased without the agreement of the Employer.

Section 2. By the execution of this Agreement, the Employer authorizes the Employer's 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 3. 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. 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 4. Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of the period in a payment of his contributions to the Central States Southeast Southwest Areas Pension Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such Fund, after an Officer of the Union has given seventy-two (72) hours' notice to the Employer of such delinquency in pension payments, the Union shall have the right to take such action as they may 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 all losses resulting there from.

Employers who are delinquent also must pay all attorney fees and costs of collection.

#### MISCELLANEOUS PROVISIONS

Section 1. The Employer agrees to furnish Bulletin Boards in each Department.

The Union shall have the right to post Union notices or notices of social gatherings on the Union's Bulletin Board.

Section 2. After one (1) year's service, employees who are dismissed for no fault of their own shall receive one (1) week's severance pay. After two (2) years' service, employees shall receive two (2) weeks' pay, and after twelve (12) years' service, employees shall receive three (3) weeks' severance pay.

Section 3. The Employer agrees that it will not discriminate against an employee or applicant for employment for or on account of his affiliation or activities with the Union or because of race, creed, color or national origin.

Section 4. The Employer agrees that all employees shall have two (2) fifteen (15) minute rest periods per day. The time for rest periods shall be worked out by the Employer and the Shop Steward.

**AGREEMENT**  
Between

**CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS  
LOCAL UNION NO. 135**  
affiliated with the  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

and

**THE TRIBUNE-STAR**

January 1, 2014, through December 31, 2016

**RECEIVED**  
MAR 28 2014  
CONTRACT  
DEPARTMENT

ORIGINAL

## AGREEMENT

**THE TRIBUNE-STAR** hereinafter referred to as the "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, to wit:

### ARTICLE 1 RECOGNITION

- 1.1 The Company recognizes and acknowledges that the Union shall be the exclusive representative of all employees in the classification of work covered by this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act.

### ARTICLE 2 UNION SECURITY

- 2.1 As a condition of continued employment, all persons who are hereinafter employed by the Company in the units subject to this Agreement shall become members of the Union not later than the thirtieth (30th) worked day following the beginning of their employment or the effective date of this Agreement, whichever is the later, that the continued employment by the Company in said unit of employees who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of periodic dues to the Union; and the continued employment of persons who were in the employ of the Company prior to the date of this Agreement and becoming members of the Union not later than the thirtieth (30th) day following the execution of this Agreement. No requirements for maintenance of membership in good standing beyond those provided for in the Labor Management Relations Act of 1947, as amended, shall be required by the Union.
- 2.2 The failure of any person to become a member of the Union at such required time shall obligate the Company, upon receipt, via registered mail, of written notice from the Union to such effect, and to the further effect that Union membership was available to such persons on the same terms and conditions generally available to other members to forthwith discharge such persons within three (3) days after receipt of such notice. Further, the failure of any person to maintain his Union membership in good standing, as required herein, shall upon receipt, via registered mail, of written notice from the Union to such effect obligate the Company to discharge such person within three (3) days after receipt of such notice.

representatives shall have the right to take such legal 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.

## **ARTICLE 15** **PENSION PLAN**

- 15:1 Effective January 1, 2008, the employer shall contribute to the Central States Pension Fund on behalf of all employees covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.
- 15:2 Effective January 1, 2014, the Employer shall remit the sum of Eighty Four Dollars and Thirty Cents (\$84.30) per week for each employee. Effective January 1, 2015, the Employer shall remit the sum of Eighty Nine Dollars and Forty Cents (\$89.40) per week for each employee. Effective January 1, 2016, the Employer shall remit the sum of Ninety three dollars (\$93.00) per week for each employee.
- 15:3 The Employer's sole liability as to pension benefits for its employees covered by this collective bargaining agreement, is limited to its negotiated contributions to the Central States Pension Fund. The Employer specifically assumes no responsibility for the benefits promised the participants and the Central States Pension Fund by the Trustees, the Union or their advisors.
- 15:4 It is agreed that in the event any Employer is delinquent at the end of period in the payment of his contribution to the Pension Fund of Funds created under this Contract in accordance with the rules and regulation of the Trustees of such Funds, the employees or their representatives shall have the right to take such legal 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.

## **ARTICLE 16** **EQUIPMENT**

- 16.1 The Company will furnish all vehicles used on the job. The Company may establish rules and regulations as to the use of its said vehicles. Rules and regulations as to use of vehicles shall include prescribing the routes,

AGREEMENT BETWEEN

COMMUNITY TIRE CO., INC.

d/b/a COMMUNITY TIRE RETREADING

AND

AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES

EMPLOYEES UNION, TEAMSTERS LOCAL NO. 618

MAY 1, 2014 THROUGH JUNE 1, 2018

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CONTRACT  
DEPARTMENT



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### AGREEMENT

Made and entered into by and between COMMUNITY TIRE COMPANY, INC. d/b/a COMMUNITY TIRE RETREADING herein after called the "Employer" or "Company," and AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES EMPLOYEES UNION, LOCAL NO. 618, hereinafter called the "Union."

RECOGNITION-- The Employer recognizes the Union, within its present jurisdiction (Franklin, Jefferson, Warren, St. Charles, Lincoln, St. Louis County and the City of St. Louis), as the sole bargaining agent for the classifications described herein. 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. Except as otherwise provided herein, the Company agrees that all duties coming under the jurisdiction of or specified in this Contract shall be performed only by members of the bargaining unit herein described.

PURPOSE OF AGREEMENT -- It is the intention of the parties that this Agreement will establish sound relations between the Company and its employees which will promote harmony, genuine cooperation and efficiency, to the end that the employees and the Company may mutually benefit; assure a full day's work for a day's pay; facilitate peaceful adjustment of differences which may arise from time-to-time between the Company and the Union, or between the Company and any employees covered by this Agreement; achieve uninterrupted operations in the plant; and encourage the highest level of employee performance consistent with safety, good

B.6.06. Employee Off Sick -- 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 payment shall not exceed twelve (12) in number.

B.6.07 Employees on Layoff or Work Stoppage -- During any temporary layoff for the Employer's convenience or lawful work stoppage or strikes on the part of the employees, the Employer shall continue to pay not more than two (2) premiums after the date of such layoff or one (1) premium after the date of such lawful work stoppage or strike.

B.6.08 Agreement to Subscribe to Trust-- For and in consideration of benefits to be derived, and for other good and valuable consideration, the Employer hereby adopts and agrees to be bound by the Agreement and Declaration of Trust of the Automotive, Petroleum and Allied Industries Employees Welfare Fund, including any amendments made or hereafter made thereto; and the Employer agrees to accept and be bound by the Trustees and their successors pursuant to the terms of the Trust, and authorizes the Trustees or their successors to administer the Welfare plan in accordance with the terms of the Trust; and hereby ratifies and accepts such Trustees and the terms and conditions of said Trust as fully and completely as if made by the Employer.

B.6.09 New Employee - Claim Payment Coverage -- A new employee shall be eligible for payment of claims originating on or after the 1st day of the third month of contribution payment.

EXCEPTION -- A new employee who has been covered by the Union's Health and Welfare Fund within the preceding twelve (12) months of their date of hire, and not in continuous coverage prior to new hire, would be eligible for claim payment on claims originating on or after the first (1st) of the first (1st) month following their date of hire. (If hired on the first (1st) day of the month, this would be considered the first (1st) month.)

6.5 PENSION -- The Employer agrees to pay on the first (1st) day of each month into the Central States Southeast and Southwest Areas Pension Fund (the "Fund"), on each employee covered by this Agreement \$99.00 per week during the term of this Agreement

Employer contributions shall be required and remitted to the Fund as follows:

- (a) On each regular, full-time employee who has been on the payroll thirty (30) days or more.
- (b) On each regular, full-time employee who has worked in any week or portion thereof.
- (c) If an employee for whom the Employer would contribute to the Fund if working, 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 on his or her behalf for a period of four (4) weeks.
- (d) If an employee for whom the Employer would contribute to the Fund if working, is injured on the job and notifies the Employer of such absence, 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.

(e) Part-time, temporary, seasonal or extra employees (whether casual, on-call or regularly scheduled) shall not be deemed "regular" employees for purposes of this Section 6.10, but if such an individual employed on a part-time, temporary, seasonal, or extra basis works 1,000 hours or more in any Plan (calendar) Year, he or she will thereupon be considered a regular employee for purposes of participation in the Fund, and all hours worked by him or paid for (such as vacations, holidays, funeral leave, but not disability leave) thereafter (for the remainder of that Plan Year and all subsequent years in which the employee performs work) will require the Employer to make contributions to the Fund in the same manner and amount as is required by this Contract for regular, full-time employees.

6.6 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 Pension fund created under this Contract, in accordance with the rules and regulations of the Trustees of such fund, 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 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 employee(s) for losses resulting therefrom.

Extra or part-time employees are exempt from the above provisions and are defined as follows:

(a) Extra employees are those who are not regularly employed but may be called in from time-to-time and work twenty-four (24) hours.

(b) Part-time employees are those who are regularly employed on a schedule of twenty-four (24) hours or less per week.

(c) It is further understood that the Employer is not required to make regular contributions on any employee who is employed by another employer where he is covered by a comparable Health and Welfare program, when copy of such program is submitted to the Union for approval.

## ARTICLE VII STANDARD OF CONDUCT

7.01 The following list includes but is not limited to the specific conduct that may be cause for severe discipline up to and including immediate discharge.

(a) Immoral, indecent or violent conduct or fighting (aggressor only) on Company time or premises or threat of violent assault.

(b) Falsifying or requesting someone else to falsify work or attendance records, time cards, employment application, or falsely claiming sick leave.

## AGREEMENT

Made and entered into by and between COMMUNITY WHOLESALE TIRE DISTRIBUTING, INC. hereinafter called the "Employer", and AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES EMPLOYEES UNION, LOCAL NO. 618, hereinafter called the "Union".

**RECOGNITION** - The Employer recognizes the Union, within its present jurisdiction (Franklin, Jefferson, Warren, St. Charles, Lincoln, St. Louis County and the City of St. Louis), as the sole bargaining agent for the classifications described herein. 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 Company agrees that all duties coming under the jurisdiction of or specified in this Contract shall be performed only by members of the bargaining unit herein described.

**PURPOSE OF AGREEMENT** - It is the intention of the parties that this Agreement will establish sound relations between the Company and its employees which will promote harmony, genuine cooperation and efficiency, to the end that the employees and the Company may mutually benefit; assure a full day's work for a day's pay, and to facilitate peaceful adjustment of differences which may arise from time-to-time between the Company and the Union, or between the Company and any employees covered by this Agreement and to achieve uninterrupted operations in the plant and to achieve the highest level of employee performance consistent with safety, good health and sustained effort. This Agreement is intended to set forth all the rights of the Union and the employees, all of which arise as a result of this Contract.

It is recognized that the interests of the Company and the interests of its employees are fundamentally the same since the Company must prosper if its employees are to prosper. This requires that both the Company and the employees work together to the end that quality and costs of products or service will prove increasingly more attractive to the customers of the business so that the business will be continuously successful. Accordingly, the Company and the Union, do hereby mutually pledge themselves to make every effort to make this Agreement the means of improving the relations between the employees covered by this Agreement and the Company, of obtaining fair treatment for all employees of the Company, and of improving efficiency and economics so that both may prosper.

## ARTICLE I UNION SHOP, DUES

**1.01 UNION SECURITY** - It shall be a condition of employment that all employees of the Employer 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 on the effective date of this Agreement, shall on the thirty-first (31<sup>st</sup>) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, shall, on the thirty-first (31<sup>st</sup>) day following the beginning of such employment become and remain members in good standing in the Union.

**ARTICLE 6**  
**HEALTH AND WELFARE**

6.01 Full-time Employees covered by this Agreement shall be entitled to coverage, deductibles and all other terms and conditions of that Health Insurance Plan which is provided by the Company from time to time to all of its other employees commencing on the first of the month following completion of the probationary period. Full-time, non-probationary Employees shall also be eligible for dental coverage as that then provided to all other employees of the Company. The terms, conditions, deductibles, eligibility and benefits of the applicable health or dental plan as chosen by the Employer shall govern and the Employer's responsibility shall be limited to paying its share of the appropriate premium to provide such coverage.

The premiums for the coverage shall be shared between the Employer and Employee selecting coverage as follows:

Effective May 1, 2013:      Employer 90%      Employee 10%

An employee selecting insurance coverage will have his/her share of the premium deducted from gross earnings before tax deductions. Employees will have the option of taking only dental, only health insurance, both health and dental, or no coverage. Life Insurance, AD&D and LTD are provided by Company without charge to employees even if no dental or health insurance selected by employee.

In the event national or state health insurance legislation goes into effect during the term of this Agreement which either substantially or materially affects the benefits provided by the Labor Health Network or the total cost to the Employer and employees of providing such benefits (including any new or increased taxes for that purpose), or provides for the possibility of alternative coverage to the employees covered by this Agreement, the provisions of this Section apply. The Company may reopen this Agreement upon sixty (60) days' written notice to the other for the purpose of mutually agreeing upon a possible new or revised welfare and/or wage provision to reflect such changed conditions.

6.02 **EMPLOYEE OFF SICK** – In the event an employee is injured or becomes sick, the employee shall remain covered for six (6) months inclusive of the month of the injury or sickness.

6.03 **EMPLOYEES ON LAYOFF** – During any temporary layoff for the Employer's convenience, Employer shall continue to pay not more than two (2) premiums after the date of such action.

6.04 **PENSION** – The Employer agrees to pay on the first day of each month into the Central States Southeast and Southwest Areas Pension Fund, on each employee covered by this Agreement as follows:

Effective May 1, 2013 - \$48.40 per week, per employee.

Employer contribution requirements shall be as follows:

- (a) On each regular or extra employee who has been on the payroll thirty (30) days or more (Note 1).
- (b) On each regular or extra employee who has worked in any week or portion thereof.
- (c) 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.
- (d) 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.
- (e) 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.

NOTE 1: For purposes of defining "extra employees", it is understood such employee is currently in the employ of the contributing Employer having passed the thirty (30) day probationary period and works intermittently.

6.05 **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 its contribution to the Pension Fund, 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 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 employee(s) for losses resulting there from.

Extra or part-time employees are exempt from the above provisions and are defined as follows:

- (a) Extra employees are those who are not regularly employed but may be called in from time-to-time and work twenty-four (24) hours.
- (b) Part-time employees are those who are regularly employed on a schedule of twenty-four (24) hours or less per week.
- (c) It is further understood that the Employer is not required to make regular contributions on any employee who is employed by another employer where he is covered by a comparable Health and Welfare program, when copy of such program is submitted to the Union for approval.

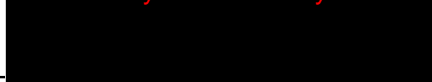
16.03 **SUCCESSOR** - In the event of the sale, consolidation, merger or transfer of the business to a Company or entity other than the Employer, the Employer shall make known to such other party the terms of this Agreement prior to the effectuation of said sale, consolidation, merger or transfer. The successor hereto shall then have the option of accepting the terms, conditions and obligations of this Contract. If the successor does not so accept, the Union may seek against the successor whatever legal remedies it deems appropriate. In any event, the Employer will not be liable for or bound by, any of the terms, conditions or obligations of this Agreement after such sale, consolidation, merger or transfer.

16.04 **DURATION** - The terms between the parties to this Agreement shall be effective May 1, 2013, and shall be in effect to April 30, 2018, inclusive, and shall automatically renew itself, unless either party hereto shall give notice to the other party of a desire to revise or amend this Agreement sixty (60) days before April 30, 2018. If such notice is given and negotiations extend beyond April 30, 2018, any modifications agreed upon shall be retroactive to said date (April 30, 2018).

16.05 In the event of a declaration by the President of the United States of a National Emergency involving war or the mobilization of the armed forces of this country which causes the economy of this country to be substantially affected, then either party to this Contract may reopen the Contract for the purpose of negotiation of wage scales only, upon sixty (60) days' notice to the other party.

COMMUNITY WHOLESALE TIRE  
DISTRIBUTING, INC.

Redacted by U.S. Treasury



(COMPANY or EMPLOYER)

7/10/13  
DATE

AUTOMOTIVE, PETROLEUM AND  
ALLIED INDUSTRIES EMPLOYEES  
UNION, LOCAL NO. 618

Redacted by U.S. Treasury



(UNION)

7/11/2013  
DATE

RECEIVED

OCT 07 2013

CONTRACT  
DEPARTMENT

**AGREEMENT**

**Between**

**CANTEEN VENDING SERVICES**

**For the Employees of:  
Omaha Vending Branch**

**And**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
LOCAL UNION NO. 554**

**RECEIVED**

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CONTRACT  
DEPARTMENT

**Effective April 1, 2013 through March 31, 2015**

#5129  
dm

 ORIGINAL



## **AGREEMENT**

This Agreement is made and entered into on this first (1<sup>st</sup>) day of April 2013 by and between Compass Group USA, Inc. by and through its Canteen Vending Services Division, (hereafter referred to as the "Employer" or "Company") and Teamsters Local No. 554, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the "Union").

### **WITNESSETH:**

#### **ARTICLE 1 – RECOGNITION**

**Section 1.** The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all regular full-time commission route service employees, maintenance employees, utility employees and warehouse-delivery employees employed by the Employer and reporting to or working out of its Omaha, Nebraska facility located at 8926 J Street, Omaha, Nebraska; but excluding office clerical employees, professional employees, managerial employees, foodservice workers, cashier, casual employees, guards and supervisors as defined in the National Labor Relations Act.

In the event the Company intends to make any changes which involve the elimination of jobs through subcontracting or similar devices, it is agreed that the Employer will give the Union notice of such change in sufficient time for the Company and the Union to meet to discuss the impact of the change to the members of the bargaining unit.

**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 is through duly authorized representatives of Local #554.

## ARTICLE 21 – PENSION

Section 1. Effective April 1, 2013, and continuing to March 31, 2014, the Employer shall contribute to Central States Southeast and Southwest Area Pension Fund the sum of seventy-six dollars and twenty cents (\$76.20) per week for each employee covered by this Agreement who has been on the payroll ninety (90) days or more. (However, if the Company hires "vending attendants" that classification would be excluded from the requirements of this Article.) Effective April 1, 2014, the Employer contribution shall be eighty dollars and eighty cents (\$80.80) per week.

Section 2. 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 3. 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 three (3) 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; however, the Employer shall pay Pension Fund contributions for employees on leave of absence for annual two (2) week training periods in the Military Reserves or National Guard, but it is expressly understood that the latter provision will not apply to any portion of service by employees serving military enlistments, draft or other active duty terms of periods longer than two (2) weeks

Section 4. Contributions to the Pension Fund must be made each week on each non-probationary, regular employee (excluding vending attendants), except as provided in paragraph (c). 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, except the Employer will make the weekly contribution for any laid off employee who is called back and works two (2) days or more in a week.

## ARTICLE 22 – WAGES

Wages shall be paid according to Exhibit "A" attached hereto and made a part of this Contract.

**AGREEMENT**

**Between**

**CANTEEN VENDING SERVICES**

**For The Employees Within The Unit Of:  
Kansas City Vending Branch**

**And**

**TEAMSTERS LOCAL UNION NO. 838  
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

***great* people  
*great* service  
*great* results**

**February 7, 2011 - February 6, 2014**

**#5046  
#5248 - CRS  
dm**

## **AGREEMENT**

It is hereby agreed by and between Compass Group USA, Inc., by and through its Canteen Vending Services Division and its successors, for its Kansas City Branch, 17501 W. 98<sup>th</sup> Street, Unit P12-39, Lenexa, KS. 66219, hereinafter referred to as the "Employer", and Teamsters Local No. 838, Affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

In force from February 7, 2011 through February 6, 2014

Issued Under the Authority Of:

The Membership of Local Union No. 838, and the International Brotherhood of Teamsters, in consideration of the mutual agreements herein set forth, the Parties hereto contract and agree as follows:

### **ARTICLE 1 - RECOGNITION**

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all of its employees in positions covered by this Agreement, comprising Maintenance employees, Route Service employees, Utility employees, and Delivery Driver/Warehouse employees.

### **ARTICLE 2 - MANNER OF EMPLOYMENT**

Section 1. The word "employee" or "employees" as used in this Agreement, shall mean all persons performing work within the scope of this Agreement.

Section 2. The Employer may hire from any source; however, the Employer agrees to notify the Union and Shop Steward whenever additional employees are needed, and also whenever new employees are hired.

Section 3. Work normally assigned to employees in the bargaining unit will not be performed by supervisory employees except where necessary to afford instruction to employees, or to maintain service for temporary periods in emergency situations where regularly assigned employees are not available.

The supervisor may demonstrate methods or assist the employees when damage to product or equipment or hazard to employees is involved. The Company has no intent of supervisors working to reduce the work available to bargaining unit employees, however, the Company agrees to notify the steward within twelve (12) hours after a supervisor is directed to and begins performing bargaining unit work.

**ARTICLE 17 - HEALTH AND WELFARE**

The Employer agrees to provide the Central States Southeast and Southwest Areas Health and Welfare Fund Plan C-4 to all employees covered by this Agreement and shall after thirty

(30) days of employment, make contributions as follows up to a maximum of:

Effective 2/7/11	\$260.00 per week
Effective 2/7/12	\$276.00 per week
Effective 2/7/13	\$303.00 per week*

The Company shall recover the following co-pay by payroll deduction:

Effective 2/7/11	\$45.00 per week
Effective 2/7/12	\$61.00 per week
Effective 2/7/13	\$88.00 per week*

\*If the Health and Welfare rates do not increase to \*303.30 per week in the 3<sup>rd</sup> year of this agreement, the employee's weekly contribution will be reduced by the same amount.

**ARTICLE 18 - PENSIONS**

The Employer agrees to contribute the following amounts to the Central States Pension Fund for all employees with thirty (30) days of service covered by this Agreement.

Effective 2/7/11, the contribution shall be one hundred two dollars sixty cents (\$102.60) per week.

Effective 2/7/12, the contribution shall be one hundred seven dollars sixty cents (\$107.60) per week.

Effective 2/7/13, the contribution shall be one hundred eleven dollars ninety cents (\$111.90) per week.

**ARTICLE 19 - DECLARATION OF INTENT AND SEVERABILITY**

Should any part hereof or any provision herein contained be rendered or declared illegal, invalid, inoperative, or an unfair labor practice by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by any decision of any authorized government agency including the National Labor Relations Board, such invalidation shall not affect the remaining portion hereof, provided, that in such a contingency, upon written request of one (1) of the parties hereto, the parties shall negotiate with respect to substitute provisions for those parts or provisions held to be invalid, illegal, inoperative, or an unfair labor practice.

**AGREEMENT**

**BETWEEN**

**CANTEEN VENDING SERVICES**

**For the Employees of**

**Peoria Vending Branch  
Peoria, Illinois**

**AND**

**TEAMSTERS AND CHAUFFEURS UNION, LOCAL NO 627,  
AN AFFILIATE OF I.B. OF T.C.W. AND H. OF A.**

**October 3, 2012 through October 2, 2015**

**#5084  
dm**

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**DEC 13 2012**

**CONTRACT  
DEPARTMENT**

## AGREEMENT

This Agreement made and entered into this 3rd day of October, 2012, between ***Compass Group USA, Inc., by and through its Canteen Vending Services Division***, party of the first part, hereinafter called the "***Employer***", and the ***Teamsters and Chauffeurs Union, Local No. 627 an affiliate of I.B. of T.C.W. and H. of A.***, party of the second part, hereinafter called the "***Union***".

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Employer shall give notice of this Agreement to any purchaser, lessee, transferee, 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. The Agreement is as follows:

### ARTICLE 1 - 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 its service employees, maintenance employees and warehouse employees who work out of the Company's operation located at *3612 North Main Street, East Peoria, Illinois*; but excluding office clerical employees, guards and supervisors as defined in the ***National Labor Relations Act***.

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 Company agrees that it will not sponsor or promote, financially or otherwise, any 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.

## **ARTICLE 22 - MANAGEMENT RIGHTS**

The Employer has the sole and exclusive right to manage the affairs of the business, to determine the products, locations, methods and schedules of operation, assignment of routes, balance routes and create new routes, the type of equipment, to direct the working forces of the Employer. Such functions shall include (but not be limited to), the right to discipline employees, the right to make reasonable rules and regulations, to promote, to determine the amount of work needed, and to layoff because of lack of work. It is understood and agreed that these rights shall not be exercised in any manner not consistent with the terms and conditions of employment, as set forth in this Agreement.

## **ARTICLE 23 - NON-DISCRIMINATION**

The Employer and the Union agree to comply with *Title VII* of the *Civil Rights Act of 1964* and *Executive Order No. 11246*, which prohibits discrimination because of race, color, creed, sex, national origin or age.

## **ARTICLE 24 - FINANCIAL RESPONSIBILITY**

Shortages shall not be deducted from the wages of employees; however financial responsibility is recognized as a condition of continued employment. Employees who are unable to account for the Employer's money, equipment and merchandise, without satisfactory explanation, may be considered as unable to perform their job and may be subject to disciplinary action, including discharge.

## **ARTICLE 25 - PENSIONS**

Section 1. Effective **October 3, 2012**, the Employer shall contribute to the *Central States Southeast and Southwest Areas Pension Fund* the sum of **one hundred thirty two dollars and thirty cents (\$132.30)** per week for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more and who works one (1) or more days in any given week. Effective **October 3, 2013**, the Employer contribution will increase to **one hundred thirty seven dollars and sixty cents (\$137.60)** per week. Effective **October 3, 2014**, the Employer contribution will increase to **one hundred forty three dollars and ten cents (\$143.10)** per week. Any day for which an employee received compensation from the Employer under the terms of this Agreement shall be considered the same as a day worked.



**(ARTICLE 25 - PENSIONS continued)**

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 Southeast and 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 their authority.

Section 4. If an employee is absent because of an off the job illness/injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of two (2) months. If an employees 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 three (3) 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 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 temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

Section 6. The Pension Fund so established will qualify under any appropriate section of the *Internal Revenue Code of 1956* so as to ensure that the Employer's contributions thereto will be considered as ordinary business expense in the tax year in which payments are made. All documents incident thereto, must be drawn to conform with all Federal and State laws.

Section 7. The sole obligation of the Company to the *Central States, Southeast and Southwest Areas Pension Fund* is limited to the contribution of the negotiated weekly pension contributions.

**AGREEMENT**

**Between**

**CANTEEN VENDING SERVICES,  
a division of Compass Group USA, Inc.**

**For the Employees At  
OSHKOSH VENDING**

**And**

**LOCAL 200  
affiliated with the  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

***great* people  
*great* service  
*great* results**

**September 1, 2011 through August 31, 2016**

**#5082  
dm**

**RECEIVED**

**DEC 19 2011**

**CONTRACT  
DEPARTMENT**

**ORIGINAL**

## AGREEMENT

The Compass Group USA, Inc., by and through its Canteen Vending Services Division, Oshkosh , hereinafter referred to as the "*Employer*" and Local 200, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "*Union*", agrees to be bound by the terms and provisions of this Agreement.

WHEREAS, both parties are desirous of preventing strikes and lockouts and to maintain a uniform minimum scale of wages, hours and working conditions among the members of the Union and concerns, individuals, and corporations hiring and employing all employees excluding all managers, office clerical employees, guards and supervisors, as defined in the Act, and to facilitate a peaceful adjustment of all grievances and disputes which may arise from time to time between the Employer, the Union, and the Employer's employees as above described, the following conditions are set forth;

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

### ARTICLE 1 - RECOGNITION/UNION SECURITY

Section 1. The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all full-time and regular part-time Service and Service Utility employees, Maintenance and Maintenance Utility employees, and Vending attendant employees employed by the Employer at its branches located in the Oshkosh area, or at any location to which said branch may be relocated; but excluding all managers, office clerical employees, guards and supervisors as defined in the National Labor Relations Act, and all other employees.

Section 2. All present employees covered by this Agreement who are members of the Union on the effective date of this provision shall remain members in good standing as a condition of employment. All present employees who are not members of the Union on the effective date of this provision and all employees who are hired hereafter shall become and remain members of the Union in good standing as a condition of employment on and after the thirty-first (31<sup>st</sup>) day following the beginning of their employment or on and after the thirty-first (31<sup>st</sup>) day following the effective date of this provision, whichever is the later.

### **ARTICLE 29 - DEFERRED BENEFITS**

If an employee's paid vacation appears/accrues or is payable during a period in which the employee is otherwise entitled to disability benefits, the employee's rights to and payment for such vacation pay shall be deferred until after termination of the disability. The Employer waives the right of allocating vacation pay to past, present or future weeks of unemployment. If payment of Company benefits will not result in denial of Workers' or Unemployment Compensation benefits, the Company benefits may be paid to the employee.

### **ARTICLE 30 - CREDIT UNION**

The Employer agrees to make deductions from the pay of its employees when properly authorized in order that the employee may participate in a duly authorized existing Credit Union.

This provision shall cease to exist when the employees have the opportunity to select direct deposit.

### **ARTICLE 31 - PENSION**

Section 1. Effective September 1, 2011, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred twenty six dollars and fifty cents (\$126.50) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective September 1, 2012, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred thirty two dollars and eighty cents (\$132.80) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective September 1, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred thirty eight dollars and ten cents (\$138.10) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

**ARTICLE 31 – PENSION continued)**

Effective September 1, 20014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred forty three dollars and sixty cents (\$143.60) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective September 1, 2015, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred forty nine dollars and thirty cents (\$149.30) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

**Section 2.** This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement.

**Section 3.** 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.

**Section 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 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.

**(ARTICLE 31 – PENSION continued)**

**Section 5.** 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 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.

**Section 6** Employees may participate in the Compass Group Employees Savings Plan (401k) according to the terms of the Plan.

**ARTICLE 32 - STEWARDS**

The Employer recognizes the right of the Union to designate a job steward or Committee person from the Employer's seniority list. The authority of job steward or committeeman so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- 1) The investigation and presentation of grievances with the provisions of the Collective Bargaining Agreement;
- 2) The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
  - a) have been reduced to writing or
  - b) if not reduced to writing are of a routine nature and do not involve work stoppage, slow downs, refusal to handle goods, or any other interference with the Employer's business.

Job Steward or committee person has no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Union.

The Employer recognizes these limitations upon the authority of job steward or committee person, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, in the event the shop steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement.

**AGREEMENT**

**Between**

**CANTEEN VENDING SERVICES,  
a division of Compass Group USA, Inc.**

**For the Employees At  
GREEN BAY VENDING**


**And**

**LOCAL 662  
affiliated with the  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

***great* people  
*great* service  
*great* results**

**September 1, 2011 through August 31, 2016**

**#5082  
dm**

**RECEIVED**  **ORIGINAL**

**DEC 19 2011**

**CONTRACT  
DEPARTMENT**

## AGREEMENT

The Compass Group USA, Inc., by and through its Canteen Vending Services Division, Green Bay , hereinafter referred to as the "*Employer*" and Local 662, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "*Union*", agrees to be bound by the terms and provisions of this Agreement.

WHEREAS, both parties are desirous of preventing strikes and lockouts and to maintain a uniform minimum scale of wages, hours and working conditions among the members of the Union and concerns, individuals, and corporations hiring and employing all employees excluding all managers, office clerical employees, guards and supervisors, as defined in the Act, and to facilitate a peaceful adjustment of all grievances and disputes which may arise from time to time between the Employer, the Union, and the Employer's employees as above described, the following conditions are set forth;

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

### ARTICLE 1 - RECOGNITION/UNION SECURITY

Section 1. The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all full-time and regular part-time Service and Service Utility employees, Maintenance and Maintenance Utility employees, and Vending attendant employees employed by the Employer at its branches located in the Green Bay area, or at any location to which said branch may be relocated; but excluding all managers, office clerical employees, guards and supervisors as defined in the National Labor Relations Act, and all other employees.

Section 2. All present employees covered by this Agreement who are members of the Union on the effective date of this provision shall remain members in good standing as a condition of employment. All present employees who are not members of the Union on the effective date of this provision and all employees who are hired hereafter shall become and remain members of the Union in good standing as a condition of employment on and after the thirty-first (31st) day following the beginning of their employment or on and after the thirty-first (31st) day following the effective date of this provision, whichever is the later.



**ARTICLE 28 - HANDICAPPED WORKER**

It is understood that the Employer shall have the right to adjust hours and wages in case of any employee who because of physical disability is unable to accomplish a satisfactory day's work. All such adjustments shall be agreed upon with the Local Union before they are made.

The Company and the Union recognize the Company's responsibility to reasonably accommodate under the Americans with Disabilities Act.

**ARTICLE 29 - DEFERRED BENEFITS**

If an employee's paid vacation appears/accrues or is payable during a period in which the employee is otherwise entitled to disability benefits, the employee's rights to and payment for such vacation pay shall be deferred until after termination of the disability. The Employer waives the right of allocating vacation pay to past, present or future weeks of unemployment. If payment of Company benefits will not result in denial of Workers' or Unemployment Compensation benefits, the Company benefits may be paid to the employee.

**ARTICLE 30 - CREDIT UNION**

The Employer agrees to make deductions from the pay of its employees when properly authorized in order that the employee may participate in a duly authorized existing Credit Union.

This provision shall cease to exist when the employees have the opportunity to select direct deposit.

**ARTICLE 31 - PENSION**

Section 1. Effective September 1, 2011, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred twenty six dollars and fifty cents (\$126.50) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective September 1, 2012, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred thirty two dollars and eighty cents (\$132.80) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

**ARTICLE 31 – PENSION continued)**

Effective September 1, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred thirty eight dollars and ten cents (\$138.10) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective September 1, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred forty three dollars and sixty cents (\$143.60) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective September 1, 2015, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred forty nine dollars and thirty cents (\$149.30) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Section 2. This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement.

Section 3. 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.

Section 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 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.

**(ARTICLE 31 – PENSION continued)**

Section 5. 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 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.

Section 6 Employees may participate in the Compass Group Employees Savings Plan (401k) according to the terms of the Plan.

**ARTICLE 32 - STEWARDS**

The Employer recognizes the right of the Union to designate a job steward or Committee person from the Employer's seniority list. The authority of job steward or committeeman so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- 1) The investigation and presentation of grievances with the provisions of the Collective Bargaining Agreement;
- 2) The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
  - a) have been reduced to writing or
  - b) if not reduced to writing are of a routine nature and do not involve work stoppage, slow downs, refusal to handle goods, or any other interference with the Employer's business.

Job Steward or committee person has no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Union.

The Employer recognizes these limitations upon the authority of job steward or committee person, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, in the event the shop steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement.

**AGREEMENT**

by and between

**CANTEEN VENDING SERVICES  
A Division of Compass Group USA, Inc.  
for the employees within the unit of the:**

**DES MOINES VENDING BRANCH  
Des Moines, Iowa**

and

**LOCAL UNION NO. 238, affiliated with the  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS  
WAREHOUSEMEN AND HELPERS OF AMERICA**

***great* people  
*great* service  
*great* results**



**May 1, 2010 through April 30, 2015**

**#5055  
dm**

 **ORIGINAL**

## **AGREEMENT**

This Agreement, by and between Local Union 147, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union and Compass Group USA, Inc. by and through its Canteen Vending Services Division, signatory to this Agreement, hereinafter referred to as the "Employer". This Agreement shall be binding upon the parties hereto their successors, administrators, executors, and assigns. The Employer will notify any purchaser or successor of the existence of this Agreement.

### **WITNESSETH:**

THAT WHEREAS: the above named party to this Agreement guarantees fair treatment between one another.

NOW THEREFORE, it is agreed by and between the parties hereto as follow:

### **ARTICLE 1 - UNION REPRESENTATIVE**

The Company agrees to recognize and does hereby recognize the Union, its agents, representatives, successors or assigns, as exclusive bargaining agent for all employees of the Company reporting for work and working out of the Company's facility located at 519 S. 18th Street, West Des Moines, Iowa 50265 or at any other location to which the facility might move. The term "employee" as used in this Agreement shall include route service, maintenance, driver/utility, and Prison System Delivery persons, and shall exclude vending attendants, resident route employees, and elderly nutrition program employees, guards and supervisors as defined in the Act.

The Employer will neither negotiate nor make collective bargaining or individual agreements for any of its employees in the bargaining unit covered hereby unless it is through the duly authorized representative of the Union. The Company agrees that they will not sponsor or promote financially or otherwise, any group or labor organization for the purpose of undermining the Union, nor will they interfere with, restrain, coerce, or discriminate against any of their employees in connection with their Union membership.

**(ARTICLE 30 – INSURANCE continued):**

Generally, once benefit selections are made, they remain in effect for the rest of the plan year (January 1 – December 31). However, employees may change some of their choices during the year if they have a family or employment status change and notify the Benefits Department in Charlotte, in writing within (30) days of the change.

A family/employment status change (as currently defined by the Internal Revenue Service) includes.

1. Marriage, divorce or legal separation, (there must be a court order granting the divorce or legal separation).
2. Death of legal adoption of a child.
3. Birth or legal adoption of a child.
4. Spouse's termination or commencement of employment.
5. Employee or spouse switching from part-time to full-time status.
6. A significant change in the employee's or spouse's healthcare coverage due to your spouse's employment.
7. Employee or spouse taking an unpaid leave of absence.

Section 7 - Administration If an employee is absent because of illness or off the job injury and notifies the Company of such absence, the Company shall continue all of the above coverage's for up to eight (8) weeks. However, any required employee contributions must be made in a timely manner in order to maintain this coverage.

If an employee is injured on the job or is on leave under the F.M.L.A., the Company shall continue all of the above coverage's for up to twelve (12) weeks. However, any required employee contributions must be made in a timely manner in order to maintain this coverage.

**ARTICLE 31 - PENSION**

Section 1. To be eligible for pension contributions, an employee must have completed probation.

Section 2. Effective May 1, 2010, the Employer shall contribute to the Central States, Southeast, and Southwest Areas Pension Fund the sum of fifty-two dollars and ninety cents (\$52.90) per week for each regular employee who has been on the payroll ninety (90) days or more. Effective May 1, 2011 this amount shall increase to fifty-seven dollars and ten cents (\$57.10) per week.

**(ARTICLE 31 - PENSION continued)**

Effective May 1, 2012 this amount shall increase to sixty-one dollars and seventy cents (\$61.70) per week. Effective May 1, 2013 this amount shall increase to sixty-six dollars and sixty cents (\$66.60) per week. Effective May 1, 2014 this amount shall increase to seventy-one dollars and ninety cents (\$71.90) per week

Section 3. 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. 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 4. It is agreed, notwithstanding anything herein contained, that in the event the Employer is delinquent at the end of the period in payment of his/her contribution to the Pension Fund or Funds created under this contract, in accordance with the rules and regulations of the Trustees of such fund, that employees or representatives shall have a right to take such action as they deem necessary until such delinquent payments are made, subject to seventy-two (72) hours notice, by registered mail, from the Union, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for loss resulting therefrom.

**ARTICLE 32 - WAGES**

Section 1. The hours of work for maintenance personnel and hourly paid employees shall be five (5) consecutive days of eight (8) hours. All employees will have Saturday or Sunday as a day off. Time and one-half (1-1/2x) shall be paid for all hours worked over forty (40) hours per week or eight (8) hours per day by hourly employees.

Section 2. The minimum hourly rate for hourly paid personnel shall be as follows: (If a route service person is required to do a maintenance person's work in lieu of route work he/she shall receive maintenance pay. If a maintenance person is required to service route, he/she will receive the maintenance classification rate of pay).

AGREEMENT

Between

CONAGRA FOODS, INC.  
Menomonie, Wisconsin

And

GENERAL TEAMSTERS UNION LOCAL NO. 662  
Eau Claire, Wisconsin

June 2, 2014 – June 4, 2017

**RECEIVED**

AUG 13 2014

**CONTRACT  
DEPARTMENT**



## **AGREEMENT**

This Agreement is made and entered into this **2nd day of June, 2014**, by and between ConAgra Foods, Inc., located in Menomonie, Wisconsin, hereinafter referred to as the "Company" or "Employer" and General Teamsters Union Local No. 662, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

### **ARTICLE 1**

#### **RECOGNITION**

**Section 1.1** The Company recognizes the Union or its successor as the exclusive collective bargaining agency for all employee classifications identified in Exhibit "A," located at the Employer's facility in Menomonie, Wisconsin, but excluding temporary employees, office-clerical employees, supervisors and guards as defined in the Act.

### **ARTICLE 2**

#### **TRANSFER OF COMPANY TITLE OR INTEREST**

**Section 2.1** The Company shall not use any leasing device to a third party for the specific purpose of evading this Agreement. In the event of change in management, or geographical location of the plant, or sale of the Company, this Agreement shall be binding upon the parties' successors, administrators, executors, and assigns for its duration.

### **ARTICLE 3**

#### **UNION SECURITY**

**Section 3.1** As a condition of continued employment all persons who are hereafter employed by the Company shall become members of the Union not later than the 31st day following the beginning of their employment or the effective date of this Agreement whichever is the later; the continued employment by

during any other period of absence shall be the responsibility of the employee.

**Section 17.10** In those instances where employees are responsible for the cost of the Benefits, such payments must be made in cash to the Employer no later than the fifteenth (15th) day of the calendar month. The Employer will in no way be held liable for any insurance coverage not paid for by employees when such payment becomes their responsibility as stated in Section 17.9.

**Section 17.11** Except as provided in Section 17.4, payment of the cost of the Benefits will continue to be the responsibility of the Employer during periods of absence which are compensable by Workers' Compensation Insurance.

**Section 17.12** In all provisions stated above, it is agreed that the Employer is liable only for the stipulated Employer contribution toward the Benefits. That portion of the cost of the Benefits paid by the employees is in all instances payable by the employees and not by the Employer.

**Section 17.13** Employees shall be eligible to participate in the ConAgra Foods, Inc. Pre-tax Spending Accounts (the "Spending Accounts"). Opportunity to enroll in the Spending Accounts will take place annually during an open enrollment period. The Spending Accounts referenced above will be the Spending Accounts offered to the salaried employees. Deferral limits are subject to IRS regulations. The details of the Spending Accounts are contained in a Summary Plan Description, which is incorporated by reference into this Agreement.

## **ARTICLE 18**

### **PENSIONS**

**Section 18.1** In accordance with the 1982 schedule, the Employer shall maintain the contribution to the Central States, Southeast and Southwest Areas pension Fund as outlined below for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. There shall be no other pension fund under this Agreement, or for operations under the Central

States, Southeast and Southwest Areas Agreement to which Employers who are party to this Agreement are also parties.

Effective Date	Employer Contribution to Pension
June 2, 2014	\$143.60 / week
June 2, 2015	\$149.30 / week
June 2, 2016	\$155.30 / week

**Section 18.2** This Article shall be in full force and effect from **June 2, 2014** to and including **June 4, 2017** and shall continue in full force and effect for that period and shall not be subject to or controlled by the provisions of Article 33 of this Agreement.

**Section 18.3** 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 18.4** 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 for a period of four (4) weeks. The Employer shall not be required to pay the above contribution for an employee if such absence is due to illness or injury received while in gainful employment of another employer. 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 may make arrangements with the Employer, prior to leave of absence being effective, for the payment of required contributions to the Fund, which payments are necessary for continued coverage under the Pension Fund.

**Section 18.5** Contributions to the 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 Agreement including weeks where work is performed for the Employer but not under the provisions of this Agreement and

**COLLECTIVE BARGAINING  
AGREEMENT**

By and Between

**CONCRETE SUPPLY, LLC**

and

**CHAUFFEURS, TEAMSTERS AND HELPERS  
LOCAL UNION NO. 215  
Evansville, Indiana**

Effective May 29, 2013

to

May 28, 2016

**RECEIVED**

JUN 06 2013

CONTRACT  
DEPARTMENT

## A G R E E M E N T

THIS AGREEMENT is made and entered into by and between *CONCRETE SUPPLY, LLC*, of Evansville, Indiana (hereinafter referred to as the "Employer" or "Company") and the *CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 215*, Evansville, Indiana, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union").

### ARTICLE 1 Conditions

Section 1.1. It is the intent and purpose of the parties to this Agreement to promote and improve the industrial and economic relationships between the Employer and employees and to set forth herein the basic agreement covering rates of pay and conditions of employment between the parties hereto.

### ARTICLE 2 Union Recognition

Section 2.1. The Employer agrees to recognize and does hereby recognize the Union, its agents, representatives, or successors as the representative of the employees employed by the Employer at the Employer's ready-mix concrete plant, located at 4300 Vogel Road, Evansville, Indiana, said ready-mix concrete plants to be known collectively as the Evansville Area Ready-Mix Concrete Plants, in the classifications set forth in the Agreement, for the purpose of collective bargaining in regard to rates of pay, wages, hours of employment, and other terms and conditions of employment.

Section 2.2. The Employer recognizes and acknowledges that the Local Union is the exclusive representative of all employees in the classification of work covered by this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act.

Section 2.3. The term "employee" as used in this Agreement shall include only those employees whose work classifications and wage rates are prescribed in this Agreement and shall not include dispatchers.

Section 16.6. Employees who work part-time, temporarily, casually or in cases of emergency under the terms of this contract shall not be covered by the provisions of this Article.

#### **ARTICLE 17**

##### Pension Plan

Section 17.1. Effective May 29, 2013 the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND for each employee covered by this Agreement the sum of Twenty-Eight dollars and Eighty Cents (\$28.80) per day.

Effective May 29, 2014 the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND for each employee covered by this Agreement the sum of Thirty Dollars and no Cents (\$30.00) per day.

Effective May 29, 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 Thirty-one Dollars and Twenty Cents (\$31.20) per day.

Section 17.2. Contributions to the Pension Fund must be made each day for each regular full-time employee up to five (5) days per week, after thirty calendar days of hire, regardless of probationary or seniority status,

Section 17.3: 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 Agreement, in accordance with the rules and regulations of the Trustees of such Funds, the employees or their representative, after the proper official of the Local Union shall have given a seventy-two (72) hour 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.

Section 17.4: 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 three (3) months.

#### **ARTICLE 18**

##### Savings Clause

Section 18.1. If any provision contained herein is held to be invalid or inoperative, the other provisions of this contract shall, nevertheless, remain in full force and effect. It is the intention of the parties hereto to comply with all applicable provisions of State and Federal laws. All provisions of this Agreement shall be complied with unless any of such provisions

**ARTICLES OF AGREEMENT  
BETWEEN  
CONNOR COMPANY  
(COVERING DRIVERS)  
AND  
TEAMSTERS, CHAUFFEURS & HELPERS LOCAL UNION NO. 627**

THIS AGREEMENT made and entered into this 15<sup>th</sup> day of April, 2014, by and between CONNOR CO., and (hereinafter called the "Employer") and the TEAMSTERS AND CHAUFFEURS UNION LOCAL NO. 627, affiliated with International Brotherhood of Teamsters (the "Union").

WITNESSETH THAT:

**ARTICLE 1  
RECOGNITION**

1-1 The Employer recognizes and acknowledges that the Union, its agents, representatives and successors, is the exclusive representative for all truck drivers employed by an Employer signatory to this Agreement at the Employer's Peoria, Illinois facility, for the purpose of collective bargaining as provided by the National Labor Relations Act.

1-2 The term "employee" as used in this Agreement shall include all truck drivers.

1-3 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.

1-4 The Employer agrees that it will not sponsor or promote, financially or otherwise, any 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.

**ARTICLE 2  
UNION SHOP AND DUES**

2-1 (a) All present employees who are members of the Union on the effective date of this subsection shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 31<sup>st</sup> day following the beginning of their employment or on and after the 31<sup>st</sup> day following the effective date of this subsection, whichever is the later. This provision shall be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

For each full-time employee covered by this Agreement who has completed his/her ninety (90) day probationary period. Part-time employees shall not be covered under the Plan.

13-2 If an employee with respect to whom an Employer is contributing to the Welfare Fund: (i) is absent from work due to injury, not entitling him/her to benefits under workman's compensation or occupational disease law, and (ii) immediately notifies that Employer of such absence, then that Employer shall continue to make contributions for the period of such employee's absence, or for four (4) weeks from the first day of such absence, whichever period is shorter.

13-3 If an employee with respect to whom an Employer is contributing to the Welfare Fund is absent from work due to an injury at work with that Employer entitling him to benefits under workman's compensation or occupational disease law, or by sickness suffered in connection with his work with that Employer entitling him to benefits under any such law, that Employer shall continue to make its contributions for the period of such employee's absence, but not more than six (6) months from the first day of such employee's absence.

13-4 If an employee is granted a leave of absence, the Employer shall collect from the employee prior to the commencement of the leave of absence, a sum of money sufficient to pay for the employee's insurance for the period of the leave of absence.

13-5 Notwithstanding anything herein contained, it is agreed that in the event an Employer is delinquent at the end of a period in the payment of that Employer's contributions to the Welfare Fund, in accordance with the rules and regulations of the Trustees of such Fund, after the proper official of the Union has given seventy-two (72) hours notice to that Employer of that Employer's delinquency in contributions, the employees or their representatives shall have the right to take such action as may be necessary against such Employer until such delinquent contributions are made, and it is further agreed that in the event such action is taken, that Employer shall be responsible to that Employer's employees for losses resulting therefrom.

13-6 Upon written notification from the Employer concerning COBRA events, the Teamsters and Employers Welfare Trust of Illinois will provide the necessary COBRA notice to any employee who is entitled to receive same.

#### **ARTICLE 14** **PENSION**

14-1 Effective April 15, 2014 the Company shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, the sum of One Hundred Fourteen Dollars (\$114.00) per week for each employee covered by this Agreement who has completed his/her ninety (90) day probationary period. Effective April 15, 2015 the weekly contribution shall increase to One Hundred Twenty Dollars



and Eighty Cents (\$120.80) per week. Effective April 15, 2016 the weekly contribution shall increase to One Hundred Twenty-Five Dollars and Sixty Cents (\$125.60) per week.

14-2 This Fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other pension fund under this Agreement for the operation under this Agreement or for operations under the SOUTHEAST AND SOUTHWEST AREAS agreement to which Employers who are a party to this Agreement are also parties. No Employer signatory to this Agreement shall be obligated to make any contributions to any other pension or retirement fund and such Employer may at the Employer's option, discontinue any and all payments to any other pension or retirement fund insofar as employees covered by this Agreement are concerned.

14-3 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. 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.

14-4 Contributions to the Pension Fund are to be made for each week for 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 Employer but not under the provisions of this Agreement, provided, however, that no contribution shall be required from the Employer for any employee for any week during which the employee performs no work during that week for the Employer due to layoff. 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 14.

14-5 Notwithstanding anything herein contained, it is agreed that in the event an Employer is delinquent at the end of a period in the payment of that Employer's contribution to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, in accordance with the rules and regulations of the Trustees of such Fund after the proper official of the Union has given seventy-two (72) hours notice to that Employer of that Employer's delinquency in contributions to such Fund, the employees or their representatives shall have the right to take such action as may be necessary against such Employer until such delinquent contributions are made, and it is further agreed that in the event such action is taken, that Employer shall be responsible to that Employer's employees for losses resulting therefrom.

**ARTICLE 15**  
**FUNERAL LEAVE AND PERSONAL LEAVE**

15-1 When the death of an employee's spouse, child, stepchild, mother, father, stepparents, brother, sister, grandparents, father-in-law and mother-in-law necessitates his absence from his scheduled work on the three (3) workdays immediately following the death, he will be excused from work on such three (3) workdays provided he attends the funeral. The employee will receive eight (8) hours straight time pay per day for each of those work days.

**ARTICLE 16**  
**DRUG ABUSE POLICY FOR EMPLOYEES**

It is the goal of the parties to provide a safe, healthy and drug-free work environment for all employees. To achieve this goal, the parties have adopted a drug abuse policy that meets Federal Motor Carrier Safety Regulations pertaining to drug abuse, as is more fully set forth in Title 49 Code of Federal Regulations (CFR) Part 40 (which has been adopted by the Illinois Department of Transportation).

**ARTICLE 17**  
**TERMINATION**

This contract shall go into effect April 15, 2014, and shall remain in full force and effect through midnight, April 14, 2017, and shall renew itself automatically on a year to year basis unless written notice of termination or desired negotiations is given at least sixty (60) days prior to the expiration date by either of the parties hereto.

**CONNOR CO.**

By:

Redacted by U.S. Treasury  
[Redacted Signature]

Date: 6-17-14

**TEAMSTERS & CHAUFFEURS  
LOCAL UNION NO. 627,  
International Brotherhood of  
Teamsters, Chauffeurs,  
Warehousemen and Helpers of  
America**

By:

Redacted by U.S. Treasury  
[Redacted Signature]

Keith E. Gleason, President

Date: 6-25-2014

By:

Redacted by U.S. Treasury  
[Redacted Signature]

Gregory A. Wheat, Sec./Treasurer

Date: 6-23-2014

**RECEIVED**

JUL 11 2014

CONTRACTS  
DEPARTMENT

**ARTICLES OF AGREEMENT  
BETWEEN  
CONNOR COMPANY  
(COVERING WAREHOUSE)  
AND  
TEAMSTERS & CHAUFFEURS UNION LOCAL NO. 627**

THIS AGREEMENT made and entered into this 15<sup>th</sup> day of April, 2014, by and between CONNOR CO. (hereinafter referred to as the "Company") and TEAMSTERS AND CHAUFFEURS UNION LOCAL NO. 627, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter referred to as the "Union").

WITNESSETH:

**ARTICLE 1  
RECOGNITION**

1-1 The Company recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit covered by the certification of the Regional Director for the Thirteenth Region of the National Labor Relations Board in Case #13-RC-9826, said certification being dated January 29, 1964, and describes the bargaining unit as follows:

"All warehouse employees at the employer's warehouse located at 1209 W. Pioneer Parkway, Peoria, Illinois, excluding all truck drivers, office employees, clerical employees, professional employees, guards and supervisors."

1-2 The Company will not negotiate nor make collective bargaining agreements covering any employee in the bargaining unit except through duly authorized representatives of the Union.

1-3 The Company agrees that it will not sponsor or promote, financially or otherwise, any 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 & CHECKOFF**

2-1 Union Security: An employee will be required as a condition of continued employment in the bargaining unit to maintain membership in the Union on or after the 31<sup>st</sup> day following the beginning of his employment or the date of this Agreement, whichever is later, provided that this provision shall not apply to an employee to whom membership in the Union was not available on the same terms and

further agreed that in the event such action is taken, that Employer shall be responsible to that Employer's employees for losses resulting there from.

12-6 Upon written notification from the Employer concerning COBRA events, the Teamsters and Employers Welfare Trust of Illinois will provide the necessary COBRA notice to any employee who is entitled to receive same.

### **ARTICLE 13** **PENSION FUND**

13-1 Effective April 15, 2014 the Company shall contribute to the CENTRAL STATES, SOUTHEAST, AND SOUTHWEST AREAS PENSION FUND (The Pension Fund) the sum of Seventy-Two Dollars and sixty cents (\$72.60) per week for each employee covered by this Agreement on the Company's Payroll who has completed his/her ninety (90) day probationary period. Effective April 15, 2015 the weekly contribution shall increase to Seventy-Seven Dollars (\$77.00) per week. Effective April 15, 2016 the weekly contribution shall increase to Eighty Dollars and Ten Cents (\$80.10) per week. There shall be no other pension fund or retirement program under this Agreement for the employees covered by this Agreement. The Company shall not be obligated to make any contributions to any other pension or retirement fund with respect to the employees covered by this Agreement.

13-2 If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Company 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 Company 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.

Contributions to the Pension Fund are to 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 weeks where work is performed for the Company, but not under the provisions of this Agreement, provided, however, that no contribution shall be required from the Company for any employee for any week during which the employee performs no work during that week for the Company due to layoff or for any casual employee. 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 13.

13-3 Notwithstanding anything herein contained, it is agreed that in the event the Company is delinquent at the end of a period in the payment of the Company's contribution to the Pension Fund, in accordance with the rules and regulations of the Trustees of such Fund, after the proper official of the Union has given seventy-two (72) hours notice to the Company of the Company's delinquency in contributions to such Fund, the employees or their representatives shall have the right or take such action as

**ARTICLE 17**  
**DRUG ABUSE POLICY FOR EMPLOYEES**

It is the goal of the parties to provide a safe, healthy and drug-free work environment for all employees. To achieve this goal, the parties have adopted a drug abuse policy that meets Federal Motor Carrier Safety Regulations pertaining to drug abuse, as is more fully set forth in Title 49 Code of Federal Regulations (CFR) Part 40 (which has been adopted by the Illinois Department of Transportation).

**ARTICLE 18**  
**TERMINATION**

This contract shall go into effect April 15, 2014 and shall remain in full force and effect through and including midnight, April 14, 2017, and shall renew itself automatically on a year to year basis unless written notice of termination or desired modification is either at least sixty (60) days prior to the expiration date by either of the parties hereto.

**CONNOR CO.**

**TEAMSTERS & CHAUFFEURS  
UNION LOCAL NO. 627,  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS  
OF AMERICA**

By: Redacted by U.S. Treasury 6/17/14

Date: 6-17-14

By: Redacted by U.S. Treasury  
**Keith E. Gleason, President.**

Date: 6-23-2014

By: Redacted by U.S. Treasury  
**Gregory A. Wheel, Secretary/Treasurer**

Date: 6-23-2014

**AGREEMENT**  
**BETWEEN**  
**MICHIGAN MILK PRODUCERS ASSOCIATION**  
**CONSTANTINE PLANT**

**AND**  
**TEAMSTERS UNION**  
**LOCAL NO. 7**

**SEPTEMBER 14, 2012**

**THROUGH**

**SEPTEMBER 13, 2015**



**RECEIVED**

**MAR 11 2013**

**CONTRACT  
DEPARTMENT**

## Agreement

This Agreement made and entered into this 14th day of September, 2012 AD by and between Michigan Milk Producers Association Constantine Plant, located at Constantine, Michigan, party of the first part, and hereafter termed the Employer and Teamsters Union Local No. 7, affiliated with the International Brotherhood of Teamsters, located at Kalamazoo, Michigan, party of the second part and hereinafter called the Union.

Whereas, both parties are desirous of preventing strikes and lockouts and other cessation's of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and their employees; and of promoting and improving peaceful industrial and economic relations between the parties.

### Article 1 Union Recognition

- 1.1 The Employer recognizes and acknowledges that the Union is the exclusive representative of the current employees in the bargaining unit.
- 1.2 The terms of this Agreement shall apply to all employees holding current position classifications in Article 16. It is agreed that except for work currently performed by the bargaining unit, employees in specific buildings (the Processing Plant Proper) at the Constantine location, that the Michigan Milk Producers Association has the sole right to determine the use of all of its other property (land and buildings), and equipment, including its sale, lease, transfer or assignment. It is further understood that Michigan Milk Producers Association may, using such property, land, buildings or equipment, enter into joint ventures with other companies. It is also agreed between the parties that the provisions of this Contract will not apply in the circumstances described above.
- 1.3 It is further agreed between the parties that if a process or equipment is eliminated in the "Processing Plant Proper" that the Union will be notified, as in the past.
- 1.4 All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the latter, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 91<sup>st</sup> day following the beginning of their employment or on and after the 91<sup>st</sup> day following the effective date of this Agreement or the date of the execution of this Agreement, whichever is the latter.

- 24.6 Spousal Access. Effective January 1, 2005, any spouse working a fulltime job where health insurance is offered through their employer, must enroll in their employer's plan for medical and prescription drug coverage. Secondary coverage (coordination of benefit) will be available for medical and dental services through the MMPA Self Insured Health Plan. Re-enrollment is available upon a qualifying change of status. Dependents may keep primary coverage on the MMPA plan independent of "the birthday rule."
- 24.7 Flexible Spending Plan. Effective January 1, 2005, the Employer will amend its Section 125 plan to include the Constantine bargaining unit employees. This plan will allow Flexible Spending Accounts for Medical Reimbursement, Dependent Care Reimbursement and employee premium contribution obligations on a pre-tax basis. New hires are eligible to enroll at the first annual enrollment after becoming eligible for health insurance coverage.
- 24.8 Changes: The Employer reserves the right to add new managed care options when and if they are selected by the Employer, delete if service is determined not appropriate and to change carriers or providers as long as benefits are comparable.

The Employer will notify the Union prior to change, if it becomes necessary to change insurance carriers or providers.

- 24.9 EARLY RETIREES: All retired employees ages 62 to 65 with at least fifteen years of service, who are participants in the Employer and Union sponsored retirement plan may continue their basic hospital, surgical and medical plan. The Employer will pay 50% of the eligible retiree and dependent premium and the retiree will pay 50% of the premium. As of 1/1/16, the Employer will pay 25% of the eligible premium and the retiree will pay 75%.

## **Article 25**

### **Pension**

- 25.1 The Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who is on the regular seniority list and/or has been on the payroll 30 days unless otherwise specified in Schedule "A" attached, a contribution of:
- |                    |                              |
|--------------------|------------------------------|
| \$ 95.10 per week  | Effective September 16, 2012 |
| \$ 98.90 per week  | Effective September 15, 2013 |
| \$ 102.90 per week | Effective September 14, 2014 |
- 25.2 All payment into the Central States, Southeast and Southwest Areas Pension Fund must be made within 15 days from the end of each calendar month to the American National Bank, P.O. Box 1431, Chicago, IL 60609 – Account No. 7000.



- 25.3 Who is Covered: Contributions to the 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 and weeks where work is performed for the Employer but not under provisions of this Contract, and although contributions may be made for those weeks into some other Pension Fund.
- 25.4 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 Article.
- 25.5 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 their contribution to the Health and Welfare and/or Pensions Funds, 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 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 in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.
- 25.6 It is agreed that the Pension Fund will be administered jointly by Employer and Union in compliance with all applicable laws and regulations, both State and Federal.
- 25.7 By the execution of this Agreement, the Employer authorizes the Employers Associations who are signatories to collective bargaining agreements with Teamsters Unions containing similar provisions, 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 already taken or to be taken by such trustees within the scope of their authority.

**Article 25A**  
**401(k) Plan**

- 25A.1 Bargaining unit employees shall be eligible to participate in the MPPA Bargained Employee Tax Deferred Savings 401(k) Plan (the "Plan"). The Employer shall not be required to contribute to that Plan prior to January 1, 2006. Effective for earnings paid on or after January 1, 2006, the Employer will contribute an amount equal to fifty percent (50%) of the employee's pre-tax contribution, limited to not more than two percent (2%) of the employee's compensation as defined by the Plan.

**Article 26**  
**Sick Leave**

- 26.1 This provision is granted to provide employees with some protected time off when disabled by illness, paid personal leave under recognized and agreed upon conditions, and payout for unused leave.

# AGREEMENT

Consumers Builders

And

TEAMSTERS LOCAL UNION NO. 20  
Affiliated with  
The International Brotherhood of Teamsters

**RECEIVED**

MAY 14 2015

**CONTRACT  
DEPARTMENT**

March 19, 2015 through February 28, 2018

## AGREEMENT MARCH 19, 2015

THIS AGREEMENT shall be deemed to have been made and entered into this 19th day of March, 2015, by and between THE CONSUMERS BUILDERS SUPPLY COMPANY, party of the first part, herein after the "Employer" and TEAMSTERS LOCAL UNION No. 20, affiliated with the International Brotherhood of Teamsters, party of the second part, hereinafter called the "Union."

WHEREAS, the parties hereto desire to stabilize employment and establish a standard of conditions under which the workers shall be employed by the Employer during the terms of this Agreement and to regulate their relationship with the view of securing harmonious operations between them and averting strikes, boycotts and other disputes that would cause stoppage of work.

NOW, THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, the parties agree as follows:

### ARTICLE 1 Rules, Customs, Practices

Section 1. The Employer and the Union, recognizing the necessity of eliminating restrictions and promoting efficiency, agree that no rules, customs, or practices shall be permitted that limit production nor increase the time required to do the work.

Section 2. No limitations shall be placed upon the amount of work which an employee shall perform during a working day, nor there any restrictions either against the use of machinery, tools, or labor-

The company reserves the right to adjust the offering to meet the requirements of Medical Mutual, new federal options, or its successor. The plan offered to the bargaining unit employees will be identical to that offered to the other employees of the Company.

For those employees who can present verification of coverage by another family member or source, a cash bonus (currently \$35 for single and two party and \$50 for family) shall be paid equal to one half the annual coverage of that Employee paid over forty (40) weeks.

ARTICLE 18  
Pension

Section 1. Effective April 1, 2015, the Employer shall contribute to the CENTRAL STATES SOUTHEAST and SOUTHWEST AREAS PENSION FUND:

<u>April 1, 2015</u>	<u>April 1, 2016</u>	<u>April 1, 2017</u>
\$149.30	\$155.30	\$161.50

This contribution shall be made provided, however, that an employee must work at least a day during a work week before the Employer is required to make the foregoing pension contribution for that week. Furthermore, "a day" shall be defined as eight (8) hours, or less if sent home early. If an employee receives compensation for eight (8) hours in any one (1) week regardless if worked, such as holiday pay, vacation, pay, etc., the Employer is required to make such contribution for the entire week. The Employer is to pay contributions after thirty (30) days of employment. If the bargaining unit wishes to contribute additional monies to the plan, the employer agrees to make pre-tax deductions and forward the appropriate finds together with the company contributions.

Section 2. It is mutually understood and agreed that the provisions of any Plan Document or contract, rules and regulations established by the Trustees, rules of eligibility and terms of any Trust Agreement shall become part of this Agreement as though fully rewritten herein and specific references made to all of the above, and all parties to this Agreement,

including beneficiaries and covered members, shall be and are hereby bound. The company agrees to pay the specified amounts according to the funding terms of the plan document. Should these rates be raised by the pension trust during the life of the contract, the company shall have the option to open the contract for the purpose of negotiating offsetting cost savings

Section 3. The employer may utilize part time employees if all regular employees available for work and working. The parties agree that in the event that an individual employees on a part-time basis works 1,000 hours or more in a 12 month period, he will be considered a regular employee for purposes of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years), will require contributions to the Central States Pension Fund in the same manner and amount as required by this Agreement for regular employees.

#### ARTICLE 19

##### Building Supply Materials

The Union and the Employer agree that "building supply materials" may be hauled on ready mix trucks; provided, however, that the carriage of such material shall not endanger the safety of a driver, and further provided that when such materials are either awkward or heavy, assistance shall be provided to the driver in the loading and unloading thereof.

#### ARTICLE 20

Duration of Agreement shall continue in full force and effect without further modification or change until 12:00 midnight on February 16, 2015 and thereafter for additional period of one (1) year, unless terminated at the option of either party upon written notice to the other not less than sixty (60) days prior to the expiration date in any year, beginning February 28, 2018. Notices as required by this Article shall be by certified or registered mail

**AGREEMENT**

**BETWEEN**

**CONSUMERS CONCRETE CORPORATION**

**AND**

**INTERNATIONAL BROTHERHOOD  
OF**

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN  
AND  
HELPERS OF AMERICA**

**LOCAL UNION No. 7**

**Effective May 28, 2014 – April 17, 2017**

**MAILED**

**JUL 29 2014**

**CONTRACT  
DEPARTMENT**

## **AGREEMENT**

**THIS AGREEMENT** made and entered into this 28th day of May, 2014 by and between Consumers Concrete Corporation, 3506 Lovers Lane, Kalamazoo, Michigan, hereinafter referred to as the "Company" and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union No. 7, hereinafter referred to as the "Union".

### **WITNESSETH:**

The purpose of this Agreement is to set forth the terms and provisions relating to the wages, hours and conditions of employment which shall prevail during the life of this Agreement. Recognizing that the welfare of the Company and the job security of the employees depend upon the Company's ability to readily, properly and economically service the needs of its customers, and the Company, its employees and the Union agree to abide by the terms and provisions of this Agreement until, by its terms, it terminates.

### **ARTICLE I – RECOGNITION**

**Section 1.** The Company recognized the Union as the sole and exclusive collective bargaining representative for its employees classified as Transit Mix Drivers at its Paw Paw and Benton Harbor, Michigan operations and agrees to negotiate with no other union, association or individual as collective bargaining representative for any such employee or employees. In addition the Company recognizes the Union as the sole and exclusive bargaining representative for its employees classified as Transit Mix Drivers and Truck Garage Mechanic employed at its 1100 Nazareth Road, Kalamazoo, Michigan location and agrees to negotiate with no other union, association or individual as a collective bargaining representative for any such employee or employees. The employee who occupies the classification of Mechanic on August 18, 2011 (i.e., Mike Gay) shall be covered under the terms and conditions of this agreement until such time as he leaves the classification. When Mike Gay leaves or exits the classification of Mechanic the classification shall be eliminated from the bargaining unit.

**Section 2.** The Union recognizes that except as specifically limited or abolished by the terms of this Agreement, all rights to manage, direct and supervise the operations of the Company and its employees are vested solely and exclusively in the Company.

working and obtaining insurance coverage under COBRA or are not receiving Company-provided insurance and return to work must actually work one-hundred (100) or more hours in a calendar month to be eligible for insurance coverage at the beginning of the next month.

Employees may elect to opt out of the Company's health insurance, upon execution of the appropriate form, and receive five-hundred (\$500.00) dollars per calendar quarter, provided the employee is working full-time hours or the equivalent of one-hundred (100) hours per month during the non-layoff season.

**Section 2.** The Employer shall provide a sickness and accident insurance policy which shall provide that after the fourteenth (14<sup>th</sup>) day of illness or the fourteenth (14) day of injury, the employee shall receive two-hundred-fifty (\$250.00) dollars per week for a maximum of twenty-six (26) weeks, subject to the terms and conditions of the policy.

## **ARTICLE XII – FUNERAL LEAVE**

**Section 1.** Employees who at the time have completed their probationary period shall receive eight (8) hours of pay at their regular straight time hourly rate for one (1) day necessarily lost during their normal work week due to a death in their immediate family. This payment shall not be made if the employee for any other reason would have been absent from work. Immediate family shall be defined as the employee's then current spouse, children, brother, sister, parents-in-law or grandchildren. The day above referred to shall be the day of the funeral and to be eligible for such pay, the employee must attend the same. If the Employer requests proof of death, the employee must present the same in order to receive the pay herein referred to.

## **ARTICLE XIII – PENSION PLAN**

**Section 1.** The Employer agrees to pay the Central States Southeast and Southwest pension Fund in accordance with the following schedule:

Effective April 18, 2014 - \$42.30 for each day worked by an employee with a maximum contribution of five (5) days in any week.

Effective April 18, 2015 - \$44.80 for each day worked by an employee with a maximum contribution of five (5) days in any week.

Effective April 18, 2016 - \$46.60 for each day worked by an employee with a maximum contribution of five (5) days in any week.

Contributions shall be made for each employee covered by this collective bargaining agreement who has completed his probationary period. All payments into the Pension Fund must be made within fifteen (15) days from the end of each calendar month to the Mellon Bank, Central States Pension Fund, Dept. 10219, Palatine IL 60055-0291.



Contribution to the Pension Fund must be made for each day the employee receives any compensation from the Company with a maximum of five (5) days in any week even though such employee may work only part-time under the provisions of this Agreement, including paid vacations and days where work is performed for the Employer, but not under provisions of this Agreement, and although contributions may be made for those days under 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.

In these instances where the Employer is involved in an "owner-operator's" arrangement, there shall be no deduction from equipment rental or owner-operator by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at 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 his contribution to the 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 been given seventy-two (72) hours notice of 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.

It is agreed that the Pension Fund will be separately administered each jointly by the Employers and the Union, in compliance with all applicable laws and regulations, both state and federal.

#### **ARTICLE XIV – APPENDICES**

Appendix "A" Wages, "B" Commercial Driver License Requirements, "C" Alcohol and Controlled Substance Policy, "D" Family Medical Leave Policy, "E" Anti-Harassment Policy, "F" Workplace Violence and Weapons Policy, and "G" Personal Communication Device and Safety Policy are attached hereto and made a part of this Agreement.

#### **ARTICLE XV – ENTIRE AGREEMENT**

**Section 1.** The Company Personnel Policies are applicable to employees in this bargaining unit unless the provisions are inconsistent with the terms of this agreement. No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreements, understanding, past practices and arrangements heretofore existing, and all said agreements, understandings, past practices and arrangements are hereby made null and void. It is further understood and agreed that all agreements, understandings, past practices and arrangements existing prior to the execution of this agreement,

**AGREEMENT**

**BETWEEN**

**CONSUMERS CONCRETE CORPORATION**

**AND**

**TEAMSTERS LOCAL UNION 580**

Effective July 15, 2011 - July 15, 2014

**RECEIVED**

**JUL 29 2011**

**CONCRETE  
DEPARTMENT**

## AGREEMENT

**THIS AGREEMENT** made and entered into this 15th day of July, 2011 by and between Consumers Concrete Corporation, 3508 South Sprinkle Road, Kalamazoo, Michigan, hereinafter referred to as the "Company" and the International Brotherhood of Teamsters, Local Union No. 580 hereinafter referred to as the "Union".

### WITNESSETH:

The purpose of this Agreement is to set forth the terms and provisions relating to the wages, hours and conditions of employment which shall prevail during the life of this Agreement. Recognizing that the welfare of the Company and the job security of the employees depend upon the Company's ability to readily, properly and economically service the needs of its customers, and the Company, its employees and the Union agree to abide by the terms and provisions of this Agreement until, by its terms, it terminates.

### ARTICLE I - RECOGNITION

**Section 1.** The Company recognized the Union as the sole and exclusive collective bargaining representative for its employees classified as Transit Mix Driver, Dump Truck Driver, Double Dump Truck Driver, Bulk Cement Driver, Yardman/Loader Operator and Laborer at its Lansing and Potterville, Michigan facilities and agrees to negotiate with no other union, association or individual as a collective bargaining representative for any such employee or employees

(a): It is understood and agreed that when the employee who currently occupies the Yardman/Loader Operator vacates that position this classification shall be eliminated.

**Section 2.** The Union recognizes that except as specifically limited or abolished by the terms of this agreement, all rights to manage, direct and supervise the operations of the Company and its employees are vested solely and exclusively in the Company.

**Section 3.** The Company and the Union agree that for the duration of this Agreement, neither the Company or its agents, nor the Union, its agents or members, shall discriminate against any employee or prospective employee because of his color, race, creed, age, sex, nationality or political belief, nor shall either discriminate against any employee because he exercises the rights guaranteed by Section 7 of the Labor Management Relations Act.

days insurance coverage. The Company shall provide the specified insurance to employees, who are absent from work due to accident, sickness or work injury, for a period of not to exceed ninety (90) days for a single accident, sickness or work injury and for a maximum of one-hundred-eighty (180) days for multiple injuries in any three-hundred-sixty-five (365) day period, provided said employee has completed his probationary period and provides the Company with evidence from an approved medical doctor of his inability to work. Employees who are not working and obtaining insurance coverage under COBRA or are not receiving Company-provided insurance and return to work must actually work one-hundred (100) or more hours in a calendar month to be eligible for insurance coverage at the beginning of the next month.

Employees may elect to opt out of the Company's health insurance, upon execution of the appropriate form, and receive five-hundred (\$500.00) dollars per calendar quarter, provided the employee is working full-time hours or the equivalent of one-hundred (100) hours per month during the non-layoff season.

**Section 2.** The Employer shall provide a sickness and accident insurance policy which shall provide that after the fourteenth (14<sup>th</sup>) day of illness or the fourteenth (14) day of injury, the employee shall receive one-hundred-fifty (\$150.00) dollars per week for a maximum of twenty-six (26) weeks, subject to the terms and conditions of the policy.

**Section 3.** The Employer shall maintain a level of group life insurance coverage to that maintained for bargaining unit employees at its Kalamazoo plant.

## **ARTICLE XII - PENSION PLAN**

**Section 1.** The Employer agrees to pay the Central States Southeast and Southwest Pension Fund in accordance with the following schedule:

Effective July 18, 2011 - \$38.20 for each day worked by an employee with a maximum contribution of five (5) days in any week.

Effective July 16, 2012 - \$40.10 for each day worked by an employee with a maximum contribution of five (5) days in any week.

Effective July 15, 2013 - \$41.10 for each day worked by an employee with a maximum contribution of five (5) days in any week.

Contributions shall be made for each employee covered by this collective bargaining agreement who has completed his probationary period. All payments into the Pension Fund must be made within fifteen (15) days from the end of each calendar month to the Mellow Bank, Central States Pension Fund, Dept. 10219, Palatine IL 60055-0291.

Contribution to the Pension Fund must be made for each day the employee receives any compensation from the Company with a maximum of five (5) days in any week even though such employee may work only part-time under the provisions of this Agreement, including paid vacations and days where work is performed for the Employer, but not under provisions of this Agreement, and although contributions may be made for those days under 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.

In these instances where the Employer is involved in an "owner-operator's" arrangement, there shall be no deduction from equipment rental or owner-operator by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at 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 his contribution to the 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 been given seventy-two (72) hours notice of the Employer's 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.

It is agreed that the Pension Fund will be separately administered each jointly by the Employers and the Union, in compliance with all applicable laws and regulations, both state and federal.

### **ARTICLE XIII - FUNERAL LEAVE.**

**Section 1.** Employees who at the time have completed their probationary period shall receive eight (8) hours of pay at their regular straight time hourly rate for three (3) days necessarily lost during their normal workweek due to a death in their immediate family. This payment shall not be made if the employee for any other reason would have been absent from work. Immediate family shall be defined as the employee's then current spouse, children, parents, brother, sister, parents-in-law, or grandchildren and step-child of the employee living within the employee's household and are under twenty-one (21) years of age. The day above referred to shall be the date of the funeral and to be eligible for such pay, the employee must attend the same. If the Employer requests proof of death, the employee must present the same in order to receive the pay herein referred to.

### **ARTICLE XIV - JURY DUTY**

An employee with six (6) months or more seniority who is summoned and reports for jury duty as prescribed by applicable law shall be paid by the Employer an amount equal to the difference between the amount of wages the employee otherwise would have earned by working during the straight-time hours for the Employer on that day and the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses) for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the Employer. The Employer's obligation to pay an employee for jury duty is limited to a maximum of ten (10) calendar days in any calendar year.

In order to receive payment, an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported or

Agreement

By and Between

Contractors Ready Mix Company

And

General Teamsters / Professional & Technical Employees  
Local Union No. 916

Affiliated with the International  
Brotherhood of Teamsters

**RECEIVED**

OCT 04 2013

**CONTRACT  
DEPARTMENT**

March 31, 2013

To

April 1, 2015

## Agreement

This agreement, dated the first day of April, 2013, by and between the Contractors Ready Mix Company or its successors, located in Lincoln, Illinois, hereinafter called the "Company", party of the first part, and General Teamsters / Professional & Technical Employees Local Union No. 916, Affiliated with the International Brotherhood of Teamsters, 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 by the parties hereto.

### Article 1 - Intent

#### Section 1:

It is hereby agreed the company and the union that the intent of this agreement is to assure continuous, harmonious economical and profitable operations, to promote and improve industrial and economic relations between the company and its employees presently or hereafter employed and to promote cooperation between the company and its employees.

### Article 2 - Recognition

#### Section 1:

The company agrees to recognize, and does hereby recognize the union, its agents, representatives, or successors, as the exclusive bargaining agent for all of the employees of the company as herein defined.

Teamsters Local Union No. 916 shall become the recognized bargaining agent for any unit within jurisdictional boundaries of the aforementioned union, including the operation of Contractors Ready Mix Company. The terms and conditions of this agreement shall apply.

#### Section 2:

The term "employee as used in this agreement shall include all truck drivers and all other employees within the jurisdiction of the teamsters union, excepting foremen

Any change in coverage contemplated under this article is subject to the provisions in section 14.3 of this agreement.

Section 3:

The health insurance provider reserves the rights to amend the terms of the plan, to modify, reduce or eliminate benefits and to take any action it determines in its sole discretion to be in the interest of all plan participants.

**Article 15 - Pension**

The employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of:

Effective April 1, 2013	\$71.20 per week
Effective April 1, 2014	\$74.00 per week
Effective April 1, 2015	\$77.00 per week

Contributions to the pension fund shall be made for each week on each regular seniority employee provided said employee has worked.

The employer also agrees to contribute to Roth IRA for each employee on the seniority list. This payment will be paid on a monthly basis and it must go into Roth IRA in each regular seniority employee's name.

As part of the terms of the contribution for the second pension plan (Roth IRA) taxes will be taken out before the contribution is made.

Effective April 1, 2013	\$40.00 per week
Effective April 1, 2014	\$40.00 per week
Effective April 1, 2015	\$40.00 per week

To qualify for the Roth IRA pension plan contributions, an employee must work two or more days during the week for which those payments would be made.

**Article 16 - Hours of Work**



COPY

COLLECTIVE BARGAINING AGREEMENT

Between

TEAMSTERS LOCAL UNION NO. 600  
161 Weldon Parkway  
Maryland Heights, MO 63043

And

CONVENTION DISTRIBUTION SERVICES

Effective

April 1, 2013 to March 31, 2018

**RECEIVED**

APR 26 2013

**CONTRACT  
DEPARTMENT**

## **AGREEMENT**

THIS AGREEMENT, entered into as of this 1st day of April, 2013, by and between Convention Distribution Services for its operations in St. Charles City and/or St. Charles County, Jefferson County, Warren County, Washington County, Franklin County, Ste. Genevieve County, Lincoln County, St. Francois County, St. Louis City and/or St. Louis County, or its successors and assigns (hereinafter designated as the "Employer"), and LOCAL 600, Affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter designated as the "Union"), for the purpose of establishing rates of pay, wages, hours of work, and conditions of employment to be observed by the parties.

This contract is complete in itself and sets forth all the term and conditions of the agreement between the parties hereto.

### **ARTICLE 1 - UNION SHOP CLAUSE**

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing, and those who are not members on the execution date of this Agreement shall, on or after the thirty-first (31st) day following the execution date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all new regular employees covered by this Agreement and hired on or after its execution shall, on or after the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

### **ARTICLE 2 - UNION RECOGNITION**

The Employer, for its operation in St. Charles City and St. Charles County, Jefferson County, Warren County, Washington County, Franklin County, Ste. Genevieve County, Lincoln County, St. Francois County, St. Louis City and/or St. Louis County, recognizes the Union as the exclusive collective bargaining agent for all its employees who are employed by it to receive, load, unload, deliver by rigging or otherwise, and operate all material handling equipment for that purpose, other than cranes or other equipment requiring specialized operators, to perform the work the Employer has been hired to perform. This recognition shall exclude the work recognized in labor agreements with the United Steelworkers of America UD (Upholstery Division), Local 25U, and/or Awning and Tent Workers, Decorators and Displaymen Local 39-U and performed jointly by them and members of the Carpenters District Council of St. Louis, and also excluding maintenance cleaning personnel, graphic arts personnel, guards, professionals, clericals and supervisors as defined by the National Labor Relations Act. The parties agree that the movement of empty crates from the exhibitors' booths to the storage area and vice versa as well as to and from a marshalling/staging yard is recognized to be the work of Teamsters Local 600 and shall be performed by an employee of the Employer. Additionally, the employer agrees to employ at least one (1) driver from Teamsters Local 600 to perform all shuttle work to and

- D. The parties will equally bear the expenses of arbitration, including the arbitrator's fee. The parties will pay their own attorneys; fees and expenses. If the parties agree that the arbitration hearing should be transcribed, the parties shall equally bear the cost of the court reporter and the transcript. If only one party desires a written transcript of the arbitration hearing, that party shall bear the full cost of the court report and the transcript.
- E. The arbitrator's award shall be final and binding. If the Union files suit to enforce the award, the prevailing party shall be entitled to its attorneys' fees incurred in the enforcement litigation.

14.3 All time periods except the initial seven-day period for initial discussion of a dispute may be extended by mutual written agreement of the parties.

14.4 During the term of this Agreement, there shall be no strikes, lockouts, or slowdowns of work except as specifically provided in this Agreement.

#### **ARTICLE 15 - PENSION**

Effective April 1, 2013 and for the term of this contract, the Employer shall continue to pay fifty two dollars and ninety cents (\$52.90) per day for each regular and casual employee to the Central States Southeast and Southwest Areas Pension Fund.

Effective April 1, 2014 and for the term of this contract, the Employer shall continue to pay fifty six dollars and ten cents (\$56.10) per day for each regular and casual employee to the Central States Southeast and Southwest Areas Pension Fund.

Effective April 1, 2015 and for the term of this contract, the Employer shall continue to pay fifty nine dollars and fifty cents (\$59.50) per day for each regular and casual employee to the Central States Southeast and Southwest Areas Pension Fund.

Effective April 1, 2016 and for the term of this contract, the Employer shall continue to pay sixty one dollars and ninety cents (\$61.90) per day for each regular and casual employee to the Central States Southeast and Southwest Areas Pension Fund.

Effective April 1, 2017 and for the term of this contract, the Employer shall continue to pay sixty four dollars and forty cents (\$64.40) per day for each regular and casual employee to the Central States Southeast and Southwest Areas Pension Fund.

If a regular seniority 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 the 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

## MASTER AGREEMENT

This Agreement is entered into, effective on March 26, 2013, by and between Convention and Show Services, Inc. ("Employer") and Truck Drivers Local Union No. 299, affiliated with the International Brotherhood of Teamsters, ("Union"). This agreement shall be considered as the "Master Agreement" between the Employer and the Union, referenced in another agreement, known as the "Exposition Workers' Agreement," jointly entered into between the Employer and the Union and Local 25 of the Ironworker's Union. Any conflict between the Exposition Workers Agreement and this "Master Agreement" shall be resolved in favor of this Master Agreement.

### Article 1 Intent and Purpose

1.1 The intent and purpose of this agreement is to promote cooperation and harmony between the Employer and the Union, to recognize mutual interests, to provide a channel through which information and grievances may be transmitted, to formulate rules and procedures to govern the relationship between the Employer and the Union, to promote efficiency and service, to maximize and preserve the greatest work opportunities as are humanly possible for the benefit of both parties and to set forth herein the wages, hours and other terms and conditions of employment for employees who are covered by this Master Agreement.

### Article 2 Recognition and Jurisdiction

2.1 The Union shall be the sole and exclusive bargaining representative for all employees of the Employer performing work within the Union's jurisdiction in the State of Michigan. This shall include work traditionally performed by Teamsters at show and convention sites in the Detroit Metropolitan Area, it being understood that certain of such work is shared by the Ironworkers Union (by means of composite Teamsters/Ironworker crews) and that other work performed at shows and convention sites may be within the traditional jurisdiction of other unions. The Employer shall not enter into another agreement with another union that will intentionally diminish the jurisdiction of the Union.

### Article 3 Favored Nations

3.1 The Union will not enter into an Agreement with any contractor providing services at the City of Detroit Civic Center, Hyatt Regency Dearborn or Renaissance Center with different terms and conditions as set forth in this Master Agreement or the Exposition Workers Agreement. If the Union does enter into an Agreement with a contractor providing services at any of the above referenced facilities with different terms, then the Employer, at its option and upon notice to the Union, may implement the different terms.

**RECEIVED**

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DEPARTMENT

15.2 The foregoing reflect the total amounts the Employer will be required to pay in wages and fringe benefits to Exposition Workers in the listed classifications. Subject to the other provisions of this Article, the Union will provide the Employer with an allocation of these amounts to wages, vacation, pension, health and welfare and such other benefit programs as the parties may mutually agree to provide. It is agreed that the Employer will not be required to duplicate any wages or benefits previously paid even if allocated to a different fund, or source pursuant to the previous labor agreements and it is further understood that during any period of retroactivity all allocations will be designed and established to ensure that the Employer has not and will not be required to pay to any exposition employee an amount greater than the total contracted for wage and benefit compensation package for any given contract.

### 15.3 Pension Contributions

Effective June 1, 2012, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund ("Fund") the sum of \$11.20 per hour for each hour worked by or compensated for each Regular Exposition Worker covered by this Agreement. In the case of overtime hours, the pension contribution will be based on the hours actually worked.

Effective June 1, 2012, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$7.60 per hour for each hour worked or compensated for each casual employee covered by this Agreement. In the case of overtime hours, the pension contribution will be based on the hours actually worked.

The Employer shall remit pension contributions directly to the Central States, Southeast and Southwest Areas Pension Fund.

The Employer will not be obligated under this provision until it has received written confirmation from the Fund that the Fund has read the terms of this provision of the contract and is satisfied with same. If the Employer is required to sign a Participation Agreement with the Fund it will do so to the degree same is consistent with the terms of this Agreement.

It is agreed that the Central States Pension Fund will be administered jointly by Union and Employer Trustees in accordance with applicable.

### 15.4 Health and Welfare.

Effective June 1, 2012, the Employer agrees to contribute to the Michigan Conference of Teamsters Welfare Fund (JDR-5B), for each Regular Exposition Worker.

\$12.88 for each straight time hour worked  
\$19.32 for each overtime hour worked  
\$25.76 for each double time hour worked

**Article 16**  
**Termination of Agreement**

16.i This Agreement shall become effective March 26, 2013, and shall expire along with the Exposition Workers' Agreement on or before March 25, 2018. The Agreement shall be subject to reopening effective on June 1, 2013, June 1, 2014, June 1, 2015, June 1, 2016 and June 1, 2017 solely with respect to Articles 5, 6, 7 and Article 15, Sections 15.1, .5 and .6. Section 15.3 may also be reopened, but only with respect to increases in the contribution rates to the Central States' Pension Fund. Section 15.4 may be reopened, but only with respect to such contribution rate increases as may be necessary to maintain coverage under the MCTWF's (JDR-5B) Plan. The party desiring to reopen shall provide written notice to the other party at least thirty (30) days prior to the effective date of reopening. Additionally, if either party wishes to renegotiate or terminate this Agreement upon its expiration, the party so desiring shall provide written notice thirty (30) days prior to the termination of this Agreement. Written notice of termination of this Agreement will also serve as termination of the Exposition Workers' Agreement not withstanding any term to the contrary in the Exposition Workers' Agreement.

CONVENTION AND SHOW SERVICES, INC.

Redacted by U.S. Treasury

By: \_\_\_\_\_

Date: 3-26-2013

TRUCK DRIVERS LOCAL UNION No 299  
Affiliated with the International Brotherhood of  
Teamsters

Redacted by U.S. Treasury

By: \_\_\_\_\_

Date: 3-26-2013

**KANSAS CITY, KANSAS**

**FAIRFAX**

**SHOP SERVICE AGREEMENT**

**August 1, 2011**

**Through**

**September 30, 2015**

## **KANSAS CITY, KANSAS (FAIRFAX) SHOP SERVICE AGREEMENT**

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of August, 2011, by and between **JACK COOPER TRANSPORT CO., INC.**, hereinafter referred to as the "Company", and **LOCAL UNION NO. 41**, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union".

### **ARTICLE I**

#### **RECOGNITION**

The Company recognizes the Union as the sole collective bargaining agent for the Employees under its jurisdiction at the Kansas City, Kansas Terminal. It is further agreed that no other labor organization or group of employees shall be recognized in any form for any purpose of respective collective bargaining for the following employees: all Lubrication Men, Parts Men, Wash Men, Gas Men and Shop Porters. This Agreement shall not include Executives, Superintendents, actual Foremen in supervisory capacity, or members of the Clerical or Sales Force of the Employer, Night Watchmen and Security Guards.

### **ARTICLE II**

#### **UNION CHECK-OFF**

1. The Company agrees to check off the monthly dues and initiation fee, if any, of the Employees upon receipt of proper voluntary written authorization from the Employees to do so. Said deductions of dues shall be made from the first (1<sup>st</sup>) pay in each month, and the dues deducted shall be paid over to the Financial Secretary of the authorized Union not later than the twenty-fifth (25<sup>th</sup>) day of the month in which they are deducted. Initiation fees shall be deducted in accordance with the authorizations and paid over promptly thereafter to the Financial Secretary of the Union.



the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND, and employers who may subsequently begin to make payments into such fund shall continue to make such payments for the life of the Agreement. Action for delinquent contributions may be instituted by the Local Union or the Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collection.

## ARTICLE XI

### PENSIONS

Effective August 1, 2011, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, the sum of (as per the National Master Automobile Transporters Agreement) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective August 1, 2012 through September 30, 2015, the weekly contribution shall be increased as per the National Master Automobile Transporters Agreement.

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.

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.

The rules and regulations for the pension contributions will be the same as the National Master Automobile Transporters Agreement.

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 article. Action for delinquent contributions may be instituted by the Local Union or the Trustees. Employers who are delinquent must pay all attorneys' fees and cost of collection.

## ARTICLE XII

### LEAVE OF ABSENCE

Any employee may be granted a leave of absence not in excess of thirty (30) days without prejudice to his seniority or other rights, upon approval of the Company and the Union, provided he does

**OFFICE/CLERICAL RIDER KTP  
TO THE NATIONAL AND CENTRAL SOUTHERN SUPPLEMENT  
BETWEEN  
TEAMSTERS LOCAL 89  
AND JACK COOPER**

1. RATE OF PAY

EFFECTIVE:	2-2-09	\$19.00
	6-1-09	\$20.00
	6-1-10	\$20.40

2. HEALTH AND WELFARE

Central States, Southeast and Southwest Plan C-6.

3. PENSION

Central States, Southeast and Southwest Plan with weekly contributions as follows:

8-3-08	\$91.80
8-2-09	\$99.10
8-1-10	\$107.00

4. There will be no subcontracting of work previously or presently done by this bargaining unit.

5. SHIFT TIMES WILL BE:

5:00 A.M. - 1:30 P.M.

9:00 A.M. - 5:30 P.M.

10:30 A.M. - 7:00 P.M.

WORK WEEKS

Monday - Friday

Tuesday - Saturday

Sunday - Thursday

Any changes in above shifts shall be discussed between Company and Union.  
Any workweek can be combined with any start time.

6. Office Clerical will be paid weekly.

7. All jobs will be bid each ninety days.

8. Sick Days can be used in (4) hour increments.

9. A week of Vacation during a Vacation year may be used 1 day at a time at the employees option. The following guidelines will apply.

1. Employee must give the Company 48 hours advance notice
2. Only 1 employee per day.
3. Daily Vacation cannot be used as a qualifier for holiday pay.

The parties further agree that all other provisions of the Central/Southern Supplement and the National Master Automobile Transporters Agreement will apply.

Redacted by U.S. Treasury

UNION

DATE: 6-11-09

Redacted by U.S. Treasury

COMPANY

DATE: 6-18-09

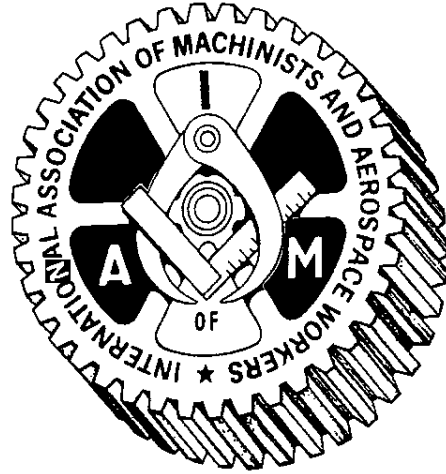
**ARTICLES OF AGREEMENT**

between

**JACK COOPER TRANSPORT CO., INC.**  
Kansas City, Kansas

and

**AUTOMOTIVE LODGE 778 OF THE INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, AFL-CIO**



September 1, 2011 through September 30, 2015

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DEPARTMENT

## KANSAS CITY (FAIRFAX) SHOP CONTRACT

THIS AGREEMENT, made and entered into this 29 day of August, 2011, by and between **JACK COOPER TRANSPORT CO., INC.**, Kansas City, Kansas, hereafter referred to as the Company, and **AUTOMOTIVE LODGE 778 of INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO**, hereafter referred to as the Union.

### ARTICLE 1

#### RECOGNITION

**1.1** The Company recognizes the Union as the sole collective bargaining agent for the employees under its jurisdiction at the Kansas City, Kansas (Fairfax) terminal. It is further agreed that no other labor organization, or group of employees, shall be recognized in any form for any purpose, or with respect to collective bargaining for the following employees: all Mechanics, Welders, Painters, Body Men and Maintenance Men. This Agreement shall not include Executives, Superintendents, actual Foremen in supervisory capacity, or members of the Clerical or Sales Force of the Employer, Night Watchmen and Security Guards.

### ARTICLE 2

#### UNION SHOP AND CHECK-OFF

**2.1** Upon compliance of the requirements of Section 8(a) (3) (I) of the Labor-Management Relations Act, 1947, as amended, or upon a change in the law eliminating such requirement, membership in the Union shall be a condition of employment for all employees on and after the thirtieth (30th) day following the beginning of such employment, or the effective date of this provision, whichever is the later. This Article not applicable to Fairfax Terminal, Kansas City, Kansas employees.

**2.2** The company agrees to check-off the monthly dues and initiation fee, if any, of the employees upon receipt of proper voluntary written authorization from the employees to do so. Said deductions of dues shall be made from the first (1st) pay in each month, and the dues deducted shall be paid over to the Financial Secretary of the authorized union not later than the twenty-fifth (25th) day of the month in which they are deducted. Initiation fees shall be deducted in accordance with the authorization and paid over promptly thereafter to the Financial Secretary of the union.

**2.3** No payroll deduction of union dues from the wages of any employee shall be made in any pay period in which the employee received no earnings, or his net earnings are insufficient to cover the full monthly deductions for all such payments. However, the proper deduction of union dues shall be made from the next pay period with sufficient earnings to permit full deduction of said dues.

**10.5** The Company will continue to pay Health and Welfare contributions for regular active employees involuntarily called to active duty status for reserve or National Guard service during war or military conflict up to a maximum of twenty four (24) months.

## **ARTICLE 11**

### **PENSION**

**11.1** Effective September 1, 2011, 2012, 2013 and 2014, the company agrees to contribute to the *CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND* the sum agreed to by the National Master Automobile Transporters Agreement. (Central States). The Company will maintain the full cost of pension and maintain same contribution levels as for employees covered under the NMATA.

**11.2** The 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.

**11.3** By execution of this agreement, the company 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.

**11.4** The rules and regulations applying to pension contributions will be the same as the National Master Automobile Transporters Agreement.

**11.5** 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 the Local Union, the Area Conference or the Trustees. Employers who are delinquent must pay all attorneys' fees and costs of collections.

## **ARTICLE 12**

### **LEAVE OF ABSENCE**

**12.1** Any employee may be granted a Leave of Absence, not to exceed thirty (30) days, without prejudice to his seniority or other rights upon approval of the company and the Shop Committee, provided he does not engage - during such leave of absence - in any work for hire.

## **ARTICLE 13**

### **FUNERAL LEAVE**

**13.1** In the event of a death in the immediate family (father, mother, wife, husband, brother, sister, son or daughter) a regular employee shall be entitled to a maximum of three

**AGREEMENT**

**BY**

**AND**

**BETWEEN**

**COTTER MERCHANDISE STORAGE COMPANY OF  
OHIO, INC.**

**AND**

**TEAMSTERS LOCAL UNION NO. 348**

**2014-2016**

**RECEIVED**

**NOV 14 2014**

**CONTRACT  
DEPARTMENT**

## AGREEMENT

This Agreement, made by and between The Cotter Merchandise Storage Co. of Ohio (hereinafter referred to as the "Employer") and the Teamsters Local Union No. 348, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union").

### ARTICLE I Union Recognition

The Union shall be the sole and exclusive representative for all production employees including Warehousemen and Warehouse foremen covered by this Agreement in collective bargaining with the Employer. All office clericals, professional employees, guards, watchman, mechanics, maintenance employees, and all supervisors as defined in the NATIONAL LABOR RELATIONS ACT as amended are expressly excluded from the bargaining unit covered by this Agreement.

### ARTICLE II Union Security

#### Section 1 - Union Shop

- A. As a condition of employment all employees covered by this Agreement shall, thirty (30) days after the date of execution of this Agreement, or in the case of new employees, thirty (30) days after the date of hiring, become members of the Union and remain members in good standing in the Union by the payment of membership dues during the term of this Agreement.
- B. The provisions of paragraph A of this section shall not apply to any employees covered by this Agreement to whom membership in the Union is denied or whose membership therein has been terminated for reasons other than failure of such employee to tender his initiation fee or periodic dues.
- C. Any employee who fails to meet the requirements of this section shall not be retained in the employ of the Company, provided that the Union shall have failed to remedy same within ten (10) days after receipt of notice.
- D. "Member of the Union" where used herein means any employee who is a member of the Union and in good standing.

#### Section 2 - Check-Off

The Company, upon written authorization of the employee, shall deduct from the first pay received each month by such employee, the Union dues for the current month and promptly remit same to the appropriate officer of the Union.

- (A) The following paragraphs shall appear on a card which shall be personally signed by the employee:

#### CHECKOFF AUTHORIZATION AND ASSIGNMENT

I, the undersigned member of truck drivers Local Union No. 348, of the International Brotherhood of Teamsters, herewith authorize my Employer to deduct from my wages, each and every month, my Union dues as a result of membership therein, and direct that such amounts so deducted be



**Section 4.** Effective January 1, 2016, the Employer agrees to monthly increases to the Teamsters Local No. 348 Plan D Health and Welfare Fund in an amount not to exceed ten percent (10%) of the previous year's monthly rate.

**Section 5.** Effective January 1, 2015, employees shall contribute ten dollars (\$10) per week on a pre-tax basis through weekly payroll deductions to offset this increased cost. Effective January 1, 2016, this contribution will increase to fifteen dollars (\$15) per week on a pre-tax basis through weekly payroll deductions.

**Section 6.** Health and Welfare payments will be made by the Employer for a period of two (2) months after an employee is laid-off, absent because of illness or "off the job" injury.

**Section 7.** The Employer shall pay Health and Welfare for a period of six (6) months if an employee is absent because of an "on the job" injury.

**Section 8.** Contributions shall be due and payable on the 10<sup>th</sup> day of every month subject to a 10% late charge penalty.

## **ARTICLE XV Pension**

### **Section 1.**

Effective January 11, 2014, the Employer shall contribute to the Central States and Southeast and Southwest Areas Pension Fund the sum of one-hundred ninety-six dollars and eighty cents (\$196.80) per week for each employee covered by this Agreement, who has been on the payroll thirty (30) days or more.

Effective January 11, 2015, the Employer shall contribute to the Central States and Southeast and Southwest Areas Pension Fund the sum of two-hundred twelve dollars and fifty cents (\$212.50) per week for each employee covered by this Agreement, who has been on the payroll thirty (30) days or more.

### **Section 2.**

The parties acknowledge and agree that the eligibility of the employees to receive pension benefits is solely within the control of the pension fund and no guarantees or warranties of such eligibility can be made or are hereby made by either the Employer or the Union. Such contributions will be based upon the form provided by the Central States Fund and payments are due only based upon its provisions and as handled in the past under this contract. Any pension contributions for temporary labor are subject to Article V of this Agreement.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COUNTRY FRESH, LLC.

AND

GENERAL TEAMSTERS UNION, LOCAL NO. 406  
AFFILIATED WITH

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN  
AND HELPERS OF AMERICA

JULY 3, 2010 THROUGH AND INCLUDED JUNE 28, 2015

**RECEIVED**

**SEP 28 2010**

**CONTRACT  
DEPARTMENT**

## AGREEMENT

THIS AGREEMENT, made and entered into effective July 3, 2010, by and between COUNTRY FRESH, LLC., located at Grand Rapids, Michigan, party of the first part, and hereinafter termed the Employer, and GENERAL TEAMSTERS UNION, LOCAL NO. 406, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 3315 Eastern Avenue, S.E., Grand Rapids, Michigan, party of the second part, hereinafter called the Union.

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of the employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and its employees; and of promoting and improving peaceful industrial and economic relations between the parties;

## W I T N E S S E T H

### ARTICLE 1 SCOPE OF AGREEMENT

The execution of this Agreement on the part of the Employer shall cover all truck drivers, helpers and such other employees as may be presently or hereafter represented by the Union, engaged in local pickup, and delivery of the Company's products.

### ARTICLE 2 PROBATIONARY EMPLOYEES AND WORK ASSIGNMENTS

Section 1. Probationary Employees. A new employee shall work under the provisions of this Agreement but shall be employed only on a ninety (90) day trial basis, during which period he/she may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After ninety (90) days, the employee shall be placed on the regular seniority list, as of first date of hire.

In case of discipline within the ninety (90) day period, the Employer shall notify the Local Union in writing. Casual employees shall not come under this provision. Casual employees who have worked sixty (60) workdays in a one hundred and eighty (180) calendar day period and are promoted by the Company to a full-time employee shall be placed in the seniority list as of the first day of full-time status.

If an employee is injured on-the-job, the Employer shall continue to provide the Health and Welfare benefit coverages, outlined in this Article, until such employee returns to work, with the understanding that the employee, on whose behalf such coverage is being continued, shall continue to pay his/her normal contribution amount, for such time period; however, such coverages shall not be continued for a period of more than twelve (12) months. The twelve (12) month period will not renew with a return to work of less than ninety (90) days for the same conditions.

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 for Health and Welfare benefits during the period of the leave of absence.

Section 2. The Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund ("Fund"), for each employee covered by this Agreement who has been on the payroll thirty (30) days or more a contribution, to provide pension plan participation, in the amount of up to:

Effective 7/3/05 - \$166.00 per week  
Effective 9/1/06 - \$177.60 per week  
Effective 9/1/07 - \$190.00 per week  
Effective 9/1/08 - \$203.30 per week  
Effective 9/1/09 - \$217.50 per week

The Company's per week contributions, to the Central States, Southeast and Southwest Areas Pension Fund, as listed above, shall be increased by no more than the following amounts:

Effective 7-1-10- Increase by \$15.20/wk from \$217.50 to \$232.70 per wk.  
Effective 7-1-11- Increase by \$14.00/wk from \$232.70 to \$246.70 per wk.  
Effective 7-1-12- Increase by \$12.30/wk from \$246.70 to \$259.00 per wk.  
Effective 7-1-13- Increase by \$10.40/wk from \$259.00 to \$269.40 per wk.  
Effective 7-1-14- Increase by \$10.80/wk from \$269.40 to \$280.20 per wk.

Said weekly contributions shall not exceed the amounts specified above.

Section 3. All payments into the Pension Fund must be made within fifteen (15) days from the end of the calendar month for which the Employer is remitting, to the AMERICAN NATIONAL BANK, ACCOUNT 7000 (PENSION), which bank has been made depository for the Central States, Southeast and Southwest Areas Pension Fund.

Section 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 Pension Fund contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required Pension Fund contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. The twelve (12) month period will not renew with a return to work of less than 90 days for the same condition.

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.

The Employer will make no Pension contributions for summer or casual employees who are employed less than one thousand (1,000) hours in the year. A contribution for Pension will be made for an employee on layoff for any week in which he/she works one (1) day or more.

Section 5. Contributions to the 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 Agreement, including paid vacations and 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 Article.

Section 6. Actions for delinquent contributions may be instituted by the Local Union after the proper official of the Local Union shall have given seventy-two (72) hours notice to the Employer of such delinquencies in Pension Fund payments. Employers who are delinquent must also pay all attorneys' fees and costs of collection.

Section 7. It is agreed that the Pension Fund will be administered jointly by Employers and Union in compliance with all applicable laws and regulations, both state and federal.

Section 8. By execution of this Agreement the Employer authorizes the Employer Associations who are signatories to similar Collective Bargaining Agreements signed with Teamster Unions to enter into appropriate trust arrangements 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 already taken or to be taken by such Trustees within the scope of their authority.

AGREEMENT

By and Between

COYNE INTERNATIONAL ENTERPRISES CORP.  
d/b/a COYNE TEXTILE SERVICES

AND

TEAMSTERS LOCAL UNION NO. 293

OF THE

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

November 1, 2013 – October 31, 2016

**RECEIVED**

MAR 24 2014

CONTRACT  
DEPARTMENT

## AGREEMENT

**THIS AGREEMENT**, made and entered into the 1<sup>st</sup> day of November 2013, by and between COYNE INTERNATIONAL ENTERPRISES CORP., d/b/a COYNE TEXTILE SERVICES (hereinafter referred to as "Company") and the TEAMSTERS LOCAL UNION NO. 293 OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, (hereinafter referred to as the "Union") both of the City of Cleveland, Ohio.

### ARTICLE 1 - PURPOSE OF AGREEMENT

It is the intent and purpose of the parties to the Agreement to maintain and improve the customer service of the Company and to achieve the highest level of customer satisfaction and service that employees and the Company may mutually benefit. Both parties believe that steady work and job security can only be achieved by both parties working together and the Company remaining highly competitive in the industry. It is therefore the intent of the parties to set forth in this Agreement rates of pay, hours of work, benefits, and working conditions, responsibilities of employees, and conditions of employment to be observed by the Company, the Union, and employees covered in this Agreement.

### ARTICLE 2 - UNION RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agent for all Service and Sales Representatives (wholesale and retail classification, individually "SSR" and collectively "SSRs" and formerly known as route salesmen), Relief SSRs (formerly known as relief route salesmen), shuttle drivers and helpers at its Cleveland, Ohio facility, as defined by the Labor Management Act of 1947.

### ARTICLE 3 - MANAGEMENT RIGHTS

#### SECTION 1:

The Union recognizes that those rights which belong solely and exclusively to the Company, including, without limiting the generality thereof, the management of the Company and the direction of the working force, including the right to promote, demote, transfer, discharge or discipline for just cause, the right to assign work, the right to maintain discipline and efficiency of employees (including the right to establish reasonable rules and regulations governing the conduct of employees and also including the right to establish and maintain work standards). The Company agrees to give the Union seven (7) days advance notice of rule changes or additions. The sole and exclusive judge of all matters pertaining to the products to be manufactured (including the right to determine the source of supply of materials), the methods and processes of manufacturing, assembling or delivering (including the right to change existing methods or processes, the right to introduce new and improved methods and processes or the right to subcontract), the sale, discontinuance or shutdown of all or any part of its plant or facilities, the determination of the number of employees to be hired at any one time, the hiring of new employees, the determination or alteration of production schedules or delivery routes, and the right to fix hours of employment, including the number of shifts, and the beginning and end of the work shifts are vested exclusively in the Company, unless specifically prohibited in this Agreement. Furthermore, it is

## ARTICLE 14 – PENSION

### SECTION 1: PENSION

The Company agrees to continue to participate in the Central States, Southeast and Southwest areas pension plan by making contributions as follows:

<u>CONTRIBUTIONS:</u>	<u>WEEKLY:</u>
<u>First Year</u> Effective 11/01/13	\$200.80
<u>Second Year</u> Effective 11/1/14	\$208.80
<u>Third Year</u> Effective 11/1/15	\$217.20

Pension contributions will begin sixty (60) days after the Employee's date of hire. In the event the Company is subjected by law or the plan trustees of the Central States Pension Fund to any surcharges, additional contributions or other fees in excess of 5% in any one year of the then applicable weekly contribution rate (but excluding any charges, interest or fees resulting solely from the Company's delinquent contributions of such negotiated weekly amounts), then the Company reserves the right to reopen the Agreement upon notice to the Union to negotiate payment of the amount which exceeds 5%.

## ARTICLE 15 – DEATH IN FAMILY

### SECTION 1: BEREAVEMENT LEAVE

Employees shall be granted up to three (3) days bereavement leave with pay for regular scheduled work days. Such leave shall be taken between the time of death and the day of the funeral. An employee's "Immediate Family" shall consist of Spouse, Children, Mother, Father, Mother-in-law, Father-in-law, Grandmother and Grandfather, Grandchildren, Brother, Sister, Step-Parent and Step-Children, Spouse's Grandfather and Spouse's Grandmother. One (1) work day, the day of the funeral, will be allowed without loss of pay in the event of the death of a Brother-in-law, Sister-in-law, Son-in-law, Daughter-in-law, aunts and uncles. Such mourning period shall not be counted against the allowable Sick Leave days per year. Such bereavement Pay will be calculated as follows:

SSR's will be paid his commission percentage rate times the revenue of the day(s) missed.

Flat rate employees will be paid one-fifth (1/5) of the flat rate for each day missed.



AGREEMENT

BETWEEN

COYNE INTERNATIONAL ENTERPRISES CORP. D/B/A COYNE TEXTILE  
SERVICES

AND

TRUCK DRIVERS LOCAL UNION NO. 449

Effective

July 1, 2011 — June 30, 2015

*Original copy  
7/1/11 - 6/30/15*

## COYNE TEXTILE SERVICES

This Agreement effective this 1<sup>st</sup> day of July, 2011 between COYNE INTERNATIONAL ENTERPRISES CORP. D/B/A COYNE TEXTILE SERVICES, party of the first part, hereinafter designated as the "Company" and the Truck Drivers Local Union No. 449 Buffalo, affiliated with the International Brotherhood of Teamsters, party of the second part, hereinafter designated as the "Union", is entered into and shall be binding upon the parties hereto.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

When the word "Union" is used herein, it shall mean the Truck Drivers Local Union No. 449 of Buffalo and Vicinity.

It is understood that this Agreement shall apply only to SSRs and transport drivers working in and out of the Company's premises located at Buffalo, New York,

### **ARTICLE 1.— Union Recognition, Security and Check-Off**

1. The Union at all times agrees, as far as it is in its power, to further the interests the Company.
2. The Company recognizes the Union as the sole collective bargaining agent for all of the Service and Sales Representatives (individually "SSR" and collectively "SSRs" and formerly known as route sales person(s)) SSRs and transport drivers working at the Buffalo, New York plant of the Company.

It shall be a condition of employment that all employees of the Company 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 on the effective date of this Agreement, shall on the 31st day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the 31st day following the beginning of such employment become and remain members in good standing in the Union.

The failure of any person to become a member of the Union at the required time shall obligate the Company, upon written notice from the Union to such effect and to the further effect that Union membership was available if 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 his Union membership in good standing as required herein shall, upon written notice to the Company by the Union to such effect, obligate the Company to discharge such person.

**ARTICLE 12 — Death in Family**

1. Death in Immediate Family - Three (3) days pay, in which a day's-pay will be equal to route commission based on any and all settled route revenue for the day(s) missed, for a death in the immediate family; namely, spouse, children, his parents, brothers, sisters, mother-in-law, father-in-law and legal step-parents.

**ARTICLE 13 – Pension Plan**

1. The Company agrees to pay to the Central States, Southeast and Southwest Areas Pension Fund at the rates set forth below for each employee covered by this Agreement, such monies to be forwarded to the Fund office on the tenth (10th) of the month following the accrual of such monies:

Effective July 1, 2011	\$117.34 per week
Effective July 1, 2012	\$122.03 per week
Effective July 1, 2013	\$126.91 per week
Effective July 1, 2014	\$131.99 per week

2. All employees subject to this Agreement will also be required to pay the additional monies weekly into the fund through payroll deduction, and shall as a condition of employment execute any necessary payroll deduction authorization for such deductions. The Company agrees to bear the responsibility for the full contribution regardless of whether the Company can collect co-pays from Employees.

Effective July 1, 2011	\$7.46 per week, employee contribution
Effective July 1, 2012	\$10.27 per week, employee contribution
Effective July 1, 2013	\$10.69 per week, employee contribution
Effective July 1, 2014	\$11.11 per week, employee contribution

In the event the Company is subjected by law or the plan trustees to any surcharges, additional contributions or other fees in excess of such weekly contribution rate (but excluding any charges, interest or fees resulting solely from the Company's delinquent contributions of such negotiated weekly amounts), or if the Company is subject to any potential withdrawal liability based on a valuation prepared by the plan trustees or actuaries, then the Company reserves the right to reopen the Agreement upon notice to the Union, in which event the No Strike-Lock Out provisions of this Agreement shall be of no further force or effect.

AGREEMENT

BETWEEN

COYNE INTERNATIONAL ENTERPRISES CORP.  
D/B/A COYNE TEXTILE SERVICES

AND

TEAMSTERS LOCAL UNION NO. 20

EFFECTIVE: MAY 1, 2011

EXPIRATION: APRIL 30, 2014

**RECEIVED**

JUN 14 2011

CONTACT  
DEPARTMENT

## AGREEMENT

This agreement made and entered into this 1<sup>st</sup> day of May 2011 by and between COYNE INTERNATIONAL ENTERPRISES CORP. D/B/A COYNE TEXTILE SERVICES, hereinafter called the "Company", and TEAMSTERS LOCAL UNION NO. 20, (formerly Teamsters Local Union No. 365) an affiliate of the International Brotherhood of Teamsters, hereinafter called the "Union", on behalf of all the employees of the Company who are or are to become members.

### WINESSETH:

It is the intent and purpose of the parties to the Agreement to maintain and improve the customer service of the Company and to achieve the highest level of customer satisfaction and service that employees and the Company may mutually benefit. Both parties believe that steady work and job security can only be achieved by both parties working together and the Company remaining highly competitive in the industry. It is therefore the intent of the parties to set forth in this Agreement rates of pay, hours of work, insurance and pension benefits, and working conditions, responsibilities of employees, and conditions of employment to be observed by the Company, the Union, and employees covered in this Agreement. Therefore, the Company and Union, acting by their duly authorized agents agree as follows:

### **ARTICLE 1 - UNION RECOGNITION AND UNION SECURITY**

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 Service and Sales Representatives and Relay Drivers (Individual "SSR" and collectively "SSRs" and formerly known as Driver Salespeople or Route Salespeople) of Toledo or within a fifty mile radius of the facility.
2. The Company will neither negotiate nor make collective agreements for any of its employees in the bargaining unit covered hereby unless it be through the duly authorized representative of the Union.
3. The Company agrees that it will not sponsor or promote, financially or otherwise, any 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 or activities on behalf of the Union.
4. It shall be a condition of employment that all employees of the Company covered by this agreement who are members of the Union in good standing on the effective date of this agreement shall, on the thirty-first (31<sup>st</sup>) day following the effective date of this agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this agreement and hired on or after its effective date shall, on the thirty-first (31<sup>st</sup>) day following the beginning of such employment become and remain members in good standing in the Union.

six (6) months of continuous service with the Company.

3. For any employee that has elected coverage under the Health and Welfare insurance program, life insurance coverage shall also be provided as follows:

Employee - \$10,000 life insurance plus \$10,000 additional for double indemnity  
(accidental death)  
Spouse - \$5,000 life insurance  
Children - \$2,000 life insurance

4. Vision:

- a. One eye exam every two years for employee, spouse and children.
- b. \$100 towards eyeglasses every two years.

5. **DISABILITY:** If an employee is absent because of illness or off-the-job injury and notifies the Company, the Company shall continue to make the required contributions for a period of four (4) weeks, provided the employee continues to make their weekly contribution. If an employee is injured on the job, the Company 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.

#### **ARTICLE 8 - PENSION PLAN**

1. The Company agrees to participate in the Central States Southeast and Southwest Areas Pension Fund for the term of this agreement.
2. The Company's obligation to make contributions to said pension plan shall be governed by the following provisions:
  - a. The Company will make such contributions for all employees in the bargaining unit covered by the collective bargaining agreement, with ninety-one (91) days or more of service and who work one or more days in any given work week (except as noted below).
  - b. Any day of which an employee receives compensation in accordance with the provisions of the collective bargaining agreement shall be considered the same as a week worked.
  - c. **VACATIONS:** Contributions shall be paid for the week or weeks an employee is absent from active duty due to being on vacation for which he is eligible and for which he is paid in accordance with the provisions of the collective bargaining agreement.
  - d. **DISABILITY:** If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the

job, the Company 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.

- e. LEAVES OF ABSENCE: If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the pension plan during the period of absence.
- f. The Company shall comply with the "Default Schedule" and increase its rate of contribution by no more than 4% each year as follows:

Company Rate of Weekly Contribution:

5/1/2011	\$117.94
5/1/2012	\$122.65
5/1/2013	\$127.56

- g. In the event the Company is subjected by law or the plan trustees to any surcharges, additional contributions or other fees in excess of such weekly contribution rate (but excluding any charges, interest or fees resulting solely from the Company's delinquent contributions of such negotiated weekly amounts), or if the Company is subject to any potential withdrawal liability based on a valuation prepared by the plan trustees or actuaries, then the Company reserves the right to reopen the Agreement upon notice to the Union, in which event the No Strike-Lock Out provisions of this Agreement shall be of no further force or effect.
- h. Notwithstanding anything herein contained, it is agreed that in the event that any Company is delinquent at the end of the months period in the payment of his contribution to the Health and Welfare Fund or the Central States Pension Fund in accordance with the rules and regulations of the trustees of such fund and after the proper official of the local Union shall have seventy-two (72) hours notice to the Company and or Central States Pension Fund payments the Union shall have the right to take such action as it deems necessary including economic action to resolve said delinquency. Action for delinquent contributions may be instituted by the local Union, the Health and Welfare trustees or Central States Pension Fund trustees. Companies who are delinquent must also pay all attorney fees and cost of collections.

#### **ARTICLE 9 - SENIORITY - LAYOFF**

- 1. It is agreed between the Company and the Union that seniority will not go into effect with respect to new employees until they have been continuously employed for a period of thirty-one (31) days. It is further agreed by the Company and the Union that in case of layoff or rehiring, seniority shall prevail. The last employee hired shall be the first laid off when the case arises for the laying off of an employee. This employee shall be rehired if and when the

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CONTRACT  
DEPARTMENT

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**CRAMBLETT TRUCKING**

**-And-**

**GENERAL TRUCK DRIVERS AND HELPERS UNION  
Local No. 92**

**October 1, 2014 – September 30, 2017**



THIS AGREEMENT, entered into by and between CRAMBLETT TRUCKING, hereinafter referred to as the "Employer", and GENERAL TRUCK DRIVERS AND HELPERS UNION LOCAL NO. 92, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, and hereinafter referred to as the "Union".

WITNESSETH: That for the purpose of promoting harmonious relationship between the Employer and the Employees, the Employer and the Union agree as follows:

### **ARTICLE 1 – 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 "employees" as used in this Agreement shall include: Motor Vehicle Mechanics, General Garage work employees, and any Driver-Chauffeur or Driver-helper operating a truck or any other vehicle operated on the highway, street, or privately used for transportation purposes when used to defeat the purpose of this Agreement.

**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 is through duly authorized representatives of the Union.

**Section 4** The Company agrees that it will not sponsor or promote, financially or otherwise, any group or labor organization, for the purpose of undermining the Union; nor will it interfere with, restrain, or discriminate against any of its employees in connection with membership in the Union.

**Section 5 – Transfer of Company Title or Interest** This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event an entire operation is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. On the sale, transfer, or lease of an individual run or runs, only the specific provisions of this contract, excluding supplements or other conditions, shall prevail. It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this contract. 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 at the time the seller, transferee, or lessee executes a contract of transaction as herein described. In the event the Employer fails to give notice or such failure to require assumption of the terms of this contract.

Employee contribution will be \$40.00 a month towards the cost of the abovementioned plan, for the life of this Agreement.

### **ARTICLE 25 – Pension Plan**

The Employer agrees to participate in the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND for the term of this Agreement. The Employer agrees to make contributions to said Fund at the following rates:

Effective October 1, 2014	\$145.40 per week
Effective October 1, 2015	\$154.10 per week
Effective October 1, 2016	\$160.30 per week

The Employer's obligation to make contributions to said Pension Fund shall be governed by the following provisions:

For all employees in the bargaining unit covered by the Collective Bargaining Agreement with thirty (30) days or more of service who work one (1) or more days in any given week (except as noted below). Any day for which an employee receives compensation in accordance with the provisions of the Collective Bargaining Agreement shall be considered the same as a day worked.

**Vacations:** Contributions shall be paid for the week or weeks and employee is absent from active duty to being on vacation for which he is eligible and for which he is paid in accordance with the provisions of the Collective Bargaining Agreement.

**Disability:** 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.

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

Employees who work either temporarily or in case of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

## TRUCK DRIVERS' AGREEMENT

This Agreement between the Crandell Brothers Trucking, Charlotte, Michigan, hereinafter referred to as the "Employer" and Teamsters Local Union No. 580, as affiliate of the International Brotherhood of Teamsters, located at 5800 Executive Drive, Lansing, Michigan, hereinafter referred to as the "Union", shall remain in full force and effect until June 30, 2016 and thereafter from year to year unless changed in accordance with Article XXI of this Agreement.

FURTHER, this Agreement between the Employer and the Union shall be in effect and applicable to portions of Gratiot, Eaton, Ingham, Livingston, Clinton and Ionia Counties that are Local 580's jurisdiction. Local 580's jurisdiction extends North to Alma in Gratiot County; West to Ionia Corners in Ionia County; South to a point approximately halfway between Mason and Leslie in Ingham County, East to Howell in Livingston County, and North East to Owosso in Shiawassee County, in the STATE OF MICHIGAN, for its duration.

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 co-operative 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 RECOGNITION UNION SHOP AND DUES

(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.

(b-1) The Union shall be given equal opportunity with all sources to provide suitable applicants for employment. The Employer retains his right of freedom of selection of employees from among all applicants regardless of source. The Union agrees that they will not discriminate against any person for membership acceptance or referral because of Race, Creed, Color or National Origin. The Employer agrees that they will not discriminate against any person requesting employment because of Race, Creed Color or National Origin.

(b-2) Seniority rights under this Agreement shall not apply to employees until they completed forty-five (45) working day probationary period within a four (4) calendar month period, whichever comes first. However, at the successful termination of the thirty (30) FORTY-FIVE (45) working day probationary period, seniority rights shall be

**Section 2.**

The Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by the Collective Bargaining Agreement who is on the regular seniority list a contribution of:

Effective January 1, 2013	\$ 138.10 per week
Effective January 1, 2014	\$ 143.60 per week
Effective January 1, 2015	\$ 149.30 per week
Effective January 1, 2016	\$ 155.30 per week

All payments into the Central States, Southeast and Southwest Areas Pension Fund must be made within ten (10) days from the end of each calendar month to the Mellon Bank, Central States Funds, Dept. 10291, Palatine, IL 60055-0291.

**Section 3.**

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 Article. Snow removal shall be considered an emergency for purposes of this Article, should this emergency continue into the third consecutive day the emergency shall be concluded and the provisions of this contract shall prevail.

**Section 4.**

If an employee is absent because of bona fide illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the Health and Welfare 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 nine (9) months.

**Section 5.**

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 and Pension Fund during the period of absence.

**Section 6.**

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 Health and Welfare and/or Pension Funds, in accordance with the rules and regulations of the Trustees of such Funds and after the proper official of the Local Union shall have

(h) Union dues

Out of weekly draw

The broker shall also be responsible for any additional expenses/taxes that may be added after the signing of the contract.

**ARTICLE XX**

**TERMINATION OF AGREEMENT**

**Section 1.**

This Agreement shall be in full force and effect from July 1, 2013, to and including June 30, 2016 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

**Section 2.**

It is further provided that where no such cancellation or termination is served and the parties desire to continue said Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to June 30, 2016 or June 30 of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to Support their request for revisions if the parties fail to agree thereon.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 27 day of July, 2013.

**COMPANY**

**UNION**

CRANDELL BROTHERS

TEAMSTERS LOCAL UNION NO. 580,

Redacted by U.S. Treasury  


Randy Crandell, President

Redacted by U.S. Treasury  


Mike Parker, Secretary-Treasurer

7-29-13

AGREEMENT BETWEEN

MC<sup>2</sup>  
CREATIVE MANAGEMENT SERVICES LLC

AND

MISCELLANEOUS DRIVERS, HELPERS, HEALTH CARE  
AND PUBLIC EMPLOYEES LOCAL UNION NO. 610

APRIL 1, 2012

TO

MARCH 31, 2015

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CONTRACT  
DEPARTMENT

AGREEMENT

This Agreement, effective April 1, 2012, by and between MC<sup>2</sup> Management Services, Inc., or its successors, hereinafter called the "Company" party of the first part, and Miscellaneous Drivers, Helpers, Health Care and Public Employees Local 610, affiliated with the International Brotherhood of Teamsters, 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 1  
RECOGNITION AND JURISDICTION**

A. Recognition: The Company agrees to recognize, and does hereby recognize, the Union, its agents, representatives or successors as the exclusive bargaining agency for all truck drivers, warehousemen, and helpers, employed by the Company at its St. Louis Metropolitan Location, including when employed outside the St. Louis Metropolitan Location. The Company agrees this will not be used as a subterfuge to circumvent the recognition of Teamsters Local 610.

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.

The Company agrees that it will not interfere with, restrain, coerce or discriminate against any of its employees in connection with their membership in the Union.

B. Jurisdiction

Section 1. Employees shall perform the following assignments:

All warehousing, crating and uncrating and/or packing and unpacking, deliveries and pickups, excluding however, that work for which the Awning, Tent Workers and Decorators Local Union #39 of St. Louis and the Carpenters District Council of Greater St. Louis are recognized in collective bargaining agreements.

Section 2. The Company will not direct or require persons outside the bargaining unit here involved to perform work which is recognized as the work of the employee in said bargaining unit.

Section 5. Contributions to the Health and Welfare 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 weeks where work is performed for the Company but not under the provisions of this contract, and although contributions may be made for those weeks into some other Health and Welfare Fund.

Section 6. 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 Article.

Section 7. The Company understands the importance of timely payment of the monies required and outlined in Section 1. (Timely payment means by the 10th of the month following the month the contribution was due.) If the Company fails to make timely payments, the Company shall be required to:

- A) Pay the interest rates assessed relative to the delinquency;
- B) Be liable for any inequity an employee accrues because of such delinquency;
- C) Pay all legal expenses accrued by Central States or Teamsters Local 610 relative to enforcement for collection of the contributions required herein.

**ARTICLE 17**  
**PENSIONS**

Section 1. The Company shall contribute to a pension fund, referred to in Sections 2 to 5 of this Article 17, the weekly sum specified in the following schedule for each Employee covered by this Agreement who has been on the payroll sixty (60) days or more.

Effective 4-1-12, the Company agrees to pay the rates necessary to provide for the Class 18 pension program.

	<u>1st year</u> (Pr Wk.)	<u>2nd year</u> (Pr. Wk.)	<u>3rd year</u> (Pr. Wk.)
3-yr. contract	\$259.00	\$269.40	\$280.20



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 and Southeast Areas contracts to which Companies who are party to this Contract are also parties.

Section 3. By execution of this Agreement, the Company authorizes the Company's Association which are parties hereto to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Company 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 an employee is injured on the job, the Company 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 Company 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 week on each regular employee even though such employee may work only part-time under the provisions of this contract, including weeks where work is performed for the Company but not under the provisions of this Contract, and although contributions may be made to the Pension Fund.

Section 6. Employees who work part-time, temporarily, or in cases of emergency, under the terms of this contract, shall not be covered by the provisions of this Article.

Section 7. The Company understands the importance of timely payment of the monies required and outlined in Section 1. (Timely payments means by the 10th of the month following the month the contribution was due.) If the Company fails to make timely payments, the Company shall be required to:

- A) Pay the interest rates assessed relative to the delinquency;
- B) Be liable for any inequity an employee accrues because of such delinquency;

**AGREEMENT**  
effective  
June 1, 2012 through  
May 31, 2015  
between  
**BETTER MADE**  
**SNACK FOODS, INC.**  
and  
**TEAMSTERS LOCAL 337**

**RECEIVED**

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**CONTRACT  
DEPARTMENT**

The International Brotherhood of Teamsters

## INTRODUCTION

THIS AGREEMENT, made and entered into as of the 1<sup>st</sup> day of June 2012, between BETTER MADE SNACK FOODS, INC., located at 10148 Gratiot Avenue, Detroit Michigan, party of the first part and hereinafter termed the Employer, and Local Union 337, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 2801 Trumbull Avenue, Detroit, Michigan party of the second part and hereinafter called the Union.

WHEREAS: both parties are desirous of preventing strikes and lockouts and other cessation, of work and employment; and of maintaining a uniform wage scale, working conditions, and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful, industrial, and economic relations between the parties.....

WITNESSETH:

## ARTICLE I

### RECOGNITION, UNION SHOP AND DUES

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 and listed in Schedule A.

Section 2. All present employees who are members of the Local Union on the effective date of this sub section shall remain members of the Local Union in good standing as a condition of continued employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall on and after the 31<sup>st</sup> day following the beginning of their employment or on and after the 31<sup>st</sup> day following the effective date of this Section, whichever is the later, become and remain members in good standing of the Local union as a condition of employment.

employees who choose not to work, decline work, or take vacation, or otherwise cause or choose to not work during any of the five days will not receive the benefit of this section. Likewise, in the event of an Act of God, employees will not receive the benefit of this section. This does not apply to a regular layoff that occurs pursuant this agreement.

### PENSION

The Employer agrees to pay into the Central States, Southeast and Southwest Area Pension Fund for all employees covered by the collective bargaining agreement who are on the regular seniority list, unless otherwise specified in Schedule "A" and "B" attached, a contribution of:

Plant/Warehouse:

\$133.80 per week Effective June 1, 2012

\$141.80 per week Effective June 1, 2013

\$150.30 per week Effective June 1, 2014

Semi Drivers:

\$170.40 per week Effective June 1, 2012

\$180.60 per week Effective June 1, 2013

\$191.40 per week Effective June 1, 2014

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 LaSalle National Bank, P.O. Box 1431, Chicago, Illinois, 60690; Account No. 7000.

Contributions to the 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 and weeks where work is performed for the Employer but not under

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 Article.

If an employee is absent because of illness or off-the job injury and notifies Employer of such absence, the Employer shall continue to make the required contributions to the Pension Fund, for a period of one (1) 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 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 contribution into the Pension Fund during the period of absence.

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 Pension Fund, in accordance with the rules and regulations of the Trustees of such Fund and after the proper official of the Local Union shall have given 72 hours' notice 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 in the event such action is taken, the Employer shall be responsible to the employees for losses resulting there from.

It is agreed that the Pension Fund will be separately administered by the Union in compliance with all applicable laws and regulations, both State and Federal.

# AGREEMENT

effective

Execution of the Agreement through  
October 1, 2014

between

**BETTER MADE  
SNACK FOODS INC.**

Driver/Salesman

and

TEAMSTERS LOCAL 337



The International Brotherhood of Teamsters

**AGREEMENT  
DRIVER-SALESMAN**

THIS AGREEMENT, made and entered into as of \_\_\_\_\_, 2012 between Better Made Snack Foods, INC., located at 10148 S. Gratiot Avenue, Detroit, Michigan, party of the first part and hereinafter named the Employer, and Local Union 337, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 2801 Trumbull Avenue, Detroit, Michigan, party of the second part and hereinafter called the Union.

WHEREAS: both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions, and hours of employees of the Employer; and of facilitating a peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees: and of promoting and improving peaceful, industrial, and economic relations between the parties.

WITNESSETH:

**ARTICLE I  
RECOGNITION, UNION SHOP AND DUES**

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of the classification, driver-salesman.

Section 2. All present employees who are members of the Local Union on the effective date of this Section shall remain members of the Local Union in good standing as a condition of continued employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall on and after the 31<sup>st</sup> day following the beginning of their employment or on and after the 31<sup>st</sup> day following the effective date of this Section, whichever is the later, become and remain members in good standing of the Local Union as a condition of employment.

Section 3. (a) The Employer agrees to deduct from the pay of each employee, all dues and/or initiation fees of Local No. 337 and pay such amount deducted to said Local No. 337 for each and every employee, provided however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Local Union as aforesaid.

The Employer agrees to deduct from the paycheck of all employees, who submit authorization cards and are covered by this agreement, voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the employer of the amount designated by each contributing employee that the amount is to be deducted from his/her paycheck on a

8. All payments for health insurance as set above shall be made on a timely basis.

Pension Fund

The Employer agrees to pay into the Central States, Southeast and Southwest Area Pension Fund for each driver salesman covered by the Collective Bargaining Agreement who is on the regular seniority list, unless otherwise specified in Schedule "A" attached, a contribution of:

\$ 186.20 per week, from the execution of the agreement through March 31, 2012;

\$ 199.50 per week, from April 1, 2012 through March 31, 2013;

\$ 203.30 per week, from April 1, 2013 through March 31, 2014;

\$ 211.40 per week, from April 1, 2014 and thereafter.

All payments required to be paid by the Employer 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 Central States Funds, Department 10291, Palatine, IL 60055-0291.

Contributions to the Health and Welfare Fund and to the 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 and weeks where work is performed for the Employer but not under provisions of this contract, and although contributions may be made for those weeks into some other Health and Welfare Fund and/or 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 the Article.

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 Health and Welfare Fund 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 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 and Pension Fund during the period of absence.



Notwithstanding herein contained, it is agreed that in the event that any Employer is delinquent at the end of a monthly period in the payment of his contribution to the Health and Welfare and/or Pension Funds, 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 in the event such action is taken, the Employer shall be responsible to the Employees for losses resulting there from.

It is agreed that the Welfare Fund and the Pension Fund will be separately administered each jointly by Employers and Union in compliance with all applicable laws and regulations, both State and Federal.

**ARTICLE XVI**  
**PAY PERIOD**

All regular employees covered by this Agreement shall be paid in full each week. All other employees shall be paid at the end of their working periods. Not more than fourteen (14) days shall be held from a regular employee.

The Union and the Employer may by mutual agreement provide for semi-monthly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose, upon request of individual employees or Union Representatives.

**ARTICLE XII**  
**LOSS OR DAMAGE**

Employees shall not be charged for loss or damage unless clear proof of negligence is shown.

**ARTICLE XIII**  
**UNIFORMS**

The Employer agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished and maintained by the employer, free of charge, at the standard required by the Employer. No employee shall be required to wear a uniform that does not bear the Union label.

**ARTICLE XIX**  
**EQUIPMENT, ACCIDENTS AND REPORTS**

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**Between**

**Teamsters Local No. 449**

**And**

**Crossett Inc., Tonawanda, NY Terminal**

**Effective: February 8, 2012**

**Expires: February 8, 2018**

APR 2 2012

APR 2 4 2012  
CLERK  
DEPARTMENT

## **Agreement**

This agreement made and entered into by and between Crossett Inc., hereinafter referred to as "Employer", party of the first part located at 155 Woodward Ave, Tonawanda, NY 14150, and Teamsters Local No. 449, 2175 William Street, Buffalo, NY and vicinity, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as "Union", party of the second part. Whenever any words are used in this agreement in the masculine gender they shall be construed as though they were also used in the feminine gender.

Whereas, the parties hereto are desirous of entering upon the agreement as to wages and conditions of employment. Now, therefore, the Employer and the Union, acting by and through their duly authorized agents, hereby agree as follows;

## **Purpose**

The business purpose of this agreement is to sustain and further the mutual interests of the Employees and management by effectively and efficiently adding value to the services provided by the Employer. This is accomplished by providing Service Second to None at costs low enough to permit the Employer to maintain a competitive position while sustaining the sale of its services. The Parties agree this can only be achieved through the good will and cooperation of the Employees and the Employer and by having a safe and credible workplace that is cost effective to the alternative and responsive to changing customer needs and the competitive environment. It is in the best interests of the Union and the Employees to protect and advance the business of the Employer since the assurance of job security is directly dependent on the successful operation of the Employer. Therefore, the Parties agree that everything possible will be done, individually and collectively, to create and sustain a reputation of excellence for the Employer among its customers and the general public. To accomplish this, modifications to this Agreement will be made as needed, by mutual agreement and on an ongoing basis.

## **ARTICLE I Recognition & Check Off**

A. The Employer recognizes the Union as the exclusive bargaining agent for all Employees covered by this agreement, consisting of all company full time transport drivers, driving company tractor trailers, engaged in hauling revenue producing loads, located at the Crossett terminal 155 W. Woodward Ave, Tonawanda, NY 14150, pertaining to working conditions, hours of work, wages, etc., but not including trainees as stated herein. The Employer agrees, upon receipt of individually signed authorization cards, to deduct the dues and assessments from the wages of each Employee. The Employer will then remit such monies to Teamsters Local No. 449, 2175 William Street, NY affiliated with the International Brotherhood of Teamsters, after being properly billed, on or before the first day of the month immediately next succeeding. Such remittance shall be accompanied with an itemized statement showing the names of each Employee and the amount checked off for dues and assessments.

B. All Employees who are members of the Union on the effective date of this agreement shall remain members of the Union in good standing as a condition of continued employment. All Employees who are not members of the Union and all persons who hereafter become Employees shall become members in good standing of the Union on the thirty first day following the effective date of this agreement or on the thirty first day following the commencement of their employment, whichever is later, and shall continue their membership in good standing as a condition of continued employment.

C. Within seven (7) days of receipt of the notice from the Union, the Employer shall discharge any Employee who fails to become, or is not, a member of the Union on the prescribed day, provided that membership was available under the same terms and conditions generally applicable to other members.

### **ARTICLE III HEALTH & WELFARE**

1. Benefits will be provided through the NYS Teamsters Employers Welfare Fund and will be governed by the same. Upon mutual agreement the provider of Health and Welfare benefits may be changed providing the overall benefits and network coverage are equal to or greater than the NYS Teamster H&W Select level plan that was in effect as of February 2012.
2. Employees eligible and receiving health benefits shall pay a weekly Employee contribution of current premiums as indicated in Schedule A, based on enrollment status, deducted weekly on a pre-tax basis. Note: Health & Welfare co-pay made by the Employee will be converted to pre tax dollars under section 125 of the Internal Revenue Service Law.

### **ARTICLE IV PENSION**

1. For any and all eligible employees covered by this agreement hired before February 27, 2012, the Employer agrees to contribute to the "Central States, Southeast and Southwest Areas Health, Welfare and Pension Funds" on or before the tenth day of the month following the month in which said monies were accrued.
2. Basis for participation in this fund will be governed by the conditions listed in the fund participation agreement and set forth in the attached stipulation in effect during the term of this agreement, which the Employer agrees to sign.
3. Negotiated contributions are set forth in Schedule "A" of this agreement, and must be paid by Employer during employee's vacation. If an employee is on disability or workmen's compensation the pension contribution will be paid for a period of 4 weeks during their absence.
4. Any employee may choose to contribute to the 401K plan also; those contributions will be made based upon the rules of the 401K plan and will be directed by the employee.

### **ARTICLE V GENERAL PROVISIONS**

1. If uniforms are required the Employer, the Employee shall report to work in uniform. The Employer has the right to establish and maintain reasonable standards for wearing apparel and personal grooming.
2. It is agreed & understood that all work must be covered regardless of provisions in this agreement. Daily dispatch will be handled in seniority order (top to bottom) with the understanding that the lower man on daily active board may not refuse dispatch.
3. The Employer shall not discharge nor suspend any Employee without just cause. In all cases involving the discharge or suspension of an Employee, the Employer will notify the Employee, as soon as practical, in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the shop steward, and a copy mailed to the Local Union Office, within five (5) working days from the time of the discharge or suspension. The Union agrees with the Employer that it will not tolerate the following infractions which are subject to termination without previous notification:
  - a. A serious chargeable accident after full investigation.
  - b. Failure to report personal injury or incident immediately as per instructions, policies and procedures.
  - c. Reporting to work under the influence of drugs or alcohol or drinking of alcoholic beverage or use of drugs while on duty or on company property.

**Crossett Inc.**  
**Tonawanda Terminal- Local 449**  
**Attachment to agreement.**

**Schedule "A"**

**1. Hourly rates of pay Article II.**

Subject to Articles within the contract.

Effective date	Increase	Full Rate
2/8/12	\$0.60	\$18.18
2/27/13	\$.040	\$18.58
2/25/14	\$0.45	\$19.03
2/24/15	To Be Determined as NY H&W	
2/23/16	Sets Rates for These Years	
2/22/17	Total Increase to employer, see below	

Years 2015, 2016 and 2017 Health and Welfare increases unknown

	Employer Cost	-	Pension/Hr Inc	=	Avail for H/W &Wage	-	H&W Cost	=	Wage Amount Which Determines Increase
2015	\$ 29.21		\$ 0.17		\$ 29.04				
2016	\$ 30.34		\$ 0.18		\$ 30.16				
2017	\$ 31.31		\$ 0.20		\$ 31.11				

**2. Health and Welfare Plan Contribution Article III.**

The following schedule is based upon the employee's enrollment status with the plan and is subject to change as the plan premiums change.

Date	Employee Contribution	Employer Pays
2/27/12	10%	90%
2/27/13	10%	90%
2/25/14	10%	90%
2/24/15	10%	90%
2/23/16	10%	90%
2/22/17	20%	80%

**3. Pension Contribution Article IV**

Contributions are governed by the mandatory schedule imposed by the Central States Pension Fund.

Effective date	Amount per week
12/4/11	\$81.70
12/4/12	\$88.20
12/4/13	\$95.30
12/4/14	\$102.90
12/4/15	\$111.10
12/4/16	\$120.00

# **PRODUCTION AGREEMENT**

## **LOCAL SUPPLEMENT**

**EFFECTIVE SEPTEMBER 11, 2011  
THROUGH SEPTEMBER 13, 2014**

**RECEIVED**

**NOV 19 2012**

**CONTRACT  
DEPARTMENT**

## ARTICLE 31 PENSIONS

### Section 31.1 – Coverage

All employees covered by this Agreement who have been employed for thirty (30) days or more, except as provided in Section 31.3 will be covered by the Central States, Southeast and Southwest Areas Pension Fund. Each such employee shall be ineligible to participate in, or receive, any benefits under the Kroger Employees Retirement Income Plan.

All employees working in grocery warehouse classifications will participate in the Central States Grocery Warehouse Plan as provided in Section 31.4.

### Section 31.2 – Contributions

The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the following amounts per location:

<b>Memphis, Houston, Michigan - Weekly</b>			
Current	12/11	12/12	12/13
\$186.09	\$195.40	\$203.20	\$211.30
<b>Dillons - Weekly</b>			
Current	03/12	03/13	03/14
\$186.09	\$195.40	\$203.20	\$211.30
<b>Crossroads - Weekly</b>			
Current	12/11	12/12	12/13
\$154.36	\$162.10	\$168.60	\$175.30

### Section 31.3 – Trust Agreement

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. The Union and the Employer agree to be bound by and hereby assent to all of the terms of the Trust Agreement creating said Central States, Southeast and Southwest Areas Pension Fund, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement, and rules adopted. Their signatures to this collective bargaining agreement shall be deemed sufficient to signify their assent to and willingness to be bound by the terms of said Trust Agreement as fully as though they and each of them had indicated their assent of and executed said Trust Agreement.

# **PRODUCTION AGREEMENT**

## **LOCAL SUPPLEMENT**

**EFFECTIVE SEPTEMBER 11, 2011  
THROUGH SEPTEMBER 13, 2014**

**RECEIVED**

**NOV 19 2012**

**CONTRACT  
DEPARTMENT**



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Current	03/12	03/13	03/14
\$186.09	\$195.40	\$203.20	\$211.30
<b>Crossroads - Weekly</b>			
Current	12/11	12/12	12/13
\$154.36	\$162.10	\$168.60	\$175.30

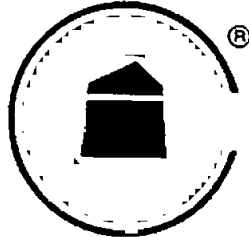
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AGREEMENT

BETWEEN

CROWLEY LINER SERVICES, INC.



AND

SOUTHERN REGION

OF THE

INTERNATIONAL BROTHERHOOD OF TEAMSTERS



ON BEHALF OF

LOCAL UNIONS

512

769

MARCH 1, 2014 THROUGH FEBRUARY 28, 2019

**RECEIVED**

JUL 24 2014

CONTRACT  
DEPARTMENT

## AGREEMENT

THIS AGREEMENT, is entered into this 1st day of March 2014 by and between CROWLEY LINER SERVICES, INC. (hereinafter the "Company") with offices and operations presently at Jacksonville and Port Everglades, Florida, and the SOUTHERN REGION of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter called the "Union") for itself and on behalf of its various affiliated locals, including the affiliated locals signatory hereto:

### WITNESETH:

It is the intent and desire of the Parties to this Agreement, to work together harmoniously and to promote and maintain efficient and cordial relations between the Company and the Union, which will serve the best interest of all concerned.

NOW, THEREFORE, in consideration of the premises, covenant, terms and conditions herein contained, IT IS AGREED:

### ARTICLE 1 RECOGNITION

Section 1 - The Company recognizes the Union as the exclusive bargaining agent for all truck drivers, lashing crew, freight loaders, mechanics, and plant clerical employees at the above-referenced locations, but excluding all offices clerical employees, marine personnel, masters, mates, engineers and crew, guards and supervisors, as defined in the Labor Management Relations Act. Furthermore, if the Company constructs or acquires an additional terminal facility within the geographic area of the Southern Area for the purpose of performing work or duty which heretofore has been considered within the jurisdiction of the Union, then this Agreement will apply at the new terminal location.

Section 2 - When the employer needs additional regular full time employees to supplement those available by recall from layoff and transfer it shall give the Union equal opportunity with all other sources to provide applicants, but the Company shall not be required to hire those referred by the Union.

### ARTICLE 2 FUNCTIONS OF MANAGEMENT

Section 1 - The Management of the business, and the direction of its operations and personnel, including the right to hire, discharge, promote, demote, transfer and discipline for proper cause, the right to layoff because of lack of work or other just causes, are

**Section 6** - The parties agreed that for each regular full time employee, the Company shall contribute to the Union's Central States, Southeast and Southwest Areas Health and Welfare Fund as set forth below:

- 3-1-2014: \$337.40 per week
- 3-1-2015: Not to exceed \$357.00 per week as defined by the Central States Health & Welfare Trust plan.
- 3-1-2016: Not to exceed \$386.10 per week as defined by the Central States Health & Welfare Trust plan.
- 3-1-2017: As determined by Central States Health Trust to maintain current benefits.
- 3-1-2018: As determined by Central States Health Trust to maintain current benefits.

**ARTICLE 16**  
**PENSION**

**Section 1** - 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 Central States Area Agreements to which Companies who are party to this Agreement are also parties. By the execution of this Agreement, the Company authorizes the Employer's 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 hereof 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 Company of such absence, the Company shall continue to pay the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Company shall continue to pay the required contribution until such employee returns to work; however, such contribution shall not be paid for a period of more than twelve (12) months.

**Section 3** - If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contribution into the Pension Fund during the period of absence.

**Section 4** - Contributions to the Pension Fund must be made for each week on each regular full-time employee covered under this Agreement even though such employee may work only one or more days per week while on layoff status.

**Section 5** - Action for delinquent Health and Welfare and Pension contributions may be

instituted by the local Union, the Area Conference or the Trustees. Companies who are delinquent must also pay all attorney's fees and costs of collection.

Section 6 - The Company agrees that it will contribute for each regular employee to the Union's Central States, Southeast and Southwest Area Pension Fund the weekly rate in accordance with the Pension Trust Rehabilitation Plan as set forth below:

3-1-2014:	\$280.20 per week
3-1-2015:	\$291.40 per week
3-1-2016:	\$303.10 per week
3-1-2017:	\$315.20 per week
3-1-2018:	\$327.80 per week

### ARTICLE 17 LIMITATION OF SUBCONTRACTING

Section 1 - It is agreed that nothing in this Agreement will limit the Company in its right to subcontract all or part of the work presently being subcontracted. This will include trailer maintenance, tire repairs, barge maintenance, tug servicing and repairs, tank trailer maintenance and major reefer repairs. The Company does agree that no work or services of the kind, nature or type covered by, presently performed, or thereafter assigned to the Collective Bargaining Unit will be subcontracted in whole or in part to any other plant, person or non-unit employees, unless otherwise provided in this Agreement especially as noted in Sections 1 and 2 of this Article.

Section 2 - No casual employee will be employed while a regular full-time employee is on layoff and no work will be subcontracted if it results in reducing the work force of the regular employee.

Section 3 - If at any time the Union believes a violation of this Article exists, the matter will be resolved by the Joint Southern Committee

### ARTICLE 18 PROBATIONARY EMPLOYEES

Section 1 - A probationary employee, being considered for regular employment, shall work under the provisions of this Agreement, but shall be employed only on a forty-five (45) calendar day trial basis, during which period he may be discharged without further recourse, provided, however, that the employer may not discharge or discipline for the purpose of evading this Agreement or discriminate against Union members. The probationary period may be extended by thirty (30) days if mutually agreed to by the parties.

Letter of Understanding and Agreement

Between

International Brotherhood of Teamsters Locals 512 and 769

And

Crowley Liner Services, Inc.

Account Nos.: 1941900-0100/0208/0305/0402/0410; 0254500-0108/0205/0302

*This letter is a reproduction of a letter originally dated on March 1, 2001, and has been rewritten on April 3, 2014.*

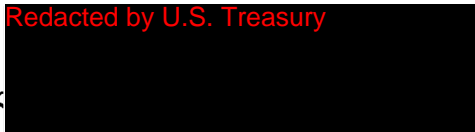
Contributions will be remitted to the Central States Pension Fund on behalf of all regular employees performing work covered by the collective bargaining agreements after they have been on the Employer's payroll for 30 calendar days as outlined in Article 16.

The parties agree that in the event that an individual employed on a casual basis works 1,000 hours or more in any 12 month period, contributions will be remitted to the Central States Pension Fund on behalf of casual employees for hours worked after having worked 1,000 hours in a 12 month period. Contributions to the Central States Pension Fund will be paid as follows for Casual employees:

Effective on the first Monday following ratification:	\$57.30 per day worked
Effective 3/1/15:	\$59.60 per day worked
Effective 3/1/16:	\$62.00 per day worked
Effective 3/1/17:	\$64.50 per day worked
Effective 3/1/18:	\$67.10 per day worked

By    
 Jim Sharning  
 I.B.T. Local 512

By    
 *7/10/14*

By    
 Lee Egland, Director  
 Labor Relations *7/2/14*

**RECEIVED**

JUL 24 2014

CONTRACT DEPARTMENT

TRANSLATION

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**CROWLEY LINER SERVICES PUERTO RICO, INC.**

**and the**

**TEAMSTERS UNION OF PUERTO RICO, LOCAL 901**

**Affiliated to the**

**International Brotherhood of Teamsters, Chauffeurs,**

**Warehousemen & Helpers of America**

**\*\*\*\*\***

**March 27, 2012 - March 26, 2017**

**AMENDMENT TO STIPULATIONS**

Crowley Liner Services Puerto Rico, Inc. and Local 901 of the IBT agree as follows:

1. Paragraph 4 of the Stipulation to the 2006-2012 CBA and the Stipulation to the 2012-2017 CBA relating to casual employees shall be modified by eliminating the word "pension" in the second sentence and by adding the following sentences:

The only exception to the foregoing is that effective March 1, 2011, in the event that any casual employee works 1,000 hours or more in any 12-month period, pension contributions will be paid to the Central States, Southeast and Southwest Areas Pension Fund on the employee thereafter, for the remainder of that year and all subsequent years. Contributions shall be due on any casual employee that crosses the 1,000 hour in a 12-month period threshold beginning on the first day after the casual employee crosses the threshold at the daily contribution rate set forth below for each day the casual employee works or receives compensation:

<u>Rate Effective Date</u>	<u>Daily Contribution Rate</u>
3/27/11	\$50.50
3/27/12	\$53.00
3/27/13	\$55.10
3/27/14	\$57.30
3/27/15	\$59.60
3/27/16	\$62.00

This provision requiring contributions on a casual employee after 1,000 hours of work in any 12-month period also controls over any other conflicting provision of the 2006-2012 CBA or the 2012-2017 CBA.

2. The Parties have been advised that the Central States, Southeast and Southwest Areas Pension Fund contends that a Letter of Understanding and Agreement they signed on June 2, 2004 remains in effect. The Parties disagree



## COLLECTIVE BARGAINING AGREEMENT

Between **CROWLEY LINER SERVICES PUERTO RICO, INC.**, hereinafter referred to as "**THE COMPANY**" OR "**THE EMPLOYER**", and the **TEAMSTERS UNION OF PUERTO RICO, Local 901**, affiliated to the International Brotherhood of Teamsters Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as "**THE UNION**".

### **ARTICLE I**

#### **APPROPRIATE UNIT**

The parties agree that the appropriate unit for collective bargaining negotiation covered by the present contract and the Certification of the National Labor Relations Board in case 24-RC-5260 is:

##### **A. Inclusion:**

"Drivers, chauffeurs, and driver helpers, operating trucks, tractor, motorcycle, passenger, or horsedrawn vehicle or any vehicle operated on the highway, street or private road for transportation purposes; all office clerical employees, all employees used in dockwork, checking, stacking, loading, unloading, handling, shipping, receiving, assembling, and allied work."

##### **B. Exclusion:**

All other confidential employees, salespersons, guards, supervisors, as defined by the Law.

**ARTICLE XXXI**  
**HEALTH, WELFARE AND PENSION BENEFITS**

**Section 1 - Medical Plan**

The Company will contribute to Hoffa Medical Center the following monthly sums per regular employee starting on the following dates:

July 1, 2012:	-	\$1,000.00
July 1, 2013	-	\$1,000.00
July 1, 2014:	-	\$1,100.00

The parties agreed to meet to bargain the fourth and fifth year of the medical plan which sum will not be less than \$1,100.00 nor greater than \$1,300.00 monthly per regular employee.

**Section 2 - Pension Plan**

- A. Effective March 27, 2012, the Company will contribute to the Pension Plan the amount of \$259.00 per week during the year, which begins on March 27, 2012 and ends on March 26, 2013.
- B. Effective March 27, 2013, the Company will contribute to the Pension Plan the amount of \$269.40 per week during the year, which begins on March 27, 2013 and ends on March 26, 2014.
- C. Effective March 27, 2014, the Company will contribute to the Pension Plan the amount of \$280.20 per week during the year, which begins on March 27, 2014 and ends on March 26, 2015.
- D. Effective March 27, 2015, the Company will contribute to the Pension Plan the amount of \$291.40 per week during the year, which begins on March 27, 2015 and ends on March 26, 2016.
- E. Effective March 27, 2016, the Company will contribute to the Pension Plan the amount of \$303.10 per week during the year, which begins on March 27, 2016 and ends on March 26, 2017.

Provided that, by making the above mentioned contributions, the Company will be complying with its obligation to contribute for five (5) years to Plan No. 18 of Central States, Southeast and Southwest Areas.

**Section 3 - Employees Covered**

Both contributions will be made for each employee who has been on the payroll for more than thirty (30) days and as long as he/she maintains his/her status as a regular employee, including the time that the employee is enjoying vacations, sick leave, be it work related or not, or whatever other leave, with pay, as authorized by this Agreement

# Agreement

between

**Capitol Ready Mix**

and

**Teamsters Local  
Union No. 279**

Effective: June 24, 2013

Expires: June 24, 2016

**RECEIVED**

AUG 06 2013

CONTRACT  
DEPARTMENT

TEAMSTERS UNION LOCAL NO. 279, DECATUR, ILLINOIS AND  
CURRY READY MIX OF DECATUR, ILLINOIS

This Agreement made and entered into this 24th day of June 2013 by and between Capitol Ready Mix Inc., (formally Curry Ready Mix) Decatur, Illinois, party of the first part, and Teamsters Local Union No. 279, Decatur, Illinois, affiliated with the International Brotherhood of Teamsters, party of the second part.

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, truck drivers, warehousemen, yardmen, helpers and mechanics.

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.

Section 4. The Company agrees that it will not sponsor or promote, financially or otherwise, any 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.

ARTICLE II - UNION SECURITY

Section 1. All present employees who are members of the Local Union on the effective date of this subsection 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 working day following the beginning of their employment or on and after the 31st working day following the effective date of this subsection, whichever is later.

When the Employer needs additional men, he shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local Union. Nothing contained in this Section shall be construed so as to require the Employer to violate any applicable law.

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 health and welfare fund.

Contributions shall be made for any regular employee on layoff who is worked any part of one (1) day in any week for any reason. Action for delinquent contributions may be instituted by either the Local Union or the Trustees of the Trust, or both. Employers who are delinquent must also pay all attorney's fees and cost of collection.

#### ARTICLE XVI - PENSION

It is agreed that Employers now covering their employees with the Central States, Southeast and Southwest Areas Pension Plan will contribute at the rate of One Hundred Thirty Seven Dollars and Sixty Cents (\$137.60) per week beginning June 24, 2013 for each employee covered by this Agreement who has been on the payroll thirty (30) working days or more. Effective June 24, 2014 the weekly contribution shall be increased to One Hundred Forty Three Dollars and Ten Cents (\$143.10). Effective June 24, 2015 the weekly contribution shall be increased to One Hundred Forty Eight dollars and Eighty Cents (\$148.80).

Employers covering their employees with other than the above mentioned plan agree to maintain said plans. change and administration of such plans shall be the sole responsibility of such Employer and the Union shall not be held liable as to compliance with laws or overall legality of such plans or their effect.

#### ARTICLE XVII - SAFETY AND HEALTH

The company shall continue to make responsible provisions for the safety and health of its employees at the plant during the hours of employment. Protective devices on equipment necessary to properly protect employees from injury shall be provided by the Company.

#### ARTICLE XVIII - WORK ASSIGNMENTS

The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require 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.

#### ARTICLE XIX - 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 any 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 affected thereby.

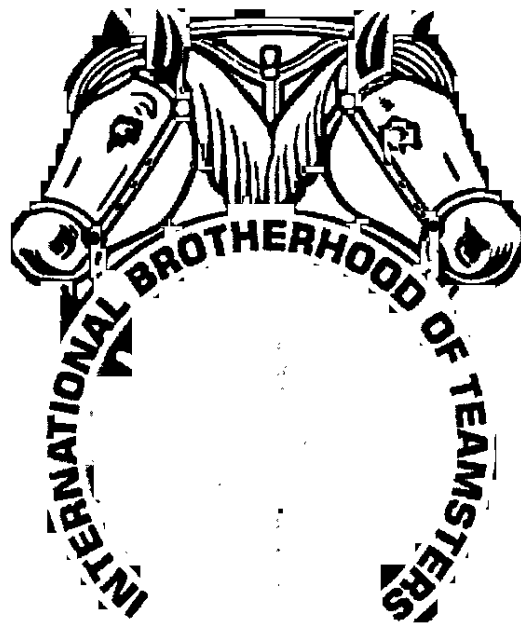
**AGREEMENT**

**between**

**TEAMSTERS LOCAL UNION NO. 727**

**and**

**CZARNOWSKI DISPLAY SERVICE, INC.**



**JUNE 1, 2012 – MAY 31, 2017**

**RECEIVED**

DEC 13 2012

C. CONTRACT  
DEPARTMENT

THIS AGREEMENT is made and entered into by and between Czarnowski Display Service, Inc., hereinafter referred to as the "Company", AUTO LIVERY CHAUFFEURS, EMBALMERS, FUNERAL DIRECTORS, APPRENTICES, AMBULANCE DRIVERS AND HELPERS, TAXICAB DRIVERS, MISCELLANEOUS GARAGE EMPLOYEES, CAR WASHERS, GREASERS, POLISHERS AND WASH RACK ATTENDANTS UNION, MOTION PICTURE, THEATRICAL, EXPOSITION, CONVENTION AND TRADE SHOW EMPLOYEES, PHARMACISTS, BUS DRIVERS, PARKING LOT ATTENDANTS, AND HIKERS, HOTEL INDUSTRY AND RACETRACK INDUSTRY EMPLOYEES CHICAGO AND VICINITY, ILLINOIS 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 Pages, Checkers, Time Keepers, Warehouse, Freight Handlers, Furniture Handlers, Crate and Skid Handlers, Power and Fork Lift Operators, Laborers, Loaders and Unloaders of Trucks, Chauffeurs, Crew Foremen and Supervisors employed by the Company in all Buildings, Studios, Hotels, Auditoriums, Arenas, Convention Halls, Stadiums, Amphitheaters, Fair Grounds, Baseball Parks, Race Tracks, Swimming Pools, Ice Skating Arenas, Amusement Parks, Carnivals and Warehouses, where Trade Show, Style Shows, Automobile Shows, Boat Shows, Conventions, Expositions and Exhibitors' 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 - UNION SECURITY

2.1 It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members, or pay fees in lieu thereof, and those who are not covered by this agreement on the effective date of this Agreement shall become and remain members in the Union, or pay fees in lieu thereof. It shall also be a condition of employment that all employees who become covered by this Agreement, on or after its effective date shall, on or after the thirtieth day following the employee becoming covered by this Agreement, become and remain members in the Union, or pay fees in lieu thereof.

2.2 When specifically authorized in writing by each employee, the Company will deduct, from the first paycheck of each month, dues and/or fees owing the Union and forward them to the Secretary-Treasurer of the Union, not later than ten (10) days after each monthly deduction. Such authorization, once given, shall be irrevocable for a period of not less than one (1) year or the term of this understanding, whichever occurs sooner.

2.3 Upon an employee becoming covered by this Agreement subject or upon the request of the Union, it shall be the responsibility of the Company to provide an Employee covered by this Agreement a completed Application and Authorization form provided by the Union and an Enrollment Card provided by the Teamsters Local Union No. 727 Benefit Funds. The Company

hourly amount over and above those required in Sections 19.1(b), and 19.2(b) to the Health and Welfare and Legal and Educational Assistance Funds on behalf of part time employees.

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

19.5 It is also agreed that in the event the Employer is delinquent at the end of a month in the payment of its contributions to the Health and Welfare or Legal and Educational Assistance Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, the employees or their representatives 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 employee for losses resulting therefrom.

19.6 Should the Trustees of the Health and Welfare, Pension or Legal and Educational Assistance Funds audit the records of the Employer, such audit shall not exceed Five (5) years from the date of notice of audit.

#### ARTICLE 20 - PENSION

20.1 The Company agrees during the term of this Agreement to contribute to the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") and to be bound by the applicable Trust documents and the Rules and Regulations of the Pension Fund, all on behalf of each regular employee covered by the plan. It is understood that the full contribution is due for any week in which an employee receives any compensation (i.e. wages, holiday pay, vacation pay, etc.)

Effective 6/1/2012	\$133.90
Effective 6/1/2013	\$139.30
Effective 6/1/2014	\$144.90
Effective 6/1/2015	\$150.70
Effective 6/1/2016	\$156.70

20.2 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

20.3 Resolution mechanism in the event of a need to fund additional pension payments not scheduled in the 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 payment 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 a final determination by the Pension Benefit and Guaranty Corporation
- (d) An agreement between the pension fund and the Company or group of other employers.

In the event of such circumstances, the Company and Union shall promptly meet to attempt to mutually decide upon a solution to fund such Additional Payment.

#### ARTICLE 21 - WAGES

21.1 All Employees covered by this Agreement shall receive wage increases over and above their present hourly wage rate equaling 4% per year for the term of the contract as follows:

Effective June 1, 2012 .....	\$0.98 per hour
Effective June 1, 2013 .....	\$1.02 per hour
Effective June 1, 2014 .....	\$1.06 per hour
Effective June 1, 2015 .....	\$1.11 per hour
Effective June 1, 2016 .....	\$1.15 per hour

21.2 Employees shall be paid not less than the hourly wage rate as follows:

Effective June 1, 2012 .....	\$25.52 per hour
Effective June 1, 2013 .....	\$26.54 per hour
Effective June 1, 2014 .....	\$27.60 per hour
Effective June 1, 2015 .....	\$28.70 per hour
Effective June 1, 2016 .....	\$29.85 per hour

#### ARTICLE 22 - NON-DISCRIMINATION

22.1 It is the policy of both the Company and the Union to comply with all Federal and State Equal Employment Opportunity Laws and not to discriminate against any Employee because of disability, sexual orientation, race, sex, color, religion, national origin, age, membership or nonmembership in the Union, or any protected category.

#### ARTICLE 23 -EMERGENCY REOPENER

23.1 In the event of a war, a wage freeze, or a national emergency, either party, the Company or the Union, has the right to reopen this Agreement immediately upon written notice to the other.

COLLECTIVE BARGAINING AGREEMENT

Between

CASTLE METALS

D.C. TRANSPORTATION SERVICES, INC.

at

BEDFORD HEIGHTS, OHIO

and

TEAMSTERS LOCAL UNION NO. 407

Affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Duration:

04/01/2014 through 03/31/2017

**RECEIVED**

MAY 28 2014

**CONTRACT  
DEPARTMENT**

## AGREEMENT

THIS AGREEMENT entered into the 1st day of April, 2014 through March 31, 2017, by and between AM Castle Metals, Inc., DC Transportation Services, Inc., hereinafter referred to as "Employer," for their employees assigned at Castle Metals in Bedford Heights, Ohio, and Teamsters Union Local No. 407, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

### OBLIGATION

In consideration of the mutual benefits derived from recognition, one of the other, and in consideration of the promises and agreements made one to the other, as hereinafter set forth, the parties hereby agree as follows:

### ARTICLE 1 -- COVERAGE

The Employer recognizes the Union as the exclusive bargaining agent with respect to the rates of pay, hours of work, and other terms and conditions of employment specified in this Agreement for the employees presently working in the classification of which wage rates are herein established.

### ARTICLE 2 -- SHOP CONDITIONS

Any and all employees covered by this Agreement and within the classification of work as herein provided, shall become and remain members of the Union "in good standing," as defined by law as a condition of continued employment during the life of this Agreement; and that application for membership in the Union shall thereupon be made by all employees covered hereunder on and after the 31st calendar day after the date of this Agreement or after the original date of their employment.

### ARTICLE 3 -- DUES CHECK-OFF

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 Union, and credit union deductions, by mutual agreement and agrees to remit to said Union all such deductions prior to the end of the month for which the deductions are made.

ARTICLE 35 -- PENSION

Effective April 1, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of sixty one dollars and thirty cents (\$61.70) per day, to a maximum of three hundred eight dollars and fifty cents (\$308.50) per week, for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective April 1, 2015, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of sixty four dollars and twenty cents (\$64.20) per day, to a maximum of three hundred twenty one dollars and zero cents (\$321.00) per week, for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective April 1, 2016, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of sixty six dollars and eighty cents (\$66.80) per day, to a maximum of three hundred thirty four dollars and zero cents (\$334.00) per week, for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more.

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.

By execution of this Agreement, the Employer authorizes the appropriate Employers' Associations 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 full weekly contributions for a period of four (4) weeks. Beginning with the first (1st) week after contributions for active employment ceases. If an employee is injured on the job, the Employer shall continue to pay the required full weekly contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months per injury.

If an employee is granted a leave of absence, the employee shall make suitable arrangements to pay the required contributions into the Pension Fund during the period of absence.

Effective April 1, 2014 contributions will be remitted to the Central States Health Welfare and Pension Funds on behalf of each employee who has been on the employer's payroll for thirty (30) calendar days regardless of probationary or seniority status.

ARTICLE 36 -- SUBSTANCE ABUSE

The D C Transportation Services, Inc. Substance Abuse Policy applies to all employees considering to be in "safety critical" positions. "Safety critical" positions are generally defined as, but not limited to: operators of motorized equipment (trucks, autos, forklifts, etc.) and persons maintaining motorized