

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

ITEM NO. 37

SECTION IV

FILE 2 of 5

Employer Name

D & H Trucking Company Inc
D H L Express (USA) Inc
D H L Express (USA) Inc
D H L Express (USA) Inc
D H L Express (USA) Inc
D K Contractors Inc
Chrysler Group LLC
Dairy Farmers of America
Dairy Farmers of America
Dairy Farmers of America
Dairy Farmers of America
Darling International Inc
Darling International Inc
Darling International Inc
Darling International Inc
Darling International Inc
Darling International Inc
W N Daul Transfer Lines Inc
Willis Day Storage Company
Willis Day Storage Company
Dean Foods Company
Dean Foods Company
Dean Foods of Wisconsin LLC
Dean Foods of Wisconsin LLC
Dean Foods of Wisconsin LLC
Dean Foods of Wisconsin LLC
Dean Foods of Wisconsin LLC
Dean Milk Company Inc
Dean Transportation Inc
De De Beverage Inc
Louis Del Prince & Sons Inc
Delta Gases Inc
Delta Sanitation Inc
Detroit Produce Terminal
Detroit Produce Terminal
De Witt Products Company
The Dial Corporation
D W Dickey & Son Inc
D W Dickey & Son Inc
Dillman & Upton Inc
Dillon Companies Inc
C C Dillon Company
Distributors Terminal Corporation
Doan Companies
Doan Companies
Dobson Industrial Inc
Dobson Industrial Inc
Dockside Development Corporation
Drilling Service Co
Duffek Sand & Gravel Inc
C J Duffey Paper Company
C J Duffey Paper Company
Duluth Ready Mix Inc
Dunigan Brothers Inc
Dworkin Inc
Dykstra Brothers Excavating Inc

Local Union

Teamsters Local Union No. 600
Teamsters Local Union No. 100
Teamsters Local Union No. 745
Teamsters Local Union No. 745
Teamsters Local Union No. 769
Teamsters Local Union No. 200
Teamsters Local Union No. 618
Teamsters Local Union No. 245
Teamsters Local Union No. 245
Teamsters Local Union No. 364
Teamsters Local Union No. 471
Teamsters Local Union No. 299
Teamsters Local Union No. 406
Teamsters Local Union No. 407
Teamsters Local Union No. 627
Teamsters Local Union No. 135
Teamsters Local Union No. 371
Teamsters Local Union No. 662
Teamsters Local Union No. 20
Teamsters Local Union No. 20
Teamsters Local Union No. 754
Teamsters Local Union No. 26
Teamsters Local Union No. 120
Teamsters Local Union No. 120
Teamsters Local Union No. 638
Teamsters Local Union No. 471
Teamsters Local Union No. 662
Teamsters Local Union No. 783
Teamsters Local Union No. 554
Teamsters Local Union No. 554
Teamsters Local Union No. 449
Teamsters Local Union No. 682
Teamsters Local Union No. 406
Teamsters Local Union No. 337
Teamsters Local Union No. 337
Teamsters Local Union No. 247
Teamsters Local Union No. 618
Teamsters Local Union No. 92
Teamsters Local Union No. 92
Teamsters Local Union No. 247
Teamsters Local Union No. 795
Teamsters Local Union No. 618
Teamsters Local Union No. 135
Teamsters Local Union No. 247
Teamsters Local Union No. 1038
Teamsters Local Union No. 406
Teamsters Local Union No. 406
Teamsters Local Union No. 731
Teamsters Local Union No. 682
Teamsters Local Union No. 662
Teamsters Local Union No. 638
Teamsters Local Union No. 346
Teamsters Local Union No. 346
Teamsters Local Union No. 1038
Teamsters Local Union No. 92
Teamsters Local Union No. 200

<u>Employer Name</u>	<u>Local Union</u>
Environmental Safety & Health Inc	Teamsters Local Union No. 519
Eagle Drayage& Warehouse Company	Teamsters Local Union No. 600
American President Lines Ltd	Teamsters Local Union No. 781
East Side Jersey Dairy Inc	Teamsters Local Union No. 120
Edgerton Trucking Inc	Teamsters Local Union No. 200
Edge Industries Inc	Teamsters Local Union No. 406
Associated Wholesale Grocers	Teamsters Local Union No. 245
Associated Wholesale Grocers	Teamsters Local Union No. 955
Ellsworth Cooperative Creamery	Teamsters Local Union No. 662
Employco USA	Teamsters Local Union No. 600
Equipment Transfer LLC	Teamsters Local Union No. 299
Erickson Transport Corporation	Teamsters Local Union No. 245
Erickson Transport Corporation	Teamsters Local Union No. 823
Erickson Trucking Service Inc	Teamsters Local Union No. 406
Erickson Trucking Service Inc	Teamsters Local Union No. 406
Esber Beverage Company	Teamsters Local Union No. 92
Evans Adhesive Corporation Ltd	Teamsters Local Union No. 284
Exterior Interior Specialists	Teamsters Local Union No. 50
Extendit Company Inc	Teamsters Local Union No. 377
John Fabick Tractor Company	Teamsters Local Union No. 618
Factory Steel & Metal Supply Company	Teamsters Local Union No. 247
Falk Paper Company	Teamsters Local Union No. 638
Famous Lubricants Inc	Teamsters Local Union No. 781
Famous Supply Company	Teamsters Local Union No. 697
Famous Supply Company	Teamsters Local Union No. 697
Famous Supply Company	Teamsters Local Union No. 92
Fargo Glass & Paint Company	Teamsters Local Union No. 120
Faygo Beverages Inc	Teamsters Local Union No. 337
Federal Logistics LLC	Teamsters Local Union No. 627
Federal Steel & Erection Company	Teamsters Local Union No. 525
Federal Warehouse Company	Teamsters Local Union No. 627
Federal Warehouse Company	Teamsters Local Union No. 627
Fendt Builders Supply Inc	Teamsters Local Union No. 247
Fendt Builders Supply Inc	Teamsters Local Union No. 614
Fenton Rigging & Contracting Inc	Teamsters Local Union No. 100
Ferguson Block Company	Teamsters Local Union No. 332
Ferguson Enterprises Inc	Teamsters Local Union No. 688
Ferguson Enterprises Inc	Teamsters Local Union No. 120
Ferguson Enterprises Inc	Teamsters Local Union No. 346
Ferguson Enterprises Inc	Teamsters Local Union No. 243
Ferguson Enterprises Inc	Teamsters Local Union No. 247
Ferguson Enterprises Inc	Teamsters Local Union No. 247
Ferguson Enterprises Inc	Teamsters Local Union No. 337
Ferguson Enterprises Inc	Teamsters Local Union No. 406
Ferguson Enterprises Inc	Teamsters Local Union No. 1038
Ferrellgas Inc	Teamsters Local Union No. 346
Ferrellgas Inc	Teamsters Local Union No. 469
Ferrous Processing & Trading Company	Teamsters Local Union No. 337
Ferrous Processing & Trading Company	Teamsters Local Union No. 614
Feutz Contractors Inc	Teamsters Local Union No. 135
N E Finch Co	Teamsters Local Union No. 627
J H Findorff & Son Inc	Teamsters Local Union No. 695
Frank Fischer Inc	Teamsters Local Union No. 682
Fisher Contracting Company	Teamsters Local Union No. 406
Fisher Sand & Gravel Company	Teamsters Local Union No. 406
Flexsteel Industries Inc	Teamsters Local Union No. 120
Georgetown Logistics Inc	Teamsters Local Union No. 332
Flint Rail Services LLC	Teamsters Local Union No. 332
Flint Welding Supply Company	Teamsters Local Union No. 332
Floyd's Rigging & Machinery Movers Inc	Teamsters Local Union No. 1038
Foremost Farms USA	Teamsters Local Union No. 662

<u>Employer Name</u>	<u>Local Union</u>
Foremost Farms USA	Teamsters Local Union No. 662
Foremost Farms USA	Teamsters Local Union No. 662
Foremost Farms USA	Teamsters Local Union No. 662
Foremost Farms USA	Teamsters Local Union No. 695
Foremost Farms USA	Teamsters Local Union No. 695
Forrer Business Interior Inc	Teamsters Local Union No. 200
Franklin Foods Company	Teamsters Local Union No. 346
Frantz Company Inc	Teamsters Local Union No. 200
Freeman Expositions Inc	Teamsters Local Union No. 727
Freeman Expositions Inc	Teamsters Local Union No. 600
Freeman Expositions Inc	Teamsters Local Union No. 745
Freeman Expositions Inc	Teamsters Local Union No. 988
Freeman Expositions Inc	Teamsters Local Union No. 299
Freeway Ford Truck Sales	Teamsters Local Union No. 781
Fresh Mark Inc	Teamsters Local Union No. 92
Piggly Wiggly Midwest LLC	Teamsters Local Union No. 662
Frisbie Moving & Storage Company	Teamsters Local Union No. 243
Don R Fruchey Inc	Teamsters Local Union No. 414
Frye Williamson Press Inc	Teamsters Local Union No. 916
Fuller Brothers Ready Mix	Teamsters Local Union No. 525
Fulton Market Cold Storage	Teamsters Local Union No. 781
Lou Fusz Ford Inc	Teamsters Local Union No. 618
Global Experience Specialists Inc	Teamsters Local Union No. 727
Global Experience Specialists Inc	Teamsters Local Union No. 745
Global Experience Specialists Inc	Teamsters Local Union No. 988
Global Experience Specialists Inc	Teamsters Local Union No. 600
G & L Corp	Teamsters Local Union No. 414
G T L Truck Lines Inc	Teamsters Local Union No. 908
G W Lumber LLC	Teamsters Local Union No. 682
Glass Management Services Inc	Teamsters Local Union No. 781
Garbo Motor Sales Inc	Teamsters Local Union No. 200
B Garcia Trucking Company	Teamsters Local Union No. 50
Gauthier & Sons Construction Inc	Teamsters Local Union No. 662
General Hardwood Company	Teamsters Local Union No. 247
General Material Company	Teamsters Local Union No. 682
Super Food Services Inc	Teamsters Local Union No. 908
Ed Gersek Inc	Teamsters Local Union No. 662
Goettle Equipment Company	Teamsters Local Union No. 100
A J Goss Distributor Inc	Teamsters Local Union No. 41
Graham Ship By Truck Company	Teamsters Local Union No. 41
Graham Ship By Truck Company	Teamsters Local Union No. 41
Graham Ship By Truck Company	Teamsters Local Union No. 696
Graham Ship By Truck Company	Machinists and Aerospace Local Union No. 778
Grand Blanc Cement Products	Teamsters Local Union No. 332
Grand Blanc Cement Products	Teamsters Local Union No. 332
Grand Rapids Gravel Company	Teamsters Local Union No. 406
Graphic Packaging International Inc	Teamsters Local Union No. 7
Graycor Industrial	Teamsters Local Union No. 100
Graybar Electric Company Inc	Teamsters Local Union No. 247
Great Lakes Export Company	Teamsters Local Union No. 299
John E Green Company Inc	Teamsters Local Union No. 406
Grossman Iron & Steel Company	Teamsters Local Union No. 610
Rich Gullet & Sons Inc	Teamsters Local Union No. 682
Gundlach Champion Inc	Teamsters Local Union No. 406
M C Guthrie Lumber Company	Teamsters Local Union No. 247
H C C Inc	Teamsters Local Union No. 722
H P Logistics Inc	Teamsters Local Union No. 337
H P Products Corporation	Teamsters Local Union No. 337
Hajoca Corporation	Teamsters Local Union No. 120
Hajoca Corporation	Teamsters Local Union No. 20
Hajoca Corporation	Teamsters Local Union No. 90

<u>Employer Name</u>	<u>Local Union</u>
Hajoca Corporation	Teamsters Local Union No. 92
Hall Brothers Lumber Company	Teamsters Local Union No. 682
John Hall Lumber Company	Teamsters Local Union No. 682
Hammersley Stone Company Inc	Teamsters Local Union No. 695
Lehigh Hanson	Teamsters Local Union No. 135
Lehigh Hanson	Teamsters Local Union No. 89
Harbor City Oil Company Inc	Teamsters Local Union No. 346
Hare Express Inc	Teamsters Local Union No. 299
Hare Express Inc	Teamsters Local Union No. 614
Harris Steel Company	Teamsters Local Union No. 731
Hartford Bakery Inc	Teamsters Local Union No. 50
Hartford Bakery Inc	Teamsters Local Union No. 215
Hartford Bakery Inc	Teamsters Local Union No. 525
Hartford Bakery Inc	Teamsters Local Union No. 600
Hartford Bakery Inc	Teamsters Local Union No. 688
Hartford Bakery Inc	Teamsters Local Union No. 916
Hartford Bakery Inc	Teamsters Local Union No. 89
Harvard Maintenance	Teamsters Local Union No. 20
Hass Wholesale Millwork	Teamsters Local Union No. 364
Joe Hatzer & Son Inc	Teamsters Local Union No. 722
Hazel Park Harness Raceway	Teamsters Local Union No. 337
Hearn Paper Company	Teamsters Local Union No. 377
Blueline Rental LLC	Teamsters Local Union No. 682
Heding Truck Service Inc	Teamsters Local Union No. 695
R C Hendrick & Son Inc	Teamsters Local Union No. 406
Hennes Services Inc	Teamsters Local Union No. 200
Herk Excavating Inc	Teamsters Local Union No. 20
H W Herrell Distributing Company	Teamsters Local Union No. 600
The Hertz Corporation	Teamsters Local Union No. 769
The Hertz Corporation	Teamsters Local Union No. 769
The Hertz Corporation	Teamsters Local Union No. 79
The Hertz Corporation	Teamsters Local Union No. 299
Highland Machine	Teamsters Local Union No. 525
Highway Materials Transport Inc	Teamsters Local Union No. 215
Hiland Dairy Foods Co LLC	Teamsters Local Union No. 41
Hiland Dairy Foods Co LLC	Teamsters Local Union No. 245
Hiland Dairy Foods Co LLC	Teamsters Local Union No. 682
Hiland Dairy Foods Co LLC	Teamsters Local Union No. 823
Hoerr Construction Inc	Teamsters Local Union No. 627
John Hoffman Inc	Teamsters Local Union No. 135
Homewood Disposal	Teamsters Local Union No. 731
Houghton County Road Commission	Teamsters Local Union No. 406
Howell Paving Inc	Teamsters Local Union No. 26
Howell Paving Inc	Teamsters Local Union No. 135
Hutchens Mortuary & Cremation Center	Teamsters Local Union No. 610
Huth Ready Mix & Supply C	Teamsters Local Union No. 92
Huttig Building Products	Teamsters Local Union No. 364
Cemex Inc	Teamsters Local Union No. 391
I E I Barge Services Inc	Teamsters Local Union No. 120
I-Go Van & Storage Co	Teamsters Local Union No. 554
I-Go Van & Storage Co	Teamsters Local Union No. 554
I M I South LLC	Teamsters Local Union No. 89
I M I South LLC	Teamsters Local Union No. 89
I M I Southwest Inc	Teamsters Local Union No. 215
I M I Southwest Inc	Teamsters Local Union No. 215
Irving Materials Inc	Teamsters Local Union No. 135
Irving Materials Inc	Teamsters Local Union No. 135
Irving Materials Inc	Teamsters Local Union No. 135
Irving Materials Inc	Teamsters Local Union No. 135
Irving Materials Inc	Teamsters Local Union No. 135
Irving Materials Inc	Teamsters Local Union No. 135

Employer Name

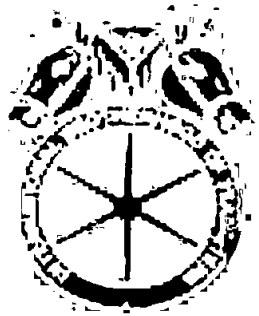
Irving Materials Inc
Irving Materials Inc
Irving Materials Inc
Irving Materials Inc
Irving Materials Inc
Iowa Valley Monument
Ice Cream Specialties Company
Ice Cream Specialties Company
Ice Cream Specialties Company
George J Igel & Co Inc
Illinois Valley Glass & Mirror
Independent Mechanical Industries Inc
Indiana Earth Inc
Consolidated Container Company
Industrial Pipe And Supply
Industrial Transmission Equipment
Interbake Foods LLC
Inter City Oil Company Inc
Inter City Oil Company Inc
ICS Construction Services Ltd
International Paper Company
Interstate Erecting Inc

Local Union

Teamsters Local Union No. 135
Teamsters Local Union No. 135
Teamsters Local Union No. 135
Teamsters Local Union No. 135
Teamsters Local Union No. 135
Teamsters Local Union No. 238
Teamsters Local Union No. 600
Teamsters Local Union No. 600
Teamsters Local Union No. 600
Teamsters Local Union No. 284
Teamsters Local Union No. 627
Teamsters Local Union No. 731
Teamsters Local Union No. 364
Teamsters Local Union No. 120
Teamsters Local Union No. 710
Teamsters Local Union No. 364
Teamsters Local Union No. 554
Teamsters Local Union No. 346
Teamsters Local Union No. 346
Teamsters Local Union No. 682
Teamsters Local Union No. 89
Teamsters Local Union No. 200

COPY

ST. LOUIS AREA
LOCAL CARTAGE INDUSTRY LABOR AGREEMENT
COVERING
D & H TRUCKING CO., INC.



EMPLOYEES REPRESENTED BY TEAMSTERS LOCAL UNION NO: 600
FOR THE PERIOD OF
JANUARY 1, 2014 THROUGH DECEMBER 31, 2016

AS AN ADDENDUM TO THE
NATIONAL MASTER FREIGHT AGREEMENT AND
CENTRAL STATES AREA LOCAL CARTAGE SUPPLEMENTAL AGREEMENT

RECEIVED

MAR 11 2014

**CONTRACT
DEPARTMENT**

**ST. LOUIS AREA
LOCAL CARTAGE INDUSTRY LABOR AGREEMENT**

For The Period of

January 1, 2014 through December 31, 2016

This addendum is supplemental to the National Master Freight Agreement and the Central States, Area Local Cartage Supplemental Agreement for the period commencing January 1, 2014 and the articles, provisions, terms and conditions of this addendum shall prevail over the articles, provisions, terms and conditions of the aforementioned Agreements. The local cartage company is hereinafter referred to as the "Employer". Teamsters Local Union No. 600 is hereinafter referred to as the "Union". The Employer and the Union agree to be bound by the terms and conditions of this Agreement.

ARTICLE I

Section 1. SCOPE OF AGREEMENT

This Agreement shall cover the Employer's employees who are members of the Union and who perform the work duties of driving, freight loading or unloading, freight sorting, stacking or storage, under the jurisdiction of the Union.

Section 2. UNION RECOGNITION

The Employer recognizes and acknowledges that the Union is the representative of employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act.

Section 3. UNION AND EMPLOYER COOPERATION

The Union, its members, and the Employer agree to further their mutual interests at all times as fully as it may be within their power to so do. The Union and the Employer recognize the principle of a fair day's work for a fair day's pay and also recognize that jobs and job security of employees are best protected through efficient and productive operations of the Employer in the service of its customers. The Employer may establish reasonable work standards for its employees.

Section 4. UNION SHOP

All present employees of the Employer who are members of the Union on the date of execution of this Agreement 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 day such employees achieve seniority status under the provisions of this Agreement, or after the thirty-first (31st) calendar day from the first day of employment with the Employer. An employee who has failed to acquire, or thereafter fails to

month thereafter, provided the employee provides the Employer with a statement from a physician that such absence is for medical reasons.

The Employer also agrees to provide an out-of-work benefit program for each seniority employee who sustains any non-workers compensation classified injury or illness. Such benefit shall consist of Three Hundred (\$300) per week benefit, commencing the first full week of absence due to proven injury or illness, for a maximum of twenty-six (26) weeks per injury or illness, life insurance coverage shall continue during the injury/illness period. The Employer shall have the right to schedule an independent medical examination by a physician or physicians of the Employer's choice for any employee who seeks out-of-work benefits in excess of four (4) weeks.

In the case a party to this Agreement fails to comply with this Article, the Union may give the Employer a seventy-two (72) hour advance written notice of the Union's authorization of strike action.

ARTICLE 29B - PENSION FUND

The Employer agrees to contribute to the Central States Pension Fund on behalf of each regular employee performing work as described in the Collective Bargaining Agreement after thirty (30) calendar days on the payroll.

The following pension contribution for the duration of the contract:

Effective January 1, 2014	\$53.90 per day
Effective January 1, 2015	\$58.20 per day
Effective January 1, 2016	\$61.70 per day

Contributions to the Pension Fund for supplemental casual employees (that is, a casual employee who is supplemental to and over the normal complement of the work force and who is not replacing a regular seniority employee) shall be the same as the per diem and weekly maximum contribution amounts as specified in the first paragraph of this Article.

If a replacement casual employee works for one hundred eighty (180) or more days as the replacement employee for a regular seniority employee who is sick or injured, such replacement casual employee shall be reclassified as a supplemental casual employee on the one hundred eighty-first (181st) such day and the Employer then shall make contributions to the Pension Fund for such an employee, and such contributions shall be the same as the per diem and weekly maximum contribution amounts as specified in the first paragraph of this Article.

The parties agree that in the event that an individual employed as a casual, supplemental, replacement, or extra employee 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.

Contributions will be remitted to the Central State's Pension Fund on behalf of any employee covered by the collective bargaining agreement after the employee has been on the Employer's payroll for 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.

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 contribution during the period of absence up to a maximum of four (4) weeks. If a regular seniority employee is injured on the job, the Employer shall continue to pay the required contribution during the period of absence caused by such on-the-job injury up to a maximum of six (6) months.

In the case of a party to this Agreement failing to comply with the Pension Fund payments or an Employer is delinquent at the end of a period in the payment of contributions to the Fund, the Union may give the Employer a seventy-two (72) hours advance written notice of the Union's authorization of strike action.

ARTICLE 30 - WORK STOPPAGES

The Union and the Employer agree that all grievances and questions of interpretation arising from the provisions of this Agreement shall be submitted to the grievance procedure for determination. Accordingly, no strike, work stoppage, slow down, walkout or lockout shall be permitted or authorized by this Agreement except in the case of a party to this Agreement failing to comply with the Health and Welfare or Pension Fund payments or the wage scale, as provided in this Agreement, or failing to comply with a duly adopted decision of the grievance committee as established by this Agreement, and, in such cases, the Union shall give the Employer seventy-two (72) hours advance written notice of the Union's authorization of strike action and such notice shall specify the grievance committee decision on which the Union is basing such authorization.

The Union shall serve written notice upon the Employer listing the Union's authorized representatives who will deal with the Employer and who are authorized to make commitments for the Union. The Union shall not authorize any strike, work stoppage, slow down, walkout, or any type of cessation of work in violation of this Agreement. In the event an employee should participate in any unauthorized strike, work stoppage, slow down, walkout, cessation of work, or picket line, the Employer can suspend such employee for a period of up to thirty (30) days. The Union shall immediately inform such employee that his action is unauthorized and shall instruct such employee to cease such action and to commence the full performance of his job duties. If such employee refuses to comply and if he continues the unauthorized action beyond twenty-four (24) hours after the time he had commenced the unauthorized action, or if such employee commits an unauthorized action subsequently during the term of this Agreement, the Employer can suspend or discharge such employee and the employee shall not have any recourse to the grievance procedure.

ARTICLE 31 - MAINTENANCE OF STANDARDS

Pick-up and Delivery Operational Supplement (DHL Agreement)

For the Period of April 1, 2008 Through March 31, 2013

1000 10 2010

CONTACT
DEPARTMENT

PICK-UP & DELIVERY OPERATIONAL SUPPLEMENT

The following Articles apply to "Pick-Up & Delivery" (PU&D) operations only. Article 9 of this Supplement and Attachment A of the National Agreement hereto sets forth such operations.

ARTICLE 1. MAINTENANCE OF STANDARDS.

Section 1. Definitions

The Employer agrees, subject to the following provisions, that all conditions of employment in his/her individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement except as specifically limited elsewhere in this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.

Section 2. Local Standards

The Local Unions shall, within one hundred eighty (180) days following ratification of this Agreement, identify and reduce to writing, and submit to the appropriate Regional Joint Grievance Committee, those specific local standards and conditions practiced under this Article. Such standards and conditions when submitted in accordance with this Section shall be currently dated. Those specific local standards and conditions previously practiced hereunder which are not so submitted shall be deemed to have expired.

The appropriate Regional Joint Grievance Committee shall provide to the parties the opportunity to present their views

and shall determine the disposition of the submitted local standards and conditions. Failing such determination, the submitted local standards and conditions may be appealed through the remainder of the Grievance Procedure beyond the Regional Joint Grievance Committees to see if the standard exists.

ARTICLE 2. PASSENGERS

No driver shall allow anyone, other than employees of the Employer who are on duty, to ride on his truck except by written authorization of the Employer, or except in cases of emergency arising out of disabled commercial equipment or an Act of God. No more than two (2) people shall ride in the cab of a tractor unless required by government agencies or the necessity of checking of equipment. This shall not prohibit drivers from picking up other drivers, helpers or others in wrecked or broken down motor equipment and transporting them to the first (1st) available point of communication, repair, lodging or available medical attention.

ARTICLE 3. EQUIPMENT, SAFETY AND HEALTH

Section 1. Safe Equipment

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in a 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.

It shall also not be a violation of this Agreement or considered an unjustified refusal where employees refuse to operate a

PUD

Agreement, and full-time employees at substantially comparable benefit levels on the same basis provided all other plan participants, and costs as they existed at March 31, 2008. As long as the annual benefit funding increases outlined in this Agreement are not exceeded, the Employer is required to maintain all levels of benefits on the same basis as provided all other plan participants, during the life of this Agreement. If the additional cost of maintaining all levels of benefits exceeds the funding increase available in any year, the Employer and Local Union will meet and determine if benefit levels should be adjusted or employees will be required to participate in paying for the premium necessary to continue the existing level of benefits. Full-time employees with forty (40) compensable hours per month shall not have any out of pocket premium expense as long as the annual benefit funding increases outlined in this Agreement are not exceeded by the additional cost (if any) of such benefits. Eligible part-time employees with eighty (80) compensable hours per month shall not have any out of pocket premium expense as long as the annual benefit funding increases outlined in this Agreement are not exceeded by the additional cost (if any) of such benefits. No employees will be required to pay additional premium costs during the life of this Agreement as long as the annual benefit funding increases outlined in this Agreement are not exceeded by the additional cost (if any) of such benefits. Where Supplements or Riders have lower thresholds for qualifying purposes, those thresholds will be maintained for the life of the Agreement.

Section 3. Part-Time Employees

Part-time employees under the PU&D hired after the date of ratification of this Agreement shall not be eligible for health benefits except with respect to those Local Unions where Benefit Trusts require or state law require contributions.

ARTICLE 21. PENSION

With respect to this Agreement and all Supplements and Riders, the Company shall remain in the same pension plan(s) that they are currently in. The Company shall continue to participate in such plans and will execute all necessary participation agreements and other documents required by the plans.

Section 1. Taft-Hartley Plans

Employees in Taft-Hartley multi-employer plans shall remain in said plan and the Employer shall pay an increase of up to one dollar (\$1.00) per hour for each year of the contract to be allocated between the Taft-Hartley health plans and pension plans as directed by the area supplemental co-chairs.

Section 2. Company Plans

For employees in an Employer provided pension/401(k) plan, the Employer is required to maintain all levels of contributions during the life of this Agreement. Where the 401(k) plan is the retirement plan for the employee, the Employer shall make increased contributions in the amount equal to the lesser amount of the increases in any of the multi-employer pension plans in

which the employer participates under this Agreement during the term of this Agreement, but in no event less than thirty-five cents (\$0.35) per hour for each year of the contract.

Section 3. Part-Time Employees

Part-time employees under the PU&D hired after the date of ratification of this Agreement shall not be eligible for pension contributions except with respect to those Local Unions where Benefit Trusts or state law require contributions. However, such part-time employees are eligible for participation in the Teamsters National 401(k) Plan.

PU&D APPENDIX A. MEMORANDUM OF UNDERSTANDING REGARDING @HOME

Section 1. Work Preservation

Bargaining Unit Work: The bargaining unit shall perform the following functions with respect to @Home shipments which move through covered Company terminals: (i) the pick-up of shipments within the area serviced by the bargaining unit (unless hub inducted), (ii) the processing of those shipments at the origin terminal (unless late cutoff requires a direct to ramp move), (iii) the tendering of those shipments to the line haul carrier at the origin terminal, (iv) the receipt of those shipments from the line haul carrier at the destination terminal, if covered by the bargaining unit, (v) the processing of those shipments at that terminal, and (vi) the delivery of those shipments to the local post office facility, i.e. DDU(s), if located within the area serviced by the bargaining unit.

Limited Role of USPS: The USPS shall perform no work on @Home shipments within the service area of the Local Union, other than the final delivery from the destination post office, i.e. DDU, to the final consignee. Nor shall the USPS perform any work whatsoever on the DHL core products.

Section 2. Work Acquisition

Concept: The USPS shall continue to perform the final delivery of @Home shipments until such time as it becomes economically feasible for the bargaining unit to do so. The parties hereby agree to establish an objective formula for determining economic feasibility in this context, and a workable mechanism for transferring such work to the bargaining unit, when the formula is satisfied.

Formula: The Company and TDHLNNC shall develop a formula which will accurately determine whether bargaining unit drivers can be used to deliver @Home shipments within a covered zip code at a reasonable profit margin. A covered zip code shall mean a zip code presently serviced by the bargaining unit for the DHL core products. A reasonable profit margin shall be defined as an operating ratio by station of not more than ninety-five percent (95%) for the @Home product delivered in the covered zip code for the preceding calendar year.

Local 745 Dock-Shuttle Local Rider

Effective
April 1, 2013 to March 31, 2017

RECEIVED

FEB 03 2015

**CONTRACT
DEPARTMENT**

1.

This Agreement is entered into by and between DHL EXPRESS (USA), INC. (hereinafter the "Company", "Employer" or "DHL"), the Teamsters DHL National Negotiating Committee ("TDHLNNC"), and LOCAL UNION NO. 745, affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter "Union"). This Local Rider is supplemental to and becomes a part of the National Master DHL Agreement, hereinafter referred to as the "National Agreement" and the Pickup and Delivery Operational Supplement, hereinafter referred to as the "Operational Supplement," for the period commencing April 1, 2013 through March 31, 2017. This Local Rider shall not become effective unless and until it is ratified by the Employer's dock-shuttle employees represented by the Union and approved in writing by TDHLNNC as provided in the National Agreement (Article 2, Scope of Agreement, Section 1, Scope and Approval of Local Supplements).

Once this Local Rider becomes effective, it (together with the National Agreement and Operational Supplement) shall supersede, cancel and replace in its entirety the pre-existing collective bargaining agreement between the parties for the affected dock-shuttle employees represented by the Local Union.

The terms set forth in each Local Rider shall supersede any conflicting terms in their applicable Operational Supplement. Challenges/grievances arising out of alleged conflicts shall be submitted directly to the National Grievance Committee for a decision.

ARTICLE 22

Section 1:

If terms and conditions in this Local Rider are greater than those in the National Agreement or Pickup and Delivery Operational Supplement, the Local Rider shall prevail.

Hours/Shifts

The Company may utilize five (5) eight (8) hour/day or four (4) ten (10) hour/day shifts or any combination of hours that is mutually agreed to between the parties.

Section 2. Employees Covered

Employees covered by this Local Rider shall be construed to mean any driver operating a truck tractor, passenger, or any other vehicle operated for transportation purposes when used to defeat the purpose of this Local Rider, Forklift Operators and Dockmen.

ARTICLE 23

Section 1. Probationary Employees

A probationary employee, being considered for regular employment, shall work under the provisions of this Local Rider, but shall be employed only on a thirty (30) day trial basis, during which period he/she may be discharged without further recourse; provided, however, that the

together with any other charges uniformly applicable to past due contributions. The Regional Joint Grievance Committee may also determine whether the Employer's claim was bona fide.

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 Local Rider, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Local Rider 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, 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 contribution obligation.

NOTE: On June 1, 1985, the U.S. Supreme Court issued its decision in *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the trustees to have access to payroll, tax and other personnel records of all the Employer's employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Local Rider.

The Employer is presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and shall continue to make such payments for the life of this Local Rider. Action on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. The Employer, when delinquent, must also pay all attorneys fees and costs of collection.

ARTICLE 31. PENSION

Pursuant to Article 21, Section 1 of the DHL - Teamsters Dock Shuttle Operational Supplement, the Employer will contribute up to an additional one dollar (\$1.00) per hour per year per covered employee to be divided between the Central States Health and Welfare Fund and the Central States Pension Fund as determined by the Area Co-Chairs.

Effective August 1, 2013, contributions, including any contribution increases pursuant to Article 21, Section 1 of the DHL - Teamsters Dock Shuttle Operational Supplement, must be made to the Central States, Southeast and Southwest Areas Pension Fund for each day or tour of duty either worked or compensated, up to a weekly maximum contribution, for each regular employee covered by this Local Rider who has been on the payroll thirty (30) days or more.

On August 1, 2013, and on August 1 of each subsequent contract year through August 1, 2016, the daily and weekly contribution amounts for regular employees shall be increased by the amount directed by the Area Co-Chairs pursuant to Article 21, Section 1 of the DHL - Teamsters Dock Shuttle Operational Supplement, subject to the contribution increase cap set forth in that article and section.

Effective August 1, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund a sum in an amount directed by the Area Co-Chairs pursuant to Article 21, Section 1 of the DHL - Teamsters Dock Shuttle Operational Supplement for each day or tour of duty worked by each casual employee until such time as such employee accrues seniority in accordance with the contract. This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure, set forth in Article 7 ("Grievance and Arbitration Procedure") of the DHL - Teamsters National Agreement.

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

By the execution of this Local Rider, 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 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 because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (five (5) days per week) for a period of four 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 contributions (five (5) days per week) until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve months beginning with the first (1st) 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 (five (5) days per week) into the Pension Fund during the period of absence.

At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of one hundred and eighty (180) days of pension contribution for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

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 Regional Joint Grievance 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 Regional Joint Grievance 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 Regional Joint Grievance Committee may also determine whether the Employer claim was bona fide.

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 Local Rider, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Local Rider 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, 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 contribution obligation.

NOTE: On June 1, 1985, the U.S. Supreme Court issued its decision in Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc., affirming the right of the Trustees to have access to payroll, tax and other personnel records of all the Employer's employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Local Rider.

ARTICLE 32. VACATIONS

Part-time employees on the seniority list on June 6, 2008 and all full-time employees are eligible for vacations as follows.

Section 1. One Week

A vacation of one (1) week shall be granted with pay to all employees covered by this Local Rider who have worked for the Employer for a period of one year or more.

Section 2. Two Weeks

A vacation of two (2) weeks shall be granted with pay to all employees covered by this Local Rider who have worked for the Employer for a period of two years or more.

Section 3. Three Weeks

Local 745 Office Clerical Local Rider

**Effective
April 1, 2013 to March 31, 2017**

RECEIVED

FEB 03 2015

**CONTRACT
DEPARTMENT**

This Agreement is entered into by and between DHL EXPRESS (USA), INC. (hereinafter the "Company", "Employer" or "DHL"), the Teamsters DHL National Negotiating Committee ("TDHLNNC"), and LOCAL UNION NO. 745, affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter "Union"). This Local Rider is supplemental to and becomes a part of the National Master DHL Agreement, hereinafter referred to as the "National Agreement" and the Office Clerical Operational Supplement, hereinafter referred to as the "Operational Supplement," for the period commencing April 1, 2013 through March 31, 2017. This Local Rider shall not become effective unless and until it is ratified by the Employer's office clerical employees represented by the Union and approved in writing by TDHLNNC as provided in the National Agreement (Article 2, Scope of Agreement, Section 1, Scope and Approval of Local Supplements).

Once this Local Rider becomes effective, it (together with the National Agreement and Operational Supplement) shall supersede, cancel and replace in its entirety the pre-existing collective bargaining agreement between the parties for the affected office clerical employees represented by the Local Union.

The terms set forth in each Local Rider shall supersede any conflicting terms in their applicable Operational Supplement. Challenges/grievances arising out of alleged conflicts shall be submitted directly to the National Grievance Committee for a decision.

ARTICLE 21

If terms and conditions in this Local Rider are greater than those in the National Agreement or Office Clerical Operational Supplement, the Local Rider shall prevail.

ARTICLE 22. PROBATIONARY AND CASUAL EMPLOYEES.

Section 1. Probationary Employees

A probationary employee, being considered for regular employment, shall work under the provisions of this Local Rider, but shall be employed only on a thirty (30) 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 Local Rider or discriminate against Union members.

The Union and the Employer may agree to extend the probationary period for not more than thirty (30) days, but the probationary employee must agree to the extension in writing.

A probationary employee who is terminated by the Employer during the probationary period and is then worked again at any time during the next full twelve (12) months at any of the Employer's locations within the jurisdiction of the Local Union covering the terminal where he/she first worked shall be added to the regular seniority list with a seniority date as of the date that person is subsequently worked.

Probationary employees shall be paid at the new hire rate of pay during the probationary period; however, if the employee is terminated by the Employer during such period, he/she shall be

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 Regional Joint Area Committee may also determine whether the Employer's claim was bona fide.

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 Local Rider, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Local Rider 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, 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 contribution obligation.

NOTE: On June 19, 1985, the U.S. Supreme Court issued its decision in Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc., affirming the right of the trustees to have access to payroll, tax and other personnel records of all the Employer's employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Local Rider.

The Employer is presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and shall continue to make such payments for the life of this Local Rider. Action on delinquent contributions may be instituted by the Local Union, the Region, or the Trustees. The Employer, when delinquent, must also pay all attorneys' fees and costs of collection.

ARTICLE 30. PENSION

Pursuant to Article 20, Section 1 of the DHL - Teamsters Office Clerical Operational Supplement, the Employer will contribute up to one dollar (\$1.00) per hour per year per covered employee to be divided between the Central States Health and Welfare Fund and the Central States Pension Fund as determined by the Area Co-Chairs.

Effective August 1, 2013, contributions, including any contribution increases pursuant to Article 20, Section 1 of the DHL - Teamsters Office Clerical Operational Supplement, must be made to the Central States, Southeast and Southwest Areas Pension Fund for each day or tour of duty either worked or compensated, up to a weekly maximum contribution, for each regular employee covered by this Local Rider who has been on the payroll thirty (30) days or more.

On August 1, 2013, and on August 1 of each subsequent contract year through August 1, 2016, the daily and weekly contribution amounts for regular employees shall be increased by the amount directed by the Area Co-Chairs pursuant to Article 20, Section 1 of the DHL - Teamsters

Office Clerical Operational Supplement, subject to the contribution increase cap set forth in that article and section.

Effective August 1, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of thirty-four dollars (\$34.00) for each day or tour of duty worked by each casual employee until such time as such employee accrues seniority in accordance with the contract. This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure, set forth in Article 7 ("Grievance and Arbitration Procedure") of the DHL - Teamsters National Agreement.

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

By the execution of this Local Rider, the Employer 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.

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 (five (5) days per week) for a period of four 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 contributions (five (5) days per week) until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve months beginning with the first (1st) 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 (five (5) days per week) into the Pension Fund during the period of absence.

At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of one hundred and eighty (180) days of pension contribution for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

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 Regional 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 Regional 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 Regional Joint Area Committee may also determine whether the Employer claim was bona fide.

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 Local Rider, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Local Rider 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, 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 contribution obligation.

NOTE: On June 19, 1985, the U.S. Supreme Court issued its decision in Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc., affirming the right of the Trustees to have access to payroll, tax and other personnel records of all the Employer's employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Local Rider.

ARTICLE 31. VACATIONS

Part-time employees on the seniority list on June 6, 2008 and all full-time employees are eligible for vacations as follows.

Section 1. One Week

A vacation of one (1) week shall be granted with pay to all employees covered by this Local Rider who have worked for the Employer for a period of one (1) year or more.

Section 2. Two Weeks

A vacation of two (2) weeks shall be granted with pay to all employees covered by this Local Rider who have worked for the Employer for a period of two (2) years or more.

Section 3. Three Weeks

A vacation of three (3) weeks shall be granted with pay to all employees covered by this Local Rider who have worked for the Employer for a period of eight (8) years or more.

COLLECTIVE BARGAINING AGREEMENT

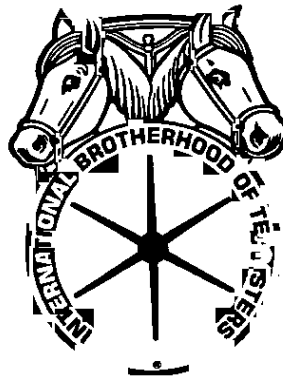
Between

DHL EXPRESS (USA), INC.

And

LOCAL UNION 769, AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

January 15, 2006 – January 31, 2010



RECEIVED

MAR 19 2007

**CONTRACT
DEPARTMENT**

ARTICLES OF AGREEMENT

WHEREAS, FREIGHT DRIVERS, WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 769, Miami, Florida, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union" or "Local 769," has been duly certified as the collective bargaining representative for certain employees employed by DHL EXPRESS (USA), INC., hereinafter referred to as the "Employer" or "Company," at its Miami, Florida, terminal.

WHEREAS, the Employer is engaged in air freight forwarding, a business which both parties acknowledge and agree is separate and distinct from surface cartage operations in that there are no entry barriers to this industry, rates are set entirely by competitive forces, competition is intense, and business failures are frequent; that the Employer's business relates solely to cargo which moves by air and thus is subject to all of the delays and schedule problems incident to air transportation; that the cargo involved is of high value and high priority and usually is shipped in response to shipper emergencies; that by the nature of this system of air freight cargo movement and of the cargo itself, consolidation and breakbulk of cargo and pickup and delivery of cargo cannot be scheduled in advance; that all of the Employer's services are required by shippers on a twenty-four (24) hour a day, seven (7) days a week basis; that the volume and highly competitive pricing structure of the Employer's business cannot support full time coverage of all required functions at times when services are required by shippers.

NOW, THEREFORE, in recognition of the unique nature of the Employer's business and the resulting requirement that the Employer be free to schedule its operations as necessary in order to remain in the business, the parties agree as follows:

ARTICLE I UNION RECOGNITION

The Employer recognizes the Union as the sole collective bargaining representative of all dockmen-drivers of the Employer at all terminals serving Dade and Broward Counties, as defined by zipcode effective 10/01/96, excluding all other employees, including but not limited to office and clerical employees, guards, and supervisors as defined in the National Labor Relations Act, as amended.

ARTICLE II HIRING

The Company shall always pre-notify the Union when permanent full-time or full-time split-shift vacancies occur, and will give the union first opportunity to provide qualified applicants.

In order to apply for a bargaining unit job, an applicant for employment must be twenty-one (21) years of age, and must be capable of obtaining a valid commercial drivers license (class B) within thirty (30) days of employment.

ARTICLE III PROBATIONARY AND CASUAL EMPLOYEES

Section A. A new regular full-time employee shall be covered by the provisions of this Agreement but during his first thirty (30) days of employment said employee may be disciplined or discharged without cause, and without recourse to the grievance and arbitration procedure hereunder. After thirty (30) days

ARTICLE XXIII
PENSIONS

A. Benefits for Employees In the Bargaining Unit as Regular Full-Time Employees Prior to Date of Ratification of this Agreement (January 15, 2006):

The Employer agrees to contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of \$166.00 per week retroactive to October 30, 2005; \$177.60 effective October 29, 2006; \$190.00 effective November 4, 2007; \$203.30 effective November 2, 2008; and \$217.70 effective November 1, 2009, for each non-probationary regular full-time employee covered by this Agreement who has been on the payroll thirty (30) days or more and who was employed as a regular full-time employee prior to the ratification of this Agreement. The above weekly premiums shall maintain the level of benefits in the Benefits Class '18' plan.

By the execution of this Agreement, the Employer authorizes the Employer's Associations which are parties to the Southern Conference Area Local Freight Forwarding Pickup and Delivery 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.

The Employer shall have no obligation under or arising from this Article except to pay the agreed-upon contributions. 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.

B. Benefits for Employees who Become Regular Full-Time Employees in the Bargaining Unit after the Date of Ratification of this Agreement (January 15, 2006):

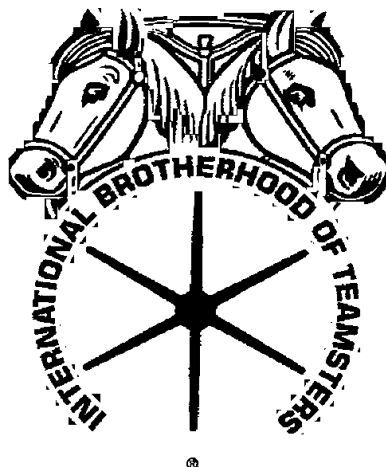
All employees who become regular full-time employees after the date of ratification of this Agreement (including the 5 DHL legacy drivers being added to the Unit pursuant to the terms of the parties' Side Letter of Agreement) shall participate in the DHL pension and 401(k) plans in accordance with the terms of those plans, on the same basis as they are generally offered to non-represented non-exempt employees of the Employer, for the term of this Agreement.

ARTICLE XXIV
SAVINGS AND RETIREMENT PLAN

A. Benefits for Employees In the Bargaining Unit as Regular Full-Time Employees Prior to Date of Ratification of this Agreement (January 15, 2006):

The Union and the Employer agree to be bound by, and hereby assent to, all the terms of the Trust Fund Agreement and Declaration of Trust, creating such SOUTHERN STATES SAVINGS AND RETIREMENT PLAN, all of the rules and regulations heretofore and hereafter adopted by the trustees of said Trust Fund pursuant to said Trust Fund Agreement and Declaration of Trust, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Fund Agreement and Declaration of Trust and rules adopted.

LABOR AGREEMENT
BETWEEN
TEAMSTERS LOCAL UNION NO. 43
AND
D K CONTRACTORS, INC.



June 1, 2013-May 31, 2017

RECEIVED

JUN 18 2013

**CONTRACT
DEPARTMENT**

This Agreement is entered into between **D K CONTRACTORS, INC.** hereinafter referred to as the "Employer" and **TEAMSTERS LOCAL UNION NO. 43**, 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

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 in 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 the 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. The jurisdiction of the Union is Racine, Kenosha and Walworth Counties.

Section 2. The terms of this Agreement shall apply to all employees in the classification of work set forth herein and shall cover all accretions to, relocations or consolidations of bargaining unit operations. Other newly established or acquired operations of the Employer shall be covered by this Agreement at such time as a majority of employees in an appropriate bargaining unit designate, as evidenced through a card check, the Union as their bargaining representative.

ARTICLE 3. RECOGNITION AND UNION SECURITY

Section 1.

A. The Employer recognizes and acknowledges that the Union is the exclusive representative of all truck drivers, and helpers 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

hereafter adopted by the Trustees of 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.

Section 6. 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.

Section 7. 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.

ARTICLE 22. PENSION

Section 1. Effective June 1, 2013, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of **forty-one dollars and fifty cents (\$41.50)** per day for each day or tour of duty worked or compensated for an employee covered by this Agreement, who has been on the payroll thirty (30) calendar days or more, with a maximum of **Two hundred seven and fifty cents (\$207.50)** per week. Effective June 1, 2014, the Employer shall contribute to the Pension Fund the sum of **forty three dollars and twenty cents (\$43.20)** per day for each day or tour of duty worked or compensated for an employee covered by this Agreement, who has been on the payroll thirty (30) days or more, with a maximum of **two hundred sixteen dollars (\$216.00)** per week. Effective June 1, 2015, the Employer shall contribute to the Pension Fund the sum of **forty four dollars and ninety cents (\$44.90)** per day for each day or tour of duty worked or compensated for an employee covered by this Agreement, who has been on the payroll thirty (30) days or more, with a maximum of **two hundred twenty four dollars and fifty cents (\$224.50)** per week. Effective June 1, 2016, the Employer shall contribute to the Pension Fund the sum of **forty six dollars and seventy cents (\$46.70)** per day for each day or tour of duty worked or compensated for an employee covered by this Agreement, who has been on the payroll thirty (30) days or more, with a maximum of **two hundred thirty three dollars and fifty cents (\$233.50)** 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 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 Association who are parties hereto to enter into appropriate trust agreement necessary for the administration of such Fund, and to designate the Employer Trustees under such

agreement, hereby waiving all notice thereof and ratifying all 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 twenty (20) days. 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, 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

Split shift work shall be first offered by seniority and, if the Employer does not obtain enough volunteers needed to work the split shift, the Employer may enforce reverse seniority, in order to obtain enough volunteers 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

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 available at each place of business.

The Employer agrees to the posting of a Union bulletin board in each yard, at the Employer's expense.

ARTICLE 25. 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 trucking industry and of the Employer.

SETTLEMENT AGREEMENT

Chrysler Group LLC for its St. Louis Parts Distribution Center (hereinafter called the "Company") and the Automotive, Petroleum and Allied Industries Employees Union, Local No. 618 (hereinafter called the "Union") hereby agree as follows:

1. The parties agree to the following:
 - (i) An amended Agreement attached hereto, including the Letters, supplements and memoranda;
 - (ii) An amended Life, Disability and Health Care Benefits Agreement described in Article II (1).

Each of said Agreements shall continue in full force and effect until 11:59 P.M. 90 days after the effective date of the 2011 National UAW Agreement or thereafter as provided therein. Except as may otherwise appear in said Agreement or as set forth below, the provisions of said Agreement, the Pension Agreement Plan (as provided for in Article II (2)) and the Health Care Plans shall be effective upon receipt by the Corporation from the Union of written Notice of Ratification of such Agreement.

2. The parties agree to the Memoranda of Understanding, Supplements, and Memoranda annexed hereto. Except as may otherwise be set forth in said documents, each of said documents will: (a) be effective upon receipt by the Corporation from the Union of written Notice of Ratification of the Agreement which covers employees to whom the document applies or to which the documents refer; and, (b) remain in effect until the termination of the Agreement which covers the employees to whom the document applies or to which the documents refers.

3. The sections of the above mentioned Agreements and Exhibits, in most instances are numbered as they or corresponding sections appear in the 2011 Agreement and Exhibits, and the Agreement, Memoranda, Exhibits, Supplements and Letters attached hereto contain references to sections of said 2011 and amended documents so numbered. In addition, the above mentioned Agreement and Exhibits contain blanks in which dates are to be inserted relative to eligibility for and payment of amended or new benefits. The parties agree to renumber the sections of said Agreement in such manner as shall be appropriate, as additions, deletions and substitutions may require, and to change references and cross- references in said documents to sections of said Agreement accordingly and also amend any dates as appropriate.

4. Prior to and during the negotiations with respect to employees covered by the above-mentioned documents, each party made certain proposals to, and demands upon, the other. Each party hereto agrees that it has withdrawn all proposals and demands made to and upon the other in connection with said negotiations that are not incorporated in or covered by this Settlement Agreement or the documents annexed hereto, in whole or in part. The withdrawal of said proposals and demands, in whole or in part, is as much a consideration for this Settlement Agreement and for the Agreements and related documents annexed hereto as is the incorporation herein of matters agreed upon. Each party hereto hereby waives any right to require the other to bargain on the subject matter of said proposals, or on any similar proposals, or on any other matter that might have been included in, or covered by, this Settlement Agreement or the Agreements and documents annexed hereto but was not. It is the intention of

ARTICLE II

1. THE LIFE, DISABILITY AND HEALTH CARE BENEFITS PROGRAM

The Corporation shall make arrangements, contingent on obtaining from Governmental agencies such approvals as may be required, to provide Life, Disability and Health Care benefits for regular full time, seniority employees covered by the Agreement generally similar to and subject to similar conditions as those provided by Exhibit "B" (Life, Disability and Health Care Benefits) incorporated by reference in the collective bargaining agreement dated October 27, 2011, between Chrysler Group LLC and the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America.

2. 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 11/01/11	\$49.90
Effective 11/01/12	\$52.90
Effective 11/01/13	\$55.00
Effective 11/01/14	\$57.20

Employer contribution requirement shall be as follows:

- (1) On each regular or extra employee who has been on the payroll-thirty (30) days or more *Note 1. or each temporary employee who has been on the payroll-one hundred twenty (120) calendar days.
- (2) On each regular or extra or temporary employee who has worked in any day or portion thereof, up to a maximum of five (5) days per calendar week.
- (3) If 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 20 days
- (4) If 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 six (6) months.
- (5) If regular 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.

For purposes of defining "extra employee", it is understood such employee is currently in the employ of the contributing Employer, having passed the ninety (90) day probationary period and works intermittently.

3. PENSION FUNDS 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 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 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 therefrom.

Clause on Garnishments

Except as limited by law, the Employer may discharge any employee when such employee's

ARTICLE III

1. LEGALITY

In the event that any part or provision of this Agreement shall be rendered or declared invalid by reason of any law, regulation, order or decree of any court or board, then only that part or provision rendered or declared invalid shall be considered null and void, and the remainder of this Agreement shall remain in full force and effect according to its original terms; provided, however, that in such event the parties agree to negotiate in good faith for such modified provision as will be valid on the same subject matter.

2. SUCCESSOR

This Agreement shall be binding upon the successors and assignees of the parties thereto. Should any difference arise with respect to continuity of seniority, or to earned vacations or to any other rights of either party established hereunder, by reasons of any change of legal status, ownership, or management of Employer, the parties agree that they will make every reasonable effort to effect a settlement thereof, shall remain in force, and there will be no lockout by Employer and no strike or work stoppage by Union. In the event such dispute extends 30 days past the effective date of such change of legal status, ownership or management, either party may serve notice upon the other for immediate termination of the Agreement.

3. WITHDRAWAL OF DEMANDS

Prior to and during the negotiation of the Agreement, each party made certain proposals to the other. Each party hereto agrees that it has withdrawn all proposals made to the other that are not incorporated in or covered by this Agreement, in whole or in part. The withdrawal on those proposals, in whole or in part, is as much a consideration for this Agreement as is the incorporation therein of matters agreed on. Each party hereto hereby waives any right to require the other to bargain on the subject matter of those proposals, or on any similar proposals or on any other matter that might have been included in or covered by the Agreement, but was not. It is the intention of the parties that this Agreement during its term shall cover all arrangements between the parties concerning wages, hours, and conditions of employment that are to be in effect during the term and that nothing shall be added to the Agreement or subtracted from it by amendment, supplemental agreement or otherwise.

4. RATIFICATION

The Union agrees to submit the Agreement to the Union membership for ratification by them on or before January xx, 2012 and the Local Union will recommend to the membership that it be ratified.

5. TERMINATION AND MODIFICATION

The terms between the parties to this Agreement shall become effective January xx, 2012, for a four (4) year term and shall be in effect to 11:59p.m., 90 days after effective date of the National UAW Agreement but shall automatically renew itself, unless either party hereto shall give notice to the other party of a desire to revise, amend, or terminate this Agreement sixty (60) days before the expiration date hereto provided.

(a) Notice to modify or amend shall set forth the nature of the changes desired. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement. The giving by either party of such a notice to modify, amend or terminate shall terminate this Agreement at 11:59 P.M. 90 days after effective date of the National UAW Agreement.

(b) If neither party gives a notice to modify, amend or terminate as provided in Subsection (a), or if each party giving a notice to modify, amend or terminate withdraws such notice prior to 11:59 P.M., 90 days after effective date of the National UAW Agreement this Agreement shall continue in effect from year to year thereafter subject to sixty (60) days' written notice by either party to modify, amend or terminate this Agreement as provided herein prior to October 31 of any subsequent year.

AUTOMOTIVE PETROLEUM AND
ALLIED INDUSTRIES EMPLOYEES

CHRYSLER GROUP LLC

UNION, LOCAL NO. 618

Redacted by U.S. Treasury

Redacted by U.S. Treasury

SCHEDULE "A" – BARGAINING UNIT DEFINED

All hourly rated employees in Chrysler Group LLC St. Louis Parts Distribution Center, excluding Office and Clerical employees, technical and professional employees, clerks, secretaries to supervisors and employees on the management payroll, guards and other supervisors as defined in the National Labor Relations Act, and all other employees.

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EXHIBIT B

MAY 15 2012

**ST. LOUIS PARTS DEPOT – IBT
WAGE CLASSIFICATIONS AND RATES**

**CONTRACT
DEPARTMENT**

Wage Classifications and Rates

Class No.	Class Title
3588	Warehouse Attendant
Maximum	\$28.05

5635	Maintenance – All-Around
------	--------------------------

Maximum	\$32.21
Minimum	\$30.51
6 Months	\$30.72
12 Months	\$31.02
18 Months	\$31.31
24 Months	\$31.61
30 Months	\$31.90

AGREEMENT

Between

DAIRY FARMERS of AMERICA, INC.

Springfield, Missouri Plant

And

TEAMSTERS

LOCAL UNION NO. 245

**Affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

This Agreement made and entered into this 11th day of July 2013, by and between DAIRY FARMERS of AMERICA, INC., a Kansas Cooperative Corporation, for its Springfield, Missouri Plant, hereinafter referred to as the "Company", and TEAMSTERS LOCAL UNION NO. 245, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union".

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MAR 06 2014

**CONTRACT
DEPARTMENT**

ARTICLE XVII

PENSION PLAN

Section 1: Following ratification of this Collective Bargaining Agreement, the Company shall continue to contribute to a fund, which is to be administered through the Trust Agreement of the Central States Southeast and Southwest Area Pension Fund. By execution of this Agreement, the Company authorizes the Central States Southeast and Southwest Area 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 action already taken or to be taken by such trustee within the scope of their authority.

- Effective November 3, 2013, the Company shall contribute weekly, the total sum of One-Hundred Forty-Nine Dollars and Twenty-Two Cents; (\$149.22) per week for each employee covered by this Agreement, commencing with the thirty-first (31st) day of employment (except temporary, seasonal, summer vacation replacement, or part-time employees)
- Effective November 2, 2014, the Company shall contribute weekly, the total sum of One-Hundred Fifty-Eight Dollars and Seventeen Cents; (\$158.17) per week for each employee covered by this Agreement, commencing with the thirty-first (31st) day of employment (except temporary, seasonal, summer vacation replacement, or part-time employees)
- Effective November 1, 2015, the Company shall contribute weekly, the total sum of One-Hundred Sixty-Four Dollars and Fifty Cents; (\$164.50) per week for each employee covered by this Agreement, commencing with the thirty-first (31st) day of employment (except temporary, seasonal, summer vacation replacement, or part-time employees)

Section 2: If an employee is absent because of an 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 contribution 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.

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
DAIRY FARMERS OF AMERICA
AND
TEAMSTERS LOCAL 245

CABOOL, MISSOURI

JULY 15, 2012 TO JULY 14, 2017



Dairy Farmers of America

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JUN 14 2013

CONTRACT
DEPARTMENT



TEAMSTERS

ARTICLE I: (1) PURPOSE OF THE AGREEMENT

Section 1. It is the purpose of this Agreement to promote mutual cooperation and understanding between the Union, the Company, and its employees, and provide for the operation of the Company's plant at Cabool, Missouri, in such a manner as to further to 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 and its employees. It is for the attainment of these objectives that the parties have provided a contract on matters relating to rates of pay, wages, hours, and other conditions of employment.

ARTICLE II: (2) RECOGNITION

Section 1. The Company recognizes the Union as the sole and exclusive bargaining agent for "all hourly paid plant maintenance and production employees, laboratory, warehouse, shipping and receiving, lead employees, and janitors, at the Company's Cabool, Missouri plant, excluding all office employees, clerical employees, fieldmen, technical fieldmen, professional employees, guards and supervisors, as defined in the Act, and all other employees".

ARTICLE III: (3) MANAGEMENT RIGHTS

Section 1. Except as specifically contracted away by an express provision of this Agreement, all of the rights, powers, prerogatives, and authority which the Company had prior to this execution of this Agreement are retained by the Company and remain solely and exclusively within the rights of management, and the exercise of such rights is not subject to grievance-arbitration procedures. Included in such rights, powers, prerogatives and functions, but not in limitation thereof, is the right to determine operating policies and manage the business with regard to experience, business judgment, and changing conditions; the direction of the work force, including the right to hire, suspend, transfer, promote, discharge, or discipline for just cause, and to maintain discipline and efficiency of its employees; the right to relieve employees from duty because of lack of work or for other legitimate reasons; the right to schedule and reschedule work, hours, shifts, and work assignments; the right to assign employees to particular pieces of equipment; the right to determine the work to be done and the manner in which it shall be done by its employees; the right to determine the number of employees it shall employ in any classification, department, or subdivision of the plant, at any time; the right to determine the extent to which the plant shall be operated; the right to introduce new or improved products, production methods, processes or equipment, maintenance, service or distribution methods, or facilities which change existing methods and facilities, in the interest of proper service to its business and conduct thereof; the right to determine the scheduling of production, the method of training employees, the design and engineering of products, and the control of raw and finished materials; the right to eliminate, change or consolidate jobs and operations; the right to decide the number and location of plants; the determination of financial policy, accounting procedures, prices of goods or services rendered or supplied, and customer relations; the right to determine the organization of each production, service, maintenance, or distribution department, division or subdivision, deemed appropriate by the Company; the right to establish quality, and job standards, the right to establish job evaluation procedures and what the job will consist of; the

d. In cases of a layoff, employees so laid off shall be given a notice of recall by certified mail, return receipt requested, at least ten (10) days prior to the date of recall, and the employee must notify the Company of their intent to report to work within seven (7) calendar days after mailing of the letter, and actually report to work before the tenth (10th) day of the recall notice has expires, or they shall lose all seniority rights. Employees shall keep the Company informed of any change of address.

c. Layoffs for twelve (12) consecutive months. (Employees laid off for twelve (12) months who are rehired within thirty-six (36) months of their date of layoff will have their break in seniority rescinded and have their seniority restored).

Section 9. The Company shall have the right to select employees within the Maintenance Departments and Laboratory for special training for skills that are needed within those departments without respect for seniority, and upon completion of such specialized training, to promote the trained employees as the Company may determine.

Section 10. A seniority list shall be posted within each department at least once each year listing the departmental and plant seniority dates of each employee in the department. It shall be the responsibility of each employee to check the accuracy of the list and call errors to the attention of the Company within five (5) working days after the posting, or after return from leave or vacation, whichever is later, or the Company shall not be liable for any actions taken in reliance upon the list.

ARTICLE XVII: (17) PENSION PLAN

Section 1. The Company shall continue to contribute to a fund, which is to be administered through the Trust Agreement of the Central States — Southeast and Southwest Area Pension Fund, for each employee covered by this Agreement (except temporary, seasonal, summer vacation replacement or part-time employees). The Company shall continue to contribute amounts as provided for herein as indicated below. By the execution of this Agreement, the Company authorizes the Central States — Southeast and Southwest Areas Employees 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 action already taken or to be taken by such trustees within the scope of their authority.

January 1, 2013	6% increase	\$132.30
January 1, 2014	6% increase	\$140.20
January 1, 2015	6% increase	\$148.60
January 1, 2016	4% increase	\$154.50
January 1, 2017	4% increase	\$160.68

Section 2. If an employee is absent because of an illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contribution for a

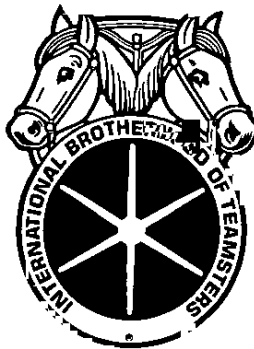
AGREEMENT

BETWEEN

DAIRY FARMERS OF AMERICA

AND

TEAMSTERS LOCAL UNION NO. 364



RECEIVED

MAR 19 2013

**CONTRACT
DEPARTMENT**

Effective October 29, 2012 through October 29, 2016

**ARTICLES OF AGREEMENT
DAIRY FARMERS OF AMERICA
GOSHEN DIVISION
10/29/2012 through 10/29/2016**

This Agreement, made and entered into this 29th day of October, 2012, by and between Dairy Farmers of America, Goshen Division, located at Goshen, Indiana, party of the first part, and hereinafter termed the Employer, and Local Union No. 364, affiliated with the International Brotherhood of Teamsters, located at South Bend, Indiana, 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 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.

The term "employees" shall include all employees listed by classification in Schedule "A" of this Agreement and who are located at the Goshen Plant at 1110 South Ninth Street, Goshen, Indiana.

**ARTICLE 1
RECOGNITION AND CHECK-OFF**

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

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

Section 3. The Employer agrees to deduct from the pay of all employees who have executed a valid authorization and who are covered by this Agreement dues, initiation fees and/or uniform assessments of the Union having jurisdiction over such employees and agrees to remit to said Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

Section 4. The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Local Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

Section 5. Both the Employer and the Union agree that they will not in any way discriminate against any employee or prospective employee, because of race, color, religion, sex, age, or national origin.

including where the employee bidding into a new position has greater seniority. The parties agree that the bidding employee assumes the risk of a change in vacation schedule due to the acceptance of a new position.

Effective January 1, 2000, vacation shall be on a calendar year basis. Employees shall be eligible for year 2000 vacation on January 1, 2000. (Example: If an employee's anniversary date is November 1, he shall be eligible for vacation November 1, 1999; in January, 2000, he shall be eligible for his vacation in the year 2000.)

7. PENSION

Effective October 29, 2012, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of One Hundred Twenty-Four Dollars and Eighty Cents (\$124.80) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective May 2, 2013, the Employer shall contribute to the Pension Fund the sum of One Hundred Thirty-Two Dollars and Thirty Cents (\$132.30) per week for each employee. Effective May 2, 2014, the Employer shall contribute to the Pension Fund the sum of One Hundred Forty Dollars and Twenty Cents (\$140.20) per week for each employee. Effective May 2, 2015, the Employer shall contribute to the Pension Fund One Hundred Forty-Eight Dollars and Sixty Cents (\$148.60) per week for each employee. Effective May 1, 2016, the Employer shall contribute to the Pension Fund One Hundred Fifty-Four Dollars and Fifty Cents (\$154.50) per week for each employee.

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, or the minimum number of weeks needed to guarantee a year's credit, whichever is smaller. If an employee is injured on the job, the Employer shall continue to make the required contributions until such employee returns to work, or the minimum number of weeks needed to guarantee a year's credit, whichever is the smaller; 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.

In the event that any seasonal/temporary employee works 1,000 hours or more in a twelve- (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 non-seasonal temporary employees. The hours worked after the effective date of the collective bargaining agreement (November 1, 2009) will be counted toward the 1,000 hour threshold.

In the event the Employer is required, by law, to make pension contributions in excess of the rates and dates stated herein, any wage increases or lump sum payments called for in this Agreement shall be null and void.

8. 401(K) SAVINGS PLAN

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

AGREEMENT

between

DAIRY FARMERS OF AMERICA, INC.

WINTHROP, MINNESOTA

and

MILK DRIVERS AND DAIRY EMPLOYEES UNION

LOCAL NO. 471

June 1, 2012

to

June 1, 2015

RECEIVED

NOV 05 2012

**CONTRACT
DEPARTMENT**

This Agreement is made this first day of June, 2012, by and between Dairy Farmers of America, Inc., Winthrop, Minnesota plant, hereinafter referred to as the Company, and the Milk Drivers and Dairy Employees Union, Local No. 471, hereinafter referred to as the Union.

This working agreement is intended to comply with all valid requirements of the Labor Management Relations Act and the Minnesota Labor relations Act and is subject to the provisions of said acts.

SECTION 1

A. RECOGNITION

The Company recognizes the Union as the exclusive collective bargaining agency of all workers of the Company at its Winthrop, Minnesota plant who fall within the job classifications set forth in this Agreement for the purpose of collective bargaining with respect to hours of labor, rate of pay and working conditions.

B. PRIORITY OF AGREEMENT

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.

C. NO DISCRIMINATION

The Company agrees that there shall be no discrimination against any employee because of membership of affiliation with the Union.

The Company and the Union agree that the Company is an equal opportunity employer and that employment, work assignments, upgrades, transfers, layoffs, reinstatement and all other matters affecting the employment relationship shall be made without regard to race, creed, color, national origin, sex or age, disability and Vietnam Era Veterans, in compliance with National and/or State Laws.

The use of the word he in this collective bargaining agreement is for convenience only and is to be read to include the feminine gender and neuter gender where appropriate.

D. NO STRIKE - NO LOCKOUT

Since adequate provisions have been made in this agreement for settlements 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, sympathy or otherwise, or slowdown on the part of the Union or employees.

E. DEDUCTION OF DUES

The Company agrees to honor and recognize signed authorization for deduction of union dues from the wages of the employees giving such signed authorization, provided however, that such authorization must be by their terms revocable by the employees after two years or the termination of this Agreement, whichever is earlier. Such authorizations shall provide for the deduction of union dues from the first paycheck of the employee giving such authorization in each month and such dues shall be remitted to the Union by the Company.

F. UNION SECURITY

Any employee covered by this Agreement after thirty (30) days of employment must become a member of the Union and remain a member as determined by the payment of dues during the period of time covered by this Contract.

SECTION 19

CALL IN AND CALL BACK PAY

Any regular employee called back for work shall be given either two (2) hours of work or two (2) hours pay. Employees called in to work prior to their regular scheduled shift will not receive the minimum two (2) hours pay; however, they will be permitted to work their regular scheduled shift in addition to the hours called in early unless they volunteer and are granted the right to leave at the end of eight (8) hours of work.

SECTION 20

WAGES

The rate of pay for all employees covered by this Agreement shall be stated in the schedule of job classifications and hourly rates of pay hereto attached and marked "Appendix A". Rates of pay in "Appendix A" are to be considered minimum rates. Nothing herein shall prevent the Company from paying to any employee a wage rate in excess of the minimum rate.

Applicable rates of pay listed in "Appendix A" shall be effective annually on the first day of the pay period closest to the anniversary date of this Agreement.

SECTION 21

PENSION PLAN

All eligible employees will have weekly pension payments to the Central States Pension Plan according to the following schedule:

<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>
\$132.30	\$137.60	\$143.10

SECTION 22

SUPERVISORS

A supervisor shall not do work covered under this Agreement except in an emergency or for instructions.

SECTION 23

HEALTH & WELFARE

Effective January 1, 2013, the Employer shall contribute to the Twin City Bakery Drivers Plan 6A Health and Welfare Fund (hereinafter referred to as the "Fund") on the following basis.

	DFA Contribution	Employee Contribution
Employee Only	\$ 95.93 per week	\$ 14.00 per week
Family	\$ 188.24 per week	\$ 14.00 per week

The total weekly contribution amount provided above may be changed from time to time by majority vote of the Trustees of the Fund. Any change in such contribution amount shall be effective the first day of the month following the month in which written notice is delivered to the Employer advising of such change. Contributions shall be paid to the Fund no later than ten (10) days after the period for which the contribution is due.

A G R E E M E N T

By and Between

DARLING INTERNATIONAL, INC.

AND

TRUCK DRIVERS LOCAL UNION NO. 299 & 406
Affiliated with the International Brotherhood of Teamsters

May 1, 2013 - April 30, 2016

RECEIVED

AUG 13 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, made and entered into by and between DARLING INTERNATIONAL, INC., located at 3350 Greenfield, Melvindale, Michigan, hereinafter referred to as the "Employer", party of the first part, and LOCAL UNION NO. 299, and 406, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, party of the second part, hereinafter referred to as the "Union".

WHEREAS, both parties are desirous of preventing strikes, and maintaining a uniform wage scale, working conditions and hours of employment of the Employer, and to facilitate peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees.

ARTICLE I **UNION SECURITY**

Section 1. The Union shall be the sole representative in the collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Appendices A, B, and C, who are working at the Employer's (L-299, Melvindale) and (L-406, Saginaw) Michigan plants.

Section 2. 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 proceedings, 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 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.

ARTICLE 2 **RECOGNITION, UNION SHOP AND DUES**

"Both parties agree not to enforce sections of the CBA until a time it becomes lawful to do so"

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 this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act.

Section 2. Probation: All present employees who are members of the Local Union on the effective date of this Agreement, or the date of execution of this Agreement,

Contract. An employee who was laid off because of lack of work and is not recalled to work within the aforementioned thirty (30) day period, is not entitled to the extra pay upon his/her return. Under no circumstances shall the extra pay referred to herein be construed to be holiday pay, nor shall it be considered as hours worked for weekly overtime.

ARTICLE 27
HEALTH AND WELFARE AND PENSION

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund (Plan 756) for each employee covered by this Agreement (hired prior to 5/1/13) who is on the regular seniority list a contribution of:

\$352.30 (Plan 756) per week - Effective as of May 1, 2013
\$387.75 (Plan 756) per week - Effective as of April 1, 2014
\$410.20 (Plan 756) per week - Effective as of April 1, 2015
MOB for one month until Agreement expiration on April 30, 2016

Each employee who is on the regular seniority list, and any employee hired after the effective date of this Agreement, shall reimburse the Employer through pre tax payroll deduction the following sums per week upon effective dates listed.

\$16.00 per week	Effective May 1, 2013
\$18.00 per week	Effective May 1, 2014
\$20.00 per week	Effective May 1, 2015 to expiration of Agreement

The above listed employee reimbursements are to offset the weekly cost of premiums for the term of this Agreement.

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund (Plan 734) for each employee covered by this Agreement (hired after to 5/1/13) who is on the regular seniority list a contribution of:

\$308.40 (Plan 734) per week - Effective as of May 1, 2013
\$330.50 (Plan 734) per week - Effective as of April 1, 2014
\$347.10 (Plan 734) per week - Effective as of April 1, 2015
MOB for one month until Agreement expiration on April 30, 2016

All payments into the Welfare Fund must be made by the tenth (10th) of each calendar month to the JPMorgan Chase Bank, N.A., which bank has been depository for the Michigan Conference of Teamsters Welfare Fund.

The Employer agrees to continue contributions on behalf of a participant whose absence from the job is due to military duty for the first four (4) weeks following the week in which military duty commenced.

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 a contribution of:

\$285.00 per week	Effective as of May 1, 2013
\$296.40 per week	Effective as of May 1, 2014
\$308.30 per week	Effective as of May 1, 2015

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 made payable to Central States – Account #7000 and mailed to Mellon Bank, Central States Funds, Dept. 10291, Palatine, Illinois, 60055-0291, 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 twelve (12) months.

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 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 monthly period, in the payment of his/her contribution to the Health and Welfare and Pension Funds, in accordance with the Rules and Regulations of the Trustee 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 therefrom.

A G R E E M E N T

By and Between

DARLING INTERNATIONAL, INC.

AND

TRUCK DRIVERS LOCAL UNION NO. 299 & 406
Affiliated with the International Brotherhood of Teamsters

May 1, 2013 - April 30, 2016

RECEIVED

AUG 13 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, made and entered into by and between DARLING INTERNATIONAL, INC., located at 3350 Greenfield, Melvindale, Michigan, hereinafter referred to as the "Employer", party of the first part, and LOCAL UNION NO. 299, and 406, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, party of the second part, hereinafter referred to as the "Union".

WHEREAS, both parties are desirous of preventing strikes, and maintaining a uniform wage scale, working conditions and hours of employment of the Employer, and to facilitate peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees.

ARTICLE I UNION SECURITY

Section 1. The Union shall be the sole representative in the collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Appendices A, B, and C, who are working at the Employer's (L-299, Melvindale) and (L-406, Saginaw) Michigan plants.

Section 2. 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 proceedings, 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 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.

ARTICLE 2 RECOGNITION, UNION SHOP AND DUES

"Both parties agree not to enforce sections of the CBA until a time it becomes lawful to do so"

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 this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act.

Section 2. Probation: All present employees who are members of the Local Union on the effective date of this Agreement, or the date of execution of this Agreement,

Contract. An employee who was laid off because of lack of work and is not recalled to work within the aforementioned thirty (30) day period, is not entitled to the extra pay upon his/her return. Under no circumstances shall the extra pay referred to herein be construed to be holiday pay, nor shall it be considered as hours worked for weekly overtime.

ARTICLE 27 HEALTH AND WELFARE AND PENSION

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund (Plan 756) for each employee covered by this Agreement (hired prior to 5/1/13) who is on the regular seniority list a contribution of:

\$352.30 (Plan 756) per week - Effective as of May 1, 2013
\$387.75 (Plan 756) per week - Effective as of April 1, 2014
\$410.20 (Plan 756) per week - Effective as of April 1, 2015
MOB for one month until Agreement expiration on April 30, 2016

Each employee who is on the regular seniority list, and any employee hired after the effective date of this Agreement, shall reimburse the Employer through pre tax payroll deduction the following sums per week upon effective dates listed.

\$16.00 per week	Effective May 1, 2013
\$18.00 per week	Effective May 1, 2014
\$20.00 per week	Effective May 1, 2015 to expiration of Agreement

The above listed employee reimbursements are to off set the weekly cost of premiums for the term of this Agreement.

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund (Plan 734) for each employee covered by this Agreement (hired after to 5/1/13) who is on the regular seniority list a contribution of:

\$308.40 (Plan 734) per week - Effective as of May 1, 2013
\$330.50 (Plan 734) per week - Effective as of April 1, 2014
\$347.10 (Plan 734) per week - Effective as of April 1, 2015
MOB for one month until Agreement expiration on April 30, 2016

All payments into the Welfare Fund must be made by the tenth (10th) of each calendar month to the JPMorgan Chase Bank, N.A., which bank has been depository for the Michigan Conference of Teamsters Welfare Fund.

The Employer agrees to continue contributions on behalf of a participant whose absence from the job is due to military duty for the first four (4) weeks following the week in which military duty commenced.

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 a contribution of:

\$285.00 per week	Effective as of May 1, 2013.
\$296.40 per week	Effective as of May 1, 2014
\$308.30 per week	Effective as of May 1, 2015

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 made payable to Central States – Account #7000 and mailed to Mellon Bank, Central States Funds Dept. 10291, Palatine, Illinois, 60055-0291, 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 twelve (12) months.

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 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 monthly period, in the payment of his/her contribution to the Health and Welfare and Pension Funds, in accordance with the Rules and Regulations of the Trustee 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 therefrom.

AGREEMENT

BETWEEN

**DARLING INTERNATIONAL, INC.
DRIVERS AGREEMENT**

AND

**TEAMSTERS TRUCK DRIVERS UNION, LOCAL NO. 407
(INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN & HELPERS OF AMERICA)**

EFFECTIVE AUGUST 7, 2010 THROUGH AUGUST 6, 2014

RECEIVED

AUG 18 2011

**CONTACT
DEPARTMENT**

This agreement, made and entered into by and between Darling International Inc., a Corporation (hereinafter referred to as the Employer), party of the first part, and TEAMSTERS TRUCK DRIVERS UNION, LOCAL NO. 407 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter referred to as the Local), party of the second part.

WITNESSED

WHEREAS, the Employer, a Corporation, is engaged in Rendering Industry within and from the City of Cleveland, Ohio; and

WHEREAS, the Local is a voluntary organization composed of men employed in the Rendering Industry as Truck Drivers and Helpers, some of whom are employed by the Employer, and

WHEREAS, the above parties desire to stabilize employment in the said industry, to agree upon wage rates, standards and conditions of employment, and 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 Rendering 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 arbitration of grievances and disputes.

NOW 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, hereby agree as contained herein.

ARTICLE 13

Section 1. PENSION FUND

The Employer shall pay into the Central States Southeast and Southwest Area Pension Fund as follows:

Central States Pension Contributions

August 7, 2010	232.70
August 7, 2011	246.70
August 7, 2012	259.00
August 7, 2013	269.40

Section 2. CONTRIBUTIONS

(a) An employee must be on the working payroll for a period of thirty (30) days before he is eligible, and for such thirty (30) day working period, no payments shall be paid.

(b) The Employer will only be required to pay one (1) weekly payment for each employee for any one (1) calendar week.

(c) When an employee is entitled to vacation pay and he is on vacation, the Employer shall pay the weekly contribution for such employee on vacation.

(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. 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 eight (8) months. 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 Health and Welfare Fund for the period of the leave of absence. On permanent layoff, the Employer shall contribute for four (4) weeks following the employee's termination.

Section 3. DELINQUENT EMPLOYERS

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 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, Truck Drivers Union Local 407 shall have the right, after seventy-two (72) hours written notice, to take such action as they deem necessary,

AGREEMENT

THIS AGREEMENT made and entered into this 15th day Of December, 2014, by and between DARLING INGREDIENTS INC. (as to its Mason City, Illinois operation), (hereinafter referred to as the "Company") and TEAMSTERS, CHAUFFEURS, WAREHOUSE AND HELPERS LOCAL UNION NO. 627, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "Union").

WITNESSETH THAT:

ARTICLE 1 RECOGNITION

Section 1. The Company agrees to, 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.

Section 2. The term "employee" as used in this agreement shall include drivers and 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.

ARTICLE 2 PURPOSE OF AGREEMENT

Section 1. It is the intent and purpose of the parties hereto that this Agreement shall improve the industrial and economic relationship between the Company and the Union and set forth herein rates of pay, hours of work and working conditions of employment to be observed between the parties hereto.

ARTICLE 15
PENSION FUND

Section 1. Effective December 15, 2014, 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. Effective December 15, 2015, said sum shall be increased to One Hundred Forty-Eight Dollars and Eighty Cents (\$148.80) per week. Effective December 15, 2016, said sum shall be increased to One Hundred Fifty-Four Dollars and Eighty Cents (\$154.80) 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. 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.

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. 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.

Page 22
ARTICLE 28
TERMINATION

This Agreement shall be in full force and effect from the date hereof until December 15, 2017, and thereafter from year to year unless at least sixty (60) days prior to December 15, 2017, or at least sixty (60) days prior to December 15 of any succeeding year either party gives written notice to the other of termination, in which this agreement shall terminate on the December 15 next following the giving of such notice.

DARLING INGREDIENTS INC.

TEAMSTERS, CHAUFFEURS, WAREHOUSE
AND HELPERS LOCAL UNION NO. 627

Redacted by U.S. Treasury

BY

Redacted by U.S. Treasury

BY

RECEIVED
DEC 26 2014
CONTRACT
DEPARTMENT

AGREEMENT BETWEEN
DARLING INTERNATIONAL, INC., Indianapolis,
Indiana, herein called the 'Company' or 'Employer', and
the CHAUFFEURS, TEAMSTERS WAREHOUSEMEN
AND HELPERS LOCAL UNION NO. 135, affiliated with
the INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
herein called the 'Union,'

FOR THE PERIOD

MAY 2, 2014 - MAY 1, 2016

RECEIVED

OCT 01 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement by and between DARLING INTERNATIONAL, INC., Indianapolis, Indiana, herein called the 'Company' or 'Employer' and the CHAUFFEURS, TEAMSTERS WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 135, herein called the 'Union'.

FOR THE PERIOD
MAY 2, 2014 – MAY 1, 2016

WHEREAS, it is the desire of both parties to effect continuous and uninterrupted operation of the Company's plant and orderly bargaining relations between the Company and the Union, improve productivity, establish equitable wage scales, working conditions and other terms of employment and facilitate peaceful adjustment of all grievances which may arise from time to time between the Company and its employees;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - RECOGNITION AND UNION SECURITY

SECTION 1: The Company agrees to recognize the Union, its agents, representatives or successors as the exclusive representative and collective bargaining agreement for all truck drivers and mechanics at the Company's Indianapolis, Indiana facility, including the unit presently domiciled in Plymouth, Indiana, but not including management employees, office clericals, plant production employees, guards and supervisors as defined in the National Labor Relations Act.

SECTION 2: (a) The Company 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 representative of the Union.

(b) The Company 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 Company interfere with, restrain, coerce, or discriminate in any way against any of its employees in connection with their membership or non-membership in the Union.

(c) The Company recognizes that all of its employees are deriving benefit from the collective bargaining efforts of the Union under this Agreement.

(d) New employees shall be employed only on a sixty (60) day trial basis, during which time they shall either be dismissed without recourse, or at the end of the sixty (60) day period, placed on the regular seniority list. It is understood, however that this clause shall not be used to defeat the provisions of this Agreement, or to prevent competent and qualified employees from gaining the status of a regular employee.

sufficient monies to pay the required contributions into the Benefits Fund during the period of absence.

Contributions to the Benefits Fund must be made for each week on each regular employee in the bargaining unit covered by the Agreement even though such employee may work only part-time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, except during the periods where such employee is required by contract or law to cover such employee under some other health and welfare fund of the Employer. 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 any employer is delinquent at the end of a period in the payment of his contribution to the Benefits Fund created under this Agreement, without good cause, 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 to the Employer of such delinquency in Health and Welfare payments, the Local Union or Area Conference 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 losses resulting therefrom.

By the execution of this Agreement the Employer authorizes the employers who are signatories to collective bargaining agreements necessary for administration of such Fund, to designate the Employer Trustee under such trust agreements, hereby waiving all notice thereof and ratifying all actions taken or to be taken by such trustees within the scope of their authority.

ARTICLE XVI - PENSIONS

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, the following weekly rates:

Effective May 2, 2014	\$140.20
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Effective May 2, 2015	\$148.60
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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 agreements to which employers who are party to this Agreement 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 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 behalf of all full-time 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, except where the Employer is required, by contract or law, to cover such employee 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.

ARTICLE XVII - 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 XVIII - TIME OFF TO VOTE

On election days in which national, city, state or Union officials are to be nominated or elected, employees shall be given one (1) hour of with pay. However, employees may take time off up to three (3) additional hours without pay, except for Union elections. It is understood that employees taking time off are to be registered and eligible voters and provided further that the Company may specify the hours during which such employee may absent himself. However, an employee shall be paid only providing he actually votes. If he takes time off for voting and is paid for one (1) hour voting time but does not, in fact, vote, such fact shall be grounds for discharge from employment.

ARTICLE XIX - BONDS

Should the Employer require that employees be bonded, 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, he 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 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 of its employees in similar classifications, any excess premium to be paid by the employee. Cancellation of a bond after once issued shall be cause for disqualification from the run requiring a bond.

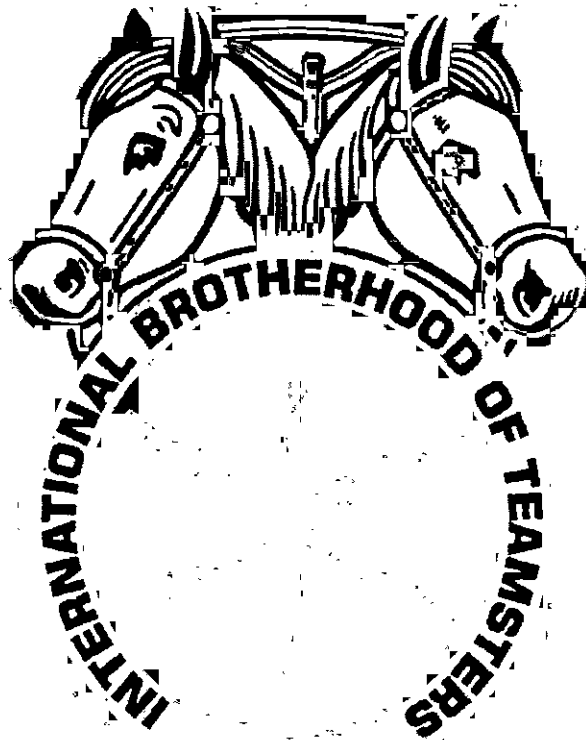
ARTICLE XX - INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to those areas within the Employer's establishment where employees in the bargaining unit covered by this Agreement work during

DARLING INTERNATIONAL, INC.

AND

TEAMSTERS LOCAL UNION NO. 371



**EFFECTIVE MAY 1, 2013
THROUGH MAY 1, 2016**

RECEIVED

AUG 26 2013

CONTRACT

37.6.62

PREAMBLE

This Agreement is entered into by and between **Darling International Inc.**, hereinafter referred to as the "Employer" or the "Company" and **TEAMSTERS LOCAL UNION NO.371**, Affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

ARTICLE 1 – RECOGNITION

The Union shall be the sole representative of all classifications of employees in collective bargaining with the Employer, excluding clerical, supervisory employees and non-working foremen.

ARTICLE 2 – UNION SECURITY

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 31st day following the beginning of their employment or on and after the 31st day following the effective date of this Subsection, whichever is later.

The Employer shall notify the Union when new, casual, temporary or permanent employees are to be hired. The Union shall have the right to send applicants for the job or jobs, and the Employer agrees to interview such applicants and to give the same interview considerations to Union-sent applicants as is given to applicants from other sources. The final hiring decision shall be the Employers.

ARTICLE 3 – CHECK-OFF

The Employer agrees that, upon written assignment by the employee, to deduct from the last pay of each month the Union dues and assessments for the next month and to promptly remit the same to the duly designated officials of the Union. The Union shall furnish the Employer statements, signed by each employee who is a Union member, authorizing deductions to be made in compliance with this Article.

ARTICLE 4 – JOB STEWARDS

The Employer recognizes the right of the Union to designate a job steward to take care of such Union business as may be designated by the Union Executive Board. Job stewards shall take care of Union business only while off duty.

ARTICLE 17 – PENSION PLAN

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 ninety (90) days or more as follows:

Effective May 1, 2013 the sum of ninety five dollars and twenty cents (\$95.20) per week.

Effective May 1, 2014 the sum of one hundred dollars and ninety cents (\$100.90) per week.

Effective May 1, 2015 the sum of one hundred and seven dollars (\$107.00) per week.

Section 2.

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

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. The Company agrees to conform to the Family and Medical Leave Act of 1993.

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 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. The provisions of this paragraph shall not cover employees who work either temporarily or in cases of emergency under the terms of this Agreement.

**SUPPLEMENTAL AGREEMENT
TO THE NATIONAL MASTER FREIGHT AGREEMENT
AND
CENTRAL STATES LOCAL CARTAGE SUPPLEMENTAL
AGREEMENT**

Dated for the period of April 1, 2013 through March 31, 2016.

*W. N. Dault
Transfer Lines, Inc.
LOCAL 662*

This Supplemental Agreement has been entered into by and between W.N. Dault Transfer Lines, Inc., hereinafter referred to as the "Employer and General Teamsters Union Local 662, affiliated with the International Brotherhood of Teamsters referred to as the "Union" and agree to be bound by the terms and provisions of this Agreement with the following modifications:

ARTICLE 51. VACATIONS

Employees who have worked sixty per cent (60%) or more of the total working days during any twelve (12) month period shall receive vacations and vacation pay as follows:

One year of employment	One (1) week
Two years or more	Two (2) weeks
Ten years or more	Three (3) weeks
Twenty years or more:	Four (4) weeks

Vacation pay shall be computed on the basis of forty (40) hours straight-time pay for each week of vacation for which the employee is eligible. Straight time pay shall mean the hourly rate paid to all unit employees during each week the individual employee is actually on vacation.

RECEIVED

JUN 10 2013

**CONTRACT
DEPARTMENT**

to work; however, contributions shall not be paid for a period of more than twelve (12) months.

If the employee is laid off, the Employer shall pay the required contributions for the week in which the lay-off occurred.

When an employee is absent from work for any reason, the Employer shall notify the CENTRAL STATES SOUTHEAST AND SOUTHWEST HEALTH & WELFARE FUND within fifteen (15) days after the employee ceases to work as to the reason for said absence and the date last worked.

Employees covered by this agreement shall reimburse the employer for an amount equal to ten percent (10%) of the weekly contribution rates set forth above, by way of pre-taxed payroll deductions. The Employer shall be responsible for the full contribution regardless of whether the Employer can collect from the employees.

When an Employee is absent from work for any reason, the Employer shall notify the CENTRAL STATES SOUTHEAST AND SOUTHWEST HEALTH & WELFARE FUND within fifteen (15) days after the Employee ceases to work as to the reason for said absence and the date last worked.

The Employer does hereby agree to be bound by the Trust Agreement and amendments thereof which establish and govern the CENTRAL STATES SOUTHEAST AND SOUTHWEST HEALTH & WELFARE FUND.

Action for delinquent contributions may be instituted by either the Local Union or the Trustees of the Fund. The employer shall pay all costs, including attorney fees related to the collection of delinquent contributions. A delinquent contribution is a contribution that is not paid by the due date established by the Trustees of the Fund.

The parties agree that in the event an individual employed on a casual basis works 1000 hours or more in a calendar year, he/she will be considered a regular employee for purposes of participation in the Central States Southeast and Southwest Areas Health & Welfare Fund and all hours worked by him/her thereafter (for the remainder of that year and all subsequent years), will require contribution to the Central States Southeast and Southwest Areas Health & Welfare Fund in the same manner and amount as required by this contract for regular employees.

ARTICLE 55. PENSION

Effective April 1, 2013, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund, the following minimum rates:

2066000-0101-00662A (Paul Sinicky)

April 1, 2013 April 1, 2014 April 1, 2015

April 1, 2016

April 1, 2017

\$200.80(4%) \$108.80 (4%) \$217.20 (4%) \$225.90(4%) \$234.90(4%)

2066000-0101-00662B (former employees of Paul's Cartage)

April 1, 2013	April 1, 2014	April 1, 2015	April 1, 2016	April 1, 2017
\$156.20(8%)	\$168.70 (8%)	\$182.20 (8%)	\$196.80(8%)	\$212.50(8%)

Contributions shall be made for all new hires beginning 30 days after hire date for each week in which a regular part-time or full-time employee performs any work and/or receives any payment for hours worked, show-up time, vacation and holidays; even though the covered employee may work only part-time during such week under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this agreement. One employee, James Ferron, has declined pension benefits and contributions are not required to be made on his behalf.

The parties agree that in the event an individual employed on a casual basis works 1000 hours or more in a calendar year, he/she will be considered a regular employee for purposes of participation in the Central States Southeast and Southwest Areas Pension Fund and all hours worked by him/her thereafter (for the remainder of the year and all subsequent years), will require contributions to the Central States Southeast and Southwest Areas Pension Fund in the same manner and amount as required by this contract for regular employees.

Effective: July 31, 2010

Expiration: July 30, 2015

AGREEMENT

This Agreement made and entered into as of the 31st day of July, 2010 in the City of Toledo, County of Lucas, State of Ohio, by and between WILLIS DAY STORAGE CO., (MERCHANDISE DIVISION), hereinafter called the "Employer" or the "Company," and the TEAMSTERS UNION LOCAL NO. 20, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, 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 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 of the employees of the Company except supervisory employees.

Section 1.2 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 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 its employees in connection with their membership in the Union.

ARTICLE 2 MANAGEMENT RIGHTS

Section 2.1 Except as specifically limited by this Agreement, the management of the business in all its phases and details, including scheduling of hours, methods of handling manufacturing and distribution shall remain vested in the Company. The rights of the Company

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ARTICLE 20
THE CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION PLAN

Section 20.1 Effective July 31, 2010, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred nineteen dollars and thirty cents (\$119.30) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective July 31, 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 July 31, 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 July 31, 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 July 31, 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.

Section 20.2 By the execution of this Agreement, the Employer authorizes the Employer's 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 hereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 20.3 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. 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 20.4 Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the of the period in 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 collection.

ARTICLE 21 FUNERAL LEAVE

Section 21.1 In case of death of mother, mother-in-law, father, father-in-law, brother, sister, husband, wife or child, the Company will grant a leave of absence with pay from the day of death until and including day of funeral, not to exceed five (5) working days. In case of death of brother-in-law or sister-in-law, grandparents or grandchild, the day of the funeral will be allowed, providing the employee attends the funeral.

ARTICLE 22 LIQUIDATION OR REMOVAL OF BUSINESS

Section 22.1 The Company shall notify its employees and the Union sixty (60) days prior to either the liquidation or removal of its business. Any employee who is working at the time such notice of liquidation or removal of business is given shall continue working during such sixty (60) day period or shall be given one (1) day's pay at his base hourly wage rate for each work day during such sixty (60) day period which he does not work by reason of such liquidation or removal of business.

ARTICLE 25
SEPARABILITY

Section 25.1 If any provisions of this Agreement shall be held invalid or are in conflict with any federal or state law, the remainder of this Agreement shall not be affected thereby, and the Company and the Union will negotiate necessary revisions in this Agreement to bring it into compliance with the applicable provisions of the law. If the parties fail to reach an agreement as to such a revision, a party, providing the notices and conditions of Article 27 (Termination of Agreement) have been first given and fulfilled, may take economic or legal action to enforce its position as to the subject in dispute but not as to any others.

ARTICLE 26

Section 26.1 The Company shall have the right to use outside casual labor, the only limitation on this right is that the Company will not use casual labor more than three (3) days per week nor eight (8) days per month.

ARTICLE 27
DURATION OF AGREEMENT

Section 26.1 This Agreement shall become effective upon ratification and shall remain in effect through July 30, 2015 and each year thereafter unless written notice of termination or desired modification is given at least sixty (60) days prior to July 30, 2015, or July 30 of any subsequent year when timely notice is not given. In the event the parties are unable to reach agreement on the terms of a new agreement by July 30, 2015, or July 30, of any subsequent year when timely notice is not given, the terms of this Agreement shall remain in effect until a new agreement is reached or until ten (10) days after one party serves written notice upon the other party of its intent to terminate the contract.

Effective: July 31, 2010

Expiration: July 30, 2015

AGREEMENT

This Agreement made and entered into as of the 31st day of July, 20010, in the City of Toledo, County of Lucas, State of Ohio, by and between WILLIS DAY MOVING AND STORAGE CO., (FREIGHT DIVISION), hereinafter called the "Employer" or the "Company," and the TEAMSTERS UNION LOCAL NO. 20, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, 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 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 of the employees of the Company except supervisory employees.

Section 1.2 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 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 its employees in connection with their membership in the Union.

An employee will become eligible for benefits on the first day of the month following the month the Employer first makes contributions to the Plan on the employee's behalf. For example, one (1) day worked in January provides February coverage.

Section 19.2 In the event an employee enters the bargaining unit after June 30, 2010, the parties will re-open negotiations for health insurance benefits which shall apply to all newly hired bargaining unit members. This re-opener provision will cease to have effect once the first employee is hired and the health insurance benefits are negotiated pursuant to this section.

ARTICLE 20
THE CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION PLAN

Section 20.1 Effective July 31, 2010, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred eighty seven dollars and sixty cents (\$187.60) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective July 31, 2011, the weekly contribution shall be increased to one hundred ninety eight dollars and ninety cents (\$198.90) per week. Effective July 31, 2012, the weekly contribution shall be increased to two hundred eight dollars and ninety cents (\$208.90) per week. Effective July 31, 2013, the weekly contribution shall be increased to two hundred seventeen dollars and thirty cents (\$217.30) per week. Effective July 31, 2014, the weekly contribution shall be increased to two hundred twenty six dollars and no cents (\$226.00) per week.

Section 20.2 By the execution of this Agreement, the Employer authorizes the Employer's 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 actions already taken or to be taken by such Trustees within the scope of their authority.

Section 20.3 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. 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 20.4 Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of the period in 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.

ARTICLE 21 FUNERAL LEAVE

Section 21.1 In case of death of mother, mother-in-law, father, father-in-law, brother, sister, husband, wife or child, the Company will grant a leave of absence with pay from the day of death until and including day of funeral, not to exceed five (5) working days. In case of death of brother-in-law or sister-in-law, grandparents or grandchild, the day of the funeral will be allowed, providing the employee attends the funeral.

ARTICLE 22 LIQUIDATION OR REMOVAL OF BUSINESS

Section 22.1 The Company shall notify its employees and the Union sixty (60) days prior to either the liquidation or removal of its business. Any employee who is working at the time such notice of liquidation or removal of business is given shall continue working during such

ARTICLE 24
MAINTENANCE OF STANDARDS

Section 24.1 The Employer agrees that all conditions of employment in his individual operations relating to hours of work, overtime differentials and general working conditions which are placed in effect after the signing of this Agreement shall be maintained at the highest minimum standards then so established, and the 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 the Agreement if such error is corrected within ninety (90) days from the date of error.

ARTICLE 25
SEPARABILITY

Section 25.1 If any provisions of this Agreement shall be held invalid or are in conflict with any federal or state law, the remainder of this Agreement shall not be affected thereby, and the Company and the Union will negotiate necessary revisions in this Agreement to bring it into compliance with the applicable provisions of the law. If the parties fail to reach an agreement as to such a revision, a party, providing the notices and conditions of Article 26 (Termination of Agreement) have been first given and fulfilled, may take economic or legal action to enforce its position as to the subject in dispute but not as to any others.

ARTICLE 26
TERMINATION OF AGREEMENT

Section 26.1 This Agreement shall become effective upon ratification and shall remain in effect through July 30, 2015 and each year thereafter unless written notice of termination or desired modification is given at least sixty (60) days prior to July 30, 2015, or July 30 of any subsequent year when timely notice is not given. In the event the parties are unable to reach

agreement on the terms of a new agreement by July 30, 2015, or July 30, of any subsequent year when timely notice is not given, the terms of this Agreement shall remain in effect until a new agreement is reached or until ten (10) days after one party serves written notice upon the other party of its intent to terminate the contract.

IN WITNESS WHEREOF, the parties hereto have signed and executed this and several other copies hereof, this _____ day of _____, 2010

WILLIS DAY MOVING AND
STORAGE COMPANY
(FREIGHT DIVISION)

Redacted by U.S. Treasury

TEAMSTERS UNION LOCAL NO. 20
affiliated with the INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

Redacted by U.S. Treasury

OCT 21 2010

DEPARTMENT

AGREEMENT

BETWEEN

**DEAN DAIRY HOLDINGS, L.L.C.,
(d/b/a Dean Illinois Dairies, L.L.C. – Harvard, Huntley, Rockford Fluid,
and Franklin Park, Illinois)**

AND

**DAIRY EMPLOYEES UNION
LOCAL 754**

MAY 1, 2012 THROUGH AND INCLUDING APRIL 25, 2015

RECEIVED

NOV 12 2013

**CONTRACT
DEPARTMENT**

FLUID MILK AGREEMENT

Entered into this 1st day of May, A.D., 2012, between Dean Dairy Holdings, L.L.C., (d/b/a Dean Illinois Dairies, L.L.C. – Harvard, Huntley, Rockford Fluid, and Franklin Park, Illinois), its successors and assigns, party of the first part, hereinafter called the Employer and the Dairy Employees Union, Local 754, affiliated with the I.B. of T., party of the second part, hereinafter called the Union.

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to promote continued harmonious industrial and economic relationships between the Company and the employees to cooperate for the operation of the plant under methods which will further, to the fullest extent possible, the safety and welfare of all employees, the cleanliness of the plant, product and property; to provide an orderly bargaining procedure to secure a prompt and fair disposition of grievances; and to set forth basic principles covering conditions of employment, hours of work and rates of pay.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL CONVENANTS HEREIN CONTAINED, it is agreed as follows:

ARTICLE 1 - UNION SHOP, DUES AND RECOGNITION

A. The Union is recognized as the representative for all employees in the classification covered by this Agreement for this Employer and all other signatories to this Fluid Milk Contract, and who perform any work in the job classifications listed in the Scale of Wages set forth in this Agreement, or any of the job tasks involved in such classifications, including without limitation, (1) any clerical work, both in the office or in the plant, including, but not limited to, pricing, billing, issuing credit returns, filing, typing, keeping records, operating switchboard, handle telephone complaints, handle records of customer quits, bookkeepers, general clerks or chief clerks, (The Collective Bargaining Agreement(s), both past and current, recognize only the employees who perform bargaining unit work in the Cooler Department, in the Janitor Classification, and in the Key Punch Department, at the Franklin Park, Illinois location, as the bargaining unit employees covered under the Collective Bargaining Agreement(s). All other Departments, and employees, at the Franklin Park, Illinois location are not part of the past and /or current bargaining unit, and are not covered by any previous or by the current Collective Bargaining Agreement(s).) (2) and any general dairy work, including, but not limited to, checking, work on platform, bottlewashers, clean-up persons, janitors, garage workers (excepting mechanics) and other miscellaneous work, (3) any employee engaged in receiving, packing, shipping, loading, unloading or processing of milk, cream, butter, cheese and related products and imitations and/or substitutes thereof, or in the pasteurizing, refrigeration, checking, testing, inspecting, homogenizing, standardizing or

ARTICLE 14 - MILITARY CLAUSE

Any employee who is called or volunteers for active or training service in the Armed Forces of the United States, shall be entitled to all reemployment rights in accordance with the requirements of the Veteran's Re-Employment Laws.

ARTICLE 15 - PENSION PLAN

A. The Employer shall make contributions and be bound during the term of this Agreement to a Pension Plan, known as the Central States, Southeast & Southwest Areas Pension Plan.

B. Other than for any summer/seasonal employee(s), pension contributions will be remitted to the Central States Pension Fund, on behalf of any employee covered by this collective bargaining agreement (CBA), starting at the beginning of the first full week, following sixty (60) calendar days of employment, and such pension contributions will be remitted for all compensated periods, including paid vacation, paid holidays, and actual time worked. Pension contributions will not be made to the Pension Fund on behalf of summer/seasonal employee(s), other than as required by the following paragraph.

In the event that any summer/seasonal employee (summer/seasonal employee(s) hired to work in accordance with the provisions of Article 28 [Summer Hires]), works 1,000 hours or more in a calendar year, pension contributions will be required on the employee thereafter, for the remainder of that calendar year, and all subsequent consecutive calendar years in which the employee works without a break in service, in the same manner, and amount, as required by this collective bargaining agreement for non summer/seasonal employees.

In regard to a "summer/seasonal" employee(s), who is subsequently hired as a "regular full-time" employee, the "calendar day time period" he/she worked, during the "summer/seasonal period" immediately preceding his/her hiring (as a regular full-time employee) shall be counted toward the sixty (60) days referenced in the first paragraph of this Section (B).

C. Effective May 1, 2007, the contribution to the Central States Southeast & Southwest Areas Pension Fund shall be ninety-one dollars and eighty cents (\$91.80) per week (Benefit 15C).

Effective May 1, 2008, the contribution to the Central States Southeast & Southwest Areas Pension Fund shall be ninety-nine dollars and ten cents (\$99.10) per week (Benefit 15C).

Effective May 1, 2009, the contribution to the Central States Southeast & Southwest Areas Pension Fund shall be one hundred seven dollars (\$107.00) per week (Benefit 16).

Effective May 1, 2010, the contribution to the Central States Southeast & Southwest Areas Pension Fund shall be one hundred fifteen dollars and sixty cents (\$115.60) per week (Benefit 16).

Effective May 1, 2011, the contribution to the Central States Southeast & Southwest Areas Pension Fund, shall be one hundred twenty-four dollars and eight cents (\$124.80) per week (Benefit 16).

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 5-1-12 – Increase by \$7.50/wk from \$124.80 to \$132.30 per wk.

Effective 5-1-13 – Increase by \$5.30/wk from \$132.30 to \$137.60 per wk

Effective 5-1-14 – Increase by \$5.50/wk from \$137.60 to \$143.10 per wk.

D. If hurt on the job, the Employer shall make the contribution for twelve (12) months.

E. Employees to provide the Company with thirty (30) calendar days notice of their intent to retire from the Company.

F. Employees may participate in the Dean Foods Union 401(k) Plan (the "Plan"). The employee's participation in the Plan shall be subject to its terms, including any amendments during the life of the Agreement.

The Company will match forty (40%) of every dollar contributed by the employee, as a salary deferral contribution, up to six percent (6%) of the employee's annual pay. The employee may elect to contribute an additional amount, up to the amount allowed by the Plan, but with no Company match for any contributions, in excess of the first six percent (6%).

The eligibility waiting period for the 401(k) Plan for newly hired employees, shall be the first (1st) of the month following a sixty (60) calendar day period, from the employee's date of hire.

ARTICLE 16 - HEALTH AND WELFARE PLAN

A. The Employer agrees to make contributions to the Central States, Southeast and Southwest Areas Health & Welfare Fund, specifically for all employees of the Employer who are covered by these Articles of Agreement.

B. The detailed basis, on which such life insurance and accidental death insurance, accident and health, surgical, hospital and maternity benefits and other pertinent provisions, have been specified in a written agreement entitled Modified Benefit Plan C4.

FINAL

ADDENDUM TO THE CENTRAL STATES

AREA MASTER DAIRY AGREEMENT

BETWEEN

DEAN FOODS COMPANY

AND TEAMSTERS LOCAL UNION NO. 26

RECEIVED

APR 14 2010

CONTRACT
DEPARTMENT

EFFECTIVE: DECEMBER 1, 2009 THROUGH AND INCLUDING NOVEMBER 30, 2014

In compliance with Article 19, Section 19.1 of the Central States Area Master Dairy Agreement between Dean Foods Company and Chauffeurs, Teamsters and Helpers, Local No. 26, the following additional terms and provisions have been agreed to by the Company and the Union.

ARTICLE 1 - DESCRIPTION OF UNIT

This addendum covers wholesale milk drivers working in the jurisdictional area of Local 26.

ARTICLE 2 - SENIORITY

In recognition of seniority provisions of the Central States Area Master Dairy Agreement, Article 5, the parties do hereby choose to apply said provisions as follows:

- 1) Wholesale milk drivers on a Company-wide basis at their Champaign, Decatur, and Springfield, Illinois branches;
- 2) A new employee shall be employed on a ninety (90) calendar day trial basis, during which period he/she may be disciplined or 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. Upon successful completion of the ninety (90) calendar day probationary period, the employee shall be deemed to be an employee covered by the terms of this Agreement, and the employee shall be placed on the regular seniority list and his/her seniority shall date from his/her most recent hire date. After thirty (30) calendar days, probationary employees will be covered by the Union Shop, the Pension and the Health and Welfare articles of the Agreement.

ARTICLE 4 - PENSION PLAN

- 20 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 11-29-09 - Increase by \$7.30/wk from \$104.20 to \$111.50 per wk
Effective 11-28-10 - Increase by \$7.80/wk from \$111.50 to \$119.30 per wk,
Effective 12-04-11 - Increase by \$7.20/wk from \$119.30 to \$126.50 per wk
Effective 12-02-12 - Increase by \$6.30/wk from \$126.50 to \$132.80 per wk,
Effective 12-01-13 - Increase by \$5.30/wk from \$132.80 to \$138.10 per wk.

By the execution of this Agreement, the Company authorizes the Employer's association which is a party to the Central States Area over-the-road motor freight agreement to enter into the appropriate trust agreement necessary for the administration of such funds, and to designate the Employer trustees under such agreement, hereby waiving all notices thereof and ratification of 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 six (6) 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 desires to continue to be covered under said pension plan, he/she shall furnish the Company, 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.

It is understood and agreed the Company's liability in regard hereto is limited to the payment of the weekly contributions for each regular employee covered by this addendum.

- (B) Employees may participate in the Dean Food's Union 401(K) Plan (the "Plan"). The employees' participation in the Plan shall be subject to its terms, including any amendments, during the life of this Agreement.

The Company will match twenty five percent (25%) of every dollar contributed by the employee as a salary deferral contribution, up to six percent (6%) of the employee's annual pay. The employee may elect to contribute an additional amount, up to the amount allowed by the Plan, but with no Company match for any contributions in excess of the first six percent (6%).

The eligibility waiting period for the 401(K) Plan, for newly hired employees, shall be the first day of the month following a sixty (60) calendar day period from the employee's date of hire.

ARTICLE 5 - VACATIONS

- (A) The vacation year shall be the calendar year. There will be no vacation carry over from the previous calendar year. Any vacation not taken in the calendar year will be forfeited, unless agreed otherwise in writing, by management.

All vacations shall be determined as of January 1st each year and shall be based on the employee's length of continuous service on the first day of each calendar year as follows:

Less than one year	-0-
One but less than two years	1 week
Two but less than nine years	2 weeks
Nine but less than thirteen years	3 weeks
Thirteen or more years	4 weeks

In the calendar year in which the employee reaches his/her 2nd, 9th or 13th anniversary, he/she shall be eligible to schedule their 2nd, 3rd or 4th week of vacation (as applies) anytime during the calendar year, in accordance with the scheduling procedure in this Article.

Newly hired employees shall work one (1) full year (12 months) prior to being eligible for any vacation. Once an employee reaches his/her first anniversary date, he/she will be eligible to take (or at his/her option, receive pay for) his/her prorated vacation for the period of time between his/her first anniversary date and December 31st. The pro-ration will be based on earning one-twelfth (1/12) of one week of vacation for each calendar month in which the employee works between his/her first anniversary date and December 31st.

During the second (2nd) and subsequent years, an employee must have worked sixty percent (60%) of the total working days of the year, but need not be employed for the full year to be eligible for the vacation.

ARTICLES OF AGREEMENT

**DEAN FOODS NORTH CENTRAL, INC.
MOORHEAD, MINNESOTA &
GRAND FORKS, NORTH DAKOTA**

AND

TEAMSTERS LOCAL 120

JUNE 1, 2010 THROUGH AND INCLUDING MAY 30, 2015

5

RECEIVED

MAR 15 2010

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement entered into as of the first day of June, 2010, by and between Dean Foods North Central, Inc., Moorhead, Minnesota & Grand Forks, North Dakota, hereinafter referred to as the Employer or Company and Teamsters Local 120, Blaine, Minnesota, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

Any references throughout this collective bargaining agreement to a number of "working days" is understood to mean that number of "working days", excluding Saturdays, Sundays, and holidays.

ARTICLE I UNION SHOP, DUES AND CHECK OFF

Section 1. 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 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 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.

When the Employer needs additional help, the Employer 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.

No provision of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law, additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

If any agency shop clause is permissible in any state where the other provisions of this Article cannot apply, the following Agency Clause shall prevail:

- 1.) Membership in the Local Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.
- 2.) Membership in the Local Union is separate, apart and distinct from the assumption by one of this equal obligation to the extent that the employee receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not an employee is a member of the Union. The terms

January 1, 2006, to such retirees under the same eligibility terms and retiree contribution amounts, as is the case with the Central States R-4 Medical Plan. The Company sponsored Retiree Medical Plan may be modified from time-to-time, so that it continues to mirror the Central States R-4 Retiree Medical Plan.

[It is understood that retirees, who retire prior to age 57, will be eligible to participate in the "mirror" of the R-4 retiree H&W Plan, when they reach age 57, under the same terms and conditions as they would have had, had they been covered under the Central States R-4 Retiree H&W Plan.]

ARTICLE 32

401(K)

Effective January 1, 2006, Employees may participate in the Dean Foods Union 401(k) Plan (the "Plan"). The employees' participation in the Plan shall be subject to its terms, including any amendments, during the life of this Agreement.

The Company shall match twenty-five percent (25%) of each dollar contributed by the employee, up to the first six percent (6%) of the employee's annual pay. The employee may elect to contribute an additional amount, up to the amount allowed by the Plan (currently up to a total combined amount of twenty percent (20%) of pre-tax earnings), but with no Company match for any additional contributions in excess of the first six percent (6%).

Each full-time employee covered by this contract (as herein above described) shall be provided the foregoing 401(k) benefit, effective subsequent to successful completion of his/her ninety-first (91st) day, as a full-time employee.

ARTICLE 33

PENSION PLAN

The Employer agrees to contribute the following weekly amounts to the Central States Southeast and Southwest Areas Pension Plan on behalf of all active regular full-time employees covered by this Agreement:

Effective June 1, 2001 - \$61.00 per week
Effective June 1, 2002 - \$79.00 per week
Effective June 1, 2003 - \$83.00 per week
Effective June 1, 2004 - \$85.00 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 January 1, 2009- Increase to \$91.80 per week.

Effective January 3, 2010- Increase by \$7.30/week from \$91.80 to \$99.10 per week.

Effective January 2, 2011- Increase by \$7.90/week from \$99.10 to \$107.00 per week.
Effective January 1, 2012- Increase by \$8.60/week from \$107.00 to \$115.60 per week.
Effective December 30, 2012- Increase by \$9.20/week from \$115.60 to \$124.80 per week.
Effective December 29, 2013- Increase by \$7.50/week from \$124.80 to \$132.30 per week.
Effective December 29, 2014- Increase by \$7.90/week from \$132.30 to \$140.20 per week.

Said weekly contributions shall not exceed the amounts specified above:

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 sixty-one (61) calendar days.

The parties agree that in the event that an individual employed on a non-regular basis works one thousand (1,000) hours or more in any twelve (12) month period, he/she will be considered a regular employee 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.

If an employee is absent because of illness or off the job injury and notified the Employer of such absence, the Employer shall continue to make the applicable contribution for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the applicable contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than six (6) months.

ARTICLE 34 **MEALS, MEALTIME AND PUNCH OUT**

All drivers will be charged the thirty (30) minute lunch time from their time cards, but shall not be required to punch out upon arrival at the plant before checking in.

Any driver required to be out overnight, will be reimbursed for amounts he/she spends on meals, up to eighteen dollars (\$18.00), provided receipts satisfactory to the Company, are submitted. It is understood that if the driver is out for one (1) night, he/she is eligible for reimbursement of up to eighteen dollars (\$18.00); if the driver is out two (2) nights, he/she is eligible for reimbursement of up to another eighteen dollars (\$18.00); and so forth, for each night out.

The meal reimbursement will be increased over the term of the Agreement as follows:

Effective 8-1-2010 - \$18.75
Effective 6-1-2011 - \$19.50
Effective 6-1-2012 - \$20.25
Effective 6-1-2013 - \$21.00
Effective 6-1-2014 - \$21.75

ARTICLES OF AGREEMENT
DEAN FOODS NORTH CENTRAL, INC.
THIEF RIVER FALLS, MINNESOTA
AND
TEAMSTERS LOCAL 120

SEPTEMBER 28, 2014
THROUGH AND INCLUDING
SEPTEMBER 24, 2016

RECEIVED

FEB. 24 2015

**CONTRACT
DEPARTMENT**

ARTICLES OF AGREEMENT

Dean Foods North Central, Inc., Thief River Falls, Minnesota, hereinafter referred to as the "Company," and the Teamsters Local 120, 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, hours and working conditions.

ARTICLE 1 MANAGEMENT'S RIGHTS

Except as specifically contracted away by an expressed provision of this Agreement, all of the rights, prerogatives and authority which the Company had prior to the execution of this Agreement are retained by the Company and remain solely and exclusively within the rights of management and the exercise of such rights is not subject to the grievance and arbitration procedures. By way of example only, and not in limitation thereof, these rights include the management, operation and maintenance of its facilities; the right to select and hire; establish and enforce reasonable rules of conduct; direct the workforce; schedule work; determine what work is to be done and by whom; what is to be produced and delivered and by what methods and means; to determine the size of the workforce; to locate or remove any portion of the facilities and to abandon any operation at any time it deems appropriate to do so.

ARTICLE 2 UNION SECURITY

Section 1. The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the Company. 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 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 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 31st day following the execution of this Agreement.

Section 2. No requirements of 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..

ARTICLE 26
PENSION PLAN and 401K

Section 1. The Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of forty dollars (\$40.00) per week for each employee covered by this Agreement who shall be on the payroll thirty (30) days or more. Such forty dollars (\$40.00) per week contribution shall be increased as follows:

Effective October 1, 2004 - Increase from \$40.00 per week to \$44.00 per week.

Effective October 1, 2005 - Increase from \$44.00 per week to \$49.00 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 April 27, 2008 - Increase by \$3.90/week from \$49.00 to \$52.90/week

Effective October 1, 2009 - Increase by \$4.20/week from \$52.90 to \$57.10/week

Effective October 1, 2010 - Increase by \$4.60/week from \$57.10 to \$61.70/week

Effective October 1, 2011 - Increase by \$4.90/week from \$61.70 to \$66.60/week

Effective October 1, 2012 - Increase by \$5.30/week from \$66.60 to \$71.90/week

Effective Sept. 29, 2013 - Increase by \$4.30/week from \$71.90 to \$76.20/week

Effective Sept. 29, 2014 - Increase by \$4.60/week from \$76.20 to \$80.80 per week.

Effective Sept. 29, 2015 - Increase by \$4.80/week from \$80.80 to \$85.60 per week.

Effective Sept. 29, 2016 - Increase by \$3.40/week from \$85.60 to \$89.00 per week.

Effective Sept. 29, 2017 - Increase by \$3.60/week from \$89.00 to \$92.60 per week.

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 temporary employee. Contributions will be remitted for all compensated periods, including paid vacation paid holidays, and actual time worked.

In the event that any temporary employee works one thousand (1,000) or more hours in any 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 non-temporary employees.

Section 2. Employees may participate in the Dean Foods Union 401k Plan (the "Plan"). The employees' participation in the Plan, shall be subject to its terms, including any amendments, during the life of this Agreement.

The Company will match fifty percent (50%) for each dollar contributed by the employee, up to the first six percent (6%) of the employee's annual pay. The employee may elect to contribute an additional amount, up to the amount allowed by the Plan (currently up to a total combined amount of twenty percent (20%) of pre-tax earning), but with no Company match for any contributions in excess of the first six percent (6%).

DEAN FOODS NORTH CENTRAL, LLC
BISMARCK, MINOT & WILLISTON, NORTH DAKOTA

AND

TEAMSTERS UNION LOCAL 638
BISMARCK, NORTH DAKOTA

JUNE 1, 2013 THROUGH AND INCLUDING MAY 31, 2016

RECEIVED

OCT 22 2013

CONTRACT
DEPARTMENT

AGREEMENT

This Agreement entered into as of the first day of June 2013, by and between Dean Foods North Central, L.L.C., Bismarck, Minot & Williston, North Dakota, hereinafter referred to as the Employer or Company, and Teamsters Union Local 638, Bismarck, North Dakota, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

Any references throughout this collective bargaining agreement to a number of "working days" is understood to mean that number of "working days, excluding Saturdays, Sundays, and holidays".

ARTICLE 1. UNION SHOP, DUES AND CHECK OFF

Sec. 1. 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, whichever is the later. This provision shall be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

When the Employer needs additional help, the Employer 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.

No provision of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law, additional requirements must be met before any such provisions may become effective, such additional requirements shall first be met.

If any agency shop clause is permissible in any state where the other provisions of this Article cannot apply, the following Agency Clause shall prevail:

1. Membership in the Local Union is not compulsory; employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

C. Basic Group Life and AD&D coverage, with a benefit level of \$50,000, to be provided at no cost to the employee.

D. Vision, Long Term Disability, and Supplemental Life coverage, shall be offered on bargaining unit employees, at the same rates as is charged by the Company for its non-represented employees.

E. Short Term Disability benefit, for non-work related accidents and/or illnesses, to be provided at no cost to the employee.

Benefits are payable on the first (1st) day of a covered accident or the eighth (8th) day of a covered illness, for a maximum of twenty-six (26) weeks. The amount of the weekly benefit is \$300.00.

F. The eligibility waiting period for the plans listed in this Section 1 for newly hired employees, shall be the first (1st) of the month following a sixty (60) calendar day period, from the employee's date of hire.

Sec. 2. For employees who retired from the Company prior to January 1, 2010, and who are covered under the Central States R-4 Retiree Health and Welfare Plan, as of December 31, 2009, and for employees who retire on or after January 1, 2010 and immediately begin receiving a pension from the Central States Pension Fund, a Company sponsored retiree medical plan, which mirrors the Central States R-4 Medical Plan, will be made available, effective January 1, 2010, to such retirees under the same eligibility terms and retiree contribution amounts, as is the case with the Central States R-4 Medical Plan. The Company sponsored retiree medical plan may be modified from time to time, so that it continues to mirror the Central States R-4 retiree Medical Plan.

ARTICLE 30. PENSION PLAN

The Employer agrees to contribute the following weekly amounts to the Central States Southeast and Southwest Areas Pension Plan on behalf of all active regular full-time employees covered by this Agreement:

Effective June 1, 2001 - \$61.00 per week

Effective June 1, 2002 - \$79.00 per week

Effective June 1, 2003 - \$83.00 per week

Effective June 1, 2004 - \$85.00 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 April 27, 2008 - Increase by \$6.80/week from \$85.00 to \$91.80 per week
 Effective June 1, 2009 - Increase by \$7.30/week from \$91.80 to \$99.10 per week.
 Effective June 1, 2010 - Increase by \$7.90/week from \$99.10 to \$107.00 per week.
 Effective June 1, 2011 - Increase by \$8.60/week from \$107.00 to \$115.60 per week.
 Effective June 1, 2012 - Increase by \$9.20/week from \$115.60 to \$124.80 per week.
 Effective June 1, 2013 - Increase by \$7.50/week from \$124.80 to \$132.30 per week.
 Effective June 1, 2014 - Increase by \$7.90/week from \$132.30 to \$140.20 per week.
 Effective June 1, 2015 - Increase by \$8.40/week from \$140.20 to \$148.60 per week.

Said weekly contributions shall not exceed the amounts specified above.

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 sixty-one (61) calendar days.

The parties agree that in the event that an individual employed on a non-regular basis works one thousand (1,000) hours or more in any twelve (12) month period, he/she will be considered a regular employee 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.

If an employee is absent because of illness or off-the-job injury and notified the Employer of such absence, the Employer shall continue to make the applicable contribution for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the applicable contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than six (6) months.

ARTICLE 31. MEALS, MEALTIME AND PUNCH-OUT

All drivers will be charged thirty (30) minutes for lunchtime from their time cards but shall not be required to punch out before checking in. The Union agrees to cooperate with the Company so that time taken for check in is not abused.

Any driver required to be out overnight will be reimbursed for amounts he/she spends on meals, up to eighteen dollars (\$18.00), provided receipts satisfactory to the Company are submitted. It is understood that if the driver is out for one (1) night, he/she is eligible for reimbursement of up to eighteen dollars (\$18.00); if the driver is out two (2) nights, he/she is eligible for reimbursement of up to another eighteen dollars (\$18.00); and so forth for each night out.

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AGREEMENT

By and Between

**DEAN FOODS NORTH CENTRAL, INC.
WOODBURY, MINNESOTA.**

and the

**MILK DRIVERS & DAIRY EMPLOYEES UNION,
LOCAL 471**

May 1, 2014 through and including April 30, 2017

RECEIVED

MAR 05 2015

**CONTRACT
DEPARTMENT**

ARTICLES OF AGREEMENT
Between
DEAN FOODS NORTH CENTRAL, INC.
WOODBURY, MINNESOTA
and the
MILK DRIVERS & DAIRY EMPLOYEES UNION, LOCAL 471
May 1, 2014 through and including April 30, 2017

AGREEMENT

AGREEMENT, made as of the 1st day of May, 2014, by and between the Milk Drivers and Dairy Employees, Union Local 471, hereinafter referred to as the "Union", and Dean Foods North Central, Inc., Woodbury, Minnesota, hereinafter referred to as the "Company",

1. RECOGNITION AND EMPLOYMENT

1A. Union Recognition: The Company recognizes the Union, its agents, representatives, or successors, as the exclusive bargaining agency for all Company employees as herein defined.

1B. Employee: The term "Employee" as used in this Agreement shall include all Company employees working in the job classifications set forth herein. The Company shall notify the Union within fifteen (15) days of any full-time, part-time or temporary employees' date of hire or change in status.

1C. Other Organizations: The Company agrees that it shall not sponsor or promote, financially or otherwise, any group or labor organization, for the purpose of undermining the Union; nor shall it interfere with, restrain, coerce or discriminate against any of its employees in connection with their membership in the Union.

1D. Entry on Employer's Premises: If a Union official wishes to visit the plant on Union business, he/she shall call the plant office in advance or stop by the plant office to advise the Company.

1E. Records: Upon request, the Company shall allow duly designated representatives of the Union to examine the time and wage records of an individual employee belonging to the Union.

1F. Union Membership: It shall be a condition of employment that all Company employees covered by this Agreement, who are members of the Union on the date of execution of this Agreement, shall remain members, and those who are not members on the date of execution of this Agreement shall, on the thirtieth (30th) day following the execution

paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Company shall collect from him/her, prior to the effective date of the leave of absence, sufficient monies to make the required payments during the period of absence. The Company shall continue to make its contributions for medical and dental to employee(s) on layoff status to provide coverage through the end of the month during which the layoff occurred.

8E. The Company agrees to offer its' Section 125 Cafeteria Plan(s) (Flexible Spending Accounts), for both Health Care and Dependent Care, in accordance with the terms and conditions of those Plan(s). The Company shall provide yearly training on Section 125 Flexible Spending Account guidelines and procedures.

8F. The Company agrees to offer a Group Life Insurance benefit of \$20,000.00; for the employee / \$10,000 for the employee's spouse, payable as per the terms of said policy. The Company further agrees to offer AD&D coverage, of \$20,000 for employee only, covered by the Dean Foods AD&D Plan.

8G. The Company agrees to provide a Short-Term Disability (STD) Plan; with the following provisions: \$325.00 per week benefit; new employees eligible for STD after sixty (60) day waiting period; benefit begins on the 8th day of illness, 1st day of hospitalization or accident, with a twenty-six (26) week benefit coverage.

8H. Safety Glasses-The Company shall reimburse employees up to \$230.00 per year for prescription safety glasses.

9. PENSION PLAN

9A. Effective May 1, 2014, the Company shall contribute to Plan 17B of the Pension Fund herein designated the sum of two hundred nine dollars and twenty cents (\$209.20) per week. Effective May 1, 2015, the contribution shall be increased to two hundred seventeen dollars and sixty cents (\$217.60) per week. Effective May 1, 2016, the contribution shall be increased to two hundred twenty-six dollars and thirty cents (\$226.30) per week. The Company's obligation hereunder is to make the designated contributions and is in no way intended to guarantee any specific benefit.

9B. This Fund shall be the Central States Southeast and Southwest Areas Pension Fund, and the Company 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.

9C. 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 notice thereto and ratifying all actions already taken or to be taken by such Trustees in the scope of their authority.

9D. The Company shall pay and make weekly contribution for the Pension Program hereby established for each week worked by a regular or regular extra employee. The contribution shall be made for each week worked following thirty (30) calendar days of employment irrespective of seniority status. 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. The parties agree that in the event that an individual employed on a part-time, temporary or vacation relief basis works one thousand (1,000) hours or more in a twelve (12) month period, the he/she shall be considered a regular employee for purposes of participation in the Central States Pension Fund and all hours worked by the employee thereafter (for the remainder of that year and all subsequent years), shall require contributions to the Central States Pension Fund in the same manner and amount as required by this Agreement for regular employees.

9E. If an employee is absent from work during any week due to lay-off or leave of absence granted by the Company, the Company shall not be required to pay or make any weekly contribution for such employee. However, if any such employee so desires, he/she may continue pension contributions so long as he/she is on the Company's regular seniority list by making prior arrangements with the Company who shall collect from such employee sufficient monies for it to make weekly contributions due the Pension Fund on account of such employee during any such absence.

10. SENIORITY

10A. Generally: Seniority shall prevail in matters affecting employment status providing qualifications are sufficient to perform the work involved. The seniority of an employee shall be broken in the following cases: (1) voluntary resignation; (2) discharge; (3) failure to respond to notice of recall within seven (7) days after mailing of notice of recall by registered or certified mail, and/or failure to return to work within seven (7) days following responses to such notice; (4) failure to promptly inform the Company of a change in his/her mailing address; or (5) by indicating to the Company in writing that he/she would not return to work if recalled.

If an employee is laid off for more than sixty (60) calendar days, the period of the lay-off shall not be included for the purpose of wage progression or vacation accumulation.

The last employee hired shall be the first laid off (assuming the employee is qualified) within a department. The last employee laid off shall be the first rehired within the department (assuming he/she is qualified). Established seniority rights shall be maintained except the Company shall not be obligated to recall an employee who has been laid off thirty-six (36) calendar months or longer. An employee shall be given up to ten (10) workdays to demonstrate the ability to operate equipment satisfactorily in lay-off situations in order to

**ADDENDA
AGREEMENT**

BETWEEN

**DEAN FOODS OF WISCONSIN, LLC
(d/b/a MORNING GLORY DAIRY – DE PERE, WISCONSIN)**

AND

TEAMSTERS LOCAL 662

MAY 1, 2015 THROUGH AND INCLUDING APRIL 28, 2018

RECEIVED

JUL 30 2015

**CONTRACT
DEPARTMENT**

ADDENDA

LOCATION: DE PERE, WISCONSIN

Local Union No. 662, affiliated with the International Brotherhood of Teamsters.

In consideration of the covenants and agreements of each of the parties hereto as contained in the Central States Area Master Dairy Agreement dated May 1, 2014, and any successor agreement thereto.

ARTICLE 1. RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agency for all of its employees covered by this Agreement. Excluded are office, clerical, professional, and supervisory employees as defined in the Labor Management Relations Act as amended.

ARTICLE 2. MAINTENANCE OF STANDARDS

All conditions of employment relating to wages, hours and working conditions not specifically set forth in this Addenda shall be maintained at not less than the standard in effect at the time of the signing of this Addenda.

ARTICLE 3. EXTRA CONTRACT AGREEMENT

The Employer agrees not to enter into any agreement with the employees 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 and working conditions of said employees or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void, (except that the parties to this Agreement may mutually agree to modify, amend or supplement this Agreement, however such modification, amendment or supplemental agreement shall be of no force and effect unless reduced to writing and approved by the signatories hereto).

ARTICLE 4. SENIORITY

(A) Seniority shall be determined by length of service plus such additional time as is required or granted for vacations, leaves of absence, illness, and accidents. An employee's seniority is nullified:

1) If laid off and is not recalled to work within three (3) years from the date of layoff;

ARTICLE 23. PENSION

- (A) Effective 05/01/2010 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund, the sum of \$161.20 per week for each eligible 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 for the operations under this Agreement. Effective 05/01/2011, the amount shall be increased to \$174.10 per week for each eligible employee. Effective 05/01/2012, the amount shall be increased to \$188.00 per week for each eligible employee. Effective 05/01/2013 contribution shall be increased to \$199.30 per week for each eligible employee. Effective 05/01/2014 contribution shall be increased to \$211.30 per week for each eligible employee.

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 5-1-15- Increase by \$12.70/wk from \$211.30 to \$224.00 per wk.
Effective 5-1-16- Increase by \$ 9.00/wk from \$224.00 to \$233.00 per wk.
Effective 5-1-17- Increase by \$ 9.30/wk from \$233.00 to \$242.30 per wk.
Effective 5-1-18- Increase by \$ 9.70/wk from \$242.30 to \$252.00 per wk.
Effective 5-1-19 Increase by \$10.10/wk from \$252.00 to \$262.10 per wk.

- (B) If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to 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.
- (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 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.
- (D) 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.
- (E) The parties agree that in the event that an individual employed on a casual or temporary/help basis works one thousand (1,000) or more hours in any calendar year, he/she will be considered a regular employee for purposes of participation in the

Central States Pension Fund and all hours worked by him/her thereafter (for the remainder of that calendar year and all subsequent consecutive calendar years in which the employee works without a break in service), will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

ARTICLE 24. BEREAVEMENT ALLOWANCE

- (A) In case of the death of a spouse, child, step-child or a parent of a regular employee, the employee shall be allowed five (5) scheduled workdays off with pay.
- (B) In case of death in the immediate family of a regular employee, (grandchildren, stepmother, stepfather, sister or brother, step-sister or step-brother, current mother-in-law or current father-in-law), the employee will be paid for the scheduled time lost up to and including the day after the funeral, but not to exceed three (3) scheduled workdays at his/her regular straight-time hourly rate and not to exceed eight (8) hours per day (ten (10) hours per day for employees on a four (4) day (10) hour schedule), provided the employee was scheduled to work and attends the funeral.
- (C) In case of death of the employee's aunts, uncles, grandparents, spouse's grandparents, current brother-in-law or current sister-in-law, the employee shall be given the paid funeral leave for the day of the funeral, provided the employee was scheduled to work and attends the funeral.
- (D) This provision shall not be applicable if an employee is on leave of absence or vacation.
- (E) Employees who are required to travel five hundred (500) miles or more each way in order to attend a funeral will be granted one (1) paid funeral leave day in addition to the days that are allowed per this article provided that the employee provides satisfactory proof to the Employer.

ARTICLE 25. HANDICAPPED WORKER

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.

LABOR AGREEMENT BETWEEN

**DEAN MILK COMPANY
LOUISVILLE, KENTUCKY**

AND

TEAMSTERS LOCAL 783

EFFECTIVE: APRIL 1, 2011 THROUGH AND INCLUDING APRIL 3, 2016

SEP 21 2011

SEP 21 2011

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS ADDENDUM AGREEMENT, made and entered into pursuant to the Central States Area Master Dairy Agreement, as of the 1st day of April, 2011, by and between TEAMSTERS LOCAL UNION 783, its successors and assigns (hereinafter called the "Union") and DEAN MILK COMPANY of Louisville, Kentucky and its respective successors and assigns (hereinafter referred to as the "Employer").

WITNESSETH:

That for and in consideration of the mutual covenants and conditions herein contained, the Union and the Employer agree as follows:

ARTICLE 1 - RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative of the persons employed in Louisville, Kentucky in the classifications contained herein, but excluding office and clerical employees, cashiers, confidential employees, retail store clerks, laboratory technicians, guards, professional employees and, supervisors within the meaning of the Labor Management Relations Act of 1947.

ARTICLE 2 - UNION SECURITY

Section 1. No new employee or recalled employee will be permitted to begin work until he/she has presented himself/herself to the office of the Union and proper forms have been executed.

Section 2. Supervisors shall not be permitted to do work performed by employees covered by this Agreement except in cases of emergency and, for the purpose of this Agreement, an emergency does not include the use of supervisors for routine or regularly scheduled work unless employees covered by this Agreement are not immediately available.

ARTICLE 3 - SEPARABILITY

Section 1. It is agreed between the parties that if, because of the decision of any court, any part or parts of this Agreement are held to be illegal, the remaining parts shall be in full force and effect as completely as if the parts held to be illegal had not been included herein.

Section 2.-Pension

- A. The Company shall contribute to Central States, Southeast and Southwest Areas Pension Fund Plan B, the sum of \$85.00 per week for each qualified employee who has been on the payroll thirty days or more. The Employer contributions to the Central States, Southeast and Southwest Areas Pension Fund Plan B shall be increased as follows during the term of the contract:

Effective March 31, 2002 - \$85.00 per week

Effective April 1, 2007 - \$91.00 per week

Effective March 30, 2008 - \$100.20 per week

Effective March 29, 2009 - \$110.20 per week

Effective April 4, 2010 - \$124.20 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 4-03-11- Increase by \$ 9.90/wk from \$124.20 to \$134.10 per wk.

Effective 4-01-12- Increase by \$10.70/wk from \$134.10 to \$144.80 per wk.

Effective 3-31-13- Increase by \$11.60/wk from \$144.80 to \$156.40 per wk.

Effective 3-30-14- Increase by \$12.50/wk from \$156.40 to \$168.90 per wk.

Effective 3-29-15- Increase by \$13.50/wk from \$168.90 to \$182.40 per wk.

- B. The Company's liability under this section shall be limited to making the contributions required herein.
- C. A "qualified employee" is one covered by this Agreement and who receives some pay, including vacation pay, for the week for which the payment is made. Said payments shall be made on or before the 10th day of each month for the preceding month.
- D. The Company agrees that if the Union furnishes it monthly with sufficient copies of lists of employees covered by this Agreement, the Company will file with said pension fund, at the time of its remittance, a copy of such list on which it will indicate the qualified employees. (No complaint with respect to said list shall be considered if it is made more than three months after the list is furnished to the fund involved.) The Company agrees to make available to the Certified Public Accountant employed by a majority of the Trustees of the said Pension Fund, any and all records of the Employer relating to payment to the particular fund.
- E. The Company may immediately cease making payments to the said Pension Fund, if and when it should be determined that payments to such particular fund do not constitute deductions on its Federal, Kentucky, or Indiana Income Tax returns, or in any return where the tax is measured by net income. On the occurrence of such event the Company agrees to negotiate with the Union with respect to making like payments to or for the benefit of its employees.

- F. If an employee is absent from work because of illness or injury, and notifies the Company of such absence, the Company shall continue to make the contributions required by this section until the employee returns to work or for a period of three (3) months, whichever is the shorter.

ARTICLE 20 - DISCIPLINE

Section 1. When an employee is discharged for drinking on duty or dishonesty he/she forfeits any accumulated vacation pay of the calendar year in which he/she is discharged.

Section 2. The Discharge or Suspension provisions, as outlined in Section 11.1 of the Master Dairy Agreement shall prevail, except that for less serious offenses than those covered under that Section 11.1, it shall be the disciplinary policy of the Company, depending upon the violation, to use the following disciplinary procedure:

1. Verbal Warning
2. Written Warning
3. Written Warning, in addition to up to three (3) days disciplinary lay-off
4. Discharge

A steward shall be notified and present during disciplinary action taken in Section 1 and Section 2.

ARTICLE 21 - MISCELLANEOUS

Section 1. The Company has the option of scheduling the workweek on a five-eight hour day schedule or four-ten hour days. If the four-ten hour day schedule is in effect, overtime will be paid after ten (10) hours.

Section 2. Machine operators who bid on an operating job will be required to learn the complete operation, including clean up.

AGREEMENT

BETWEEN

DEAN FOODS NORTH CENTRAL

LOCATED IN OMAHA, CENTRAL WESTERN NEBRASKA

AND THE STATE OF KANSAS.

AND

I. B. T. LOCAL #554

FEBRUARY 15, 2009 THROUGH AND INCLUDING FEBRUARY 15, 2015

RECEIVED

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**CONTRACT
DEPARTMENT**

**AGREEMENT BETWEEN
DEAN FOODS NORTH CENTRAL,
LOCATED AT OMAHA, CENTRAL WESTERN NEBRASKA
AND THE STATE OF KANSAS**

AND

IBT LOCAL 554

**ARTICLE 1
RECOGNITION**

The term "employee(s)" as used in this Agreement shall consist of all employees, including Truck Drivers, Route Sales Drivers and Relief Route Sales Drivers and Loaders/Dock Workers employed by the Company in the above-named locations and areas served, but excluding any employees who are covered under a separate Union contract, office and clerical employees, farm employees, retail store employees, account sales persons, professional employees, guards and supervisory employees within the meaning of the National Labor Relations Act.

**ARTICLE 2
CHECK-OFF**

The Employer agrees to make the deductions of periodic dues and initiation fees, from the pay of employees, who give written authorization, as required by law, to the Employer, for such deductions. The deductions shall be made on the first pay period, each month, and remitted to the local Union.

Effective July 1, 2004, 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. 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. Employees may only change contribution status to D.R.I.V.E., once per calendar year.

Monthly Guarantee - Commission Route sales drivers shall receive a minimum of the following per month:

Effective 2/15/09	Effective 6/26/10	Effective 2/1/11	Effective 2/1/12	Effective 2/1/13	Effective 2/1/14
\$2,300.00	\$2,450.00	\$2,500.00	\$2,550.00	\$2,600.00	\$2,720.00

If their earnings exceed such minimum computed, as described, then the balance, in excess of such minimum, shall be paid to the salesperson earning them.

- c. Hourly Paid Route Sales Drivers
(Increases will be effective at the beginning of the pay periods noted below.)

Effective 6/26/10	Effective 2/13/11	Effective 2/12/12	Effective 2/10/13	Effective 2/9/14
\$16.55	\$17.30	\$17.80	\$18.55	\$19.30

- d. Hourly Paid "Relief" Route Sales Drivers
Hourly paid "Relief" Route Sales Driver position(s) shall be an appointed position. The Company shall have the right to either create, or eliminate "Relief" Route Sales Driver position(s), at its sole discretion.

Compensation for hourly paid "Relief" Route Sales Driver position(s) shall not be less than one dollar (\$1.00) per hour above the rate for the hourly paid route sales driver.

3. Pension: Effective on the following date, the Employer agrees to contribute for each regular full-time employee covered by this Agreement the following amounts to the Central States Southeast and Southwest Areas Pension Fund.

Eff. 2-15-04	Eff. 2-15-05	Eff. 2-15-06	Eff. 2-15-07	Eff. 2/15/08
\$57.00/wk.	\$59.00/wk.	\$61.00/wk.	\$63.00/wk.	\$65.00/wk.

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 Dec. 28, 2008 - Increase by \$5.20/week from \$65.00 to \$70.20/week
 Effective Jan. 1, 2010 - Increase by \$5.60/week from \$70.20 to \$75.80/week
 Effective Jan. 1, 2011 - Increase by \$6.10/week from \$75.80 to \$81.90/week
 Effective Jan. 1, 2012 - Increase by \$6.60/week from \$81.90 to \$88.50/week
 Effective Jan. 1, 2013 - Increase by \$7.10/week from \$88.50 to \$95.60/week
 Effective Jan. 1, 2014 - Increase by \$5.70/week from \$95.60 to \$101.30/week

AGREEMENT

between

**DE DE BEVERAGE
SIOUX CITY, IOWA**

and

**GENERAL DRIVERS AND HELPERS
TEAMSTERS LOCAL UNION #554**

RECEIVED

SEP 10 2014

**CONTRACT
DEPARTMENT**

May 1, 2014 through April 30, 2017

Agreement

THIS AGREEMENT is made and entered into by and between DE DE BEVERAGE of Sioux City, Iowa and its assignees and successors, hereinafter referred to as the "Employer," and GENERAL DRIVERS & HELPERS UNION LOCAL NO. 554, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union", for the employees within the classifications designated who are in the employ of the Employer.

This Agreement shall bind the heirs, administrators, executors, successors and assigns of both parties for the period set out in this Agreement.

This Agreement shall apply to all employees covered by the classifications named in the Agreement who are employed by the Employer,

WITNESSETH:

That in consideration of the covenants hereinafter contained by and on the part of each of the parties hereto, it is mutually agreed as follows:

ARTICLE 1: UNION RECOGNITION

Section 1. The Employer 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 the Agreement shall include all city and country route sales drivers, combination route supervisors and/or advance sales persons, transport drivers, special delivery drivers, general city freight drivers, truck-driver helpers and all warehouse employees.

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 Employer agrees that it will not sponsor or promote, financially or otherwise, any group or labor organization with the employees for the purpose of undermining the Union; nor will the Employer interfere with, restrain, coerce or discriminate against any of its employees in connection with their membership or non-membership in the Union.

Section 5. New employees shall be employed on a trial basis of up to ninety (90) days. During this time, they shall either be dismissed without further recourse or placed on the regular seniority list at the end of the thirty-day period. It is understood, however, that this clause shall not be used to defeat the provisions of this Agreement or to prevent competent and qualified employees from gaining the status of a regular employee.

ARTICLE 31
LIFE, HEALTH AND WELFARE BENEFITS

Section 1. The Employer agrees to pay into Central States Health and Welfare Fund pursuant to the Fund's Participation Agreement, for each employee covered by this Agreement, a contribution amount as indicated below for benefit plan PA.

EffectiveAugust 14, 2014.....\$256.50
EffectiveMay 1, 2015.....\$285.40 •
EffectiveMay 1, 2016.....\$317.10 •

**Indicates "Not to exceed rate" in the event the rate is reduced the parties agree to meet over the effects of the reduced rate.*

The Employer's payment is due by the first (1st) of the month for which contributions are being made. If the payment is not received by the sixth (6th) of that 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 what has been made depository for the Central States Health and Welfare Fund. Payments will also be due from the Employer during labor negotiations following expiration of this Agreement at the then current contribution rate.

Section 2. Contributions to the Fund must be made for each week on each employee who worked or is compensated for any portion of the contribution week, even though such employee may work only part time under the provisions of this contract, including paid vacations and other paid time off.

Section 3. Employee Contribution: The employee will contribute the following percent of the weekly contribution;

2014 – 3%
2015 – 4%
2016 – 5%

ARTICLE 32
PENSION

Section 1. Effective May 1, 2014, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of \$204.70 per week, effective May 1, 2015, the Employer shall contribute to a Pension Fund \$217.00 per week, and effective May 1, 2016 the Employer shall contribute \$225.70 per week for each employee covered by this agreement who has been on the payroll ninety (90) days or more. There shall be no other Pension Fund under this Agreement.

Section 2. By the execution of this Agreement, the Employer authorizes the Employer's Associations of the Central States, Southeast and Southwest Areas 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 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 required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to make 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. 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, although contributions may be made for those weeks into some other pension fund.

Section 5. Notwithstanding anything herein contained, it is agreed that if the Employer is delinquent at the end of a period in the payment of the 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 five (5) working days 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. It is further agreed that if such action is taken, the Employer shall be responsible to the employees for losses resulting there from.

ARTICLE 33 **FUNERAL LEAVE**

Each employee covered by this Agreement shall have three (3) days off with regular pay for a death in the immediate family of such employee. Immediate family shall be defined as spouse, children, mother, father, sister, brother, mother-in-law, or father-in-law. To be eligible for funeral leave pay, the employee must attend the funeral of the deceased person in the immediate family. Three days pay for hourly-paid employees shall be computed on the basis of twenty-four (24) hours of straight time pay.

ARTICLE 34 **SICK LEAVE**

Section 1. Eligibility Regular, full-time employees who have completed one (1) year of service are eligible for two (2) sick days per employee anniversary year due to a personal illness.

The employee who is absent under this provision must advise his immediate supervisor of such illness one (1) hour prior to the start of his shift. Failure to do so shall render the absence unexcused and unpaid unless it can be shown that it was impossible for the employee to give such notice. Family illness does not qualify for payment under this provision.

COPY

2012 - 2017

AGREEMENT

BETWEEN

BUILDING CONTRACTORS

AND

LOCAL UNION NO. 449

of

BUFFALO AND VICINITY

RECEIVED

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PREAMBLE

THIS AGREEMENT, made this 1st day of July, 2012, by and between 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 Highway-Heavy Construction Industry and to agree upon wage rates and conditions of employment and to minimize stoppages of work due to strikes, boycotts or lockouts. We, the undersigned 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 assent to all the provisions of the following Agreement, and do hereunto affix our signatures as evidence of the understanding and acceptance of all its terms and conditions and we do pledge and bind our respective organizations to a strict observance of this Agreement which shall be binding upon all parties on all building and highway-heavy work in the jurisdiction of the Truck Drivers Local Union No. 449 of Buffalo and vicinity.

This Agreement shall become effective as of July 1, 2012 and shall continue in effect to and including June 30, 2017 and thereafter from year to year, unless terminated at the option of either party upon written notice to the other, such notice to be not 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 I - GEOGRAPHIC JURISDICTION

The geographic jurisdiction of this Agreement includes all Townships in ERIE County, 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, the Townships of Yates, Ridgeway and Shelby in ORLEANS County, the Townships of Alabama, Pembroke and Darien in GENESEE County, the Townships of Bennington, Sheldon, Java, and Arcade in WYOMING County.

ARTICLE II - 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. Immediately, however, upon a man being discharged for such reason, the Employer will notify the Union in writing. If the person so discharged denies the charge, there will be immediately a hearing on the charge, at which time there will be present a representative of the Employer, of the Union and the

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 XIII - WELFARE & PENSION

1. Effective as of July 1, 2012 and continuing to and including June 30, 2017, all Employers shall contribute to the mutually agreed and jointly trustee'd welfare plan or a similar plan, for the Truck Drivers Local Union No. 449. The Employers contribution as of July 1, 2012 shall be one hundred percent (100%) of the entire weekly or daily premiums required by the Fund to maintain the defined benefit plan (Supreme Plan) for all hours worked by the driver, and such contributions must be deposited regularly into said fund by the fifteenth (15th) day of the month following the accrual of such monies.

2. A. Commencing and effective as of July 1, 2012, the Employer shall contribute to the mutually agreed and jointly trustee'd 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: As of July 1, 2012, \$52.90 per day. See wage schedule.

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 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 Grievance Committee.

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 Employers 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 XIV - DUES CHECKOFF

1. The Employer agrees to deduct from the pay of all employees covered by this Agreement, the dues of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all deductions prior 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 Employer shall certify to the Local Union, 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 each pay check of the member and remit to the Local Union in one lump sum. The Employer shall add to the list the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

3. If any member becomes one month in arrears in his dues, upon request of the Business Representative, the member, it is agreed by the Employer, shall be suspended or held out of service until he pays up all back dues.

4. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon authorization cards furnished by the employees and/or Union.

ARTICLE XVIII - WAGE RATE SCHEDULE
Contractor Employees - Non-Seniority
(Hired After April 14, 1981)

<u>Wages</u>	<u>Health & Welfare*</u> <u>Component Rates</u>	<u>Pension*</u>
<u>Effective July 1, 2012 - June 30, 2013</u>	See Article XIII Section 1	
Straight time: \$26.85 per hour		\$52.90 per day
Overtime: \$40.28		
<u>Effective July 1, 2013 - June 30, 2014</u>		
Straight time: \$27.52 per hour		\$55.00 per day
Overtime: \$41.28		
<u>Effective July 1, 2014 - June 30, 2015</u>		
Straight time: \$28.19 per hour		\$57.20 per day
Overtime: \$42.29		
<u>Effective July 1, 2015 - June 30, 2016</u>		
Straight time: \$28.86 per hour		\$59.50 per day
Overtime: \$43.29		
<u>Effective July 1, 2016 - June 30, 2017</u>		
Straight Time: \$29.53 per hour		\$61.90 per day
Overtime: \$44.30		
See Article II, #21		

Contractor Employees with Seniority

<u>Wages</u>	<u>Health & Welfare*</u> <u>Component Rates</u>	<u>Pension*</u>
<u>Effective July 1, 2012 - June 30, 2013</u>	See Article XIII Section 1	
Straight time: \$30.22 per hour		\$52.90 per day
Overtime: \$45.33		
<u>Effective July 1, 2013 - June 30, 2014</u>		
Straight time: \$30.89 per hour		\$55.00 per day
Overtime: \$46.34		
<u>Effective July 1, 2014 - June 30, 2015</u>		
Straight time: \$31.56 per hour		\$57.20 per day
Overtime: \$47.34		
<u>Effective July 1, 2015 - June 30, 2016</u>		
Straight time: \$32.23 per hour		\$59.50 per day
Overtime: \$48.35		
<u>Effective July 1, 2016 - June 30, 2017</u>		
Straight time: \$32.90 per hour		\$61.90 per day
Overtime: \$49.35		
See Article II, #21		

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly subscribed by their authorized representatives the day and year first above written.

Louis DelPrince & Sons, Inc.

Truck Drivers Local #449

Redacted by U.S. Treasury

Redacted by U.S. Treasury

Signature

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7/11/12

Date

7/16/2012

Date

RECEIVED

JUL 23 2012

CONTRACT
DEPARTMENT

AGREEMENT

DELTA GASES. INC.

2014-2016

THIS AGREEMENT MADE AND ENTERED INTO, EFFECTIVE THE 1ST DAY OF JANUARY, 2013, BY AND BETWEEN DELTA GASES, INC., OR ITS SUCCESS HEREINAFTER CALLED THE "COMPANY", PARTY OF THE FIRST PART, AND CONSTRUCTION, BUILDING MATERIAL, ICE AND COAL, LAUNDRY AND CLEANING, MEAT AND FOOD PRODUCTS DRIVERS, HELPERS, WAREHOUSE 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 WAGES, HOURS OF WORK, NEW CONDITIONS OF EMPLOYMENT TO BE OBSERVED BETWEEN THE PARTIES HERETO.

ARTICLE I RECOGNITION

SECTION 1. THE EMPLOYER AGREES TO RECOGNIZE, AND DOES HE RECOGNIZE THE UNION, ITS AGENTS, REPRESENTATIVES, OR SUCCESSORS, THE EXCLUSIVE BARGAINING AGENCY FOR ALL OF THE OF THE EMPLOYEE HEREIN DEFINED AND SET FORTH IN ARTICLE II, SECTION 1.

SECTION 2. THE EMPLOYER WILL NEITHER NEGOTIATE NOR COLLECTIVE BARGAINING AGREEMENTS FOR ANY OF ITS EMPLOYEES IN 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 PAR HERETO THAT AS A CONDITION OF CONTINUED EMPLOYMENT, ALL PERSONS ARE HEREAFTER EMPLOYED BY THE EMPLOYER IN THE UNIT WHICH IS 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 FOLLOWING THE EXECUTION DATE OF THIS AGREEMENT WHICHEVER IS THE LATER; THAT EFFECTIVE FROM AND AFTER THE THIRTYFIRST (31ST) DAY FOLLOWING THE EXECUTION DATE OF THIS AGREEMENT, 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 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

FIRM OR CORPORATION TO DO OR PERFORM ANY SUCH WORK; PROVIDED, HOWEVER, THAT EXCEPTIONS TO THIS ARTICLE SHALL BE MADE IN THE INSTANCE OF THE SALE OF EQUIPMENT DURING THE TERM OF THIS CONTRACT WHERE THE PURCHASER ASSUMES THE CONTINUED EMPLOYMENT OF THE EMPLOYEES THUS DISPLACED, OR WHERE THE EQUIPMENT OF THE EMPLOYER IS INADEQUATE, OR WHERE THE EQUIPMENT IS OTHERWISE MECHANICALLY INCAPABLE OF HANDLING THE WORK OR OTHERWISE UNAVAILABLE FOR USE, OR ALL EMPLOYEES ARE WORKING FULL TIME OR OTHERWISE UNAVAILABLE FOR THE WORK IN QUESTION, OR WHERE NO EMPLOYEE IN THE UNIT IS DISPLACED THEREBY.

ARTICLE XVIII UNION ACCESS TO PREMISES

AN AUTHORIZED REPRESENTATIVE OF THE UNION SHALL HAVE ACCESS AT TIMES DURING WORKING HOURS, TO THE EMPLOYER'S PREMISES FOR THE PURPOSE OF CONFERRING WITH THE OFFICERS OF THE UNION, THE SHOP STEWARD, THE EMPLOYER OR THE OFFICIALS AFTER FIRST MAKING HIS PRESENCE KNOWN TO THE COMPANY.

ARTICLE XIX RAIN GEAR

EMPLOYEES SHALL BE FURNISHED RAIN GEAR, IF NEEDED, BY THE COMPANY, FOR WHICH EACH EMPLOYEE WILL BE RESPONSIBLE, AND IT SHALL BE REPLACED BY THE COMPANY ONLY FOR NORMAL WEAR UPON RETURN OF THE WORE OUT GEAR.

ARTICLE XX HEALTH AND WELFARE

EFFECTIVE JANUARY 1, 2014, THE EMPLOYEES SHALL CONTINUE TO BE COVERED BY THE CURRENT COMPANY HEALTH & WELFARE PLAN AND THE EMPLOYER SHALL MAINTAIN THIS COVERAGE OR SUBSTANTIALLY EQUIVALENT COVERAGE UNDER A COMPARABLE PLAN THAT

MAY BE SUBSEQUENTLY OBTAINED BY THE COMPANY, FOR ALL REGULAR FULL-TIME EMPLOYEES THROUGH THE LIFE OF THIS AGREEMENT. THE EMPLOYER SHALL NOTIFY THE UNION OF ANY CHANGES IT HAS MADE IN INSURANCE CARRIERS OR IN ANY OTHER ASPECT OF THE PROGRAM.

ARTICLE XXI PENSION

EFFECTIVE JANUARY 1, 2014, THE EMPLOYER SHALL CONTRIBUTE TO CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND THE SUM OF FORTY

EIGHT DOLLARS AND SEVENTY CENTS (\$48.70) PER WEEK FOR EACH EMPLOYEE COVERED BY AGREEMENT, WHO HAS BEEN ON THE PAYROLL THIRTY (30) DAYS. EFFECTIVE JANUARY 1, 2015, THIS BENEFIT SHALL BE INCREASED TO FIFTY DOLLARS AND SIXTY CENTS (\$50.60) PER WEEK, PER EMPLOYEE. EFFECTIVE JANUARY 1, 2016 THIS BENEFIT SHALL BE INCREASED TO FIFTY TWO DOLLARS AND SIXTY CENTS (\$52.60) PER WEEK, PER EMPLOYEE.

ANY EMPLOYEE RECEIVING ANY COMPENSATION IN ANY WEEK FROM EMPLOYER SHALL HAVE HIS CONTRIBUTION PAID FOR THAT 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 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. NOTHING IN THE TRUST AGREEMENT

SHALL GIVE THE RIGHT TO THE TRUSTEES OR THEIR REPRESENTATIVES TO MAKE ANY INSPECTION OR INVESTIGATION OF THE BOOKS AND RECORDS OF ANY PARTY TO THIS AGREEMENT, UNLESS SUCH SHALL BE DONE BY A CERTIFIED PUBLIC ACCOUNTANT MUTUALLY AGREED TO BY THE PARTIES HERETO. 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 THE BALANCE OF THE MONTH LAID OFF PLUS ONE ADDITIONAL MONTH.

ARTICLE XXII

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.

ARTICLE XXIII

TERMINATION

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE 1st DAY OF JANUARY 2014, AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE 31st DAY OF DECEMBER, 2016, 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 SUCH EXPIRATION DATE.

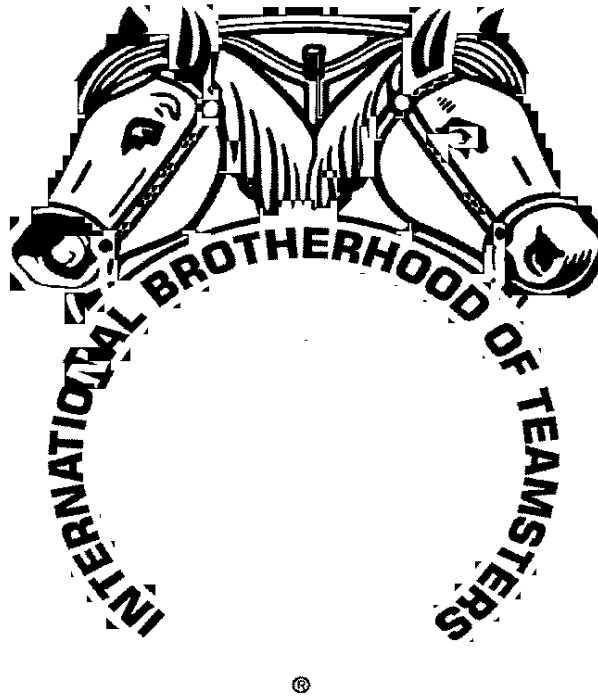
THE NOTICE OF TERMINATION OR MODIFICATION SHALL CONTAIN:

(1) AN OFFER TO MEET AND CONFER WITH THE OTHER PARTY AT A TIME MUTUALLY CONVENIENT FOR THE PURPOSE OF NEGOTIATING A NEW CONTRACT OR A CONTRACT CONTAINING THE PROPOSED MODIFICATIONS. THE PROPOSED MODIFICATION SHALL, IN SO FAR AS PRACTICAL, BE SET FORTH IN THE LANGUAGE DESIRED.

(2) THE PARTY RECEIVING SUCH NOTICE MAY, IN SO FAR AS PRACTICAL, REPLY BY THE SUBMISSION OF COUNTER-PROPOSALS WITHIN THIRTY (30) DAYS AFTER THE RECEIPT OF SUCH NOTICE TO TERMINATE OR MODIFY. SUCH COUNTERPROPOSALS 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.

AGREEMENT
BETWEEN
DELTA SANITATION, INC.
AND



GENERAL TEAMSTERS
LOCAL UNION NO. 406

EFFECTIVE
JUNE 1, 2013
THROUGH
MAY 31, 2016

RECEIVED

JUL 19 2013

CONTRACT
DEPARTMENT

By: Teamsters Local 406/Esanaba

A G R E E M E N T

THIS AGREEMENT made and entered into this 1st day of June 2013, by and between **DELTA SANITATION, INC.** administrators, executors and assigns, party of the first part 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 strikes and lockouts and other cessation 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 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 parties recognize and acknowledge 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".

The execution of this Agreement shall cover all operations of the Employer which are covered by this Agreement, and shall be applicable to the work performed within the classifications defined and set forth in the Agreement.

SECTION 2.

- A. All employees excluding office clerical employees, guards, and supervisors shall become members in good standing of the Union as a condition of employment. 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 on and after the 31st 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.

The parties agree to be in compliance with all State and Federal laws and findings of any tribunal of competent jurisdiction that affect or modify the provisions of Article 1, Section 2, A.

- B. It is further understood, and agreed to that the employees first 31 days of employment shall be a probationary period, and that no charges or claims shall be made against Delta Sanitation, Inc. in the event of employment termination prior to the 31st day.

The Fund requires that contributions be made as follows:

- A. on behalf of a participant whose absence from the job is due to an off-the-job injury/illness for *lesser of* (1) 4 weeks following the week in which the injury/illness occurred or (2) the duration of the off-the-job injury/illness related absence;
- B. 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;
- C. 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;
- D. for each week on behalf of a participant who worked or is compensated for any portion of the contribution week.
- E. Full-time non-bargaining unit employees will be eligible to participate in Michigan Conference of Teamsters Welfare Fund Plan 808.

In the event National Health Care is enacted, the parties shall enter into collective bargaining negotiations after receipt of written notice by either the Union or the Employer for the purpose of adjusting only the affected articles or sections.

SECTION 8. – PENSION: The Employer agrees to pay into the Central States Southeast & Southwest Areas Pension Fund for each employee covered by this Agreement who is on the regular seniority list a contribution of:

\$28.10 per week effective April 28, 2013
\$29.80 per week effective April 27, 2014
\$31.60 per week effective April 26, 2015
\$32.90 per week effective April 24, 2016
\$34.20 per week effective April 23, 2017

Effective July 1, 2013 Employees shall contribute three percent (3%) of the actual premium on a weekly basis.

All payments to the Central States Southeast and Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month. No pension contributions will be made for employees while not working except for vacation. In case of layoff or on the job injury the Employer will make up to four (4) weeks of pension contributions.

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 provisions of this Contract and although contributions may be made for those weeks into some other Pension Funds. 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 unless otherwise required by the Pension Fund.

INTRODUCTION

THIS AGREEMENT, signed MAY 22, 2012
and effective as of April 1, 2012, by and between

DETROIT PRODUCE TERMINAL (MAINTENANCE)
7201 W. FORT STREET
DETROIT MI 48209

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 call 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 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.

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.

Section 4. 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 the Union for each and every employee, working in the classifications hereinafter set forth, provided however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Union.

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

Section 5. A new employee will work under the provisions of this Agreement, but will be employed only on a ninety (90) 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 ninety (90) days, the employee will be placed on the regular seniority list as of the date of hire. In case of discipline within the ninety (90) day period, the Employer will notify the Union in writing.

Section 5. Casual Labor - The Union acknowledges the right of the Employer to utilize temporary casual labor in order to complete the Employer's work where regular seniority employees are not available for reasons such as absenteeism, leave of absence or vacation, or when there is an excess of work and the regular seniority employees are not on layoff.

ARTICLE XVI

HEALTH AND WELFARE AND PENSION

For each employee covered by this agreement who is on the regular seniority list prior to March 1, 2012, unless otherwise specified in Schedule "A" attached, the employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund a contribution for Plan 245 through April 14, 2012, and then, as of April 15, 2012, for Plan 233:

\$331.50 per week	Effective as of April 1, 2012
\$289.50 per week	Effective as of April 15, 2012
\$314.65 per week	Effective as of March 31, 2013
\$336.85 per week	Effective as of March 30, 2014
\$353.75 per week	Effective as of March 29, 2015
Maintenance of Benefit	Effective as of March 27, 2016

For new hires hired on or after April 1, 2012, the employer will pay a contribution for Plan 684:

\$235.05 per week	Effective as of April 1, 2012
\$250.00 per week	Effective as of March 31, 2013
\$269.85 per week	Effective as of March 30, 2014
\$277.85 per week	Effective as of March 29, 2015
Maintenance of Benefit	Effective as of March 27, 2016

Contributions for health insurance by all employees will be a percentage of the weekly premium and will be made to the company through weekly payroll deductions. The percentages are:

4/1/12	3/31/13	3/30/14	3/29/15	3/27/16
0%	5%	10%	10%	10%

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 agrees that it will cooperate with the Employer and take those actions necessary, including signing a new and/or revised Participation Agreement in order for the Employer to have the full benefit of the reduced contribution rate. Employee contribution payments to the Employer for health care will be through weekly payroll deduction.

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:

\$258.50 per week Effective as of March 1, 2012
\$268.80 per week Effective as of March 1, 2013
\$279.60 per week Effective as of March 1, 2014
\$290.80 per week Effective as of March 1, 2015
\$302.40 per week Effective as of March 1, 2016

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 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 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.

In those instances where the Employer is involved in a "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.

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 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 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.

DETROIT PRODUCE TERMINAL
ACCOUNT NO.: 2220100-0100-00337-A

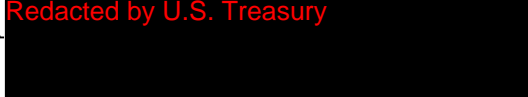
LETTER OF UNDERSTANDING AND AGREEMENT

Effective April 1, 2007, contributions will be remitted to the Central States Pension Fund on behalf of any employee covered by the collective bargaining agreement, including casual employees, 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.

DETROIT PRODUCE TERMINAL

LOCAL UNION NO. 337

By:  Redacted by U.S. Treasury

By:  Redacted by U.S. Treasury

Title: Agent

Title: TRUSTEE

Date: 4/15/08

Date: 4/11/08

RECEIVED RECEIVED

APR 22 2008

APR 22 2008

**CONTRACT
DEPARTMENT**

**CONTRACT
DEPARTMENT**

AGREEMENT

effective

March 25, 2014 through March 24, 2017

between

***DETROIT PRODUCE TERMINAL, INC.
(JANITORS)***

and

TEAMSTERS LOCAL 337



RECEIVED

OCT 28 2014

**CONTRACT
DEPARTMENT**

The International Brotherhood of Teamsters

INTRODUCTION

THIS AGREEMENT, signed this 7th day of October, 2014
and effective the day of March 25, 2014, by and between

DETROIT PRODUCE TERMINAL, INC. (JANITORS)

7201 W. FORT STREET DETROIT MI 48209

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 call 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 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

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 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. 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

For each Employee covered by this Agreement who is on the regular seniority list, the Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund for the Key 2 benefit package 741, unless otherwise specified in "Schedule A" attached, a contribution of:

\$316.00 per week

Effective as of March 25, 2014

\$137.40 per week

Effective as of June 29, 2014

\$143.80 per week

Effective as of March 29, 2015

\$155.65 per week

Effective as of April 3, 2016

The Employer shall pay the Employee-only (Tier 1) rate for each covered Employee. An Employee, if he or she so chooses, may also seek coverage for family, spouse or children, but the Employee shall be responsible for making the premium contribution for any such coverage, through payroll deduction, of the difference between the Employee-only rate (Tier 1) and the tiered rate (either 2, 3 or 4) chosen by the Employee.

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.

Contributions for health insurance by all employees shall be a percentage of the Tier 1 employee-only rate and shall be made to the company through weekly payroll deductions. The percentages are:

3/25/14

0%

3/29/15

5%

4/03/16

10%

Provided, however, that the Union agrees if any of the contribution rates are reduced in their amounts, the Employer shall have the full benefit of paying the reduced contribution amount. The Union agrees that it will cooperate with the Employer and take whatever actions are necessary, including signing a new and/or revised Participation Agreement, in order to allow the Employer to have the full benefit of any reduction in contribution rates.

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:

\$69.50 per week Effective as of March 25, 2014

\$72.30 per week Effective as of March 26, 2015

\$76.20 per week Effective as of March 26, 2016

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 the 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 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 a "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.

2239200-0104-00247A

COLLECTIVE BARGAINING AGREEMENT

By and Between

DEWITT PRODUCTS COMPANY

And

TEAMSTERS LOCAL UNION No. 247

Effective May 1, 2015 through April 30, 2018

RECEIVED

AUG 12 2015

**CONTRACT
DEPARTMENT**

THIS AGREEMENT, made and entered into this 1st day of May, A.D., 2015, by and between DEWITT PRODUCTS COMPANY, located at 5860 Plumer Avenue, Detroit, Michigan, party of the first part (hereinafter termed the Employer), 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 of the Employer; and of facilitating the 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;

NOW, THEREFORE, IT IS HEREBY AGREED:

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".

The terms of this Agreement shall apply to all full-time employees in the classifications of work set forth herein 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, within the present jurisdiction of the Union, as defined in Schedule "B" attached hereto.

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 of the Union in good standing as a condition of employment. All present, full-time employees who are not members of the Union and all full-time 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 ninetieth (90th) day following the beginning of their employment or on and after the ninety-first (91st) day following the effective date of this Subsection or the date of this Agreement, whichever is the later.

When the Employer needs additional full-time 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 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.

ARTICLE 16 HEALTH CARE PLAN AND PENSION

Section 1. Health Care Plan: The Employer agrees to maintain the Total Health Care Benefit Plan as described herein and as summarized in Schedule "C". DeWitt Products Company will provide a single (1) person, two (2) person and family health policies. New hires receive Plan B with co-pay. New hires receive Plan B only for the employee themselves. Said payments shall be as follows for duration of the Agreement:

The Employer shall pay the full cost of the insurance, less any current deductible. Current Deductible: a weekly co-pay of ninety-seven dollars twenty cents (\$97.20) will be in effect when new Plan B is in place.

Should the cost of the insurance increase, said increase(s) shall be shared equally (50/50) by the Employer and the employee through payroll deduction. A one hundred five dollar (\$105.00) will be the maximum for insurance co-pays. However if the cap is met, the Agreement may be re-opened, by either party for health care only.

DeWitt Product Company will offer a fifty percent (50%) payback (based on an average per employee cost) if an employee opts out of the DeWitt health care coverage with proof of such coverage with another health care plan from any provider. Employees can opt out of the DeWitt health care plan once per year. If the other health care plan is cancelled by the other provider employees covered by the terms and conditions of this Agreement may opt back into the DeWitt health care plan at any time.

Dental Care: One hundred percent (100%) coverage paid by DeWitt Products for the MMA/Metlife Dental Insurance Plan that employees are currently receiving.

Life and Short/Long Term Disability Insurance: One hundred percent (100%) coverage paid by DeWitt Products for the benefits that employees are currently receiving.

When an employee returns to work from any leave of absence or layoff, they shall be immediately reinstated into the insurance program. If the employee cannot be immediately reinstated into the insurance program the following will apply:

(a) If an employee works the first (1st) week in the month and then gets laid-off, their health insurance will continue for the rest of that month.

(b) When an employee returns from a lay-off, their insurance will be re-instated as soon as the health insurance policy allows. If the employee misses the enrollment for that month, then they will be re-instated no later than the first (1st) day of the next month.

(c) When recalling an employee from layoff and the employee misses the health insurance eligibility week, the Employer will reimburse the employee one-half (1/2) of the cost of the health insurance for that month.

(d) If at any time the Employer shows a pattern of missing the health insurance eligibility week when recalling employees from layoff, then the Employer will pay the full cost of the health insurance for that month to the employee.

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 care plan during the period of absence.

Section 2. Pension: 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:

<u>Effective Date:</u>	<u>Total Weekly Contribution:</u>
May 1, 2015	\$148.60
May 1, 2016	\$154.50
May 1, 2017	\$160.70

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 60055-0921.

Contributions to the pension fund must be made for each week, on each bargaining unit employee, after ninety (90) calendar days 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 (seasonally), part-time, or in cases of emergency "spot-help" under the terms of this Agreement, shall not be covered by the provisions to the pension plan of this Article. Unless they work one thousand (1,000) hours or more in any calendar year. Pension contributions will be required on that employee thereafter, for the remainder of that year and all subsequent years.

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 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 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 further agreed that in the event the Union is required to retain an attorney to start suit for the collection of delinquent pension payments, the Employer will pay the attorney's fees in full and all other costs of collection.

By the execution of this Agreement, the Employer authorizes the Employers Association, who are the signatories to similar collective bargaining agreements signed with the Union, to enter into appropriate trust agreements necessary for the administration of such fund and to designate the Employer Trustees under such trust 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.

ARTICLE 17 PAY PERIOD

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 Employer may, by mutual agreement, provide for semi-monthly pay periods. Each employee shall be provided with an itemized statement of their earnings and of all deductions made for any purpose, upon request of individual employees or Union representatives.

ARTICLE 18 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. Cancellation 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 due to the employee having given a fraudulent statement in obtaining said bond.

AGREEMENT

THIS AGREEMENT made and entered into this tenth (10th) day of June, 2013 by and between HENKEL CONSUMER PRODUCTS, hereinafter referred to as the "Company" and the Automotive Petroleum and Allied Industries Employees Union Local, hereinafter collectively referred to as the "Union," embodies the intent and purpose to promote and maintain harmonious industrial and economic relations between the Company and its employees at its Plant now located at 6901 McKissock Avenue, St. Louis, Missouri, hereinafter referred to as "the Plant," and to set forth herein the basic agreement covering the conditions of employment to be observed between the parties at this Company facility.

Article I RECOGNITION

The Company recognizes Local 618 as the sole collective bargaining agent for wages, hours and other conditions of employment pursuant to the certification of representatives (Certificate No., 14 RC-5680) of the National Labor Relations Board, United States of America, dated August 29, 1967, for all production and maintenance employees, including warehouse employees, laboratory technicians (otherwise called laboratory control or quality control technicians) involved in the operation of the Company's Plant now located at 6901 McKissock Avenue, St. Louis, Missouri. Recognition EXCLUDES all office clerical employees, professional employees, guards and supervisors as defined in the Act at this Company facility.

Article 2 DURATION

Section 1.

The term of this agreement shall commence on the tenth (10th) day of June 2013, and shall continue until 12:01 a.m. on the eleventh (11th) day of June 2018, and for additional periods of one (1) year thereafter, with the provision that should either party desire to modify or amend any portion or any of the terms hereof, it shall notify the other party in writing not less than sixty (60) days prior to the eleventh (11th) day of June 2018, or at the end of any subsequent yearly period.

Section 2.

If such notice is given by either party of its desire to modify or amend any portion of any of the terms hereof, then the party receiving such notice may, not later than fifty (50) days prior to the eleventh day of June 2018, or the end of any subsequent yearly period, notify the other party in writing of its desire to negotiate amendments or modifications thereof.

Section 3.

If either party gives such notice of a desire to amend this Agreement, negotiations with regard to an amended Agreement shall start approximately forty (40) days prior to the anniversary date of this Agreement.

If the terms for an amended Agreement have not been agreed to by the anniversary date of this Agreement, then this Agreement shall govern until one of the parties has given the other five (5) days written notice of termination of this Agreement.

Section 4.

Effective on the annual anniversary date of the Agreement, the Company may elect to effect wage increases in job classification(s) it deems appropriate.

Article 3 UNION SECURITY

All employees in the classification covered by this Agreement 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,

Article 27 COMPANY RULES

The Company will inform members of the Committees and the Local Unions of any new rules, the date effective and the reason for the rule. The Company further agrees to furnish a copy of the rules to the Committee and the Local Union, and to post same on the bulletin board.

Article 28 PENSION

The Company 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. Effective July 3, 2013, the Pension contribution for each employee covered by this Agreement will be \$132.30 per week. Effective July 3, 2014, the Pension contribution for each employee covered by this Agreement will be \$140.20 per week. Effective July 3, 2015, the Pension contribution for each employee covered by this Agreement will be \$148.60 per week. Effective July 3, 2016, the Pension contribution for each employee covered by this Agreement will be \$154.50 per week. Effective July 3, 2017, the Pension contribution for each employee covered by this Agreement will be \$160.70 per week.

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, except for seasonal or probationary employees.
- 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 Company of such absence, the Company shall continue to make the required contribution for a period of four (4) weeks.
- d) 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.
- e) 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.

(NOTE 1.) For purposes of defining "extra employee" it is understood such employee is currently in the employ of the contributing Company, having passed the ninety (90) calendar day probationary period and works intermittently.

The Union and the Company 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.

Delinquency - 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 his/her 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 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 employee for losses resulting therefrom.

Article 29 NONDISCRIMINATION CLAUSE

The Company and the union each agrees that there shall be no discrimination by either party against any applicant or employee because of race, color, creed, age, sex, religion or national origin, and that each party agrees to adhere to and conform with Presidential Executive Order No. 11246 (applicable to U.S. Government Contractors) and Title VII of the Civil Rights Act of 1964.

Article 30 WAIVER OF BARGAINING

This contract represents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised, and waived by the parties for the life of this Agreement. Moreover, the parties acknowledge that during the negotiations that resulted 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 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 agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. In the event that any part of provision of this Agreement shall be rendered or declared invalid by reason of any law, regulation, order or decree of any court or board, (such as the Americans with Disabilities Act) then only that part of provision rendered or declared invalid shall be considered null and void, and the remainder of this Agreement shall remain in full force and effect according to its original terms; provided, however, that in such event the parties agree to negotiate in good faith for such modified provision as will be valid on the same subject matter.

Article 31 CONTINUOUS OPERATIONS

The 8 hour/12 hour combination continuous operation schedule set forth in Exhibit "B" will be implemented in the Plant. For employees currently working a non-continuous operations schedule, the Company will provide three (3) months notice prior to implementation of the 8 hour/12-hour combination continuous operations schedule. At the time of implementation, the positions converting to the continuous operations schedule will be open for bid to all employees.

LETTER OF UNDERSTANDING

During the 2008 Labor Negotiations, Teamsters Local 618 and Henkel Consumer Products agreed to allow the use of casual labor. Casual labor responsibilities will include the following: labeling, re-labeling, stickering, display pallet building, inspection and repackaging of goods, hand feeding of packaged components, packaging of sales samples, multi-unit shrink / stretch wrapping, hand-packing, hand palletizing, manual spout and trigger insertion, manual hand capping, promotional material insertion / application and movement of materials and finished pallets to support the above activities and simple start/stop functionality of equipment to support the above activities. The number of casual labor employees is not to exceed 50. This is agreed to by both parties and the Company has agreed not to abuse this allowance. This allowance is to improve the prospect of bringing new work into The St. Louis Plant. Following the 2013 Negotiations the Company will conduct informational meetings with all Team Managers and Union Stewards for the purpose of insuring alignment on the utilization of this contract provision. The Company will meet quarterly with the Grievance Committee to review the use of Casual labor.

1. No current members of Teamsters Local 618 will be laid off as a result of the Company's use of casual labor.
2. All of the casual labor employees shall be designated by wearing a colored vest to distinguish them from any Local 618 member.
3. The casual labor employees shall not be employees of The Henkel Consumer Products and will be supervised by their own supervision from their own employer. Casual labor employees are not eligible for any benefits or privileges provided for in the Agreement.
4. All supervisors who are not employed by Henkel shall not have the right to discipline any Teamster Local 618 member or have the right to direct the work of any Teamster Local 618 member.
5. The outside employer who is awarded this work and its employees shall be held to the same safety and conduct standards of all Henkel employees.
6. No employee of the outside employer shall perform any of the duties included in the Agreement between Teamsters Local 618 and Henkel.
7. The scope of this Letter of Understanding between the Union and the Company is to improve the prospect of bringing new work into the St. Louis Plant and make this location a more viable facility for future consideration before outsourcing to a co-packer.
8. The parties agree that in the event that the maximum number of casual labor employees is reached, the Company and the 2013 Negotiating Committee will discuss and potentially agree to increase the allowable number of casual labor employees.
9. Any bargaining unit employees laid off during the life of this Agreement may elect to perform the above-described casual labor tasks at the rate of \$12.00/hour, plus pension contributions for any week or portion thereof worked. In addition, for the month following any month in which a bargaining unit employee performs 80 hours or more of casual labor, the Company will pay the Company contribution towards the employee's monthly COBRA equivalent premium, if elected, for medical, vision and dental benefits. For all other purposes, any such employee who elects to perform casual labor is treated the same as casual labor employees under this Letter of Understanding. No matter who is performing the work, the work shall remain outside the scope of the Agreement. Once an employee is offered and elects not to perform this work or performs the casual labor work and later decides to stop, the laid off employee remains on the recall list and will not be provided further casual labor opportunities.

AGREEMENT

BETWEEN

**D.W. DICKEY & SON
Columbiana County locations**

AND

**GENERAL TRUCK DRIVERS AND
HELPERS LOCAL UNION NO. 92**

**Affiliated with the International Brotherhood
Of Teamsters**

EFFECTIVE APRIL 15, 2015 THROUGH APRIL 14, 2018

RECEIVED

JUN 22 2015

**CONTRACT
DEPARTMENT**

THIS AGREEMENT, made and entered into by and between D.W. DICKEY & SON, hereinafter referred to as the "EMPLOYER," and GENERAL TRUCK DRIVERS AND HELPERS LOCAL UNION NO. 92, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, and 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, Ready Mix Drivers, Warehousemen, Yardmen, Cranemen and Dockmen.

The Employer will neither negotiate nor make collective bargaining agreement for any of its employees in the bargaining unit covered hereunder unless it be through duly authorized representatives of the Union.

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 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.

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 calendar day following the beginning of their employment or on and after the 31st calendar 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 2. 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 16 – HEALTH AND WELFARE

The Employer agrees to maintain the current health and welfare benefits, employee bi-weekly premium contribution and all such related benefits in effect through May 31, 2015. Effective June 1, 2015, the Company will participate in the Fleet Owner's Insurance Fund ("Fund"), Plan A, and all bargaining unit employees will be enrolled in that Fund. The Company will pay the entire insurance premium for the benefits provided by the Fund as set out below:

	<u>Year 1</u> (through 2015)	<u>Year 2</u> (Jan. 1, 2016)	<u>Year 3</u> (Jan. 1, 2017)	<u>Year 4</u> (Jan. 1, 2018)
Single	\$625/mo/ee	\$675/mo/ee	\$725/mo/ee	\$775/mo/ee
Family	\$1,250/mo/ee	\$1,375/mo/ee	\$1,495/mo/ee	\$1,625/mo/ee

When an employee is laid off, the employee must pay \$40 per pay to the Company to offset the cost of the insurance premium that the Company will pay to the Fund on behalf of the laid off employee. Laid off employees shall be covered in this regard for a period of no more than three (3) months.

The Company will pay contributions to the Health and Welfare Fund for each employee who reports to work for two (2) or more days per 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 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 a 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 or 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.

ARTICLE 17 – PENSION

Effective April 15, 2015, the Employer will contribute \$44.90 per day (for a maximum of five (5) days per week). Effective April 15, 2016, the Employer will contribute \$46.70 per

day (for a maximum of five (5) days per week). Effective April 15, 2017, the Employer will contribute \$48.60 per day (for a maximum of five (5) days per week).

The Employer will contribute the above said funds 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) calendar days.

Contributions shall be made to the Pension Fund on behalf of all employees performing work as described in the Collective Bargaining Agreement that receives any compensation in a day.

By the execution of this Agreement, the Employer authorized 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 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 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 Plan 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 case of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

ARTICLE 18 – TEAMSTERS NATIONAL 401(K) SAVINGS PLAN

Effective April 15, 2015, Employees may participate in the Teamsters National 401(k) Savings Plan and be eligible to make elective deferrals from their own pay in a percentage amount. All contributions will be fully vested at all times.

This 401(k) Plan (the "401(k) Plan") shall be the Teamsters National 401(k) Savings Plan. There shall be no other 401(k) plan under this Contract for operations under this Contract

or for operations under the Teamsters National Contract to which Employers who are party to this Contract are also parties.

ARTICLE 19 – DELINQUENCY IN PAYMENT OF HEALTH AND WELFARE AND PENSION

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 Health and Welfare and/or Pension Funds, in accordance with the rules and regulations of the Trustees 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/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 Employer shall be responsible to the employees for losses resulting therefrom.

ARTICLE 20 – SAFETY

The Employer shall not require employees to take out on the street or highway any vehicle not equipped with the safety appliances required by law or any vehicle that is not in a safe operating condition.

It is agreed that employees will be bailed out if accused of any misdemeanor in connection with the faithful discharge of their duties.

ARTICLE 21 - STEWARDS

The Union shall appoint a steward, if and when necessary, in each garage or terminal, whose duties shall be to ascertain the standing of the employees of such garage or terminal, his duties shall in no way conflict with his duties to his Employer. Notice of the appointment of a steward or changes in steward shall be given to the Employer by the Union. Before discharging a steward, the Employer shall, in every case, take up the matter with the Officers of the Union.

ARTICLE 22 – CO-OPERATION

The Employer agrees to furnish upon demand, evidence that the terms of this Agreement are being carried out. There shall be no discrimination against any member of the Union because of race, creed, color or sex by Foremen, superintendents or any other parties in the employ of the Employer.

COLLECTIVE BARGAINING AGREEMENT

By and Between

**D. W. DICKEY & SONS
JEFFERSON COUNTY STEUBENVILLE PLANT**

-AND-

**GENERAL TRUCK DRIVERS AND HELPERS UNION
LOCAL NO. 92**

April 15, 2015 — April 14, 2018

RECEIVED

JUN 22 2015

**CONTRACT
DEPARTMENT**

THIS AGREEMENT, made and entered into by and between D.W. DICKEY & SON, 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."

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, Ready Mix Drivers, Warehousemen, Yardmen, Crane Men, and Dock Men at the Jefferson County Steubenville Plant only.

This agreement shall only cover work at the Steubenville, Ohio plant and those employees working out of the Steubenville, Ohio concrete plant shall not be utilized at the D.W. Dickey's other three plants except in extreme and infrequent emergency situations. 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 classification 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 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 calendar day following the beginning of their employment or on and after the 31st calendar 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.

The Company will pay contributions to the Health and Welfare Fund for each employee who reports to work for two (2) or more days per 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 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 a 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 or 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.

ARTICLE 19 - Pension

Effective April 15, 2015, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of twenty two dollars and sixty cents (\$22.60) per day for a maximum of five days per week for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more. Effective April 15, 2016, the contributions shall be twenty three dollars and fifty cents (\$23.50) per day for a maximum of five days per week for each employee. Effective April 15, 2017, the contributions shall be twenty four dollars and forty cents (\$24.40) per day for a maximum of five days 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 or for operations under the Southeast and Southwest Areas Contract to which Employers who are party to this Contract are also parties.

Contributions shall be made to the Pension Fund on behalf of all employees performing work as described in the Collective Bargaining Agreement that receives any compensation in a day.

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 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 case of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

ARTICLE 20 – Teamsters National 401(k) Savings Plan

Effective April 15, 2015, Employees shall participate in the Teamsters National 401(k) Savings Plan and be eligible to make elective deferrals from their own pay in a percentage amount. Effective April 15, 2015, the Employer shall contribute to the 401(k) Plan the sum of twenty two dollars and thirty cents (\$22.30) per day for a maximum of five days per week for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more. Effective April 15, 2016, the contributions shall be twenty three dollars and twenty cents (\$23.20) per day for a maximum of five days per week for each employee. Effective April 15, 2017, the contributions shall be twenty four dollars and twenty cents (\$24.20) per day for a maximum of five days per week for each employee. All contributions will be fully vested at all times.

This 401(k) Plan (the "401(k) Plan") shall be the Teamsters National 401(k) Savings Plan. There shall be no other 401(k) plan under this Contract for operations under this Contract or for operations under the Teamsters National Contract to which Employers who are party to this Contract are also parties.

Contributions shall be made to the 401(k) Plan on behalf of all employees performing work as described in the Collective Bargaining Agreement that receives any compensation in a day.

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 plan, 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 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 401(k) Plan during the period of absence.

Contributions to the 401(k) Plan must be made for each day on each regular or extra employee, even though such employee may work only part time under the provisions of this Contract, including days where work is performed for the Employer but not under the provisions of this Contract, and although contributions may be made for those days into some other 401(k) plan. 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.

ARTICLE 21 - Delinquency in Payment of Health and Welfare & Pension

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 Health and Welfare and/or Pension Funds, in accordance with the rules and regulations of the Trustees 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/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 Employer shall be responsible to the employees for losses resulting therefrom.

ARTICLE 22 - Safety

The Employer shall not require employees to take out on the street or highway any vehicle not equipped with the safety appliances required by law or any vehicle that is not in a safe operating condition.

It is agreed that employees will not be bailed out if accused of any misdemeanor in connection with the faithful discharge of their duties.

AGREEMENT

INDEXED

FEB 18 2003

between

SCANNED

DILLMAN & UPTON, INC.

FEB 18 2003

and

TEAMSTERS LOCAL UNION NO. 247

an affiliate of the

International Brotherhood of Teamsters

Effective: April 1, 2001

Expiration: March 31, 2006

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, is made and entered into this 1st day of April, 2001, by and between DILLMAN & UPTON (hereinafter called the "Employer"), located at 607 Woodward, Rochester, MI 48063, and TEAMSTERS LOCAL UNION NO. 247, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, (hereinafter called the "Union"), located at 2741 Trumbull Avenue, Detroit, Michigan 48216.

ARTICLE I RECOGNITION OF UNION

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 for all employees in those classifications of employees covered by this Agreement and listed in Article XXVI, Classifications and Wages, employed by the Employer at the aforesaid locations.

ARTICLE II 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 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, no later than either the thirty-first (31st) day following the beginning of their employment or the thirty-first (31st) 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

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. Contributions to the Michigan Conference of Teamsters 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 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, provided, however, the employee must work more than one day in a calendar week if work is available unless excused because of proven illness or time off is mutually agreed to.

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. During the term of this Agreement, remittance shall be payable on the first of each month for all full work weeks completed the previous month. Payments shall be made on or before the fifteenth (15th) day of the month following.

ARTICLE XXII PENSIONS

SECTION 1. The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund, for each regular full-time employee covered by this Agreement, who has completed his probationary period, as follows:

April 1, 2001	85.00 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 Agreement for operations under this Agreement or for operations under the Southeast and Southwest Areas agreements to which the Employer is also a party.

SECTION 3. By the execution of this Agreement the Employer authorizes the employers' 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 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 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 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. Provided, however, the employee must work more than one day in a calendar week if work is available, unless excused because of proven illness or time off is mutually agreed to. 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 of each month for all full work weeks completed the

previous month. Payments shall be made on or before the fifteenth (15th) of the month following and forwarded to a depository to be selected by the parties hereto. Copies of the Trust Agreement will be on file subject to inspection at the offices of both the Union and the Employer.

SECTION 7. The Employees will be allowed to participate in the Employer's 401 (K) Plan.

ARTICLE XXIII CREDIT UNION

The Employer agrees to deduct from each employee, who so authorizes it in writing, a specified sum each and every payroll and to pay this sum to the Teamsters Credit Union of Wayne and Oakland Counties, not less frequently than monthly. The employees may revoke at any time this authorization and assignment by filing with the Employer and the Credit Union a statement in writing that he does not wish the Employer to continue making such deductions, provided, that such revocation shall not be effective for ten (10) days from the date it is received by both the Employer and the Credit Union.

ARTICLE XXIV MILITARY SERVICE

Any employee on the seniority list inducted into military, naval, marine or air service under the provisions of any Federal Selective Training Statute and amendments thereto, or any similar act in time of national emergency, respectively, shall, upon termination of such service, be re-employed 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

DILLMAN & UPTON
ACCOUNT NO.: 2280800-0104-247-A
LETTER OF UNDERSTANDING AND AGREEMENT

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 90 calendar days.

The parties agree that in the event that an individual employed on a less than full 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 contract for regular employees.

Article XXV, **Classifications and Wage Rates**, Section 1., states "This agreement will apply only to employees of this Company who are currently performing work in either of the two listed classifications." The listed classifications are Lumber Inventory Specialist and Service Technician. For purposes of participation in the Central States Pension Fund, the Employer agrees to contribute on behalf of all employees working in these two classifications, Lumber Inventory Specialist and Service Technician. This includes the two current employees and any newly hired employees once they have completed the 90 day probationary period.

Dillman & Upton
(Attn: Brad Upton)

Local Union No. 247
(Attn: Tom Ziembovic)

Redacted by U.S. Treasury

Date _____

Date 9-9-99

Central States Contact: Cindy McGinnis
(800)323-2152, ext. 3194
Fax (847) 518-9770

CENTRAL STATES

Fax:8475189773

Sep 9 1999 11:19

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DILLMAN & UPTON
ACCOUNT NO.: 2280800-0104-247-A
LETTER OF UNDERSTANDING AND AGREEMENT

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Dillman & Upton
(Attn: Brad Upton)

Redacted by U.S. Treasury

Local Union No. 247
(Attn: Tom Ziembovic)

C&O
Date 9-10-99

Date _____

Central States Contact: Cindy McGinnis
(800)323-2152, ext. 3194
Fax (847) 518-9770

LOCAL SUPPLEMENTAL AGREEMENT

Dillon Stores and Teamsters Local No. 795 who are parties to the Kroger and IBT Master Collective Bargaining Agreement hereby agree to the following supplemental terms and conditions for bargaining unit employees.

ARTICLE ONE **PRINCIPALS AND PURPOSE**

Section 1. THIS LOCAL SUPPLEMENTAL AGREEMENT is between Dillon Stores Co., Division of Dillon Companies, Inc., Hutchinson, Kansas, hereinafter referred to as the Employer or Company and Teamster's Union Local No. 795, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

Section 2. The purpose of this Agreement is to set forth herein the Local Supplemental Agreements to the Master Agreement to be observed between the parties covering rates of pay, hours of work, and other conditions of employment not covered under the Master Agreement for all employees coming under this Local Supplemental Agreement and working at the Employer's Warehouse in Hutchinson, Kansas and Goddard, Kansas, classified as warehouse, custodial, and building maintenance employees.

ARTICLE TWO **UNAUTHORIZED ACTIVITY**

Section 1. It is understood and agreed that the Union shall have no financial liability for acts of its members or agents which are unauthorized and which the Union cannot control. It is agreed, however, that in the event of any such unauthorized action, the Union shall, upon receiving notice thereof, urge its members to return to work, if there be a work stoppage, and just as soon as practical address a letter to the Company, notifying the Company that the action of the Union members or agents is unauthorized.

Section 2. The Company, during the first twelve (12) hour period of such unauthorized work stoppage, shall be privileged to discipline, short of discharge, employees responsible for such unauthorized activities without violations of the terms of this Agreement. After the first twelve (12) hour period of such stoppage, and if the stoppage continues, the Employer shall have the sole and complete right to immediately discharge any employee participating in the stoppage and such employee shall not have the right to any recourse.

Section 3. In order that the Company may be apprised of the officers of the Union empowered to authorize strikes, work stoppages, or actions which will interfere with the activities required of employees under this Agreement, it is understood and agreed that only the Business Representative of the Union has the power of authority to authorize any such actions or give the orders or directions necessary to carry out any such action.

ARTICLE THREE **UNION BULLETIN BOARDS**

Section 1. Employer will furnish Union bulletin boards. The Union shall have the right to post Union Notices or other notices on the bulletin boards on authorized Union

RECEIVED

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:

Memphis, Houston, Michigan - Weekly			
Current	12/11	12/12	12/13
\$186.09	\$195.40	\$203.20	\$211.30
Dillons - Weekly			
Current	03/12	03/13	03/14
\$186.09	\$195.40	\$203.20	\$211.30
Crossroads - Weekly			
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.

The Employer hereby accepts as Employer Trustees, the present Employer Trustee 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.

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 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 Agreement shall be covered by the provisions of this paragraph once they have worked over 1,000 hours in a 12 month period, except for grocery warehouse employees hired after 12/12/05 who are covered after 30 days. The dates set for in Section 31.2 regarding the dates of increase for pension contributions are subject to approval by the Pension Fund Trustees.

The Employer will maintain the existing Pension plan with modifications, including any cost reduction changes that occur as a result of Master Freight negotiations.

Section 31.4 – Grocery Warehouse Plan

Effective for hours worked the month following ratification, beginning on the 31st calendar day of employment as a Grocery Warehouse Employee (as defined by Appendix J of Central States Pension), the following schedule will apply for those employees classified in positions in warehouse operations.

Years 1 – 3	50% of full rate
Year 4 and thereafter	100% of full rate

Fully Recommended Memorandum of Agreement for Ratification

Between

The Kroger Co.

And

International Brotherhood of Teamsters

The Kroger Co. and International Brotherhood of Teamsters are parties to a Master Collective Bargaining Agreement. The parties have met and reached an agreement ("Agreement") for a successor Kroger Master Agreement. Such new Agreement shall contain the provisions of the expiring Kroger Master Agreement between the respective parties as modified. The new Kroger Master Agreement shall have a term of September-11, 2011 through September-13, 2014. The attached documents and the current Kroger Master Agreement, as modified herein, represents the entire agreement between the parties.

The parties reserve the right to correct any drafting errors or omissions in this Memorandum of Agreement.

The Union and the Kroger Bargaining Committees agree to fully recommend and support the ratification of this Agreement.

Signed and agreed this 6th day of January, 2012:

For The Kroger Co.
Redacted by U.S. Treasury

[Redacted signature block for The Kroger Co.]

For International Brotherhood of Teamsters:
Redacted by U.S. Treasury

[Redacted signature block for International Brotherhood of Teamsters]

APR 05 2012

CONTRACT
DEPARTMENT

AGREEMENT
BETWEEN
C.C. DILLON COMPANY
AND
AUTOMOTIVE, PETROLEUM AND ALLIED
INDUSTRIES EMPLOYEES UNION, LOCAL 618

APRIL 1, 2012 THROUGH MARCH 31, 2017

RECEIVED

JUL 09 2012

**CONTRACT
DEPARTMENT**

This Agreement entered into by and between C. C. Dillon Company, party of the first part, hereinafter referred to as the "Employer," and the AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES EMPLOYEES UNION, LOCAL NO. 618, party of the second part, hereinafter referred to as the "Union," acting as the sole and exclusive collective bargaining agent for the bargaining unit set forth in Article I.

ARTICLE I - RECOGNITION

The Employer agrees to recognize the Union as the sole collective bargaining agent for Truck Drivers employed at its Jefferson County, Missouri facility. 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. (See Addendum "A").

Employees having classifications other than or in addition to the classifications as outlined above, see Addendum "B."

Truck Drivers -- Those employees who deliver, unload, transport and load (or assist in loading) all petroleum and chemical by-products in liquid, gaseous or dry form by the case, barrel or bulk; T.B.A. and other products and commodities and perform work relating to these truck driver duties.

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 seven (7) days' notice in advance of its intent to make this change. During this seven (7) day period, the Employer and the Union shall discuss the change. In the event that a new classification is established at the Employer's location, the Employer will discuss the job duties and negotiate the rate of pay of such classification in advance with the Union.

b. 1. In the case of an emergency or when necessary to expedite the job at hand in a reasonable and efficient manner, an employee may be required to perform temporarily jobs of another classification.

2. When any employee is required to work on a job four hours or more, in a classification which receives a rate of pay higher than his normal rate, he shall receive the higher rate for the entire day.

3. When changes or improvements of a technological nature result in a surplus of regular employees, the Employer will consider and discuss with the Union reasonable alternatives in a conscientious effort to avoid laying off such employees.

ARTICLE II - 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

b. Part-time employees are those who are regularly employed on a schedule of twenty (20) 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 XVIII - PENSION PLAN

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:

Effective 4/1/12 - 3/31/13	\$182.20 per week, per employee
Effective 4/1/13 - 3/31/14	\$193.10 per week, per employee
Effective 4/1/14 - 3/31/15	\$204.70 per week, per employee
Effective 4/1/15 - 3/31/16	\$217.00 per week, per employee
Effective 4/1/16 - 3/31/17	\$225.70 per week, per employee

Employer contribution requirements shall be as follows:

- a. On each regular employee who has 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 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 the 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 XIX - NON-DISCRIMINATION

Neither the Company nor the Union shall discriminate against an employee because of any factor prohibited by applicable law, to the extent such is defined by applicable law.

ARTICLE XX - UNION DUES DEDUCTION

The Employer will deduct monthly from their wages and turn over to the Union on or before the fifteenth (15th) day of the following month, the initiation fees 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 XXI - STEWARDS

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 stoppages. 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.

Shop Stewards so appointed by the Union must have been an employee for the Employer for at least one (1) year.

ARTICLE XXII - PROTECTION OF RIGHTS

It shall not be a violation of this Agreement nor grounds for discipline or discharge or loss of seniority or permanent replacement for the employees covered hereunder to refuse to make delivery of merchandise to an Employer or to the premises of an Employer or to cross a picket line around the premises of an Employer under the following circumstances:

a. Whenever the employees of the Employer being picketed are engaged in a strike ratified or approved by a representative selected by a majority of such employees. Provided, however, that if such Employer is subject to the jurisdiction of the National Labor Relations Board, the representative of said employees shall be a representative whom said Employer is required to recognize under the provisions of the National Labor Relations Act, as amended.

b. Whenever the employees of an Employer, or any of them are engaged in a strike occasioned by the discharge of an employee for joining or not joining a Union provided, however, that such strikes shall be ratified or approved by the legal representative of the employee or employees striking for such reason.

**THIS AGREEMENT ENTERED INTO BY AND BETWEEN
CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN & HELPERS**

**LOCAL UNION NO. 135 AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

AND

DISTRIBUTORS TERMINAL CORPORATION

JULY 17, 2013 THROUGH JUNE 30, 2016

ORIGINAL

RECEIVED

DEC 09 2013

**CONTRACT
DEPARTMENT**

PREAMBLE

DISTRIBUTORS TERMINAL CORPORATION hereinafter referred to as the "Employer" or "Company" and **CHAUFFEURS, TEAMSTERS WAREHOUSE-MEN AND HELPERS, LOCAL 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 **UNION SHOP**

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.

1.2 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 thirtieth (30th) 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 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 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.

1.3 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 this 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.

Company shall have the sole and complete right to immediately discharge any employee participating in any unauthorized strike, slow-down, walk-out, or any other cessation of work, and such employees shall not be entitled to or have any recourse to any other provision of this Agreement.

ARTICLE 23

SEPARABILITY AND SAVINGS CLAUSE

23.1 If any Article or Section of this Contract or of any Riders thereto should be held invalid by operation of law or by a 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.

23.2 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 penalties 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 24

PENSION CLAUSE

24.1 Effective July 17, 2013, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund (Schedule B) the sum of One Hundred Thirty Two Dollars and Thirty Cents (\$132.30) per week for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more.

24.2 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 Area Contracts to which Employers who are party to this Contract are also parties.

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

24.4 In 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.

24.5 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.

24.6 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 25

FUNERAL LEAVE

25.1 In the event of a death in the family (Father, Mother, Father-in-Law, Mother-in-Law, Wife, Husband, Brother, Sister, Son, Daughter, or Grandchild, a regular employee shall be entitled to a maximum of three (3) days off. The compensated days must fall within the employee's regularly scheduled work week.

ARTICLE 26

SAFETY TRAINING EDUCATIONAL AND TRUST FUND

26.1 Effective July 1, 1994, the Employer agrees to contribute to the Indiana Teamsters Safety Training and Educational Trust Fund, One Dollar and Twenty Cents (\$1.20) per week for each employee working under this Agreement.

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE DOAN COMPANIES

AND

TEAMSTERS LOCAL UNION No. 247,
an affiliate of the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Effective: April 17, 2011 – March 28, 2015

RECEIVED

SEP 22 2011

CONTACT
DEPARTMENT

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into the 17th day of April, 2011, by and between The Doan Companies (facility locations listed in Article I, Section A.), 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 every one 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, all transit mix concrete yard personnel, including transit mix concrete truck mechanics, maintenance personnel, advanced mechanics, mechanic helpers, drivers of sand and gravel trains, low boys employed by the Company at its facilities located at: 3670 Carpenter Rd., Ypsilanti, MI 48197; and 3840 E. Morgan Rd., Ypsilanti, MI 48197. 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 (31st) day following the beginning of their employment or on and after the thirty-first (31st) 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.

paragraph. There shall be no eligibility penalty for absence due to illness or other reasonable documented excuse.

The Company has no obligation or duty hereunder other than to pay the prescribed sums on the dates due.

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/her contribution to the health and welfare fund created under this Agreement, in accordance with the rules and regulations of the trustees of such fund, after the proper official of the Union has given seven (7) days' notice to the Company in writing of such delinquency in health and welfare payments, and upon refusal of the Company to make the necessary payments immediately, 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 Company shall be responsible to the employees for losses resulting therefrom. Payments made in error shall be refunded.

The Company will be assessed ten percent (10%) by the health and welfare fund for each month that the payments into the health and welfare fund are delinquent.

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.

During the life of this Agreement, employees who have established eligibility for health insurance coverage will be eligible for extended coverage to a maximum of six (6) weeks per year. A maximum of three (3) weeks' extended coverage will be provided by the Company followed by a maximum of three (3) weeks' coverage provided by the MCTWF. Employees are not eligible for Company provided extended coverage until they have exhausted the three (3) weeks provided by the welfare fund. There shall be no carryover of unused bank weeks from one (1) year to the next.

ARTICLE XIX PENSION

A. 1. For Employees Other than Progression Employees: The Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund (the "Fund"). The Company agrees to pay not more than the following pension contributions

(Level 18). Said contributions are to be effective upon completion of the probationary period, retroactive to the 30th calendar day.

<u>Effective Date:</u>	<u>Rate per Day:</u>	<u>Maximum per Week:</u>
4/17/11	\$46.20	\$231.00
6/1/11	\$49.90	\$249.50
6/1/12	\$52.90	\$264.50
6/1/13	\$55.00	\$275.00
6/1/14	\$57.20	\$286.00

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 31st day following their date of hire.

C. In the event the Fund 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 (1st) Friday following the sixtieth (60th) day after the date of the Company's written notice.

D. During the term of this Agreement, should the members, by majority vote, elect to go to a higher classed pension plan, any increase in the contribution rate will be deducted from the employees' hourly wage rates.

E. 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 one (1) year 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. 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.

F. This Article shall be amended to incorporate the terms and conditions of the attached "Supplemental Agreement" for Benefit Class #18 participation and the "Letter of Understanding and Agreement" setting forth the Benefit Class #18 hourly wage reductions.

ARTICLE XX 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 is required by the specific provisions of this Agreement.

ARTICLE XXI MANAGEMENT RIGHTS

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 regulation of all equipment and other property of the Company and the quality and quantity of work to be produced; the determination of the product to be manufactured; equipment, trucks and machines to be used; and the manpower requirements.

The right to hire and maintain order and efficiency, to discharge for proper cause, to promote and discipline; the quality and quantity of work to be produced and the standards of workmanship; the right to determine the extent and nature of all equipment (as long as such equipment may be safely operated), the general method of operating its business, the business hours of its establishment, the number of shifts, the maintenance and dispatching of delivery schedules, the standards of workmanship, the assignment and transfer of personnel and work hours thereof; the right to determine the scheduling of work days, and the periods of shut-down for any Company facilities; the right to schedule, change, eliminate, and require overtime work; the right to establish or change or discontinue incentive or bonus compensation are all recognized by the Union and the

This AGREEMENT; made and entered into this 1st day of March, 2014 by and between DOAN COMPANIES, located at 3670 Carpenter Road, P.O. Box 980629, Ypsilanti, Michigan 48197, 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".

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 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.

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 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 thirty-first (31) day following the beginning of their employment or on and after the thirty-first (31) day following the effective date of this Agreement or the date of the execution of this Agreement, whichever is the latter.

Section 3 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.

AGREEMENT

DOAN COMPANIES

AND

**TEAMSTERS
LOCAL 1038**

**Affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

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CONTRACT
DEPARTMENT

Effective 3/1/2014 thru 12/14/2017 (Midnight)

of the product to be manufactured; equipment, trucks and machines to be used, and the manpower requirements.

The right to hire and maintain order and efficiency, to discharge for proper cause, to promote and discipline, to adopt and enforce reasonable rules on conduct mutually agreed to between the company and the union, the right to determine the extent and nature of all equipment (as long as such equipment may be safely operated), the general method of operating its business, the business hours of its establishment, the number of shifts, the maintenance and dispatching of delivery schedules, the standards of workmanship, the assignment and transfer of personnel and work hours thereof, and the necessity from overtime work, are all recognized by the Union and the employees to be among those rights vested in the company. Actions taken by 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. Seniority employees will be eligible for extended coverage (banked weeks) to a maximum of 3 weeks paid by the Company in each contract year. If an employee works for 2 days or less per week and is not available to work the remainder of the week, the employee will not be charged a bank week if the employee reimburses 50% of the company's weekly health care premium.

The employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund for each employee covered by this Agreement, the total cost of the 263, 294 and 820 Plans as defined below. 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.

Effective	Plan	Weekly Rate
(Employees who were on the seniority list as of 2/29/2008)		
03/01/2014	263	\$326.85
03/30/2014	263	\$360.75

(Employees who were hired after 2/29/2008)

03/01/2014	294	\$302.30
03/30/2014	294	\$325.00

01/04/2015	820	\$320.80
03/29/2015	820	\$335.25
04/03/2016	820	\$343.30
04/02/2017	820	\$365.95

Weekly payroll contributions will be made by the employees on a pre-tax basis of ten dollars (\$10.00) per week for the life of this Agreement to offset the health and welfare benefits set out above.

The four (4) employees listed below who are presently covered under Plan 263 will each receive upon ratification a lump sum payment on a separate check in the amount of one thousand two hundred eighty dollars (\$1,280.00).

Donald Schmuicker
Jeff Deshler
Ronald Bickham
Mitchel Peterson

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.

Company Contributions 401(k) Plan

Employees hired prior to ratification which had hourly Company 401(k) contributions made on their behalf and were not vested at 100% shall be vested in accordance of the Pension Protection Act of 2006 to provide the following vesting schedule for non-matching contributions. 1 year – 0%, 2 years – 20%, 3 years – 50%, 4 years – 60%, 5 years – 100%

The Employer agrees that all employees covered by this Agreement will be able to make contributions via payroll deductions to the (TransAmerica) 401(k) Plan currently in place on a self-contribution basis.

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.

In those instances where the Employer is involved in an Aowner-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.

ARTICLE 18

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 over scale wage rates may be established or maintained only by mutual agreement of both parties hereto, 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 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.

2013-2016

AGREEMENT

between

VAN HAAREN SPECIALIZED CARRIERS

And

GENERAL TEAMSTERS LOCAL UNION NO. 406

affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

DRIVERS AND MECHANICS AND HELPERS

MARCH 25, 2013 TO MARCH 31, 2016

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**CONTRACT
DEPARTMENT**

MARCH 25, 2013 TO MARCH 31, 2016

INTRODUCTION

THIS AGREEMENT, made and entered into this first day of April, 1991, by and between **VAN HAAREN SPECIALIZED CARRIERS, INC.**, located at 3660 N. Euclid Avenue, Bay City, Michigan 48706, being a Michigan heavy hauling specialized carrier for local and over-the-road, party of the first part and hereinafter termed the Employer, and **GENERAL TEAMSTERS LOCAL UNION NO. 406**, affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, 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 1

TRANSFER OF COMPANY OR INTEREST

This Agreement and any 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 portion thereof, or rights only, are sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation or use of such rights 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, or rights only, or such rights are taken over by assignment, receivership or bankruptcy proceedings, the specific provisions of this Agreement shall prevail. It is understood by this section that the signator Employer shall not sell, lease or transfer such run or runs or rights to a third party to evade this Agreement, in the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Local Union and to the employees covered for all damages sustained as a result of such failure to require the assumption of the terms of this Agreement until its expiration date, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement.

The 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, including rights only. Such notice shall be in writing with a copy to the Local Union, at the time the seller, transferor, or lessor executes a contract or transaction as herein described. The Local Union shall also be advised of the exact nature of the transaction, not including financial details.

The term rights shall include routes and runs.

employee, he shall receive pay for such holiday in addition to his vacation pay. Regular employees are entitled to holiday pay if the holiday falls within the first (1st) thirty (30) days of absence due to illness or non-occupational injury, or within the first (1st) six (6) months of absence due to occupational injury, or during periods of permissible absence under Article 35. This does not apply to employees taking leave of absence for full-time employment with the Union.

Any laid off employee on the Employer's seniority list who works a day within fifteen (15) calendar days before or after a recognized holiday shall receive pay for such holiday.

ARTICLE 47

FUNERAL LEAVE

In the event of a death in the family (father, mother, wife, husband, brother, sister, son or daughter), a regular employee shall be entitled to a maximum of three (3) days off with pay to attend the funeral. Employees shall be compensated for lost wages only.

ARTICLE 48

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 has been on the payroll sixty (60) calendar days or more, unless otherwise specified a contribution of:

(PLAN 756)

\$368.30 per week (Max) Effective: April 1, 2013

\$405.75 per week (Max) Effective: April 1, 2014

\$430.20 per week (Max) Effective: April 1, 2015

By the 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 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 health and welfare contributions for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment cease.

If an employee is injured on the job, the Employer shall continue to pay the required full weekly health and welfare 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 (1st) week after contributions for active employment cease.

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 full weekly contributions into the Health and Welfare Fund during the period of absence.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Health 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.

All payments into the Welfare Fund must be made within ten (10) days from the end of each calendar month to the JPMorgan Chase Bank, N.A., which bank has been made depository for the Michigan Conference of Teamsters Welfare Fund, or such other depository as may be designated.

Section 2. PENSION: 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 has been on the payroll thirty (30) days or more, unless otherwise specified, a contribution of:

\$ 212.90 per week	Effective: April 1, 2013
\$ 221.40 per week	Effective: April 1, 2014
\$ 230.30 per week	Effective: April 1, 2015

The existing rate shall remain during the life of this Agreement.

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, 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 one 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 no under provisions of this Contract, and although contributions may be made 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, beginning with the first (1st) week after contributions for active employment cease, continue to make the required pension contributions for a period of four (4) weeks.

If an employee is injured on the job, the Employer shall, beginning with the first (1st) week after contributions for active employment cease, continue to pay the required pension 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 and Pension Fund during the period of absence for each week.

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 of 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 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 even 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 also pay all attorneys' fees and cost of collections.

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 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 already taken or to be taken by such trustees within the scope of their authority.

ARTICLE 49

MILEAGE AND HOURLY RATE

Section 1. The scale of mileage and hourly wages for the following work as set forth below are minimum rates.

Effective		4/1/13	4/1/14	4/1/15
(a)	Over-the-road Mileage Rates	OPEN	OPEN	OPEN
(b)	Permitted Loads	OPEN	OPEN	OPEN
	BASE RATES			
Effective		4/1/13		
(c)	Breakdown & Delay Pay per hour	OPEN		
(d)	Driver Moving Contractors Equipment within the State of Michigan per hour	OPEN		
(e)	Over-Width Trailers-10 feet or more per hour	OPEN		

2013-2016

AGREEMENT

between

**DOBSON HEAVY HAUL, INC.
FABRICATION SHOP**

and

GENERAL TEAMSTERS LOCAL UNION NO. 406

affiliated with

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

March 25, 2013 to March 31, 2016

RECEIVED

APR 12 2013

**CONTRACT
DEPARTMENT**

March 25, 2013 TO March 31, 2016

INTRODUCTION

THIS AGREEMENT, made and entered into, by and between **Dobson Heavy Haul, Inc. - Fabrication Shop** located at Bay City, 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, 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 34.

(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 employee in said units.

Section 2. UNION SHOP: 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 thirty-first (31st) day following the beginning of their employment or on and after the thirty-first (31st) day following the effective or execution date of this section, whichever is the later, shall become and remain members in good standing of the Local Union as a condition of employment.

Section 3. 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 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 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 (1st) pay check following receipt of statement of certification of the member and remit to the Local Union in one (1) lump sum. The Employer shall add to the list submitted by the Local 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.

ARTICLE 16

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 has worked for the Employer for at least sixty (60) calendar days since being hired, a contribution of: (PLAN 756)

\$368.30 per week(MAX)	Effective: April 1, 2013
\$405.75 per week(MAX)	Effective: April 1, 2014
\$430.20 per week(MAX)	Effective: April 1, 2015

All payments into the Michigan Conference of Teamsters Welfare Fund must be made within ten (10) days from the end of each month to the JPMorgan Chase Bank, N.A, Lock Box - Department 77158, Michigan Conference of Teamsters Welfare Fund, P.O. Box 77000, Detroit, MI 48277-0158, which bank has been made depository for the Michigan Conference of Teamsters Welfare Fund, or such other depository as may be designated.

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 has worked for the Employer for at least thirty (30) calendar days since being hired, a contribution of:

\$ 146.20 per week	Effective: April 1, 2013
\$ 152.00 per week	Effective: April 1, 2014
\$ 158.10 per week	Effective: April 1, 2015

The existing rate shall remain during the life of this Agreement.

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, Account #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 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 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 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 Unions 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. 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 cost of collections.

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 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 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.

ARTICLE 18

PAY PERIOD

Section 1. PAY DAY: 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 period. 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 gross earnings and an itemized statement of all deductions made for any purpose.

COLLECTIVE BARGAINING AGREEMENT

by and between

TEAMSTERS LOCAL UNION NO. 731

affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

and

TEAMSTERS JOINT COUNCIL NO. 25

and

EMESCO MARINE SERVICES



RECEIVED

APR 02 2014

**CONTRACT
DEPARTMENT**

effective

March 1, 2013 through February 28, 2017

EMESCO MARINE SERVICES AGREEMENT

This Agreement is made and entered into this 1st day of March 2013, by and between the Emesco Marine Services, (hereinafter referred to as the "EMPLOYER") and Excavating, Grading, Asphalt, Private Scavengers and Recyclers, Automobile Salesroom Garage Attendants, Linen and Laundry and Machinery, Scrap Iron, Steel and Metal Trade Chauffeurs, Handlers, Helpers and Alloy Fabricators Local Union No. 731, affiliated with the International Brotherhood Of Teamsters (hereinafter referred to as the "UNION").

Whereas, the EMPLOYER and the UNION have bargained collectively and have agreed as hereinafter set forth with regard to hours of labor, rates of pay and general working conditions in order to increase efficiency and provide for prompt, peaceable and equitable adjustments of any differences which may arise during the term of this Agreement.

Now therefore, in consideration of the mutual covenants, agreements and undertakings herein contained, the parties do hereby agree as follows:

ARTICLE I - RECOGNITION, UNION SHOP, CHECK-OFF OF DUES

(a) The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for all Service and Production Employees, including working Group Leaders, but excluding Clerks, Watchmen, Guards, Janitors, Executive, Professional, Technical and non-working Supervisory Employees and Maintenance Engineers, as defined in the Labor Management Relations Act of 1947, as amended. Also excluded are Employees (other than Crane Operators) hired on a temporary basis to perform stevedoring work while a water carrier is being loaded or unloaded. For the purpose of this Agreement, stevedoring work is defined as cargo handling between the Employer-designated point of rest and the water carrier or vice-versa.

Specifically, the term "Employee", as referred in this Agreement, shall include Employees in all the classifications listed in the Wage Appendix of this Agreement. It is understood that work classifications may be added to or deleted from the "Appendix A" during the term of this Agreement.

(b) It shall be a condition of employment that all Employees 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 said effective date shall, after the thirtieth (30th) day following said effective date, 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 hired on or after the said effective date shall, after the thirtieth (30th) day following the commencement of such employment, become and remain members in good standing of the UNION.

The UNION shall not request the discharge of any Employee for non-payment of dues without first giving the EMPLOYER seven (7) days' notice.

(l) If an Employee is injured on the job, he/she shall be paid for the full day on the day of his/her injury, if, upon verification of the attending Physician, he/she cannot return to work. Such an Employee's subsequent visits to the Company Physician for treatment of such injury may be scheduled on the Employer's time as long as, in the opinion of the Company Doctor, it is necessary to complete satisfactory recovery.

(m) The EMPLOYER shall have the right to establish reasonable work rules and make such work rules known to its Employees, either by circulating the rules among the Employees or posting them on the Employer's bulletin board.

(n) When an Employee is discharged, laid-off, or quits, the Management agrees to meet with the Union Steward to find out under what conditions the Employee is leaving. This meeting shall be conducted during working hours and shall be on Company time.

(o) When promoted at the Employer's option to a work classification qualifying for a higher rate of pay, said Employee shall receive the higher rate of pay immediately.

ARTICLE IX – INSURANCE

The EMPLOYER shall pay and remit to the Scavenger Local 731 Health and Welfare Fund (hereinafter referred to as the "Scavenger Health and Welfare Fund"), located at 1000 Burr Ridge Parkway, Suite 301, Burr Ridge, IL 60527, effective July 1, 2010 the contribution amounts stated below for each Employee employed by the EMPLOYER during the calendar week. The EMPLOYER shall make the stated weekly contributions to the said Health and Welfare Fund for said Employee's employed by the EMPLOYER who has worked at least one (1) day during the week for contributions and only for the Employee who wants insurance coverage.

- Effective May 1, 2013..... \$245.19 per week
- Effective May 1, 2014..... \$272.44 per week
- Effective May 1, 2015..... \$298.70 per week
- Effective May 1, 2016..... \$328.75 per week

All new Employees hired after May 1, 2013 shall pay ten percent (10%) of the weekly cost for Health Insurance.

ARTICLE X – PENSION PLAN

The EMPLOYER shall continue to make weekly contributions to the Union Pension Plan herein after referred to as the "Central States, Southeast and Southwest Areas Pension Plan," on behalf of each regular Employee covered by the Plan who has been employed for thirty (30) days, over a four (4) year period as follows:

- Effective March 1, 2014..... \$53.60 per week
- Effective March 1, 2015..... \$55.70 per week
- Effective March 1, 2016..... \$57.90 per week
- Effective March 1, 2017..... \$60.20 per week

(l) If an Employee is injured on the job, he/she shall be paid for the full day on the day of his/her injury, if, upon verification of the attending Physician, he/she cannot return to work. Such an Employee's subsequent visits to the Company Physician for treatment of such injury may be scheduled on the Employer's time as long as, in the opinion of the Company Doctor, it is necessary to complete satisfactory recovery.

(m) The EMPLOYER shall have the right to establish reasonable work rules and make such work rules known to its Employees, either by circulating the rules among the Employees or posting them on the Employer's bulletin board.

(n) When an Employee is discharged, laid-off, or quits, the Management agrees to meet with the Union Steward to find out under what conditions the Employee is leaving. This meeting shall be conducted during working hours and shall be on Company time.

(o) When promoted at the Employer's option to a work classification qualifying for a higher rate of pay, said Employee shall receive the higher rate of pay immediately.

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■ Effective May 1, 2013.....	\$245.19 per week
■ Effective May 1, 2014.....	\$272.44 per week
■ Effective May 1, 2015.....	\$298.70 per week
■ Effective May 1, 2016.....	\$328.75 per week

All new Employees hired after May 1, 2013 shall pay ten percent (10%) of the weekly cost for Health Insurance.

ARTICLE X - PENSION PLAN

The EMPLOYER shall continue to make weekly contributions to the Union Pension Plan herein after referred to as the "Central States, Southeast and Southwest Areas Pension Plan," on behalf of each regular Employee covered by the Plan who has been employed for thirty (30) days, over a four (4) year period as follows:

■ Effective March 1, 2013.....	\$53.60 per week
■ Effective March 1, 2014.....	\$55.70 per week
■ Effective March 1, 2015.....	\$57.90 per week
■ Effective March 1, 2016.....	\$60.20 per week

RECEIVED

MAY 22 2014

**CONTRACT
DEPARTMENT**

INDIVIDUAL CONTRACTORS AGREEMENT – CENTRAL STATES PENSION

2011 - 2016

THIS AGREEMENT made and entered into, effective the first day of December 2011, by and between **DRILLING SERVICE COMPANY**, hereinafter referred to 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, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, 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

Recognition

Section 1.01 The Employer agrees to recognize, and does hereby recognize the Union, its duly authorized agents, representatives, or successors, as the exclusive bargaining agency for all of the employees of the Employer as herein defined, who are employed by the Employer in its establishments or sites of work located in the City and County of St. Louis, Missouri.

Section 1.02 The term "employee" as used in this Agreement shall include all Teamsters and Chauffeurs. It shall also include all Warehousemen and Helpers when such latter employees are assigned by the Employer to work within the craft jurisdiction of the Union.

All Teamsters must comply with Title 49 code of federal regulations Section 391, Subpart H, as may be amended, and alcohol testing regulations released by the Federal Department of Transportation (DOT) and the Federal Highway Administration on February 3, 1994.

Section 1.03 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 1.04 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 1.05 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 eighth (8th) day following the beginning of their employment or following the execution date of this Agreement, whichever is the latter; that the continued employment by the Employer in said unit of persons who are

HEALTH AND WELFARE

Section 4.03 Effective 12/1/2011 – Wage rate is \$27.78. Effective December 1, 2011, the Employer agrees to contribute one hundred eighty eight dollars and seventy seven cents (\$188.77) per week to Local Union No. 682 Health and Welfare Trust Fund for each employee covered by this Agreement if an employee works or was compensated in a given calendar week.

Health & Welfare Rates:

<u>Date</u>	<u>Amount</u>
5/1/12	\$196.00 per week
5/1/13	Rate to be determined by Health & Welfare Trust
5/1/14	Rate to be determined by Health & Welfare Trust

- (a) The Employer shall contribute into the Health and Welfare Fund for all new employees beginning on their first day of employment.
- (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 two (2) 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.

HOLIDAY PAY

Section 4.04 All employees who have completed their probationary period set forth in Article 5, Section 5.03, shall receive eight (8) hours pay at their straight time hourly rate, when no work is performed on the following holidays provided such employee has performed work in the payroll week during which the holiday occurred. Below are the following paid holidays:

Christmas, Fourth of July, Labor Day, Memorial Day, Veterans Day, to be celebrated on either its national holiday or on the day after Thanksgiving whichever is agreed upon by the Employer and the Union, New Year's Day and Thanksgiving.

PENSION

Section 4.05 Effective November 1, 2011, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred eighty four dollars and thirty cents (\$184.30) per week for any week in which the employee either worked or was compensated for each employee covered by this Agreement.

For an Employer to be liable for such contributions, the following conditions must be met:

- (a) The Employer shall contribute into the Pension Plan for all new employees beginning on their first day of employment.
- (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 two (2) 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.

Effective May 1, 2012 the Pension contribution shall be one hundred and ninety three dollars and fifty cents (\$193.50) per week.

Effective May 1, 2013 the Pension contribution shall be two hundred and one dollars and twenty cents (\$201.20) per week.

Effective May 1, 2014 the Pension contribution shall be two hundred and nine dollars and twenty cents (\$209.20) per week.

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.

In the event that during the term of this Agreement the Central States, Southeast and Southwest Areas Pension Fund shall lose its status as a qualified Pension Plan under the Internal Revenue Code, or in the event the contributions hereby required thereto otherwise become nondeductible by the Employer for its income tax determination, then Employer's obligation for further contributions to said Trust and Plan shall cease and Employer in lieu thereof shall pay the equivalent of such contributions directly to the employee as wages during the remaining term of this Agreement, unless, and until, said Trust and Plan again becomes a qualified Plan under the Internal Revenue Code, or another qualified Pension Plan under the Internal Revenue Code contributions to which are income tax deductible has been negotiated and made operative between the parties to this Agreement, in either which event the Employer's obligation to pay said contribution equivalent in wages shall cease, and in lieu thereof the required contributions for pensions as provided herein shall again become effective; provided, however, that a preliminary notice of disqualification of the Trust and Plan for tax purposes shall not terminate Employer's obligation to make contributions to said Trust until after the Trustees shall have had an opportunity and a reasonable time, not to exceed ninety (90) days, in which to remove the disqualification and obtain either a temporary or a permanent reinstatement of the Trust's qualified status. The parties hereto agree that during the interim period between notice of disqualification and reinstatement of the qualified status or the failure of the Trustees within said ninety (90) days to obtain such reinstatement, the Employer shall continue making its contributions required hereunder into an escrow account to be maintained by Firstar Bank, said escrowed funds, less any escrowee costs of administering the escrow account, to be released and paid over to the Trust upon removal of the disqualification, or if not removed within said ninety (90) days period then to the employees, for whose account contributed, as wages.

LABOR AGREEMENT

BETWEEN

DUFFEK SAND AND GRAVEL, INC.

AND

GENERAL TEAMSTERS UNION LOCAL 662

AFFILIATED WITH THE

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

MARCH 27, 2012 THROUGH MARCH 26, 2017

RECEIVED

OCT 16 2012

**CONTRACT
DEPARTMENT**

DUFFEK SAND AND GRAVEL, INC.
ANTIGO, WISCONSIN

THIS AGREEMENT, made and entered into by and between DUFFEK SAND AND GRAVEL, INC., Antigo, Wisconsin, 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 - 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 provide prompt and fair disposition of employee 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 -SCOPE OF OPERATIONS COVERED

This Agreement shall cover all work performed by employees of the Employer employed in the classifications of work covered by this Agreement. This Agreement shall not cover work performed by employees while they are subject to the Certified Wage Scale (White Sheet) published by the State of Wisconsin Division of Highways.

ARTICLE 3 - RECOGNITION AND UNION SECURITY

SECTION 1. The Employer recognizes and acknowledges that Local 662 is the exclusive representative of all truck drivers and helpers employed by Duffek Sand and Gravel, Inc., in its present scope of operation for the purpose of collective bargaining, excluding office clerical employees, dispatchers, salespersons, guards, and supervisors as defined in the Act, and all other employees, "such as others covered by other collective bargaining agreements, i.e. Operating Engineers, etc.

SECTION 6. Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent in the payment of its contributions to the Group Health Plan, in accordance with the rules and regulations of the Group Employer Association, and after the Union Official shall have given seventy-two (72) hours notice to the Employer of such delinquency in the Group Health Plan contributions, the Union shall have the right to take any such action as it 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.

SECTION 7. When employees are working under the Heavy and Highway Agreement all extra money over and above what is needed to maintain the health and welfare benefit will be banked in each employee's account and credited towards the employee's health insurance when they are laid off.

ARTICLE 22 - PENSION

SECTION 1. Effective August 26, 2012, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund twenty-seven dollars and 70 cents (\$27.70) per day for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more. Effective August 25, 2013, the second year of the Agreement, the pension contribution will increase to twenty-eight dollars and eighty cents (\$28.80) per day for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more. Effective August 31, 2014, the third year of the Agreement, the pension contribution will increase to thirty dollars (\$30.00) per day for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more. Effective August 30, 2015, the fourth year of the Agreement, the pension contribution will increase to thirty-one dollars and twenty cents (\$31.20) per day for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more. Effective August 28, 2016, the fifth year of the Agreement, the pension contribution will increase to thirty-two dollars and forty cents (\$32.40) per day for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more. The above mentioned rates shall reflect a 5 day per week contribution.

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 operation under the Southeast and Southwest Areas Contracts to which Employers who are party to this Contract are also parties, except as may be agreed by the parties as set forth in Section 1.

SECTION 3. By the execution of this Agreement, the Employer recognizes 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 with 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.

SECTION 5. The Employer is required to make daily contributions to the Pension Fund for each day, on each employee who performs work for the Employer according to the Local Agreement, up to five (5) daily contributions per week.

The Employer will not be required to make a daily contribution for the Local Agreement on a particular day, for an employee who works according to the Heavy and Highway Agreement, and has hourly contributions of more than eight (8) hours made on his behalf for the particular day.

ARTICLE 23 – CELL PHONE POLICY

Cell phones are not to be used while driving company vehicles. Cell phones

EXCERPTED COPY

AGREEMENT

BETWEEN

C. J. DUFFEY PAPER COMPANY

AND

MISCELLANEOUS DRIVERS, HELPERS & WAREHOUSEMEN'S UNION

LOCAL NO. 638, I.B.T.

**EFFECTIVE
December 1, 2014
THROUGH
NOVEMBER 30, 2016**

RECEIVED

JAN 21 2015

**CONTRACT
DEPARTMENT**

AGREEMENT

between

C. J. DUFFEY PAPER COMPANY

and

MISCELLANEOUS DRIVERS, HELPERS & WAREHOUSEMEN'S UNION, LOCAL NO. 638, I.B.T.

THIS AGREEMENT is entered into between C. J. Duffey Paper Company of Minneapolis, Minnesota, hereinafter referred to as the Employer and the Miscellaneous Drivers and Helpers Union, Local No. 638, I.B.T.C.W.H. of America, hereinafter referred to as the Union for itself and on behalf of the employees of the Employer covered by this Agreement.

Parties to this Agreement will not discriminate against any employee on account of sex, age, race, color, creed or national origin, physical or mental handicap or veteran status as required by law.

Any references to the masculine gender that appear in this Agreement shall have equal application to the feminine gender. Further to this point, where the pronoun "he" is used it is meant to mean "he" or "she".

ARTICLE I.
Union Shop

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. All employees in the classifications herein noted shall be members in good standing in the Union. For the purposes 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 initiation fees and periodic dues generally required of employees to the extent attributable to collective bargaining and other duties involving the labor management issues.

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.

ARTICLE II.
Dues Check-Off

2.01 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 Deduction 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.

2.02 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in the reliance upon the authorization furnished to the Employer by the Union or employee for the purpose of complying with this provision.

ARTICLE XXXI.
Pension Plan

31.01 The Employer shall follow and contribute to the Central States, Southeast and Southwest Area Pension Fund, in accordance with the established rates of the "Primary Schedule" the sum of one hundred forty-three dollars and ten cents (\$143.10) per week for the period 12/1/14-11/30/15 for each employee covered by this Agreement. Effective 12/01/15 – 11/30/16, to one hundred forty-eight dollars and eighty cents (\$148.80) per week. This amount shall be paid each week the employee shows earnings on the Employer's payroll except as provided below.

31.02 If the employee is injured on the job, the Employer shall continue the required contribution until the employee returns to work. However, such contributions shall not be paid for a period of more than four (4) weeks.

31.03 Contributions will be remitted to the Central States Pension Fund on behalf of all employees performing covered work by the collective bargaining agreement after they have been on the Employer's payroll for 30 working days.

31.04 The parties agree that in the event of 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 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.

ARTICLE XXXII.
Injury on the Job

32.01 The Employer agrees to pay the employees their regular straight time rate of pay for any time lost from their regular work shift due to time spent obtaining a doctor's medical care for any physical injury sustained and reported while at work on the original day of injury. The above shall also apply to visits for doctor's medical care after the original day of injury provided the employee works the major portion of the day and further provided that the visit does not exceed two (2) hours unless the doctor certifies that more than two (2) hours was necessary. A verification from the doctor will be required to support each visit.

ARTICLE XXXIII.
Examinations

33.01 Physical examinations required by government body or the Employer, shall be promptly complied with by employees and paid for by the Employer. Employees will not be required to take examinations during their working hours unless paid by the Employer for all time spent. Employees shall be given reasonable notice of dates of examinations. 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 employee's expense. If the two (2) physicians disagree, the Employer and the Union shall mutually agree upon a third physician within ten (10) working days, whose decision shall be final and binding on the Employer and the Union and the employee. Neither the Employer nor the Union will attempt to circumvent the decision of the third physician and the expense of the third physician shall be equally divided between the Employer and the Union.

EXECUTED COPY

A G R E E M E N T

By and Between

C. J. Duffey Paper Company -- Duluth

and

**General Drivers, Dairy Employees, Warehousemen,
Helpers & Inside Employees, Local Union No. 346**

RECEIVED

FEB 23 2015

**CONTRACT
DEPARTMENT**

1/1/15 through 12/31/15

AGREEMENT

By and Between

C. J. Duffey Paper Company -- Duluth

and

**General Drivers, Dairy Employees, Warehousemen, Helpers
& Inside Employees, Local Union No. 346**

C.J. Duffey Paper Company – Duluth, of Duluth, Minnesota, hereinafter referred to as the “Employer” and the General Drivers, Dairy Employees, Warehousemen, Helpers & Inside Employees, 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,” 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 2

UNION SECURITY

Section 1

- A. 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.

PLAN F VISION:

For the term of the Agreement, 1/1/15 through 12/31/15, the Employer shall contribute a maximum of eleven dollars and thirty-six cents (\$11.36) per month. Any premium increases during the term of this contract above the Employer's premium contribution maximum shall be the responsibility of the participating employee.

Employers presently making payment to the Teamsters Local 346 Health Fund, and Employers who may subsequently begin to make payment to such fund, shall continue to make such payments for the life of 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 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 Employer and the employee shall continue to pay its 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 total 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 and the employee shall continue to make its required contributions for a period of four (4) weeks.

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 27

PENSIONS

Section 1

The Employer shall contribute to a pension fund the sum of one hundred fourteen dollars (\$114.00) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. The weekly contribution schedule for the employer is:
Effective 4/27/15 - \$120.80/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 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 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.

ARTICLE 28

FUNERAL LEAVE

Section 1

The Employer agrees to pay full-time employees for necessary absence on account of death in immediate family for a period of three (3) 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, brother, mother-in-law, father-in-law, and grandparents.

ARTICLE 29

JURY DUTY PAY

Section 1

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.

AGREEMENT

By and Between

DULUTH READY MIX, INC.

**5671 Highway 53 North
Saginaw, Minnesota 55779**

and

TEAMSTERS GENERAL LOCAL 346

Duluth, Minnesota

**September 1, 2012
through
August 31, 2017**

RECEIVED

MAY 15 2012

**CONTRACT
DEPARTMENT**

AGREEMENT

By and Between

DULUTH READY MIX, INC.
and

TEAMSTERS GENERAL LOCAL 346

DULUTH READY MIX, INC., of Duluth, Minnesota, hereinafter referred to as the "Employer" and 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 2.

UNION SECURITY: Section 1. A. 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 calendar day following the beginning of their employment, or on and after the 31st calendar day following the effective date of this contract, whichever is the later.

B. 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 Union.

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: The Employer shall contribute to a pension fund, effective September 1, 2012, 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. Per the 1982 Schedule.

Effective September 1, 2013, the Employer shall contribute to a 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 September 1, 2014, the Employer shall contribute to a pension fund the sum of two hundred eight dollars (\$208.00) 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 two hundred seventeen dollars and twenty cents (\$217.20) 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 two hundred twenty-five dollars and ninety cents (\$225.90) 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.

Effective September 1, 2012, contributions will be remitted to the Central States Pension Fund on behalf of any employee, other than a temporary employee, 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 for all compensated periods, including paid vacations, paid holidays, and actual time worked.

In the event that any temporary employee (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 non temporary employees. The hours worked after the effective date of the Collective Bargaining Agreement (September 1, 2012) will be counted toward the 1,000 hour threshold.

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 Benefit Plan - Effective September 1, 2012, and for the duration of this Agreement, the Employer shall contribute to the Teamsters Local 346 Savings and 401(k) Plan the sum of eighty cents (\$.80) for each hour paid to an employee covered by this Agreement who has been on the payroll thirty-one (31) calendar days or more. "Hours paid" for the purpose of this Agreement means compensation paid by the Employer to the employee for straight time, overtime, holidays, sick leave and vacation.

For employees receiving an Employer contribution pursuant to paragraph 1, the Employer agrees to deduct from the compensation paid to the employee, pursuant to a written employee authorization, such hourly amounts as elected by the employee for deposit into the Teamsters Local 346 Savings and 401(k) Plan. The employee may elect an hourly amount deducted of no less than ten cents (\$.10), in five cents (\$.05) increments. The employee shall have the right to modify his/her elective contribution amount and self directed investment choices pursuant to the Plan and rules adopted by the Board of Trustees.

The Employer agrees to be bound by the provisions of such Trust Agreement and Plan establishing the Teamsters Local 346 Savings and 401(k) 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 as required by paragraph 1 and to remit employee elective contributions as required by paragraph 2 no later than the tenth day of the month following the month in which the contributions are earned. Contributions shall be remitted to such office as designated from time to time together with contribution reports in accordance with the direction of the Board of Trustees.

The Plan and Trust Agreement to which the Employer contributes shall comply with all applicable provisions with the Internal Revenue Code and the employee Retirement Income Security Act. The Plan shall be a Profit Sharing/401(k) Plan to assure that no withdrawal liability may arise under the provisions of ERISA.

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 and conduct examinations of all necessary employment, payroll or other relevant records relating to employees covered by this Agreement. The Board of Trustees may also collect reimbursement of costs of such examination, together with all costs of collection, attorney and accountant fees incurred by the Plan. Notwithstanding any other provisions of this Agreement, the failure, refusal or neglect of the Employer to report or to pay any amount due the Plan or to comply with the requirements of this section or of the Plan or Trust shall not be subject to the grievance and arbitration provisions of this Collective Bargaining Agreement.

No more than allowed by the I.R.S. and Teamsters Local 346 Savings and 401(k) Plan.

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 the death of spouse, parents, child, sister, brother, Mother-in-law or Father-in-law. One (1) day shall be allowed in the event of the death of grandmother or grandfather.

DULUTH READY MIX INC
ACCOUNT NO.: 2385000-0107-00346-A**LETTER OF UNDERSTANDING AND AGREEMENT**

Effective September 1, 2014, the Employer shall contribute to the Central States Pension Fund the sum of two hundred eight dollars and eighty cents (\$208.80) per week, for each employee covered by the Agreement who has been on the payroll thirty (30) days or more.

DULUTH READY MIX INC

Redacted by U.S. Treasury

By: Title: VPDate: 9/6/12**LOCAL UNION NO. 346**Redacted by U.S.
TreasuryBy: Title: Sec 1 TruDate: 9-5-2012

TEAMSTERS LOCAL 346

SEP 10 2012
RECEIVED

AGREEMENT

between

DUNIGAN BROTHERS, INC.

and

TEAMSTERS

Local Number 1038

affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Effective 8-12-2013 to 8-11-2016 (Midnight)

RECEIVED

JUN 18 2015

**CONTRACT
DEPARTMENT**

TRUCK DRIVERS' AGREEMENT

THIS AGREEMENT between Dunigan Brothers, Inc., the Employer, and Teamsters Local Union No. 1038, 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, 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 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 as much 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:

ARTICLE I

Employment

- (a) The Employer recognizes the Union as the sole and exclusive collective bargaining agent for their members performing the work within the classifications contained in the geographical area coming within the jurisdiction of the Union.
- (b) If requested, the Union agrees to furnish competent workmen upon notification to the President 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 the source.
- (c) The Employer agrees that in the employment of workmen to perform the various classifications of labor required in the work under this Agreement, they 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 after the seventh (7th) calendar day after his employment by and Employer in the geographical area covered by this Agreement. The seventh (7th) day period within which an employee agrees to join the Union shall be computed from the first day such employee enters the employment of any member of the Association.
- (d) In the event the National Labor Relations Act is amended, while this contract is in force, so that an employee may lawfully be required to become a member of a Union as a condition of employment, in less than seven (7) days, then such shorter period of time shall immediately become operative under this Agreement, notwithstanding the provisions of (c) above.

Drivers in the employ of the Company for
more than 15 years - one dollar (\$1.00) per hour

(f) On the first payday in December of each year, the Employer shall pay to the employee (after deducting any applicable payroll taxes) the amount the employee has accrued. In the event an employee's employment is terminated other than by his layoff, prior to December 1, he shall receive his accrued monies within ten (10) days after the date he quits or is discharged.

ARTICLE XIV

Health and Welfare/Pension

Health and Welfare

(a) Effective August 12, 2013 the Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund (MCTWF) pursuant to MCTWF's Participation Agreement (which the Employer agrees to immediately execute upon the execution of this Agreement), as of the below stated effective dates, for each Employee covered by this Agreement, the weekly contribution rates for the designated MCTWF Plan(s) as follows:

Effective Date: <u>08-12-13</u>	Amount: <u>360.65</u>	MCTWF Plan: <u>245</u>
Effective Date: <u>12-22-13</u>	Amount: <u>356.40</u>	MCTWF Plan: <u>758</u>
Effective Date: <u>03/30/14</u>	Amount: <u>382.35</u>	MCTWF Plan: <u>758</u>
Effective Date: <u>03/29/15</u>	Amount: <u>402.95</u>	MCTWF Plan: <u>758</u>
Effective Date: <u>04/03/16</u>	Amount: <u>420.10</u>	MCTWF Plan: <u>758</u>

The Employer's payment is due by the 10th of the following month for which contributions are being made. If the payment is not received by the 15th of that 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 MCTWF. The date a payment is received shall be the date the Employer's payment is processed and credited to the Employer's account by JPMorgan Chase Bank, N.S. or as otherwise instructed by MCTWF. Payments will continue to be due from the Employer, at MCTWF's then current contribution rate for the above stated benefit plan, during labor negotiations that follow the expiration of this Agreement.

Contributions to MCTWF must be made on each Employee covered by this Agreement who worked or is compensated for any portion of the contribution week (Sunday through Saturday), including paid vacations or other paid time off.

(b) The Employer agrees to maintain the Health and Welfare Plan on all regular full time employees for twelve (12) weeks during the seasonal lay-off months of December, January, February and March.

(c) The weekly Health and Welfare contribution shall be 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 purpose of the Health and Welfare contribution only.

(d) For those employees who are eligible to Opt Out of the medical and dental coverage, they will receive the following monthly payment:

\$175.00

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, 2013 a contribution of forty-one dollars and seventy cents (\$41.70) for each day worked up to a maximum of five (5) days for the week; August 12, 2014, a contribution of forty-three dollars and forty cents (\$43.40) for each day worked up to a maximum of five (5) days for the week; August 12, 2015 a contribution of forty-five dollars and ten cents (\$45.10) for each day worked up to a maximum of five (5) days for the week, provided, however, that when such regularly employed seniority driver or regularly employed owner-operator is scheduled to work on a four (4) day ten (10) hour day work schedule pursuant to Article X(d) of this Agreement and works four (4) days within that work week, as of 8/12/02 the contribution shall be maximum of five (5) days for that work week.

(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 Central States Health & Welfare and Pension Funds, Department 10291, Palatine, IL 60055-0291.

(c) 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.

(d) 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 employee may work only part time under the provisions of this contract, including paid vacations. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

(e) 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 carried to make such payments. In either case such contributions shall not be paid for a period of more than fifty-two (52) weeks.

(f) 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.

(g) 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 Trustee 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.

(h) 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.

(i) 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.

ARTICLE XVI

Overweight Tickets

The employee will be responsible for any overweight ticket received by his employee in the course of his employment, except where such ticket is received while traveling the route designated by the Employer in which case the ticket shall be paid by the Employer.

ARTICLE XVII

Liability of Parties

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

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

SUPPLEMENTAL AGREEMENT

Owner-Operator

The following Agreement embraces only owner-operator drivers and shall be signed by those Contractors who desire to hire owner-operator drivers in the counties of Lenawee, Jackson and Hillsdale in the State of Michigan.

An owner-operator driver shall be defined as a person who is the registered owner of one truck only, which he drives himself. Persons not covered by the above definition shall not be covered by this Agreement.

The Employer signatory to this Agreement agrees to place said owner-operator on his payroll and pay the wages and other benefits applicable under this Agreement and negotiate with such owner-operator for the rental to be paid for the truck. The owner-operator shall submit to the Employer, registration certificate and evidence of required insurance coverage.

The Employer will obtain certification (at time of hiring) from the owner-operator that the truck rental rate agreed upon is equal to, or in excess of, his certified cost of operating that particular truck, and will notify the owner-operator that a copy of said lease agreement, or rental certification, must be sent by him to the Union.

Any certification accepted by the Employer that shows less than the normal cost of operation by the owner-operator shall subject the rental agreement to cancellation by the owner-operator.

As a criteria for determining normal cost of operation, the truck rental rates as established by the Michigan Public Service Commission shall be minimum rates for the classification of the truck being hired.

The owner-operator shall be paid with two (2) checks—one for wages and one for equipment rental.

One hour's running time shall be paid an owner-operator driver for the total time consumed in getting his truck to the job site at the beginning of the day's operation and returning it to its place of keeping at the end of the day's operation. This running time shall only be paid on the wage portion of the driver's check and is not paid on the truck rental portion of the driver's check. In the event that an owner-operator driver has worked eight (8) hours or more at the job site in any one day, the one hour's running time shall be paid at the rate of time and one-half (1-1/2).

(a) Effective the first full payroll period beginning on or after December 1, 2013 the schedule of rates shall be as follows:

	<u>Day Rate</u> <u>Per Hour</u>	<u>Shift Rate</u> <u>Per Hour</u>
Truck Driver	\$19.13	\$19.53

(b) Effective the first full payroll period beginning on or after August 12, 2014 the schedule of rates shall be as follows:

	<u>Day Rate Per Hour</u>	<u>Shift Rate Per Hour</u>
Truck Driver	\$19.53	\$19.93

(c) Effective the first full payroll period beginning on or after August 12, 2015 the schedule of rates shall be as follows:

	<u>Day Rate Per Hour</u>	<u>Shift Rate Per Hour</u>
Truck Driver	\$19.93	\$20.33


In addition to the wage rates specified above, the classifications covered by this Agreement shall also receive the same Health and Welfare, Pension, Vacation and Holiday benefits as set forth in the Truck Drivers' Agreement. It is further agreed and understood that all other terms and conditions contained in the Truck Drivers' Agreement shall be applicable under this Agreement, except as stated below.

This Supplemental Agreement shall remain in full force and effect and expire along with the Truck Drivers' Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year shown below:

FOR THE EMPLOYER
DUNIGAN BROTHERS, INC.

Redacted by U.S. Treasury




(TITLE)
12-12-13

(DATE)

FOR THE UNION
TEAMSTERS Local Number 1038
Affiliated with the INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

Redacted by U.S. Treasury

(R) 

President
(TITLE)
12-16-13

(DATE)

RECEIVED

JUN 18 2015

CONTRACT
DEPARTMENT

AN AGREEMENT

Between

DWORKIN, INC:

and

TEAMSTERS LOCAL 407

TEAMSTERS LOCAL 92

EFFECTIVE: August 1, 2014

EXPIRES: July 31, 2017

Three (3) year Agreement

RECEIVED

JUL 17 2015

**CONTRACT
DEPARTMENT**

ARTICLE I – PREAMBLE

1.01 This Agreement (the "Agreement"), made and entered into on the date hereinafter set forth, effective as of August 1, 2014, by and between Dworkin, Inc. located at 5400 Harvard Road, Newburgh Heights, Ohio 44105, (herein after referred to as the "Employer" and/or "Dworkin"), and Teamsters Local 407, 3320 Superior Avenue, Cleveland, OH 44114 and Teamsters Local 92, 1127 Ninth Street SW, Canton, OH 44707, both affiliated with the International Brotherhood of Teamsters (hereinafter together referred to as the "Union");

ARTICLE II – RECOGNITION

2.01 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 ratification of this Agreement until terminated, as hereinafter provided.

2.02 The Employer recognizes the Union as the exclusive bargaining agent for all full-time non-probationary employees and owner/operators who are not independent contractors; excluding all of the clerical employees, professional employees, and supervisors as defined by the National Labor Relations Act. Also excluded are members of Teamsters Union Local 964. "Regular Employee" shall mean Employees who are covered by this Agreement but are not owner/operators.

ARTICLE III – MANAGEMENT RIGHTS

3.01 Except to the extent expressly limited by the specific terms and provisions of this Agreement, the Employer shall have, solely and exclusively, all rights to manage its business as may arise subsequent to the execution of this Agreement and as existed prior to the execution of this Agreement.

3.02 The rights mentioned in Section 3.01 above shall include, but shall not be confined to the following:

- A: The right to determine and from time-to-time re-determine, the number, location, and type of its operations, including the specific methods, processes, and means of conducting those operations;
- B: The right to determine the number of hours per day or week that such operations shall be carried on, and the right to hire, promote, assign employees to shifts, maintain discipline and efficiency and discharge employees;
- C: The right to determine the starting and quitting times and to establish, change, combine, or abolish job classifications, and to determine the number, types and qualifications of employees required; and

enroll eligible participants and process any recurring enrollment changes necessary on a timely basis through this Agreement.

20.04 Locals 407 and 92 may thereafter jointly elect to change the provider, pursuant to plan restrictions, no more than once in each remaining calendar year of the Agreement, with at least thirty (30) calendar days advance notice required to the Employer by certified mail.

20.05 The Employer shall be responsible for timely remitting all health insurance premium payments to the designated provider. In the event that Locals 407 and 92 mutually select a plan that exceeds the cost of \$214.52 per week (with adjustments in ensuing years as noted above), then it is mutually understood that the Employer will have the right to continually withhold the ongoing weekly difference from the W-2 wage settlement of all affected individuals falling under this Agreement.

ARTICLE XXI – CONFORMITY TO LAW

21.01 This Agreement shall be subject to and subordinated to any present and future federal and state laws, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving provisions.

21.02 If the enactment of legislation or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

21.03 In the event any governmental or regulatory agency enacts any law or regulation that mandatorily increases or reduces the benefits set forth in this Agreement, then the parties, upon the request of one of the parties, agree to reopen negotiations regarding the effects of the change in law or regulation and to modify this Agreement to conform to the change without increasing or decreasing the total benefits provided in this Agreement.

ARTICLE XXII – PENSION PLAN

22.01 Per the March 13, 2015 letter from the Central States Pension Fund (attached as Exhibit A), the parties agree to the following weekly Class 17A pension contribution rates:

- a. 08/01/14 to 03/31/15 \$204.70 (6%)
- b. 04/01/15 to 03/31/16 \$217.00 (6%)
- c. 04/01/16 to 03/31/17 \$225.70 (4%)
- d. 04/01/17 to 03/31/18 \$234.70 (4%)

22.02 All new hires who are subject to this Agreement shall have Class 15A weekly pension contribution rates for the first three (3) years of employment as follows:

- a. 08/01/14 to 03/31/15 \$100.90 (6%)
- b. 04/01/15 to 03/31/16 \$107.00 (6%)
- c. 04/01/16 to 03/31/17 \$111.30 (4%)
- d. 04/01/17 to 03/31/18 \$115.80 (4%)

22.03 Regular employees hired prior to ratification of this Agreement with more than three (3) years with the Company will pay 50% of the difference between the Class 15A and Class 17A weekly pension contribution rates as follows:

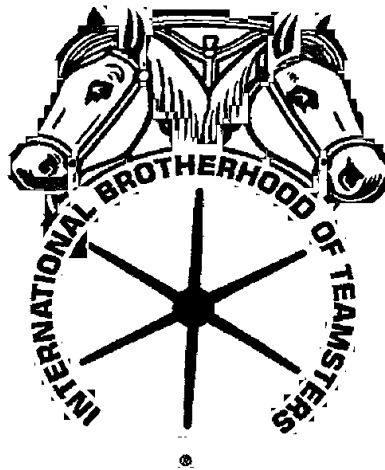
- a. 08/01/14 to 03/31/15 \$51.90
- b. 04/01/15 to 03/31/16 \$55.00
- c. 04/01/16 to 03/31/17 \$57.20
- d. 04/01/17 to 03/31/18 \$59.45

22.04 Regular employees hired after the ratification date of this Agreement will pay 50% of the Class 15A for the first three years of employment and 50% of the Class 17A rate thereafter.

ARTICLE XXIII - DURATION

23.01 This Agreement shall be and remain in full force and effect from August 1, 2014 until July 31, 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.

LABOR AGREEMENT
BETWEEN
TEAMSTERS LOCAL UNION NO. 43
AND
DYKSTRA BROTHERS
EXCAVATING, INC.



June 1, 2011-May 31, 2016

RECEIVED

SEP 13 2013

CONTRACT
DEPARTMENT

This Agreement is entered into between DYKSTRA BROS.EXC.INC. hereinafter referred to as the "Employer" and TEAMSTERS LOCAL UNION NO. 43, 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

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 in 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 the 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. The jurisdiction of the Union is Racine, Kenosha and Walworth Counties.

Section 2. The terms of this Agreement shall apply to all employees in the classification of work set forth herein and shall cover all accretions to, relocations or consolidations of bargaining unit operations. Other newly established or acquired operations of the Employer shall be covered by this Agreement at such time as a majority of employees in an appropriate bargaining unit designate, as evidenced through a card check, the Union as their bargaining representative.

ARTICLE 3. RECOGNITION AND UNION SECURITY

Section 1.

A. 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.

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

Section 5. 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 Health & Welfare 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.

Section 6. 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.

Section 7. 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.

Section 8. In the event that the Employer desires, during the life of this Agreement, to change insurance carriers and to provide benefits through a source other than the Central States, Southeast and Southwest Areas Health & Welfare Fund, the Employer hereby agrees that it must obtain benefit coverage which is substantially comparable, with the same benefits and same benefit levels as to each individual type and amount of coverage to that provided through the Central States, Southeast and Southwest Areas Health & Welfare Fund as set forth in the policies referenced in this Article. Only if this condition is met may the Employer change carriers. In the event that the Employer changes carriers, it is hereby understood and agreed between the Union and the Employer that the fund is not obligated to accept an application by the Employer for re-entry or re-admission to the Fund for coverage of its employees for the life of this Agreement.

ARTICLE 22. PENSION

Section 1. Effective June 1, 2011, the Employer shall continue to contribute to the Central States Southeast and Southwest Areas Pension Fund at the sum of **forty-nine dollars and ninety cents (\$49.90) per day** for each day or tour of duty worked or compensated for an employee covered by this Agreement, who has been on the payroll thirty (30) calendar days or more, with a maximum of **two hundred forty nine dollars and fifty cents (\$249.50) per week**. Effective June 1, 2012, the Employer shall continue to contribute to the Central States Southeast and Southwest Areas Pension Fund at the sum of **fifty-two dollars and ninety cents (\$52.90) per day** for each day or tour of duty worked or compensated for an employee covered by this Agreement, who has been on the payroll thirty (30) calendar days or more, with a maximum of **two hundred sixty four dollars and fifty cents (\$264.50) per week**. Effective June 1, 2013, the Employer shall continue to contribute to the Central States Southeast and Southwest Areas Pension Fund at the sum of **fifty five dollars (\$55.00) per day** for each day or tour of duty worked or compensated for an employee covered by this

Agreement, who has been on the payroll thirty (30) calendar days or more, with a maximum of **two hundred seventy five dollars (\$275.00) per week**. Effective **June 1, 2014**, the Employer shall continue to contribute to the Central States Southeast and Southwest Areas Pension Fund at the sum of **fifty seven dollars and twenty cents (\$57.20) per day** for each day or tour of duty worked or compensated for an employee covered by this Agreement, who has been on the payroll thirty (30) calendar days or more, with a maximum of **two hundred eighty six dollars (\$286.00) per week**. Effective **June 1, 2015**, the Employer shall continue to contribute to the Central States Southeast and Southwest Areas Pension Fund at the sum of **fifty-nine dollars and fifty cents (\$59.50) per day** for each day or tour of duty worked or compensated for an employee covered by this Agreement, who has been on the payroll thirty (30) calendar days or more, with a maximum of **two hundred ninety seven dollars and fifty cents (\$297.50) 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 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 Association who are parties hereto to enter into appropriate trust agreement necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all 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 twenty (20) days. 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 **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 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, 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.

Agreement
Between
Environmental, Safety & Health, Inc. (ES&H, Inc.)
And
Knoxville Building and Construction Trades Council (KBCTC)
A.F. of L. - C.I.O.

Beginning Date: June 24, 2008
Ending Date: June 24, 2012

Laborers, Local 818
Operating Engineers, Local 917
Teamsters, Local 519
Painters, Local 437

RECEIVED

OCT - 7 2008

**CONTRACT
DEPARTMENT**

PREAMBLE

These articles constitute an Agreement between Environmental, Safety and Health, Inc. (ES&H, Inc.) hereinafter referred to as the "Company", and the American Federation of Labor and Congress of Industrial Organizations represented by the Knoxville Building and Construction Trades Council; hereinafter referred to as the "Union".

The Company, in Contract No. DE-AC05-07OR23256 agrees to provide certain miscellaneous maintenance and operations work for certain facilities and property at or in the vicinity of Oak Ridge, Tennessee. It is understood between the Company and the Union that this Agreement shall apply to the maintenance and operations of work covered by Contract No. DE-AC05-07OR23256.

This Agreement shall not apply to construction work performed by the Company under Contract with the DOE covered by the Davis Bacon Act.

ARTICLE I

RECOGNITION

Section 1. This Agreement shall apply exclusively to individuals on the payroll of the Company, in the job classifications and at the rates of pay set forth in the Wage Rate Schedule, attached hereto. It is understood that the term "employee" or "employees", as used in the Agreement, only refers to such individuals.

Section 2. Pursuant to and in conformity with the Labor-Management Relations Act as amended, the Company recognizes the Union as the exclusive representative of employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 3. Except as otherwise expressly provided in this Agreement, the functions that shall be left to the sole and exclusive discretion of the Company shall include, but shall not be limited thereto,

- The right to manage its facilities and to direct its operations and working forces
- The right to determine the number of employees needed to carry on the work and the distribution of the working forces
- The right to promote, demote, hire and transfer employees
- The right to discharge or otherwise discipline employees
- The right to discharge or otherwise discipline employees for just cause.

Section 4. In the event the Company shall plan a major change in operational procedures affecting a large number of employees, the Company will, circumstances permitting, discuss such changes with the Union committee prior to making it effective. The decision of the Company, with referenced thereto, shall be final and not subject to arbitration unless in violation of other provisions of the Agreement.

Section 5. The Company and the Union pledge and agree that the provisions of this Agreement will be applied to all employees, without regard to race, color, religion, sex, marital status, veteran status, age, handicapped status, or national origin. It is further agreed that there will be no discrimination against any applicant for employment, or any employee considered for upgrading, demotion, transfer, or termination, because of race, religion, sex, color, marital status, veteran status, age handicapped status, or national origin. Both parties will strive to provide full equal employment opportunity within this maintenance organization.

Section 6. This Agreement encompasses the total Agreement between the parties and any side agreement(s), exclusive of jurisdictional assignments, are not recognized by the parties..

ARTICLE XXII

PENSION, UNION DUES, AND APPRENTICESHIP PROGRAM

Section 1 The Company agrees to make payments into legally constituted pension funds as described below. The Union agrees that the wage rates computed according to Appendix A of this Agreement will be reduced by an hourly equivalent of the contribution to the respective pension fund. Union classifications and amounts of contributions are made in accordance with Appendix B. These amounts may be adjusted at the effective date of future wage increases reflected in Appendix B. A report will be submitted monthly to each of the Union's pension funds showing the name of each employee represented and the amount to be credited to his account. DOE approval of pension plan trust agreements is required.

Contributions for Laborers will be mailed to the Laborers National Pension Fund.

Contributions for the Equipment Operators and Gas & Diesel Mechanics will be mailed to the Trustees for the Central Pension Fund of the International Union of Operating Engineers and Participating Employers.

Contributions for Painters will be mailed to the Trustees of the Brotherhood of Painters, Decorators, and Paperhangers of America Union and Industry National Pension Fund.

Contributions for Battery & Tire Servicemen, Tire Repairmen, Truck Drivers, and Warehousemen will be mailed to the Trustees of the Central States, Southeast and Southwest Area Pension Fund.

Section 2 The Company agrees to make payroll deductions for Union dues for employees provided the employee submits a legally executed payroll authorization deduction form. Forms are to be supplied by the employee's union.

Section 3 The Company will contribute to Union Apprenticeship Programs beginning March 1, 1997. Rates currently in effect will be constant throughout the term of the contract. These rates are listed in Appendix B. Payment will be based upon hours worked for employees in the specific craft, which have shown evidence of a bona fide, active apprentice program to include apprentice hours and working foreman hours. Hours for temporary employees are excluded and payment based on hours of regular employees will commence on the 91st day of employment of those regular employees. The only apprenticeship programs recognized are as follows: CRAFT - Operating Engineers; and Painters.

The Unions will provide proof to the Company of existence of a bona fide apprenticeship program for these crafts. The Unions will further provide proof or certification that current and future journeymen have completed an apprenticeship program. Only journeymen who have completed an apprenticeship program are eligible for inclusion in computation of hours worked for apprenticeship payments.

ORIGINAL

EAGLE DRAYAGE

LABOR AGREEMENT

COVERING

EMPLOYEES REPRESENTED BY TEAMSTERS

LOCAL UNION NO. 600

FOR THE PERIOD OF

April 1, 2013 THROUGH March 31, 2018

RECEIVED

DEC 03 2013

**CONTRACT
DEPARTMENT**

ST. LOUIS AREA LOCAL CARTAGE LABOR AGREEMENT

For The Period of

April 1, 2013 through March 31, 2018

The local cartage company is hereinafter referred to as the "Employer". Teamsters Local Union No. 600 is hereinafter referred to as the "Union". The Employer and the Union agree to be bound by the terms and conditions of this Agreement, commencing April 1, 2013.

ARTICLE 1 - SCOPE OF AGREEMENT

Section 1. Scope of Agreement

This Agreement shall cover the Employer's employees who perform the work duties of driving, freight loading or unloading, freight sorting, stacking or storage, under the jurisdiction of the Union.

Section 2. Union Recognition

The Employer recognizes and acknowledges that the Union is the representative of employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act.

Section 3. Union And Employer Cooperation

The Union, its members, and the Employer agree to further their mutual interests at all times as fully as it may be within their power to so do. The Union and the Employer recognize the principle of a fair day's work for a fair day's pay and also recognize that jobs and job security of employees are best protected through efficient and productive operations of the Employer in the service of its customers. The Employer may establish reasonable work standards for its employees.

Section 4. Union Shop

All present employees of the Employer who are members of the Union on the date of execution of this Agreement 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 (31st) calendar day following their first (1st) day of employment for any employer signatory to this Agreement or any other Local 600 Agreement. An employee who has failed to acquire, or thereafter fails to maintain, membership in the Union as herein provided, shall be terminated seventy-two (72) hours after his employer

Effective April 2016 and 2017 the Company agrees to contribute to the Central States Southeast and Southwest Areas Health & Welfare Fund the amount required to maintain the highest C6 level of benefits.

If the Congress of the United States or the General Assembly of the State of Missouri should enact a law concerning reform of health care and health insurance, the provisions of this Article may be reopened for negotiation and revision. Such reopening may be initiated by the Union or the Employer upon the serving of thirty (30) days written notice by the one upon the other.

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 contribution during the period of absence up to a maximum of four (4) weeks. If a regular seniority employee is injured on the job, the Employer shall continue to make the required contribution during the period of absence caused by such on-the-job injury up to a maximum of six (6) months.

In the case of a party to this Agreement failing to comply with the Health and Welfare Fund payments or an Employer is delinquent at the end of a period in the payment of contributions to the Fund, the Union may give the Employer a seventy-two (72) hours advance written notice of the Union's authorization of strike action.

ARTICLE 29-B. PENSION FUND

The Employer agrees to contribute to the Central States Pension Fund on behalf of each regular employee performing work as described in the Collective Bargaining Agreement after thirty (30) calendar days on the payroll.

Effective April 1 of each year 2013 through 2017, the Employer shall pay the sum of Sixty Eight Dollars and Forty Cents (\$68.40) for each regular employee to the Central States Southeast and Southwest Areas Pension Fund.

Contributions to the Pension Fund for supplemental casual employees (that is, a casual employee who is supplemental to and over the normal complement of the work force and who is not replacing a regular seniority employee) shall be the same as the per diem and weekly maximum contribution amounts as specified in the first paragraph of this Article.

The parties agree that in the event that an individual employed as a casual, supplemental, replacement, or extra employee 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.

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 30 calendar days.

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 contribution during the period of absence up to a maximum of four (4) weeks. If a regular seniority employee is injured on the job, the Employer shall continue to pay the required contribution during the period of absence caused by such on-the-job injury up to a maximum of six (6) months.

In the case of a party to this Agreement failing to comply with the Pension Fund payments or an Employer is delinquent at the end of a period in the payment of contributions to the Fund, the Union may give the Employer a seventy-two (72) hours advance written notice of the Union's authorization of strike action.

ARTICLE 30. WORK STOPPAGES

The Union and the Employer agree that all grievances and questions of interpretation arising from the provisions of this Agreement shall be submitted to the grievance procedure for determination. Accordingly, no strike, work stoppage, slow down, walkout or lockout shall be permitted or authorized by this Agreement except in the case of a party to this Agreement failing to comply with the Health and Welfare or Pension Fund payments or the wage scale, as provided in this Agreement, or failing to comply with a duly adopted decision of the grievance committee as established by this Agreement, and, in such cases, the Union shall give the Employer seventy-two (72) hours advance written notice of the Union's authorization of strike action and such notice shall specify the grievance committee decision on which the Union is basing such authorization.

The Union shall serve written notice upon the Employer listing the Union's authorized representatives who will deal with the Employer and who are authorized to make commitments for the Union. The Union shall not authorize any strike, work stoppage, slow down, walkout, or any type of cessation of work in violation of this Agreement. In the event an employee should participate in any unauthorized strike, work stoppage, slow down, walkout, cessation of work, or picket line, the Employer can suspend such employee for a period of up to thirty (30) days. The Union shall immediately inform such employee that his action is unauthorized and shall instruct such employee to cease such action and to commence the full performance of his job duties. If such employee refuses to comply and if he continues the unauthorized action beyond twenty-four (24) hours after the time he had commenced the unauthorized action, or if such employee commits an unauthorized action subsequently during the term of this Agreement, the Employer can suspend or discharge such employee and the employee shall not have any recourse to the grievance procedure.

ARTICLE 31. MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in its individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained in accordance with the standards and provisions contained in this Agreement. An Employer



INTERMODAL CONTRACT BETWEEN
EAGLE INTERMODAL SERVICES, INC.
(AMERICAN RESIDENT LINES)

MISCELLANEOUS WORKMEN, ALL IN
AUTOMOTIVE PARTS SERVICE, TIRE AND FLUID
CHEMICAL SERVICE, TIRE REPAIR,
AND RELATED SERVICES & EMPLOYEES
UNION, LOCAL 100, WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

RECEIVED

JULY 1, 2012 THROUGH JUNE 30, 2015 AUG 28 2012

®

CONTRACT
DEPARTMENT

LABOR CONTRACT AND WORKING AGREEMENT

THIS AGREEMENT made and entered into this 1st Day of July 1, 2012, by and between Eagle Intermodal Services, of Chicago 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 bargaining agency for all employees employed by the Company as Warehousemen, Yardmen, Repairmen, and Working Foremen, as herein 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 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 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 payment of initial 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 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. Warehousemen are responsible for the count and condition of the merchandise.

(D) The Term "Repairmen" shall embrace all employees who make repairs to trailers, containers, chassis, and other cargo handling equipment.

(E) The Term "Yardmen" shall embrace all employees who operate trailer and container handling equipment and perform inspection work in the yard.

(F) All members of the unit shall perform all work as directed within the terminal without any reduction in hourly rate.

(G) A Leadman is an employee who performs manual labor and also leads and directs the work force. The Leadman shall not have the authority to hire, fire or discipline employees.

(H) A Working Foreman is an employee whose principle duties are those of a supervisory nature but who may also perform manual labor. The Working Foreman shall not have the authority to hire fire or discipline employees.

ARTICLE XII

PENSION FUND

Effective December 1, 2012, the Company 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 for thirty (30) days or more. Effective December 1, 2013, the Company 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 for thirty (30) days or more. Effective December 1, 2014, the Company 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 for 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 instruments 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 instrument.

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 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 six (6) months. If an employee is granted a Leave of Absence, the Company shall collect from said employees, 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 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. Pension contributions are due on behalf of all employees performing bargaining unit work after they have been on the payroll for thirty (30) days excluding "temporary emergency employees" who shall not be covered by the provisions of this paragraph.

When an employee is laid off, pension payments will continue for one (1) week.

ARTICLE XIII JURY DUTY

The Company agrees to pay the difference between a full day's (8 hours) pay at straight time hourly classification rates and the amounts 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 duty.

ARTICLE XIV DEATH IN FAMILY

(A) 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.

(B) 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 of the employee's grandparent shall be entitled to a maximum of one (1) straight time working day off with pay within the three (3) day period following the day of death.

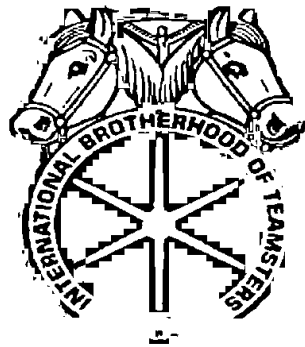
Agreement

between



and

Teamsters Local Union No. 120



September 1, 2010 - August 31, 2015

ADDENDUM

This ADDENDUM is made and entered into by and between **Prairie Farms Dairy, Inc.** of Dubuque, Iowa, hereinafter referred to as the Company, and **Teamsters Local Union No. 120**, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union. This Addendum shall be a part of the Central States Area Master Dairy Agreement of the International Brotherhood of Teamsters.

ARTICLE I - PRESENTATION

- (a) In accordance with Article I of the aforementioned Agreement, the Company recognizes the Union as the exclusive bargaining agent for all full-time and part-time plant employees, garage mechanics, lab employees and drivers employed by the Company.
- (b) It is further agreed that this Agreement and Addendum does not cover, in any respect, office and clerical employees, sales representatives, executives, and supervisors as defined in the Act.
- (c) All present employees who are members of the Local Union on the effective date of this Agreement, or on the date of execution of same, 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 continued 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. 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 and the laws of the State of Iowa, but not retroactively.

ARTICLE II - CHECK OFF

- (a) The Employer agrees to deduct from the payroll of all employees covered by this Agreement on the 1st payroll period each month, dues, initiation fees, and all assessments of this Local Union having jurisdiction over such employees, and agrees to remit to said Local Union electronically within 2 business days after such deductions were made. Where law requires written authorization by the Employees, same is to be furnished in the form required.
- (b) D.R.L.V.E. deductions shall also be made by the Employer when proper authorization is furnished by the employee.
- (c) The Union shall indemnify the Company against any claims by employees for actions taken by the Company in connection with deductions made for the benefit of the Union.

those weeks into some other health and welfare fund.

(f) Temporary and seasonal employees shall not be covered under this Health and Welfare fund.

(g) Part time employees, to be eligible for Health and Welfare coverage, must work thirty (30) hours a week, or more, during a two week pay period.

(h) Commissioned or leased drivers shall come under this Health and Welfare Plan and the cost of such coverage is to be paid by the Company,

(i) It is understood and agreed that the Company's liability in regard to this Article is limited to the weekly contribution for each employee.

(j) The Company reserves the right to change insurance carriers, or to become self-insured, upon advance written notification to the Union, so long as the benefits, administrative rules and the provider network mirror the C-6 Plan,

(k) During the term of this Agreement, either party may request to meet with the other party to discuss an alternative Health and Welfare Plan.

(l) Effective January 1, 2011, the Company shall contribute to the Minnesota Teamsters Health and Welfare Plan for a Health Reimbursement Arrangement (HRA) each week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more:

Effective January 1, 2011 \$10.00 per week

The Company agrees that it will pay the administrative costs of the Plan.

(m) Effective January 1, 2011, the Company agrees to provide all current and future retirees with health and welfare benefits that mirror the Central States Health and Welfare Plan (C-6 Plan and R-4 Plan) retiree benefits, administrative rules and co-payments on premiums.

(n) Effective January 1, 2011, the Company agrees to provide all employees covered by this Agreement, including retirees (and their spouses) with benefits that mirror TeamCare benefits contained in the Central States Health and Welfare Fund, Plan C-6.

ARTICLE XVI - PENSION PLAN

(a) The Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the following amounts, to provide Class 17(b) benefits for each employee covered by this Agreement who has been on the payroll thirty (30) days or more:

Effective 9-1-10	\$168.70/week
Effective 9-1-11	\$182.20/week

Effective 9-1-12	\$193.10/week
Effective 9-1-13	\$200.80/week
Effective 9-1-14	\$208.80/week

(b) 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 Employers' 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.

(c) 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 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.

(d) All commissioned or leased drivers shall come under this Plan.

(e) 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 for those weeks into some other pension fund.

(f) Temporary and seasonal employees shall not be covered under this Pension Plan.

(g) Part time employees, to be eligible for Pension Fund contributions, must work thirty (30) hours a week, or more, during a two-week pay period.

(h) 401(k) Tax Deferred Savings Plan: Employees will be allowed to participate in a 401(k) tax deferred savings plan, subject to IRS regulations. This is a voluntary plan, with no matching Employer contributions. The Employer agrees to pay any administrative costs of the plan.

(i) The parties agree that in the event that an individual employed on a part-time basis works, one thousand (1,000) hours or more in a twelve (12) month period, he/she will be considered a regular employee for purposes of participation in the Central States Pension Fund and all hours worked by employee 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. To justify as part time, a job description must be written up by the Employer as to the duties, hours, and wages of the employee, and mutually agreed upon by the Union and the Employer.

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.

ARTICLE XVII - HOLIDAYS

(a) The Company agrees that regular full time hourly paid employees (inside plant employees and hourly paid drivers) shall receive eight (8) hours straight time pay when the work week is five (5) days, and ten (10) hours pay when on a four (4) day-week, at the straight time hourly rate for the following nine (9) holidays not worked:

New Year's Day	4th of July	Thanksgiving Day
Memorial Day	Labor Day	Christmas Day
Three Personal Days		

Holidays shall be observed on the day recognized by the Federal Government.

(b) A minimum of ten (10) day's notice must be given by the employee in order to receive the personal holiday. There will be a 2-day "window" period in which time a more senior employee, from the same department, will be allowed to bump for the day in question. The personal holiday must be taken by August 31 of each contract year. If the personal holiday is not taken, the employee will receive pay for same on the first payday following the end of each contract year. If less than a ten (10) day notice is provided by an employee to receive a personal holiday, Employer discretion shall apply as to whether or not employee can take the personal holiday.

(c) In the event the employee works on any of the above holidays, he/she shall be paid for such hours worked at time and one-half (1-1/2) in addition to the eight (8) hours at straight time. If an employee is called to work on any of the aforementioned holidays, he/she shall be paid a minimum of six (6) hours' pay.

(d) There shall be no pyramiding of overtime.

(e) During a week that any of the aforementioned holidays fall, each employee shall be paid overtime after forty (40) hours actually worked. Holiday pay is in no way to be considered as time worked. To be eligible for such holiday pay, each employee must work their scheduled day immediately preceding and following such holiday unless absence is due to proven illness or by mutual agreement between Company and employee. During a holiday week, any employee working his/her regularly scheduled day off will receive 1-1/2 time pay for hours worked on said day off. The Company agrees not to change an employee's day off during a holiday week. This is to include a week that an individual takes a personal day.

(f) In the event one of the above holidays occurs during a work week when an hourly paid employee is on vacation, he/she shall receive eight (8) hours straight time holiday pay in addition to his/her vacation pay if on a five (5) day work week, or ten (10) hours if on a four (4) day week. If the employee would like to take the day off instead of the

PRAIRIE FARMS DAIRY
ACCOUNT NO.: 2444300-0100-00120-A/B

LETTER OF UNDERSTANDING AND AGREEMENT

Contributions will be remitted to the Central States Pension Fund on behalf of any employee (including commissioned and leased drivers, other than part-time, seasonal, or temporary 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, seasonal, or temporary employee (temporary meaning an employee hired for a short-term or sporadic period) 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 cba for non part-time, non seasonal, or non temporary employees. Contract workers are employees who work temporarily or seasonally.

PRAIRIE FARMS DAIRY

Redacted by U.S. Treasury

By:

Title: Division Manager

Date: 6-15-2011

LOCAL UNION NO. 120

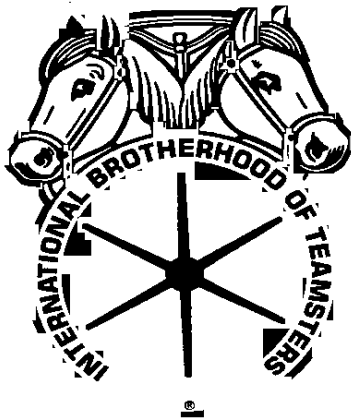
Redacted by U.S. Treasury

By:

Title: Eastern Iowa Director

Date: May 11, 2011

AGREEMENT
BETWEEN
TEAMSTERS "GENERAL" LOCAL UNION NO. 200



AND
EDGERTON TRUCKING

June 1, 2010 to May 31, 2015

RECEIVED

JUN 18 2010

**CONTRACT
DEPARTMENT**

This Agreement is entered into between Edgerton Trucking, Inc., hereinafter referred to as the "Employer," and the 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 geographic jurisdiction of the Union on the effective date of such Agreement.

ARTICLE 3

RECOGNITION AND UNION SECURITY

Section 1. DRIVE. 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 employees Social Security number and the amount deducted from that employee's paycheck.

Section 2. The Employer recognizes and acknowledges that the Union is the exclusive

F:\Edgerton Trucking 2010\Edgerton Trucking 2010-2015 Contract Blue Back.doc

for a period of four (4) weeks.

Section 5. If the employee is on layoff, the Employer shall continue to make the required contributions for a maximum of four (4) weeks per Contract year.

ARTICLE 21

PENSION

Section 1. The Employer shall contribute to the Central States Southeast and Southwest Area Pension Fund a weekly contribution for each week worked, or compensated, for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more. The weekly contributions shall become effective as follows:

June 1, 2010	One Hundred Eighty-Seven Dollars and Ninety Cents (\$187.90) per week.
June 1, 2011	Two Hundred Two Dollars and Ninety Cents (\$202.90) per week.
June 1, 2012	Two Hundred Nineteen Dollars and Ten Cents (\$219.10) per week.
June 1, 2013	Two Hundred Thirty Six Dollars and Sixty Cents (\$236.60) per week.
June 1, 2014	Two Hundred Fifty-five Dollars and Fifty Cents (\$255.50) per week.

Effective June 1, 2011, One Dollar (\$1.00) to be allocated between H&W, Pension and Wages.

Effective June 1, 2012, One Dollar (\$1.00) to be allocated between H&W, Pension and Wages.

Effective June 1, 2013, One Dollar and Fifty Cents (\$1.50) to be allocated between H&W, Pension and Wages.

Effective June 1, 2014, One Dollar and Fifty Cents (\$1.50) to be allocated between H&W, Pension and Wages.

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 six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient moneys to pay the required contributions into the Pension Fund during the period of absence.

Section 5. Contributions to the Pension Fund must 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, 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 22

SPLIT SHIFTS

Section 1. There shall be no "split shifts."

ARTICLE 23

POSTING OF NOTICE

Section 1. The Employer agrees to 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 24

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.

ARTICLE 25

UNION ACTIVITIES

Section 1. An employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his or her acts as such officer of the Union, nor shall there be any discrimination against any employee because of Union membership or activities.

EDGE INDUSTRIES, INC.
d/b/a EDGE-SWEETS CO.

and

GENERAL TEAMSTERS UNION
Local No. 406

COLLECTIVE BARGAINING AGREEMENT

December 1, 2012

through

November 30, 2015

RECEIVED

DEC 04 2012

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of December, 2012, by and between **EDGE INDUSTRIES, INC. d/b/a/ Edge-Sweets Co.**, located at 2887 Three Mile Road, N.W., Grand Rapids, MI 49505, party of the first part and hereinafter called the "Employer," and **General Teamsters Local Union No. 406**, affiliated with the International Brotherhood of Teamsters, located at 3315 Eastern Ave., S.E., Grand Rapids, MI, 49508 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 continuing to maintain 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 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, its successors and assigns, in accordance with Certification of Representation dated November 25, 1970, recognizes the Union as the exclusive representative of all production and maintenance employees, including shipping and receiving employees at the Employer's plant at 2887 Three Mile Rd., N.W., Grand Rapids, Michigan, (but excluding all office clerical employees, cleaning, sales and service personnel, guards and supervisors as defined in the Labor Management Relations Act) for the purpose of collective bargaining in respect to wages, hours of employment or other conditions of employment, subject to the provisions of applicable laws.

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 Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment.

All employees who are hired hereafter, and having successfully completed the 90 day probationary period, shall become and remain members in good standing of the Union as a condition of employment effective as of the thirty-first (31st) day following the beginning of their employment or following the effective date of this Agreement, whichever is later.

Section 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 the Union for each and every employee, provided, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Union. The Union agrees to save the Employer harmless from any action arising out of these deductions, and the Union assumes full responsibility for the disposition of funds so deducted.

Employees who are tardy or leave early the scheduled work day before or the scheduled work day following the holiday shall have an equal amount of time deducted from their holiday pay.

Section 4. Health, Medical, Dental and Optical Insurance:

- (a). Upon ratification of this new Collective Bargaining Agreement, the health plan will change to the "Michigan Conference of Teamsters Welfare Fund BCBS PPO Plan". The Employer will pay the premium to the Fund. Participating employees will authorize a deduction from their paycheck to cover 25% of the insurance premium. The employee's contribution will be deducted per week from the employee's payroll check.

All Bargaining Unit Member deductions will be done on a pre-tax basis.

Benefit Payback - The Company will offer a monthly payback on reduction of benefits ranging from \$100 to \$200.

Single	-	Opt Out	-	Pay \$100.00 per month
Double	-	Opt Out	-	Pay \$200.00 per month
Double	to	Single	-	Pay \$100.00 per month
Family	to	Two	-	Pay \$100.00 per month
Family	to	Single	-	Pay \$200.00 per month

- (b). The Employer reserves the right to change to another insurance carrier with a comparable level of benefits as is now with the existing carrier, or the Employer may self fund any or all health, medical, dental or optical benefits.
- (c). Insurance benefits will continue for employee from date of layoff for thirty (30) days and will resume on first (1st) day of return to work.
- (d). **C.O.B.R.A. Employees**
If an employee is returned to work from a layoff, depending on the time of the month, the employee will be reimbursed by pro-rating the day returning to work from when the premium was paid.
- (e). Any employee contributions to the health care will be deducted as pre-tax dollars. (IRC125)

Section 5. Life Insurance: The Employer will continue to pay to a reputable insurer of its choosing the premium required to provide life insurance coverage of \$15,000.00 with accidental death coverage.

Section 6. Sickness & Accident: Effective December 1, 2012, the Employer will pay to a reputable insurer or will be company funded the premium required to provide a benefit of Four Hundred (\$400.00) Dollars per week for twenty-six (26) weeks with coverage beginning on the eighth (8th) day.

Bargaining Unit Members must use "unused" sick days towards non-work related injuries or illness first. These days shall count towards their first day of coverage.

Section 7. Sick Leave: Each employee having one (1) full year of seniority or more as of January 1, 1995 and each subsequent January 1st during the term of this Agreement shall be entitled to five (5) paid sick days based on January to January year, not to accumulate from year to year, with days not used to be paid on or before December 31st of any year at the rate of eight (8) hours per day at the employee's current regular hourly rate. Any employee with less than one (1) year of seniority, but at least six (6) full months of seniority will receive one-half (1/2) day per six (6) weeks paid sick leave on January 1st. Any employee with less than six (6) months seniority will start accumulating one-half (1/2) day per six (6) weeks as of January 1st, exclusive of probationary period. After an employee is on a renewal basis for his sick time, the employee will be allotted full sick time, if worked over six (6) months in that year. If an employee has worked less than six (6) months, he will receive 1.9% per week of allotted sick time in that year. Employees will decide when their sick pay is to be used. Sick pay must be taken in minimum of one-half (1/2) day per occurrence. Five (5) hours in the a.m. & three (3) hours for the p.m. Notice to be given office in week sick days are used.

One (1) week's notice on use of sick pay, unless sick. Sick pay not to be used for time missed in write-ups.

The Employer will pay the employee for any Earned but Unused Sick Pay on the last pay check of the year. Unearned Sick Pay can not be rolled

Section 8. Teamsters Pension. 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 specified elsewhere in this Agreement, a contribution of:

\$107.60 per week..... Effective December 1, 2012
\$111.90 per week.... Effective December 1, 2013
\$116.40 per week..... Effective December 1, 2014

All payments into the Central States, Southeast and Southwest Areas Pension Fund and Insurance Fund must be made within fifteen (15) days from the end of each calendar month. Payments to the Pension Fund must be made to the Mellon Bank, Central States Funds, Dept 10291, Palatine, Illinois 60095-0291 which bank has been made depository for the Fund.

Contributions for health and welfare and pension participation 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 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 and pension funds 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 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 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 72 hours notice to the Employer of such delinquency in 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 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 Employer Associations who are signatory 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.

Section 9. Bereavement Pay: The Employer will offer up to three (3) eight (8) hours per days bereavement pay for the death of spouse, children, parents, brothers, sisters, mother-in-law,

AGREEMENT
Between
ASSOCIATED WHOLESALE GROCERS, INC.
and
TEAMSTERS LOCAL UNION NO. 245
AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

THIS AGREEMENT made and entered into as of the 1st day of April 2012, by and between **ASSOCIATED WHOLESALE GROCERS, INC.**, Springfield, Missouri Division, hereinafter called "Company," and the **TEAMSTERS LOCAL UNION NO. 245**, an affiliate of the International Brotherhood of Teamsters, hereinafter called "Union."

The purpose of this Agreement is to promote and maintain mutually satisfactory industrial and economical relationships between the Company and the Union. It is recognized by this Agreement to be the duty of the Company, the Union, and the employees to cooperate fully for the advancement of these conditions, including industrial peace, looking towards a profitable operation.

Management will notify the local union representatives prior to implementation of trial or final policies and procedures. Disputes, if any, will be resolved in arbitration with the arbitrator bound to apply the standard set forth in the first paragraph above.

Neither party will be bound by past practice prior to June 2000.

Article I: Recognition

The Company recognizes the Union as the sole bargaining representative for the employees covered herein as to wages, hours and working conditions. The term "employee" as used in this Agreement includes all warehouse employees employed at the Company's Springfield, Missouri, warehouse; including truck drivers, garage and warehouse maintenance employees, production clerks, and inventory control (WRAPS) clerks but excluding office employees, salesmen, factory employees, janitorial employees, night watchmen and supervisors as defined in the National Labor Relations Act.

Article II: Union Security

The Company agrees to require as a condition of continued employment that all present employees subject to the provisions of this Agreement must become members of the Union not later than the thirty-first (31st) day following the beginning of such employment or thirty-one (31) days following the effective date of this Agreement, whichever is the later, and all new or additional employees who become subject to the provisions of this Agreement must become members of the Union not later than the thirty-first (31st) day following the beginning of such employment, and all such employees must remain members of the Union in good standing thereafter by the payment of initiation fees and dues so long as they remain on the Company's payroll.

shift fall between 6:00 a.m. and 6:00 p.m., no premium shall be paid for any hours on such shift. If the number of hours is equal, the Company will pay the premium.

7. Maintenance I employees are required to furnish their own hand tools and will receive a \$550 allowance each year. Maintenance II employees are required to furnish their own hand tools and will receive \$350 allowance each year. To receive the allowance, the employee must be on the payroll on April 1st. The payment will be made by the end of April. The Company shall provide all special tools, equipment and supplies, exclusive of hand tools, that the Company shall determine are necessary for the performance of work by Maintenance I or Maintenance II employees.

8. Any warehouse, maintenance or Hostler employee injured on the job who requires medical attention will be paid for the remainder of such employee's regular shift (not to exceed eight (8) hours or ten (10) hours, respectively) and truck drivers will be paid for all ABC elements not worked that trip, if the doctor states that the employee cannot return to work that day or trip. The employee shall also be paid lost hours (not to exceed eight (8) or ten (10) hours or ABC elements, respectively) due to his first return trip to the doctor related to an on-the-job injury. The employee shall upon returning to work bring the doctor's statement stating that the employee was not able to return to work on the day or trip of injury.

9. Maintenance employees shall be paid "cold pay" of thirty six cents (\$0.36) per hour for all time spent working within the freezer providing the freezer is operational (at temperature) during the time of such work.

Article XXIX: Reduction of Pay

No employee shall suffer a reduction of pay due to the adoption of this Agreement.

Article XXX: Pensions

The Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund as follows:

1. The Company shall make weekly contributions for the pension program hereby established for each week worked by regular employees, even though an employee may work only part-time for the Company during a given week. If an employee is absent from work during any week because of illness or no compensable injury and notifies the Company of his absence, the Company shall continue to make the required weekly contributions for a period of not more than four (4) weeks, so long as the employee is on the Company's regular seniority list. If an employee is absent from work during any week due to compensable injury, the Company shall continue to make such weekly payments for a period of not more than six (6) months, so long as the employee is on the Company's regular seniority list.

2. If a regular employee is absent from work during any week due to layoff or leave of absence granted by the Company, the Company shall not be required to make

any weekly contribution for such employee. However, if any 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. The Company shall collect from the employee a sum sufficient to enable the Company to make the weekly contributions due the pension fund.

3. The following rates will be contributed for each casual or regular warehouse employee who has completed three (3) years of service. Drivers and Maintenance employees shall receive such contributions after thirty (30) calendar days of employment.

04/01/2012	\$243.90 per week
04/07/2013	\$258.50 per week
04/06/2014	\$274.00 per week

4. After thirty (30) calendar days of employment, casual and warehouse employees with less than three (3) years of service will receive contributions of 50% of the above weekly rate.

5. The Company reserves the right, in its sole discretion, to alter the payment method for casualls and new hires and pay one hundred percent (100%) of contributions after the completion of one thousand (1,000) hours of employment.

6. The Company also 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 thereof and ratifying all actions already taken or to be taken by such trustees within the scope of their authority.

7. Failure of the Company to make any contribution for the pension program as hereinabove provided shall relieve the Union of the no-strike obligation set forth in this Agreement, 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 XVI hereof.


Article XXXI: Accident and Health 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.

AGREEMENT BETWEEN ASSOCIATED WHOLESALE GROCERS, INC. AND LOCAL 955

This document represents the negotiated agreement between Associated Wholesale Grocers, Inc. and Teamsters Local 955 to determine the wage, pension and health and welfare increase, where applicable, for the next three (3) years of the Agreement.

Wages

 Effective April 5th, 2015 all classifications shall receive a \$0.30 wage increase above the 2014 hourly base rate. Effective April 3rd, 2016 all classifications shall receive a \$0.30 wage increase above the 2015 hourly base rate. Effective April 2nd, 2017 all classifications shall receive a \$0.30 wage increase above the 2016 hourly base rate. Casual and progression rates apply per the 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	\$347.70
4/3/2016	\$367.70
*4/2/2017	\$397.12

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*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

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AGREEMENT BETWEEN ASSOCIATED WHOLESALE GROCERS AND LOCAL 955

THIS AGREEMENT made and entered into by and between ASSOCIATED WHOLESALE GROCERS, INC., hereinafter called "Company", and DEPARTMENT STORE, PACKAGE, 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, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter called the "union".

The purpose of this Agreement is to promote and maintain mutually satisfactory industrial and economical relationships between the Company and the Union. It is recognized by this Agreement to be the duty of the Company, the Union, and the employees to cooperate fully for the advancement of these conditions, including industrial peace, looking towards a profitable operation.

Management will notify the local union representatives prior to the implementation of trial or final policies and procedures that effectuate these understandings. Disputes, if any, will be resolved in arbitration with the arbitrator bound to apply the standards set forth in the paragraph above.

Neither party will be bound by past practices prior to June 3, 2000.

Article I
Recognition

The Company recognizes the Union as the sole and exclusive collective bargaining representative for all employees who are working for the Company at its warehouse located in the Greater Kansas City Area in the job classifications listed in Article XX hereof, but excluding office, shipping room office, clerical, and supervisory employees as defined in the Labor-Management Relations Act of 1947, as amended, and all other employees.

Article II
Union Security

1. Except as limited by Section 3 of this Article, the Company agrees to require as a condition of continued employment that all present employees subject to the provisions of this Agreement must become members of the Union not later than the thirty-first (31st) day following the beginning of such employment or thirty-one (31) days following the effective date of this Agreement, whichever is the later, and all new or additional employees who become subject to the provisions of this

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transfer shall not result in the layoff of any bargaining unit employees employed by the Company who were on the seniority list prior to October 16, 1982.

Article XXX
Pensions

1. The Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund on behalf of employees as follows:
2. The following rates will be contributed for each casual or regular warehouse employee who has completed three (3) years of service. Drivers and Maintenance employees shall receive such contributions after thirty (30) calendar days of employment.

04/01/2012	\$243.90 per week
04/07/2013	\$258.50 per week
04/06/2014	\$274.00 per week

3. After thirty (30) calendar days of employment, casual and warehouse employees with less than three (3) years of service will receive contributions of 50% of the above weekly rate.
4. 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.
5. 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.
6. The Company shall pay and make weekly contribution for the pension program hereby established for each week worked 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 non-compensable 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.
7. If an employee is absent from work during any week due to layoff or leave of absence granted by the Company, the Company shall not be required to pay or make any weekly contributions for such employee. However, if any such regular

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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.

8. 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.
9. 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 XVI hereof.~~

Article XXXI FMLA

The parties agree to comply with the Family and Medical Leave Act of 1993 (FMLA). Employees on intermittent FMLA leave are required to first utilize all accrued but unused paid time off. Employees on non-intermittent FMLA leave are required to first utilize fifty percent (50%) of all accrued but unused paid time off.

Article XXXII Off the Job Injuries

Any employee who is off work due to an off-the-job injury will be required to notify the Company in advance of their return so that a return to work physical can be scheduled with the Company if necessary. The employee must notify the Company so that this 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 can be scheduled prior to the weekend.)

AGREEMENT

This Agreement is made by and between the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") on the one hand and Ellsworth Cooperative Creamery ("Ellsworth") on the other hand, each intending to be legally bound.

A. The Pension Fund is a multiemployer pension plan within the meaning of 29 U.S.C. §§ 1002(37) and 1301(a)(3).

B. Ellsworth is a corporation organized under the laws of the State of Wisconsin.

C. Ellsworth has been bound by a series of collective bargaining agreements, executed between Ellsworth and Local Union No. 662 affiliated with the International Brotherhood of Teamsters, under which Ellsworth has been required to make contributions to the Pension Fund on behalf of certain of its employees.

D. Pursuant to 29 U.S.C. § 1391(c)(5), the Pension Fund adopted an alternative method for determining an employer's allocable share of unfunded vested benefits ("Alternative Method"), and the Pension Benefit Guaranty Corporation approved said Alternative Method effective October 14, 2011 ("Alternative Method Date"), and such Alternative Method became part of Appendix E to the Pension Plan ("Plan").

E. Pursuant to the Alternative Method, an employer that contributes to the Pension Fund on the Alternative Method Date may become a "New Employer,"

to any other amounts which may be owed under this Agreement, the Plan, ERISA, or otherwise.

Article 8 – Place of Payment and Method

8.1 Any payments that Ellsworth is required to make under this Agreement may be extended or modified at the election of the Pension Fund. The acceptance by the Pension Fund of any payment after the time when it became due, as set forth herein, shall not establish a custom or waive any rights of the Pension Fund to enforce the timely payment of any other amounts.

8.2 All payments to be made under this Agreement shall be made payable to the Central States, Southeast and Southwest Areas Pension Fund and shall be either mailed to:

Central States Pension Fund
c/o Peter Priede
9377 W. Higgins Road
Rosemont, IL 60018

or transmitted by wire transfer listing Ellsworth as the payor and account number 2917500-0001 to:

American Banking Assoc.
No. 043-000-261
BNY Mellon, N.A.
Account #000093-2289
For Beneficiary: Central States Pension Fund

Article 9 – Limited Release and Treatment as New Employer

9.1 Conditioned upon Ellsworth's full and timely compliance with all of the terms of this Agreement, including without limitation the accuracy of the warranties in Articles 3.1 and 3.2, the Pension Fund releases Ellsworth from the

**COLLECTIVE BARGAINING AGREEMENT, LOCAL 600
AFFILIATED WITH INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA.**

AGREEMENT BETWEEN TEAMSTERS LOCAL 600 AND EMPLOYER WHOSE
ADDRESS IS: 350 E. OSBEN AVE CITY Westminster STATE FL
ZIP 32559 PHONE: (352) 926-0800

The Employer for its operation in St. Charles City and County, Jefferson County, Warren County, Washington County, Franklin County, St. 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 and deliver all material used for purposes of exposition or exhibit at the job sites or warehouses owned, leased, contracted or subcontracted by the Company 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.

The parties agree that movement of empty crates from the exhibitors booths, to 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 Teamsters Local 600. Additionally, all shuttle work to and from a marshalling/staging yard is recognized to be the work of Teamsters Local 600 and shall be performed by Teamsters Local 600. This work would include marshalling Decorators' trailers as performed in the past. The employer may, at its discretion, contract to another trucking firm signatory to a collective bargaining agreement with Local 600, to perform the driving work identified in this section provided that the work must be performed by employees of the subcontractor.

Teamsters Local 600 members are to also operate all trucks, tractor-trailers, forklifts, carts or dollies regardless of the materials being moved; and do all rigging and crane work, except that equipment rented with an operator. All work calls shall be a minimum of one (1) Leadperson and one (1) regular employee.

This also includes any company material loaded onto or from any common carrier designed for an interstate/intrastate or local delivery.

A letter of understanding regarding privately owned vehicles must be signed and attached if the exhibitor is to hand-carry in or out, their own equipment. The exhibitor must use a designated entrance and said equipment is to be delivered to the booth solely by the exhibitor with a minimum amount of trips and without the use of carts or dollies.

It is the employer's responsibility to inform the exhibitors of the rules and regulations of America's Center and any provisions of this contract that may affect the exhibitor's operation.

The employees have the right to challenge the safety of any equipment to be used in the operation.

The Employer will utilize Local 600's Referral/Call list in securing employees needed.

PENSIONS

The Employer shall contribute to the Central States Southern and Southwest Area Pension Fund the sum of \$56.10 per employee per day for each day an employee covered by this Agreement works.

DURATION

The Employer and the Union agree that the Collective Bargaining Agreement between the parties shall be reopened at the request of the Union for negotiations in the event the Employer establishes a permanent facility and office in the Union's jurisdiction prior to the expiration date of this Agreement.

Dates: From April 1, 2014 to March 31, 2015

EMPLOYER Employco USA, Inc. UNION

NAME: 350 E Ogden Ave.

TEAMSTERS LOCAL UNION NO. 600

ADDRESS: Westport IL

Affiliated with the International
Brotherhood of Teamsters

Redacted by U.S. Treasury

Redacted by U.S. Treasury

By: 

By: 

EQUIPMENT TRANSFER LLC
ACCOUNT NO.: 2575910-0100-00299-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 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. Contributions will be remitted at the following rates:

<u>Effective Date</u>	<u>Weekly Rate</u>
April 29, 2013	\$51.30
April 29, 2014	\$54.40
April 29, 2015	\$57.70

EQUIPMENT TRANSFER LLC

Redacted by U.S. Treasury

By: _____

Title: President

Date: Oct. 31, 2013

LOCAL UNION NO. 299

Redacted by U.S. Treasury

By: _____

Title: LOCAL 299 BUSINESS REP.

Date: Oct. 31, 2013

AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT DATED

APRIL 1, 2009

BETWEEN

TEAMSTERS LOCAL UNION 299
AND
EQUIPMENT TRANSFER LLC

Equipment Transfer LLC ("ETL") and Teamster Local Union 299 (the "IBT") (Collectively "The Parties") are parties to a Collective Bargaining Agreement dated April 1, 2009, (the "Agreement") and effective April 1, 2012, agree to amend the Agreement as follows:

ARTICLE 37. TERMINATION OF AGREEMENT

This Agreement should be in full force and effect from April 1, 2012 through March 31, 2016 and shall continue throughout the Agreement. Either party to the Agreement may terminate this Agreement by providing sixty (60) days written notice to the other party prior to the expiration of the Agreement.

APPENDIX A

EMPLOYEE WAGE AND BENEFITS

SECTION 1. PAY RATES:

	<u>4/1/12</u>	<u>4/1/13</u>	<u>4/1/14</u>	<u>4/1/15</u>
(OVER 1200)	\$3978	\$4058	\$4139	\$4221
Mileage Rates				
Hourly-Unloading/ Downtime	\$13.77	\$14.05	\$14.33	\$14.61
Holiday/Personal Day Layover Day/Sick Day	\$153.00	\$156.06	\$159.18	\$162.36
Working Holiday	\$14.28	\$14.57	\$14.86	\$15.15
SFES Recovery	\$37.54	\$38.29	\$39.05	\$39.83
*Saddle Recovery	\$5.24	\$5.35	\$5.45	\$5.56
*Boom Recovery	\$18.77	\$19.14	\$19.53	\$19.92
*Bag Recovery	\$1.69	\$1.73	\$1.76	\$1.80

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Bogie Block/ Timber Recovery (per management request only)	\$1.10	\$1.12	\$1.15	\$1.17
Mud Flap/Light Bar Recovery (per management request)	\$1.38	\$1.40	\$1.43	\$1.46
Cylinders	\$5.10	\$5.20	\$5.31	\$5.41
2x4	\$0.57	\$0.58	\$0.59	\$0.61
Boxes	\$4.59	\$4.68	\$4.78	\$4.87

* Driver Cleanup Wage-With ETI representative prior approval, driver would receive \$18.00 an hour for cleanup of any location with saddles and decking supplies scattered throughout the location.

(A) SADDLE DRIVERS

The Employer and Union agree that driver's wage is based on the amount of equipment picked-up. This rate is as follows:

Goal: 80% of all available saddles
Mileage: All miles traveled over 1200 in:

- 1.) A one week period or 2.) Per trip (A trip is from home to home and not broken by an approved nightly stay at home in lieu of a motel stay. Must be "end of week load termination)

SECTION 14. PAY PERIOD:

Employees must provide all payroll records to the company by 6:00 p.m. on Tuesday to be on that Friday's paycheck.

SECTION 15. 401(K) CONTRIBUTION

Employer shall contribute \$750.00 annually to each employee's 401(k) plan.

WHEREOF, the parties have executed this Amendment on the date indicated herein.

**ERICKSON TRANSPORT CORPORATION
and
TEAMSTERS LOCAL UNION NO. 245**

AGREEMENT

It is agreed by and between Erickson Transport Corporation, party of the first part, hereinafter designated as the "Employer," and Teamsters Local Union No. 245, affiliated with the International Brotherhood of Teamsters, party of the second part, hereinafter designated as the "Union."

ARTICLE 1: PROBATIONARY PERIOD

All new employees shall be on a probationary period for thirty (30) days and the Company shall be the sole judge of their competency for this thirty-day period. Employees entering the service and remaining therein thirty (30) days will be placed on the seniority list as of date pay starts. A new employee's probationary period may be extended fourteen (14) days by mutual agreement of both parties.

ARTICLE 2: TRUCK MECHANIC

A truck mechanic is a person who has had four (4) or more years experience at truck work as a general mechanic or machinist, or who has otherwise acquired a fundamental knowledge of automobile work and is capable of performing the following operations or any specialized branch thereof: The maintenance, repair, dismantling, adjusting, or rebuilding of parts thereof shall be the mechanic's work. The Company shall not be required to hire a greater number of employees than in its judgment is necessary to do the work.

ARTICLE 3: 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 of Teamsters Local Union No. 245 no later than the 30th day following the beginning of their employment, or the 30th day following the effective date of this clause, whichever is 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.

the Central States, Southeast and Southwest Areas Health and Welfare Fund for each covered employee. If the (*not to exceed) rate becomes lower than the rate in the table above, during the second and third years of the current bargaining agreement, the Employer would be reimbursed sixty (60%) and Employee would be reimbursed forty (40%) the potential health and welfare weekly premium savings associated with the rate change. If the rate becomes lower during the fourth and fifth years of the current bargaining agreement, the Employer would retain all of the potential health and welfare savings associated with the rate change.

Employee Contribution Rates (per week)

Employee Only	\$25.00
Employee & Spouse	\$107.00
Employee & Child	\$75.00
Family	\$127.00

For the second and all subsequent years of this Agreement, the Employer and the employees will share increases in individual employee coverage on a 60% Employer/40% employee basis.

12.2 Continued Employee Contributions Required, When

If an Employee is absent because of illness or an off-the-job injury and notifies the Employer of such absence, the Employer will make its required contributions toward the above medical insurance for one (1) week following the absence. The employee must pay their required contribution for one (1) week following the absence for illness or an off-the-job injury. The Employee will then begin his/her loss-of-time benefits for a period of up to twenty-six (26) weeks. If any employee is injured on the job, the Employer shall continue to make its required contributions until such employee returns to work, or for up to six (6) months, whichever period is shorter.

ARTICLE 13: PENSION

13.1 Effective May 15, 2014, the Employer agrees to pay to the Central States Southeast and Southwest Areas Pension Fund the sum of \$73.00 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

In subsequent years of this Agreement, the Employer agrees to pay 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 sixty (60) days or more:

Second Year:	\$75.90 Per Week
Third Year:	\$78.90 Per Week
Fourth Year:	\$82.10 Per Week
Fifth Year:	\$85.40 Per Week
Sixth Year:	\$88.80 Per Week
Seventh Year:	\$92.40 Per Week

13.2 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 into the Fund for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to make the required contributions into the Fund until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. The Employer recognizes and accepts the authority of the Trustees appointed by the Employers and Union to administer the above-named Fund in accordance with the Trust Agreement under which such trustees have been appointed and are acting, and the rules and regulations adopted by them.

ARTICLE 14: SENIORITY

14.1 Seniority lists shall be posted in each garage on the shop bulletin board, and updated when there are changes, showing names of all employees who have established seniority in accordance with Articles 1 and 2 of this Agreement.

14.2 Seniority rosters, when approved by the Union and Company will be final. Copies of roster will be furnished the Union. In layoffs, reemployment, and selection of jobs, the principle of seniority, if qualifications are otherwise equal, shall prevail. The Union will be furnished with a copy of all layoff notices or lists. Any employee laid off shall be given one (1) week's notice of layoff, or (1) one week's pay in lieu thereof based on the employee's average weekly hours worked during the one-year period occurring immediately prior to layoff.

ERICKSON TRANSPORT CORPORATION
ACCOUNT NO.: 2679500-0103-00245-B

LETTER OF UNDERSTANDING AND AGREEMENT

Effective May 16, 2014 and in all subsequent years of the collective bargaining 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 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.

ERICKSON TRANSPORT CORPORATION

Redacted by U.S. Treasury

By: _____

Title: President

Date: 5/26/15

LOCAL UNION NO. 245

Redacted by U.S. Treasury

By: _____

Title: B. A.

Date: 5-26-2015

2013-2018 COLLECTIVE BARGAINING AGREEMENT

ERICKSON TRANSPORT CORPORATION AND E. F. T. L., L. L. C. AND TEAMSTERS LOCAL 823

This collective bargaining agreement ("Agreement") is entered into by and between Erickson Transport Corp. ("Erickson") and E. F. T. L., L. L. C. ("LLC") (collectively, "Employer"), and Teamsters Local 823, affiliated with the International Brotherhood of Teamsters ("Union").

ARTICLE I

SCOPE OF AGREEMENT

Section 1.1 Operations Covered

This Agreement shall cover all over-the-road operations of the Employer.

Section 1.2 Employees covered.

Employees covered by this Agreement shall mean any driver or driver-helper operating a truck, tractor, or any other vehicle operated on a highway, street, or private road for transportation purposes.

Section 1.3 Transfer of Employer Title or Interest

The parties hereto shall not use any leasing device to a third party solely for the purpose of to evading this Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement, or any part thereof. Such notice shall be in writing, with a copy being sent to the Union not later than the effective date of such sale.

ARTICLE II

MANAGEMENT RIGHTS

The Employer retains, and shall continue to have the right to exercise all rights, responsibilities, and prerogatives of management, except as such rights, responsibilities, and prerogatives are specifically surrendered by an express provision of this Agreement.

ARTICLE III

UNION SHOP AND DUES CHECKOFF

Section 3.1 Recognition/Required Union Membership/New Employee Hiring

(a) The employer recognizes and acknowledges that the Union is the exclusive representatives 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. The Employer agrees not to enter into any agreement or contract directly with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

(b) All present employees who are members in good standing of the Union on the effective date of this Agreement, shall remain members of the Union in good standing as a condition of further employment. All present employees who are not members in good standing of the Union, and all employees who are hired after the effective date of this Agreement shall become and remain members in good standing of the Union as a condition of further employment with the Employer on and after the sixtieth (60th) day following the beginning of their employment, or on and after the sixtieth (60th) day following the effective date of this Agreement, whichever is later. The Union will fulfill its duty to explain fully to each employee covered by the Agreement his/her legal rights and responsibilities in regard to this paragraph. The Union will at such time when it receives a new Employee's application for membership, send a copy of the Current Collective Bargaining Agreement to the address on the new Member's application.

(c) When the Employer needs additional employees, the Employer 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.

(d) Nothing contained in this Article shall be construed to require the Employer to violate any applicable law.

Section 3.2 Checkoff

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. Withheld dues shall be remitted by the Employer to the Union on or before the 20th day of each month. 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. Checkoff procedures and timing shall be worked out locally.

ARTICLE XVII

PENSIONS

Section 17.1 Pension Plan

The Employer agrees to make pension contributions for the duration of this Agreement.

Section 17.2 Employer Contributions

Effective November 13, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund ("Fund") the sum of eighty-five dollars and sixty cents (\$85.60) per week for each employee who has been on the payroll sixty (60) calendar days or more.

Effective November 13, 2014, it will increase to \$90.70

Effective November 13, 2015, it will increase to \$96.10

Effective November 13, 2016, it will increase to \$99.90

Effective November 13, 2017, it will increase to \$103.90

Section 17.3 Trust Agreements

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

Section 17.4 Continued Employer Contributions Required, When

If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work or for up to six (6) months, whichever is shorter.

After a driver has had his/her number of days off, if he/she requires additional time off, he/she will be required to pay one-fifth (1/5) of the weekly contribution for each day to the Employer to maintain their pension. This will include drivers not calling in by 11:00 A.M. and making themselves available for work. However, this does not apply to drivers on vacation, funeral leave, FMLA leave, bona fide illness, on-the-job injury, Employer approved absence, or any other absence covered by any other provisions of this Agreement.

Section 17.5 When Regular Employer Contributions Are Required

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. However, 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.

ARTICLE XVIII

PASSENGERS

No driver shall allow anyone, other than employees of the Employer who are also on duty, to ride in or on their truck, except by written authorization of the Employer and Quality Carriers.

ARTICLE XIX

MEAL PERIOD

Drivers shall take at least one continuous hour for meals in each eleven (11) hour period. By mutual agreement, this period may be reduced to thirty (30) minutes. No drivers shall be compelled to take more than one continuous hour during such eleven hour period, nor be compelled to take any part of such continuous hours before he/she has been on duty four (4) hours. Meal period shall not be compulsory at terminals where the driver is responsible for equipment or cargo, nor shall meal periods be compulsory when or where there is no accessible eating place.

ARTICLE XX

LODGING

The Employer will expect the drivers to use the sleeper cabs during the rest periods; except when weather conditions are unsatisfactory, and in such cases the Employer must be contacted and give advance approval (work Rule 6A). In cases when the Employer has to furnish lodging, it is to be comfortable, sanitary rooms which contain not more than two beds. "Comfortable, sanitary rooms" shall mean rooms with not more than two drivers sleeping in the room at the same time, except in dormitories at Employer owned terminals with janitor service, clean sheets, pillow cases, blankets, hot and cold running water, good ventilation, and easy access to clean, sanitary toilet facilities in the building.

A G R E E M E N T

between

**ERICKSON TRUCKING SERVICE, INC.
(Drivers)**

and

GENERAL TEAMSTERS LOCAL UNION NO. 406
affiliated with the
International Brotherhood of Teamsters

RECEIVED

FEB 05 2013

**CONTRACT
DEPARTMENT**

May 1, 2012 - - - April 30, 2015

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of May, 2012, by and between **ERICKSON TRUCKING SERVICE, INC.**, located at 2217 Lake Street, North Muskegon, Michigan, 49445, and 3128 – 3 Mile Rd., N.W., Walker, Michigan, 49504, party of the first part, and hereinafter termed the "Employer", and **GENERAL TEAMSTERS LOCAL UNION NO. 406**, 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 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.

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 2. 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 General Teamsters Union, Local No. 406, 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.

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 agrees to deduct from the pay of each employee, all dues, service fees, initiation fees and assessments of General Teamsters Union, Local No. 406 and pay such amount deducted to said General Teamsters Union, Local No. 406 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.

shall not engage in gainful employment in the same industry in classifications covered by this Contract. 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. The employee must make suitable arrangements for continuation of Health and Welfare and Pension payments before the leave may be approved by either the Local Union or Employer.

ARTICLE 9

LIMITATION OF AUTHORITY AND LIABILITY

Section 1. No employee, Union member or other agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever without the express approval of the Executive Board of the Local Union through its Secretary-Treasurer. The Union shall not be liable for any such activities unless expressly so authorized.

Section 2. Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article 7 of this Agreement, may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

ARTICLE 10

MAINTENANCE OF STANDARDS

Section 1. The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at no less than the highest maximum 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.

Section 2. 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 ninety (90) days from the date of error.

ARTICLE 11

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, unless otherwise specified in Schedule "A" attached, a contribution not to exceed:

\$331.00 per week	Effective May 1, 2012
\$346.20 per week	Effective April 1, 2013
\$372.85 per week	Effective April 1, 2014
\$410.75 per week	Effective April 1, 2015

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. Peasant

Section 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 is on the regular seniority list unless otherwise specified in Schedule "A" attached, a contribution of:

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

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.

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 case 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 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 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-drive 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 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.

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 actions already taken or to be taken by such 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 12

PAID FOR TIME

Section 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 and until the time he effectively is released from duty.

ARTICLE 13

PAY PERIOD

Section 1. All regular employees covered by this Agreement shall be paid in full each week. Not more than seven (7) days shall be held on an employee. All other employees shall be paid at the end of their working period. 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 Representative.

ARTICLE 14

LOSS OR DAMAGE

Section 1. 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.

ADDENDUM to
ERICKSON TRUCKING SERVICE, INC.
(Drivers)

It is hereby understood by and between Erickson Trucking Service and General Teamsters Union, Local No. 406, affiliated with the International Brotherhood of Teamsters that the Collective Bargaining Agreement in effect from May 1, 2001 through April 30, 2006, is amended to read as follows:

Article 11 – HEALTH, WELFARE AND PENSION –

Section 2 -

The Employer agrees to pay into Central States, Southeast and Southwest Areas Pension Fund for each employee covered by the Agreement who is on the regular seniority list from his first day of employment, unless otherwise specified in Schedule "A" attached.

The remainder of the existing agreement shall remain in full force and effect.

FOR THE COMPANY

ERICKSON TRUCKING

Redacted by U.S. Treasury

BY

(title)

FOR THE UNION

GENERAL TEAMSTERS UNION,
LOCAL NO. 406, affiliated with the
International Brotherhood of Teamsters

Redacted by U.S. Treasury

BY

(title)

A G R E E M E N T

between

ERICKSON TRUCKING SERVICE, INC.
(Mechanics)

and

GENERAL TEAMSTERS LOCAL UNION NO. 406
affiliated with the
International Brotherhood of Teamsters

RECEIVED

FEB 0 5 2013

**CONTRACT
DEPARTMENT**

May 1, 2012 - - - April 30, 2015

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of May, 2012, by and between **ERICKSON TRUCKING SERVICE, INC.** located at 2217 Lake Street, North Muskegon, Michigan, 49445, and 3128 - 3 Mile Rd., N.W., Walker, Michigan, 49504, party of the first part and hereinafter termed "Employer", and **GENERAL TEAMSTERS LOCAL UNION NO. 406** affiliated with the International Brotherhood of Teamsters, located at 3315 Eastern Avenue, S.E., Grand Rapids, Michigan, party of the second part, and hereinafter termed "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 the 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 the attached Schedule "A".

Section 2. 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 General Teamsters Union, Local No. 406, 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.

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.

Section 3. The Employer agrees to deduct from the pay of each employee all dues, assessments and/or initiation fees of Local Union No. 406 and pay such amount deducted to said Local Union No. 406 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 9
LIMITATION OF AUTHORITY AND LIABILITY

Section 1. No employee, union member or other agent of the Union shall be empowered to call or cause any strike, work stoppage, or cessation of employment of any kind whatsoever without the express approval of the Executive Board of the Local Union through its Secretary-Treasurer. The Union shall not be liable for any such activities unless expressly so authorized.

Section 2. Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article 7 of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

ARTICLE 10
MAINTENANCE OF STANDARDS

Section 1. 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 on the effective date of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

Section 2. It is agreed that the provisions of this Section shall not apply to inadvertent or bonafide 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 11
HEALTH AND WELFARE & 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 unless otherwise specified in Schedule "A" attached, a contribution not to exceed:

\$331.00 per week	Effective May 1, 2012
\$346.20 per week	Effective April 1, 2013
\$372.85 per week	Effective April 1, 2014
\$410.75 per week	Effective April 1, 2015

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. 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:

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

All payment 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.

Section 3. Contributions for health and welfare and pension participation 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 and/or pension fund.

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. 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 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 6. 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.

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 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.

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 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 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 12 **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 is ordered to report for work and registers in until the time he is effectively released from duty.

ARTICLE 13 **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 on an employee. All other employees shall be paid at the end of their working period. 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 representatives.

ARTICLE 14 **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 or machines.

ADDENDUM to
ERICKSON TRUCKING SERVICE, INC.
(Drivers)

It is hereby understood by and between Erickson Trucking Service and General Teamsters Union, Local No. 406, affiliated with the International Brotherhood of Teamsters that the Collective Bargaining Agreement in effect from May 1, 2001 through April 30, 2006, is amended to read as follows:

Article 11 - HEALTH, WELFARE AND PENSION -

Section 2 -

The Employer agrees to pay into Central States, Southeast and Southwest Areas Pension Fund for each employee covered by the Agreement who is on the regular seniority list from his first day of employment, unless otherwise specified in Schedule "A" attached.

The remainder of the existing agreement shall remain in full force and effect.

FOR THE COMPANY

ERICKSON TRUCKING

BY

Redacted by U.S. Treasury

(title)

FOR THE UNION

GENERAL TEAMSTERS UNION,
LOCAL NO. 406, affiliated with the
International Brotherhood of Teamsters

BY

Redacted by U.S. Treasury

(title)

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

ESBER BEVERAGE COMPANY

AND

GENERAL TRUCK DRIVERS AND HELPERS
UNION LOCAL NO. 92

RECEIVED

APR 15 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, made at Canton, Ohio, by and between the ESBER BEVERAGE COMPANY, a Stark County Beer Wholesaler, on behalf of itself and hereinafter referred to as the "Employer" as the first party, and GENERAL TRUCK DRIVERS AND HELPERS UNION LOCAL NO. 92, hereinafter referred to as the "Union", as the second party.

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 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 the employees of the Company as herein defined. The term "employees" as used in this Agreement shall include drivers, driver-salesmen, working foreman, and warehousemen, including part-time employees.

The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.

The 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 2

Union Shop

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.

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 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.

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.

Contributions to the Health and Welfare Fund must be made for each week on each regular full time employee and any full time employee temporarily reduced to part-time. Only part-time employees hired under Article 14 (K) are excluded from this benefit until such time they are declared full time under the contract. It is mutually understood and agreed that the provisions of any group policy, or contract rules and regulations established by the Trustees, rules of eligibility and terms of any Trust Agreement shall become a part of this Agreement as though fully written herein and specific reference is made to all of the above and all parties to this Agreement, including insurance beneficiaries, shall be and are bound hereby.

ARTICLE 19.

Pension Plan

The Employer agrees to participate in the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION PLAN, during the period commencing December 3, 2012 and ending October 15, 2015 as follows:

The Employer shall contribute to the Trust Fund established and maintained under the Trust Agreement for said Pension Plan at the rates hereinafter set forth for each regularly-employed full time employee 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. Part-time employees hired under Article 14 (K) are excluded until such time as they are declared full time under the contract.

Effective:	December 3, 2012	\$95.20 per employee per week
	October 16, 2013	\$100.00 per employee per week
	October 16, 2014	\$104.00 per employee per week

Provided however:

Contributions During Employee's Vacation

(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.

Contributions During an Employee's Absence Due to Illness or Non-Occupational Injury

2. That if an employee is absent from work on account of his bonafide 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.

Contributions During an Employee's Absence Due to Occupational Injury

3. That if an employee is absent from work on account of bonafide 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.

Contributions During an Employee's Leave of Absence

(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.

Payment of Contributions

(C) The aforesaid contributions to be made by the Employer shall be made monthly unless otherwise agreed upon by the Employer and the Union.

Authorization of Employer Trustee

(D) 1. The Employer agrees to enter such appropriate trust agreements as shall be necessary for the administration of the Pension Plan, and to be designated the Employer Trustee under such Pension Plan, hereby requiring notice thereof and ratifying all actions already taken or to be taken by such Trustee within the scope of his authority, provided, however, that the Employer shall in no event be required to pay any more than the amount which the Employer has hereinbefore agreed to contribute to said Pension Trust Fund.

Binding Effect of Trust Agreements, etc.

2. Any person that 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 paragraph (D) 1. of this Article, and by the rules and regulations including the rules of eligibility adopted by the Trustees of said Pension Plan.

Employer's Obligation

(E) The Employer's obligations under this Article shall be limited solely to making the contributions hereinbefore 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) Effective October 1, 1997, with respect to part-time employees, the parties agree that in the event that an individual employed on a part-time 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 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 in the same manner and amount as required for regular full-time employees.

ARTICLE 20.

Delinquencies in Payment of Health and Welfare Pension

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 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 three (3) working days notice 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.

ARTICLE 21.

Absence

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.

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 from this firm.

ARTICLE 22.

Any employee serving as an officer, committeeman, or steward in Local Union No. 92 shall not suffer any discrimination from any Employer during the life of this Agreement.

ARTICLE 23.

Section 1

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 thereof, or the application of such Article or Section to persons or circumstances other than those as to

ARTICLE 28.

Credit Union

The members of the Local No. 92 have formed a Credit Union pursuant to Ohio and Federal Law. The Employer agrees to deduct from the pay of such employee members of Local No. 92, the sums of money from the employee's pay as is authorized in writing by the employee and forward said sums, payable to the Treasurer or designated officer of said Credit Union to be credited to the Credit Account of said employee.

ARTICLE 29.

General

No driver shall be required to make deliveries beyond the destination of his hand cart that are considered unsafe. Along with this upon formal complaint of the driver to the Steward and then to the Business Agent and at that point the Business Agent and Employer representative will investigate and resolve.

All deliveries shall be made in accordance with the accepted practice of the industry. Any problems shall be dealt with by a decision of the majority of drivers involved. If any driver is kicked out of such problem stops, for complying with the decision of the majority, all drivers will refuse delivery.

The Company will pay all reasonable parking fines incurred by drivers in the course of their duties.

Breakdown time shall be covered by daily guarantee.

Swing men shall have seniority preference of runs on a weekly basis for vacations and other weekly vacancies; daily seniority on less than weekly vacancies.

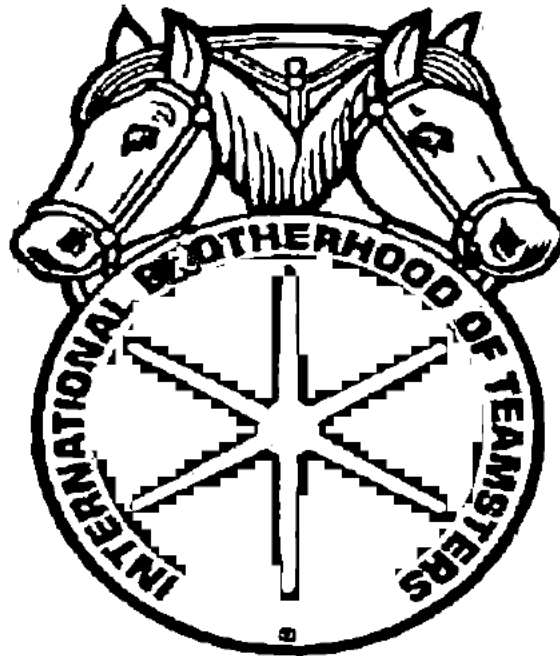
ARTICLE 30.

Termination

This Agreement shall be in full force and effect from December 3, 2012, to and including October 15, 2015, 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.

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 the Agreement, either party may serve upon the other a notice at least sixty (60) days prior to October 15, 2015, or October 15th of any subsequent contract year, advising that such

AGREEMENT
BETWEEN
EVANS ADHESIVE CORPORATION; LTD
AND
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL #284



ALLEN E. PRICE
PRESIDENT
LOCAL 284

NOV 01 2010

[Handwritten signature]

EFFECTIVE DATE: 06/01/10 THRU 05/31/13

AGREEMENT

This Agreement made and entered into by and between Evans Adhesive Corporation, Ltd. hereinafter referred to as the Employer, party of the first part, and Teamsters Union, Local No. 284, Columbus, Ohio, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, party of the second part.

UNION RECOGNITION

The Employer agrees to recognize and hereby does recognize the Union its designated agents and representatives, its successors and/or assigns, as the sole and 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.

ARTICLE I - COVERAGE

Section 1. This contract shall cover all employees of the Employer at its plant in Columbus, Ohio, except executive, supervisory, laboratory, sales, maintenance, janitorial, and office employees.

Section 2. The taking of physical inventories will be performed by non-union Company employees outlined in Section 1, Article I, Coverage. The Employer may, at its discretion, use Union employees for part of the inventory work. In the event that inventory is to be taken during non-business hours, the Company will use union personnel in the same capacity as if the inventory was taken during normal business hours.

ARTICLE II - UNION SECURITY

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 the thirty-first 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 day following the beginning of such employment, become and remain members in good standing in the Union. All employees covered by this Agreement and hired on or after the effective date shall remain a probationary employee of the Company for ninety (90) days. On the 31st day of employment, the Company will deduct the union dues and \$20 per week towards payment of the \$150 initiation fee. During the 90 day probationary period, the Company can terminate the employee for just cause without going through the grievance procedure.

Section 2. All new employees shall be considered as probationary employees for a period of ninety (90) calendar days. During this period of time, the Employer may transfer, layoff or discharge said employee as it finds 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 all federal, state and local employment laws, as amended.

- (ii) The Employer shall provide vision coverage and life insurance (collectively, "SEQUENT-Employer Insurance") effective on the first day of the month following 30 days of employment.
- (iii) The Employer shall exercise reasonable efforts to maintain reasonably similar Employer Other Insurance, on terms that are reasonably similar to the terms as of June 1, 2010, for the Agreement term.

Section 2

- (a) If an employee is unable to work as a result of a disability, the Medical Insurance Coverage and Employer Other Insurance will be continued for a maximum period of six (6) months from the date of such disability, and the Employer shall continue making contributions for such period. During such disability period, employee shall pay Employer employee contributions pursuant to Article X, Section 1(a)(ii).
- (b) If an employee is laid off or is absent from work by authorized leave of absence (and under no other conditions), the employee may continue Medical Insurance Coverage and/or Employer Other Insurance by making contributions at the established rate for a maximum period of six (6) months, commencing with the date of layoff or leave of absence. On a layoff only, the Employer agrees to pay for continuance of Fund health insurance and Employer Other Insurance for a period of sixty (60) calendar days.
- (c) When an employee is on an authorized vacation within the meaning of collective bargaining agreement, the Employer shall continue payment of Employer contributions for the vacation period.
- (d) When on strike (out of work directly or indirectly) because of labor dispute, employees as a group (not individually) may determine to pay their Medical Insurance Coverage premium to the Local Union and/or their Employer Other Insurance to the Employer.
- (e) The Employer shall administrate Title X of the Consolidated Omnibus Reconciliation Act of 1985, as amended, (COBRA) for the applicable Employer Other Insurance as outlined in this Agreement. The Fund shall administrate COBRA for the Medical Insurance Coverage as outlined in the Fund Summary Plan Description Booklet.

Section 3. The Employer shall contribute to the pension fund, the following sums per week for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more:

June 1, 2010	\$83.10
June 1, 2011	\$89.80
June 1, 2012	\$95.20

ORIGINAL

COLLECTIVE BARGAINING AGREEMENT

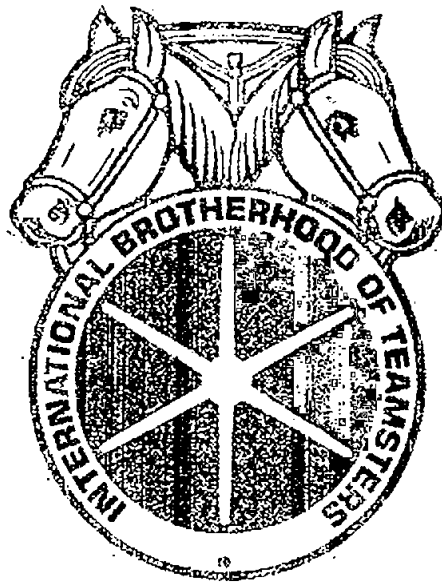
Between

EXTERIOR, INTERIOR SPECIALISTS

and

TEAMSTERS, AUTOMOTIVE, PETROLEUM AND ALLIED TRADES
Local Union No. 50

affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS



June 1, 2013 - May 31, 2015

RECEIVED

OCT 29 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement made and entered into as of this First day of June 2013, between **EXTERIOR, INTERIOR SPECIALIST**, hereinafter called "Employer", and the hereinafter referred to as **LOCAL 50 and INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, hereinafter referred to as "Union" or jointly as "Local Unions".

ARTICLE I - RECOGNITION

1.1 The Employer agrees to recognize the Union which is party to this Agreement as the exclusive collection bargaining representative for the employees of the Employer, as defined hereinafter, working in the jurisdictional area of each of the Unions.

1.2 Employees of the Employer are defined as those employees driving trucks, as classified and described in the Wage Schedule attached hereto and made a part hereof, but specifically excluding all employees of the Employer for whom the Employer recognizes other craft unions, technical engineers, guards, office, clerical, and supervisory employees.

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 Conference.

1.4 The Company agrees that it will not sponsor or promote, financially or otherwise, any group or lab 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 - SCOPE

2.1 It is hereby understood and agreed that this Agreement shall cover construction work performed by the Employer within the geographical jurisdictions of the Local Unions 50. The Local Unions agree to furnish the Employer a detailed map or other suitable description of the current geographical jurisdiction of each of the Local Unions.

ARTICLE IX - HEALTH AND WELFARE

9.1 Effective June 1, 2013 the Employer shall contribute to the Midwestern Teamsters Health and Welfare Trust Fund Plan 559 the sum of Two Hundred Eighty-Five Dollars and Forty Cents (\$285.40) per week for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days.

Effective June 1, 2014 the Employer shall contribute the sum of Three Hundred - Eight Dollars and Forty Cents (\$308.40) per week per employee.

Effective June 1, 2015, the Employer shall contribute the sum of Three Hundred Thirty-Four Dollars (\$334.00) per week per employee.

9.2 The Employer, by the execution of this Agreement, assumes no financial liability as to the acts of the trustees.

9.3 If an employee is absent because of 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 is physically able to return to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is absent because of illness and notifies the Employer of such absence, the Employer shall continue to pay the required contributions for a period of eight (8) weeks. If an employee is laid off, the Employer shall continue to pay the required contributions for a period of four (4) weeks. If an employee is granted a leave of absence, the employee shall pay to the Employer, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the agreed period of absence. In the event the employee desires to have his health and welfare insurance continued during his absence due to sickness or off-the-job injury, he must report such facts to the Employer within seventy-two (72) hours of his absence. In the event an employee cannot report for work on his scheduled time, he shall promptly notify the Company of his absence.

ARTICLE X - PENSION

10.1 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. An employee must actually begin to work to receive the pension contribution for that week.

Effective June 1, 2014, the weekly pension contribution rate shall increase to Two Hundred-Eight Dollars and Eighty Cents (\$208.80) per week.

Effective June 1, 2015, the weekly pension contribution rate shall be Two Hundred-Seventeen Dollars and Twenty Cents (\$217.20) per week.

10.3 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 or for operations under the Southeast and Southwest Areas Agreements to which Employers who are party to this Agreement are also parties.

10.3 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.

10.4 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.

10.5 There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, 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.

WORKING AGREEMENT

BETWEEN

TEAMSTERS LOCAL 377

AND

EXTENDIT COMPANY

MAY 1, 2012 THROUGH APRIL 30, 2016

RECEIVED

JUN 04 2012

**CONTRACT
DEPARTMENT**

WORKING AGREEMENT

This is to advise that EXTENDIT COMPANY located at 601 Jones Street, Youngstown, Ohio will abide by the terms of the current Working Agreement under the Ohio Contractors Association (HEAVY HIGHWAY AGREEMENT) while members of the Teamsters Union are employed by our Company.

We will pay the labor rates and all fringe benefits on all Company Drivers as listed below:

Company Drivers of Combination Vehicles Tandem, Tankers, etc.,	Effective 5/1/2012	\$21.14
	This shall remain in effect for the duration of this Agreement.	
Drops:	Effective 5/1/2012	\$10.00
	This shall remain in effect for the duration of this Agreement.	
Mileage:	Effective 5/1/2012.	.39/per mile
	Effective 5/1/2013	.40/per mile
	Effective 5/1/2014	.41/per mile
	Effective 5/1/2015	.42/per mile
	Effective 5/1/2012.	.58/per mile shall be paid on Saturday only
Health & Welfare:	The Employer shall maintain the current standards of benefits for the duration of this Agreement (Maintenance of Benefits on Ohio Contractors Associations Agreement).	
	Effective 5/1/2012	\$6.81 per hour
	Effective 5/1/2013	maintenance of benefits
	Effective 5/1/2014	maintenance of benefits
	Effective 5/1/2015	maintenance of benefits

Effective May 1, 2012, EXTENDIT COMPANY agrees to pay the sum of five dollars and seven (\$6.81) per hour (Rated is good till April 30,) for every hour worked for each of this employees covered by this Agreement. The Fund shall be Teamsters Ohio Contractors Association Health and Welfare Fund.

It is mutually understood and agreed that the provisions of any group policy or contract, rules of eligibility and terms of the Trust Agreement to be agreed upon shall become a part of this Agreement as though fully written herein and specific reference is made to all

of the above and all parties to this Agreement, including the insured employees covered hereunder and their designated beneficiaries, shall be and are bound hereby.

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

One to twenty employees	\$10,000.00
Greater than twenty employees	\$20,000.00

Pension: The Employer shall contribute the following amounts to the Central States Southeast and Southwest Areas Pension Fund:

Effective	5/1/2012	\$193.10 per week per employee
Effective	5/1/2013	\$200.80 per week per employee
Effective	5/1/2014	\$208.80 per week per employee
Effective	5/1/2015	\$217.20 per week per employee

DEFINITIONS AND EXPLANATIONS

SUNDAY SENIORITY DISPATCH

The first four (4) Company drivers are given the right to choose their work according to their seniority rank, from a cover sheet provided by the Company Dispatcher to which the Company Dispatcher shall call each Driver starting with the oldest to the youngest offering them their load assignment (Phone calls begin at 8:00 a.m. Sunday morning).

COVER SHEET

A Load Sheet consisting of all planned outgoing shipments or deliveries for the next day including the following information:

All Company Tractor Trailer loads
All Broker loads

The time for the next day cover sheet to be completed shall be set for 3:00 p.m. the preceding day. The cover sheet shall be kept up to date, within ten (10) minutes from the time the Company Dispatcher has knowledge that the load is going to be shipped for the next day's work.

AGREEMENT

between

JOHN FABICK TRACTOR COMPANY

and

AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES
EMPLOYEES UNION, LOCAL 618

Effective

11/21/2011 through 10/31/2016

RECEIVED

DEC 30 2011

CC
DEPARTMENT

AGREEMENT
between
JOHN FABIC TRACTOR COMPANY
and
TEAMSTERS LOCAL 618

This Agreement made and entered into this 21st day of November, 2011 by and between JOHN FABICK TRACTOR COMPANY, hereinafter called the "Employer," party of the first part, and the AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES EMPLOYEES UNION, LOCAL #618, hereinafter referred to as the "Union," party of the second part.

ARTICLE I
RECOGNITION

1:01 The Employer recognizes the Union as the sole collective bargaining agent for those employees in the Parts Department at its Fenton, Missouri facility classified as Countermen and Warehousemen excluding all office clerical employees, Service Department Employees, Parts Department Clerical and Administrative employees, cashiers, Used Parts Department employees, Product Support employees, audit employees, managerial employees, professional employees, guards and supervisors as defined in the Act, and all other employees.

It is further agreed that no other labor organization or group of employees shall be recognized as the representative of the employees employed in the above described collective bargaining unit.

ARTICLE II
UNION SECURITY

2:01 – 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

days or more, unless such employee has been covered by the Welfare Fund in the twelve (12) months immediately preceding his employment.

15:05 – 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 its contribution to the Health and Welfare 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 written notice to the Employer of said 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 employee for losses resulting therefrom.

ARTICLE XVI

PENSION

Effective May 1, 2012, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of One Hundred Twenty Four Dollars and Eighty Cents (\$124.80) per week for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more except for student, casual and part-time employees. (Increase the contribution to One Hundred Thirty Two Dollars and Thirty Cents (\$132.30) per week effective 5/1/2013 and One Hundred Forty Dollars and Twenty Cents (\$140.20) per week effective 5/1/2014 and One Hundred Forty Eight Dollars and Sixty Cents (\$148.60) per week effective 5/1/2015 and One Hundred Fifty Four Dollars and Fifty Cents (\$154.50) per week effective 5/1/2016.) * These contributions shall be made for any payroll week during which the employee receives payment from the Employer for either wages, vacation time, or holiday pay. This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Contract. 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, 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 herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of its contributions 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 employees for losses resulting therefrom.

ARTICLE XVII

CLASSIFICATIONS AND WAGES

Wages and classifications which are set forth in Appendix A are for pay purposes only. The Employer will pay at the end of the shift on every other Friday for work performed in the bi-weekly pay period ending the preceding Saturday. Beginning with the first pay period in January, 2012, wages or other forms of pay shall be by direct deposit only. No paper record will be provided by the Employer. An employee regularly assigned as the single employee governed by this contract in a location other than Fenton, shall receive a \$1 per hour pay differential for performing additional responsibilities, as long as there is no manager or supervisor primarily assigned to that location.

ARTICLE XVIII

OVERTIME

Employees working 5-8's shall be paid time and one-half (1-1/2) their rate for all hours worked in excess of eight (8) in any one day or in excess of forty (40) hours in any one week. Employees working 4-10's shall be paid time and one-half (1-1/2) their rate for all hours worked in excess of ten (10) in any one day or in excess of forty (40) hours in any one week. For the purpose of computing overtime, all hours received for funeral leave and jury duty will be credited as time worked. If a holiday falls on Monday through Friday or a vacation day is taken Monday through Friday, it will be counted as time worked for the limited purpose of determining the appropriate rate of pay for hours actually worked on

COLLECTIVE BARGAINING AGREEMENT

between

FACTORY STEEL & METAL SUPPLY COMPANY

and

TEAMSTERS LOCAL UNION No. 247
an Affiliate of the International Brotherhood of Teamsters

Effective March 26, 2013 through March 31, 2018

RECEIVED

APR 26 2013

CONTRACT
DEPARTMENT

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of March, 2013, by and between FACTORY STEEL & METAL SUPPLY COMPANY, located at, 14020 Oakland, Highland Park, Michigan 48203, party of the first part, and hereinafter termed the "Employer", 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".

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 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".

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 bargaining unit operations, including newly established or acquired warehousing, transportation or processing operations of the Employer.

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, 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 sixty-first (61st) calendar day following the beginning of their employment or on and after the sixty-first (61st) calendar day following the effective date of this subsection or the date of this Agreement, 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.

SECTION 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 Union for each and every employee, provided, however, that the Union presents to the Employer

shall be computed from the time that the employee is ordered to report for work and registers in until the time he/she 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 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 HEALTH AND WELFARE AND PENSION

SECTION 1. Health and Welfare: The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund (MCTWF), each employee covered by this Agreement who is on the regular seniority list, unless otherwise specified in Schedule "A", attached, a contribution as designated benefit plans listed below:

<u>Effective Date:</u>	<u>Weekly Contribution Amount:</u>	<u>Plan:</u>
3/26/13	\$279.65	248 EEN26
3/31/13	\$304.90	248 EEN26
5/5/13	\$300.65	771 QNH-BVN-2DT
3/30/14	\$321.90	771 QNH-BVN-2DT
3/29/15	\$339.15	771 QNH-BVN-2DT
4/3/15	\$364.15 *Max	771 QNH-BVN-2DT
4/2/17	\$389.15 *Max	771 QNH-BVN-2DT

*Maximum contribution to be borne by the Employer. Any increase which exceeds these amounts will be paid by the employee through weekly payroll deductions.

All employees hired on or after June 1, 2010 will pay weekly co-pay, through payroll deduction, towards their health and welfare contribution as follows:

<u>Effective Date:</u>	<u>Employee Weekly Co-pay Amount:</u>
3/26/13	\$20.00

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, Michigan Conference of Teamsters Welfare Fund, P. O. Box 77000, Detroit, Michigan 48277-0158, which bank has been made depository for the MCTWF.

SECTION 2. Pension: 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:

<u>Effective Date:</u>	<u>Weekly Contribution Amount:</u>
4/1/13	\$89.00
4/1/14	\$92.60
4/1/15	\$96.30
4/1/16	\$100.20
4/1/17	\$104.20

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. 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 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 Agreement 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 MCTWF and pension fund for a period of four (4) weeks. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than 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 MCTWF 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 MCTWF 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-operator 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 MCTWF and/or pension funds, 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 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.

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 and/or pension payments, the Employer will pay the attorneys fees in full and all other costs of collection.

It is agreed that the health and 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 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 17 PAY PERIOD

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 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 18 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, the Employer 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.

AGREEMENT
BETWEEN
FALK PAPER COMPANY
AND
MISCELLANEOUS DRIVERS,
HELPERS, & WAREHOUSEMEN'S
UNION
LOCAL NO. 638, I.B.T.

EFFECTIVE
MARCH 1, 2014
THROUGH
FEBRUARY 28, 2015

RECEIVED

APR 08 2014

CONTRACT
DEPARTMENT

AGREEMENT

Between

FALK PAPER COMPANY

and

**MISCELLANEOUS DRIVER, HELPERS, & WAREHOUSEMEN'S UNION
LOCAL NO. 638, I.B.T.**

THIS AGREEMENT is entered into between Falk Paper Company of Minneapolis, Minnesota, hereinafter referred to as the Employer and The Miscellaneous Drivers, Helpers, and Warehousemen's Union, Local No. 638, I.B.T.C.W.H. of America, hereinafter referred to as the Union for itself and on behalf of the employees of the Employer covered by this Agreement.

Parties to this Agreement will not discriminate against any employee on account of sex, age, race, color, creed, national origin, physical or mental handicap, or veteran status as required by law.

Any references to the masculine gender that appear in the Agreement shall have equal application to the feminine gender. Further to this point, where the pronoun "he" is used, it is meant to be "he" or "she".

**ARTICLE I
UNION SHOP**

- 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. All employees in the classifications herein noted shall be members in good standing in the Union. "In good standing", for the purpose of the Agreement between this Union and this Employer, is defined to mean the payment of a standard initiation fee and standard monthly dues as applied uniformly to all employees covered by this Agreement. 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.

ARTICLE XXXIII
PENSION PLAN

- 33.01 The Employer shall contribute to the Central States Southeast and Southwest Area Pension Fund in accordance with the following schedule for each employee covered by this Agreement. This amount shall be paid each week the employee shows earnings on the Employer's payroll, except as provided below. Effective 3/1/14, one hundred forty-three dollars and sixty cents (\$143.60) per week. The participating employee shall reimburse the Employer, through payroll deduction, seven dollars and eighty cents (\$7.80) per week.
- 33.02 If the employee is injured on the job, the Employer shall continue the required contribution until the employee returns to work. However, such contributions shall not be paid for a period of more than four (4) weeks.

ARTICLE XXXIV
INJURY ON THE JOB

- 34.01 The Employer agrees to pay the employees their regular straight time rate of pay for any time lost from their regular work shift due to time spent obtaining a doctor's medical care for any physical injury sustained and reported while at work on the original day of injury. The above shall also apply to visits for doctor's medical care after the original day of injury, provided the employee works the major portion of the day and further provided that the visit does not exceed two (2) hours unless the doctor certifies that more than two (2) hours was necessary. A verification from the doctor will be required to support each visit.

ARTICLE XXXV
EXAMINATIONS

- 35.01 Physical examinations required by a government body or the Employer shall be promptly complied with by the employees and paid for by the Employer. Employees will not be required to take examinations during their working hours unless paid by the Employer for all time spent. Employees shall be given reasonable notice of dates of examinations. 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 to an employee, have said employee re-examined at the employee's expense. If the two (2) physicians disagree, the Employer and the Union shall mutually agree upon a third physician within ten (10) working days, whose decision shall be final and binding on the Employer, the Union, and the employee. Neither the Employer nor the Union will attempt to circumvent the decision of the third physician and the expense of the third physician shall be equally divided between the Employer and the Union.

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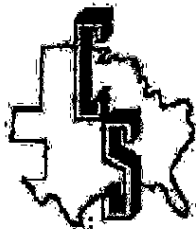
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CENTRAL STATES FUNDS

FALK PAPER CO.
ACCOUNT NO.: 2653200-0202-00638A

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 (oba) after the employee has been on the Employer's payroll for thirty (30) working days, regardless of probationary or seniority status. Contributions will be remitted 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 regular employees).

FALK PAPER CO.

By: _____

Redacted by U.S. Treasury

Title: _____

Date: _____

LOCAL UNION NO. 638

By: _____

Redacted by U.S. Treasury

Title: _____

Date: _____

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

www.MyTeamCare.org • www.MyCentralStatesPension.org

AGREEMENT

FAMOUS LUBE CARES, INC.

CHICAGO, ILLINOIS

WITH

MISCELLANEOUS WAREHOUSEMEN, AKAINE,

AUTOMOTIVE PARTS SERVICE

TRAIL AND RENTAL ELECTRICAL AND

REPAIRS, MECHANICAL AND ELECTRICAL

CLERICAL AND PRODUCTION EMPLOYEES

UNION LOCAL NO. 781

AFFILIATED WITH THE INTERNATIONAL

Brotherhood of

TEAMSTERS

JULY 1, 2011

TO

JUNE 30, 2013

AGREEMENT

FAMOUS LUBRICANTS, INC.

CHICAGO, ILLINOIS

WITH

**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

JULY 1, 2011

TO

JUNE 30, 2013

AGREEMENT

THIS AGREEMENT made and entered into this 30th day of June, 2011 by and between 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, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter referred to as the "Union"), party of the first part, and FAMOUS LUBRICANTS, INC. (hereinafter referred to as the "Company") party of the second part.

WITNESSETH THAT:

Whereas, the parties hereto desire to establish the standards of hours of labor, rates of pay and other conditions under which certain of the employees of the Company shall work during the term of this Agreement and desire to regulate the mutual relations between the parties hereto with a view to securing harmonious co-operation between them; and

Whereas, it is the opinion of both parties to this Agreement that the phrase "Collective Bargaining" is intended and does mean collective bargaining for the specific purpose of reaching an agreement; and

Whereas, the officers of the Union have been authorized to execute this Contract on behalf of the Union and its members; and

Whereas, as of July 1, 1973, more than a majority of the employees of the Company who are engaged in trucking, packing and the performance of other usual warehouse duties at the Company's warehouse are members of the Union, which employs the parties hereto, agree and constitute an appropriate unit for the purpose of this Agreement.

Now, therefore, in consideration of the promises and the mutual covenants and agreements of the parties hereinafter contained, the parties have agrees as follows:

ARTICLE I

(A) The Company will recognize the Union as the sole bargaining agent for its employees who are, and only such of its employees who are engaged in trucking, packing, and other similar warehouse duties at the Company's warehouse not including watchmen, laboratory testers and helpers, supervisory employees and office employees for the purpose of collective bargaining and for the settling of grievances, labor disputes, minimum rates of pay, hours and other conditions of employment provided however, that this Contract shall not be construed to deprive any person of any rights under Section 9-A of the National Labor Relations Act. This Agreement shall apply only to

ARTICLE XIII

It shall not be a violation of this Agreement for an employee to refuse to enter upon the premises of an employer if the employees of such employer are engaged in a strike ratified, or approved by a representative of such employees, whom such employer is required to recognize under the provisions of the Labor Management Relations Act of 1947; provided that no employee will be required to deliver any goods to any one on strike where his personal safety will be in danger. 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 lines of a union or 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 involved in any controversy with this or any other Union; and reserve the right 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 a controversy with any other Union, the Union will do all in its power to effect a fair settlement.

ARTICLE XIV

PENSION FUND:

Effective July 1, 2011, the Company shall contribute to the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, the sum of FORTY DOLLARS and TWENTY CENTS (\$40.20) per week (Schedule A) 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 instruments establishing said Pension Fund. Effective July 1, 2012, the Company shall contribute to the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, the sum of FORTY TWO DOLLARS and TWENTY CENTS (\$42.20) per week (Schedule A) 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 instruments 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 any 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 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 regular or extra employees 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 all though contributions may be made for these 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 XV

USERRA

The Company will comply with all applicable federal laws relating to employees who enter the Armed Services of the United States including the Uniformed Services Employment and Re-employment Rights Act of 1994.

ARTICLE XVI

This Agreement shall become effective July 1, 2011, and shall remain in effect until June 30th, 2013, and it shall automatically renew itself from year to year thereafter unless the Union or Company notifies the other in writing of its desire to modify or terminate the Agreement thirty (30) days prior to expiration date.

FOR THE COMPANY:

FAMOUS LUBRICANTS

Redacted by U.S. Treasury

FOR THE UNION:

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

Redacted by U.S. Treasury

PAUL J. STRIPLING, PRESIDENT

Redacted by U.S. Treasury

DALE C. FIJALKOWSKI, BUSINESS REP.

RECEIVED

JUL 09 2012

**CONTRACT
DEPARTMENT**

AGREEMENT

BETWEEN

FAMOUS SUPPLY COMPANY
of Wheeling, West Virginia

and

TEAMSTERS LOCAL UNION NO. 697



RECEIVED

SEP 25 2012

**CONTRACT
DEPARTMENT**

August 17, 2012 through August 16, 2015

AGREEMENT

THIS COLLECTIVE BARGAINING AGREEMENT, made as of the 17th day of August 2012, between FAMOUS SUPPLY COMPANY of Wheeling, West Virginia, hereinafter referred to as the "EMPLOYER," party of the first part, and the GENERAL TEAMSTERS LOCAL UNION NO. 697, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "UNION," party of the second part.

WITNESSETH: That in consideration of the premises, and in order to do away with the possibility of strikes, boycotts, lockouts, and the like, the parties hereby agree to wage rates, terms and conditions of employment as follows:

ARTICLE I RECOGNITION AND SCOPE OF AGREEMENT

Section 1. - RECOGNITION: The Employer agrees to recognize, and does hereby recognize, the Union, its duly authorized agents, representatives, or successors as the exclusive bargaining agent for all of the employees of the Employer covered by the scope of this Agreement.

The Employer agrees to recognize, and does hereby recognize, the Union, its duly authorized agents, representatives, or successors as the exclusive bargaining agent for all the employees of the Employer classified in Article IV, Section 1(a); and the Union agrees to recognize, and does hereby recognize, the Employer, its duly authorized agents, representatives, successors, and assigns as the exclusive bargaining agent.

Section 2. - SCOPE OF AGREEMENT: The execution of this Agreement on the part of the Employer covers all drivers, warehouse people, and such other employees as may be presently or hereafter represented by the Union engaged in plumbing material products, heating and air conditioning products and supplies within the area located within the jurisdiction of the Teamsters Local Union #697 of Wheeling, West Virginia.

Employees covered by this Agreement shall be construed to mean, but not limited to, any driver, chauffeur, or driver-helper operating a truck, or any other vehicle operated on the highway, street, or private road for transportation purposes when used to defeat the purpose of this Agreement. The term employee also includes, but is not limited to, all employees used in dock work, checking, stacking, loading, unloading, handling, shipping receiving, assembling, and allied work.

ARTICLE II UNION SECURITY

Section 1.

(a) It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union is 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 the

- (b) if not reduced to writing, are of routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Section 3. 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.

Section 4. The Employer recognizes these limitations upon the authority of the Job Steward and Alternate and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have authority to impose proper discipline, including discharge, in the event the Job Steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

Section 5. Steward shall be permitted to investigate, present, and process grievances on or off the property of the Employer.

ARTICLE XIII JURY PAY

Section 1. The Employer shall pay to an employee an amount equal to the difference between the sum received for required jury service and an amount determined by multiplying the employee's straight time rate, exclusive of shift differentials and all other premiums, by the number of hours of employment lost by reason of such jury duty, up to but not exceeding eighty (80) hours in a calendar year. Hours of employment lost by reason of jury duty are counted as hours worked for weekly overtime purposes. If the employee has intermittent jury service, the employee will be required to report to the Employer for work those days when not in the jury duty, or awaiting assignment. Employees being released on those days shall return to their employment in a reasonable length of time.

ARTICLE XIV PENSION

Section 1. Effective August 17, 2012, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of Seventy Four dollars and Eighty cents (\$74.80) per week for each employee covered by this Agreement who has been on the payroll ninety (90) days or more.

Effective August 17, 2013 the amount will be \$80.80
Effective August 17, 2014 the amount will be \$87.30

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 Employers who are party to this contract are also parties.

Section 3. By the execution of this Agreement, the Employer authorizes the Employer's Association, which are parties hereto, to enter into appropriate Trust Agreement necessary for the administration of

such fund, and to designate the Employer Trustees under such Agreement hereby waiving all notice hereof and ratifying all actions already taken or to be taken by the 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 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 employee, even though such employee may work only part-time under 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. 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 contributions to the pension fund or funds created under this Agreement, in accordance with the rules and regulations of the Trustees of such fund, the employees or their representatives, after proper official notice of the Local Union shall give 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 for losses resulting therefrom.

Section 7. This Agreement was negotiated under the 1982 schedule.

ARTICLE XV BIDDING

Section 1. The filling of vacancies and/or new employee positions or starting time shall be posted for bid three (3) days, and will be filled according to Employee seniority providing the employee can qualify. Only the first new vacancy and/or position or starting time shall be subject to bid and the Employer will make the second selection. Successful bidders will not be allowed to bid again for a period of one (1) year.

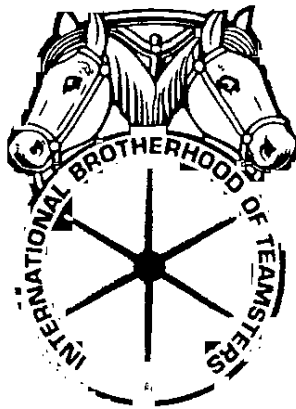
AGREEMENT

between

**FAMOUS SUPPLY COMPANY
of Washington, Pennsylvania**

and

TEAMSTERS LOCAL UNION NO. 697



RECEIVED

SEP 25 2012

**CONTRACT
DEPARTMENT**

October 1, 2012 through September 30, 2015

AREEMENT

This Collective Bargaining Agreement, made this day 1st of October, 2012, between FAMOUS SUPPLY COMPANY OF WASHINGTON, P A, hereinafter referred to as the "EMPLOYER," party of the first part, and the GENERAL TEAMSTERS LOCAL UNION NO. 697, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "UNION," party of the second part.

WITNESSETH: That in consideration of the premises, and in order to do away with the possibility of strikes, boycotts, lockouts, and the like, the parties hereby agree to wage rates, terms and conditions of employment as follows:

ARTICLE I **RECOGNITION AND SCOPE OF AGREEMENT**

Section 1. RECOGNITION: The Employer agrees to recognize and does hereby recognize, the Union, its duly authorized agents, representatives, or successors as the exclusive bargaining agent for all of the employees of the Employer covered by the scope of this Agreement.

The Employer agrees to recognize and does hereby recognize the Union, its duly authorized agents, representatives, or successors as the exclusive bargaining agent for all the employees of the Employer classified in Article IV, Section (a); and the Union agrees to recognize, and does hereby recognize, the Employer, its duly authorized agents, representatives, successors, and assigns as the exclusive bargaining agent.

Section 2. SCOPE OF AGREEMENT: The execution of this Agreement on the part of the Employer covers all drivers, warehouse people, and such other employees as may be presently or hereafter represented by the Union engaged in plumbing material products, heating and air conditioning products and supplies within the area located within the jurisdiction of the Teamsters Local Union No. 697 of Wheeling, West Virginia.

Employees covered by this Agreement shall be construed to mean, but not limited to, any driver, chauffeur, or driver-helper operating a truck, or any other vehicle operated on the highway, street, or private road for transportation purposes when used to defeat the purpose of this Agreement. The term employee also includes, but is not limited to, all employees used in dock work, checking, stacking, loading, unloading, handling, shipping, receiving, assembling, and allied work.

ARTICLE II **UNION SECURITY**

Section 1. (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 remain members in good standing and those who are not

- (a) have been reduced to writing, or
- (b) if not reduced to writing, are of routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Section 3. 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.

Section 4. The Employer recognizes these limitations upon the authority of the Job Steward and Alternate and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have authority to impose proper discipline, including discharge, in the event the Job Steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

Section 5. Steward shall be permitted to investigate, present, and process grievances on or off the property of the Employer.

ARTICLE XIII **JURY PAY**

Section 1. The Employer shall pay to an employee an amount equal to the difference between the sum received for required jury service and an amount determined by multiplying the employee's straight time rate, exclusive of shift differentials and all other premiums, by the number of hours of employment lost by reason of such jury duty, up to but not exceeding eighty (80) hours in a calendar year. Hours of employment lost by reason of jury duty are counted as hours worked for weekly overtime purposes. If the employee has intermittent jury service, the employee will be required to report to the Employer for work those days when not in the jury duty, or awaiting assignment. Employees being released on those days shall return to their employment in a reasonable length of time.

ARTICLE XIV **PENSION**

Section 1. Effective October 1, 2012 through September 30, 2015, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of Seventy-four dollars and Eight cents (\$74.80) per week for each employee covered by this Agreement who have been on the payroll ninety (90) days or more.

Effective October 1, 2013 the amount will be \$80.80

Effective October 1, 2014 the amount will be \$87.30

Section 2. This fund shall be the Central States, Southeast and Southwest Area 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 3. By the execution of this Agreement, the Employer authorizes the Employer's Association which are parties hereto to enter into appropriate Trust Agreement necessary for the administration of such fund, and to designate the Employer Trustees under such Agreement hereby waiving all notice hereof 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 any employee is granted a leave of absence, the Employer shall collect 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 employee, even though such employee may work only part time under 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 provision of this paragraph.

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 its contributions to the pension fund or funds 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 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 for losses resulting therefrom.

Section 7. This Agreement was negotiated under the 1982 schedule.

COLLECTIVE BARGAINING AGREEMENT

By and Between

**Famous Supply Company
Of Steubenville, Ohio**

-And-

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

January 1, 2015 through December 31, 2017

RECEIVED

FEB 10 2015

**CONTRACT
DEPARTMENT**

THIS AGREEMENT negotiated by and between the FAMOUS SUPPLY COMPANY of Steubenville, Ohio, 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 and of eliminating the possibility of strikes, boycotts, lockouts and all other forms of stoppage.

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

ARTICLE I – Recognition and Scope of Agreement

Section 1 – Recognition The Employer agrees to recognize, and does hereby recognize, the Union, its duly authorized agents, representatives, or successors as the exclusive bargaining agent for all of the employees of the Employer covered by the Scope of this Agreement.

The Union agrees to recognize and does hereby recognize the Employer, its duly authorized agents, representatives, or successors as the exclusive bargaining agent for all of the employees of the Employer classified in Article IV, Section (a); and the Union agrees to recognize the Employer, its duly authorized agents, representatives, successors and assigns, as the exclusive bargaining agent.

Section 2 – Scope of Agreement The execution of this Agreement on the part of the Employer covers all drivers, warehousemen and such other employees as may be presently or hereafter represented by the Union engaged in plumbing material products, heating and air conditioning products, and supplies within the area located within the jurisdiction of Teamsters Local No. 92 of Steubenville, Ohio.

Employees covered by this Agreement shall be construed to mean any warehousemen driver, or driver helper operating a truck, or any other vehicle operated on the highway, street, or private road for transportation purposes when used to defeat the purposes of this Agreement.

In the event of termination of service due to death, provided at the time of death of such employee, the employee had become eligible to receive a vacation that had not been granted, payment in the amount equal to that which would have been paid to the employee for such vacation shall be paid to the beneficiary of the Group Insurance carried by the employee.

In the event of termination of service due to discharge for cause, the employee shall be entitled to receive vacation pay in lieu of the vacation he otherwise is eligible to receive on a pro rata basis.

ARTICLE VII – Health and Welfare

Effective January 1, 2015 participation in the Company provided healthcare plan will continue. Each employee shall co-pay (through payroll deduction) the Health and Welfare contributions in accordance with the Company premium rates. The Company has the right to increase the group medical plan co-pays.

ARTICLE VIII – Pension

Effective January 1, 2015, the Employer shall contribute to the Central States, Southeast and Southwest Area Pension Fund, the sum of seventy five dollars and forty cents (\$75.40) per week for each employee covered.

Effective January 1, 2016, the Employer shall contribute to the Central States, Southeast and Southwest Area Pension Fund, the sum of seventy nine dollars and ninety cents (\$79.90) per week for each employee covered.

Effective January 1, 2017, the Employer shall contribute to the Central States, Southeast and Southwest Area Pension Fund, the sum of eighty three dollars and ten cents (\$83.10) per week for each employee covered.

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 must be made for each week on each regular or extra employee, covered by this Agreement, 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. Contributions shall be made for any regular employee on layoff for any week in which he has worked one (1) day during said week.

Employees who work either temporarily or in the cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

It is agreed and understood by the execution of this contract, that the Employer shall and is only obligated to make the specific and defined contributions above called for and the management of the Pension Plan 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 obligated other than for payment of the specific and defined contributions negotiated by the employees.

ARTICLE IX – Seniority

Seniority rights for employees shall accumulate and prevail. This shall include all overtime and shift preference. Seniority shall be broken only by:

- a. Voluntary quit,
- b. Discharge,
- c. Absence due to layoff or physical disability either of which continues for more than two (2) years, except in case of on-the-job injury in which case seniority will accumulate until released by doctor or given a total disability rating.
- d. And while engaged in the service of the Union not to exceed beyond a two (2) continuous year period.

If layoff is to be put into effect, a three (3) day notification will be given.

In the event of a layoff, an employee so laid off shall be given ten (10) days notice of recall mailed to his last known address. The employee must respond to such notice within three (3) days after receipt thereof and actually report to work in seven (7) days after receipt of notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he shall lose seniority rights under the Agreement. A list of employees arranged in the order of their seniority shall be posted in a conspicuous place of employment. The Local Union and the Employer must agree on circumstances under which persons who leave the classification of work covered by this Agreement, but remain in the employment of the Employer in some other capacity, may retain seniority rights upon their return to their original unit. In the absence of such express agreement such employees shall lose all seniority rights.

ARTICLE X – Grievance Procedure

Section 1 A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding, or dispute which involves any interpretation or application of or compliance with the provisions of this Agreement.

FARGO GLASS & PAINT

And

***TEAMSTERS LOCALS
120 & 638***

Collective Bargaining Agreement

March 8, 2015 through March 3, 2018

RECEIVED

APR 27 2015

**CONTRACT
DEPARTMENT**

AGREEMENT

This agreement is entered into and is effective on the 8th day of March 2015, between Fargo Glass and Paint Co., hereinafter referred to as the "Employer" and Teamsters Local Unions 120 and 638 affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union". The parties freely and without qualification agree to be bound by the following terms and provisions covering wages, hours and working conditions:

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to the wages, hours, and working conditions of its glaziers, helpers, and warehousemen at its Fargo and Minot operations. It is the intent of this Agreement that all work done by the bargaining unit, whether the work is done within the cities of Fargo and Minot within the State of North Dakota or outside the State of North Dakota, shall be governed by this Agreement. However, it is expressly recognized that this Agreement does not apply to wages, hours and working conditions of this Employer's present operation of Fargo Glass of Bismarck, North Dakota.

However, during its terms, this agreement shall not apply at any other facilities either constructed or acquired by the Employer, except the Agreement will apply to other facilities where bargaining unit employees are transferred.

The Employer 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.

ARTICLE 2 NO DISCRIMINATION

The Employer recognizes and will not interfere with the right of its employees to become members of the Union. Neither the Employer or any of its agents, nor the Union or any of its agents, shall discriminate against any employee because of membership or non-membership in any Union.

ARTICLE 3 CHECK-OFF OF UNION DUES

The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation

fees and/or assessments of the Local Union, and agrees to remit to said Local Union all such deductions. here laws require written authorization by the employee, same is to be furnished in the form required. No deduction shall be made without written authority of employee.

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 amount designated by each contributing employee that is 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

ARTICLE 27 HEALTH AND WELFARE

The Employer agrees to pay 60% of the cost of hospitalization insurance for either married or single employees during the term of this Agreement. The employee contribution shall not increase more than \$50 per month in 2015-2016, \$55 per month 2016-2017, \$60 per month 2017-2018 (if the employee portion would exceed the limit listed the amount greater than the limit shall be borne by the employer).

The insurance coverage shall remain comparable to the present coverage throughout the life of this Agreement unless both parties to this Agreement agree to change such coverage. This shall be done and agreed to by the use of a letter of agreement at the time of such change in the level of coverage.

The cash payment which is being paid to some employees who for one reason or another choose not to accept hospitalization insurance will continue, but only for those employees who were receiving such cash payments as of March 1, 1982. No other current employee and no future employee shall be entitled to this cash benefit in lieu of hospitalization premium payment.

All new employees will be given the option to either accept or decline the hospitalization insurance coverage offered by the company. If this insurance coverage is accepted by the employee within thirty (30) days of their hire date and subsequently discontinues the insurance coverage and at a later date reapplies for this insurance coverage the employee would at that time have to prove insurability to the insurance provider. The company will not be bound by this Agreement to provide insurance for any employee who proves to be uninsurable.

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 more than three (3) months.

ARTICLE 28 PENSION PLAN

For the duration of this Agreement, the Company shall maintain current weekly pension contributions to Central States Pension Fund in the amount of one hundred forty-three dollars and sixty cents (\$143.60).

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 60 working days.

The parties agree that in the event that an individual employed on a casual, part-time or full-time basis between May 1 and November 30 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 Company will deduct authorized 401K deductions and remit to the Minnesota Teamsters 401K Plan for those employees who choose participate. The Company shall make a dollar for dollar contribution up to a maximum of \$400.00 annually into the MN Teamsters 401k saving plan on behalf of each fulltime employee. The Company will make a single payment based on active employment status on December 31st of the current year. Such payment will be made by February 1st of the following year. Employees must successfully complete the probationary period per Article 15 prior to receiving any contribution.

ARTICLE 29 GRIEVANCE AND ARBITRATION PROCEDURES

Section 1. Any controversy arising over the interpretation of or adherence to the terms and conditions of this Agreement shall be settled promptly by negotiations between the Employer and the Union. No grievance shall be entitled to consideration unless it is filed in writing as described herein within seven (7) days of the occurrence which is the subject of the complaint. It is understood that either the Employer or the Union may utilize the grievance or the arbitration procedure for the purposes of resolving grievances which either may have. An employee may be accompanied by a Steward at any point in the grievance procedure.

Section 2. Should the Employer file a grievance, it will file directly with the Union. If it is not resolved within ten (10) regularly scheduled working days, it may be referred to a Board of Arbitration.

Section 3. In the instance of an employee grievance, the following procedure will apply:

a. The employee having a grievance or the employee and steward will first discuss it with their foreman. If it is not settled satisfactorily, it will be reduced to writing and presented to the foreman. The grievance shall state clearly the matters intended to be covered thereby and the remedy sought. The foreman will give an answer to the Union within seven (7) workdays after the receipt of the written grievance.

b. Upon receipt of the foreman's answer, the Union shall notify the designated representative if the resolution is not satisfactory. The designated representative will within seven (7) working days, after notification, arrange a meeting with the grievant, steward and Union representative and submit to the Union the Company's answer within seven (7) working days after this meeting. If the grievance is still not adjusted satisfactorily, then the Union may, within fifteen (15) working days following receipt of the Employer's answer, provide written notice to the Employer that it intends to seek arbitration. It must then submit the matter for final and binding arbitration under the rules and regulations of the Federal Mediation and Conciliation Service within thirty (30) days of providing written notice of intent to seek arbitration to the employer. In the event a neutral Arbitrator cannot be agreed upon either party can petition to the Federal Mediation and Conciliation Service for a list of five (5) prospective neutral arbitrators and upon receipt the

AGREEMENT

effective

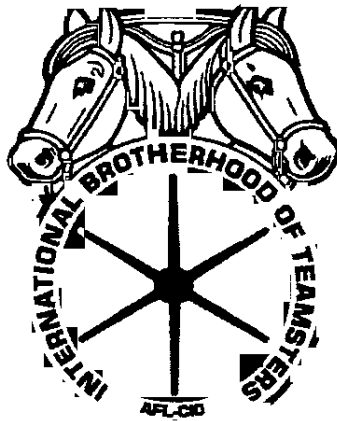
October 19, 2011 through October 18, 2016

between

FAYGO BEVERAGES, INC.

and

TEAMSTERS LOCAL 337



RECEIVED

FEB 07 2012

CONTRACT
DEPARTMENT

The International Brotherhood of Teamsters

ARTICLE I

RECOGNITION, UNION SHOP AND DUES

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 Schedules A, AA, B and C.

2. All present employees who were 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.

3.(a) When the Employer needs additional help, it will give the Union opportunity with all other sources to provide suitable applicants, but the Employer will not be required to hire those referred by the Union.

(b) The Employer and the Union agree that there will be no discrimination against any employee or applicant for employment with respect to his or her hire, conditions or privileges of employment because of his or her race, color, religion, national origin, ancestry, sex, age, handicap, weight, height, and marital status.

(c) Whenever any words are used in this agreement in the masculine gender, they will be construed as though they were also used in the feminine gender.

4. The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Credit Union. No such authorization will be recognized if in violation of state or federal law. No deduction will be made which is prohibited by applicable law.

5. 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 the Union for each and every employee, working in the classifications hereinafter set forth; provided, however, that the Union presents to the Employee authorizations, signed by such employee, allowing such deductions and payments to the Union.

the week in which the Company designates in August. No additional billings may occur and the Company agrees to forward, in one check, all money to the DRIVE National Headquarters within 30 days. The International Brotherhood of Teamsters will reimburse the Company within 30 days, after receipt of the check, the actual costs for expenses incurred in administering the DRIVE deduction.

ARTICLE XV

MANAGEMENT RESPONSIBILITIES

40. The right to hire and maintain order and efficiency, to discharge for proper cause, to promote and discipline, within the confines of the contract, to adopt and enforce reasonable Working Rules, the right to determine the extent and nature of all equipment (as long as such equipment may be safely operated), the general method of its business, the business hours of its establishment, the number of shifts, the maintenance and dispatching of delivery schedules, the standards of workmanship, the assignment and transfer of personnel and work hours thereof, and the necessity for overtime work are all recognized by the Union and the employees to be among those rights vested in the Company. Actions taken by the Employer under this Article will be subject to the rights granted to the Union and the employees elsewhere in this Agreement.

ARTICLE XVI

HEALTH AND WELFARE AND PENSION

41. The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund, for insurance including dental and optical coverage, for each employee covered by this Agreement who is on the regular seniority list, contributions in accordance with the following schedule.

Present Employees

Teamsters Key III Core Medical Benefit Plan 516 for all employees with more than five (5) years of service. Weekly contribution costs are as follows, with up to \$220 to be paid by the company till the 3rd year when the company will pay up to \$230 for the remainder of the contract:

10/30/11	4/1/12	3/31/13	3/30/14	3/29/15
238.80	249.55	270.75	289.80	M.O.B.

New hires will go to the Key 4 Core Medical Benefit Plan 693 for the first five (5) years of employment. Weekly contribution costs are as follows, with up to \$150 of the amount to be paid by the company for the remainder of the contract:

10/30/11	4/1/12	3/31/13	3/30/14	3/29/15
215.95	225.95	241.90	260.85	M.O.B.

Offer Opt Out on Teamsters Health and Welfare Plan:

- a. Cash compensation paid annually for those who opt out - \$700.00
Paid out weekly, not lump sum.
- b. Must have proof of other medical insurance to qualify and follow other applicable Teamsters Health & Welfare regulations.
- c. Opting in or out of the plan during the term of the labor agreement is not within the company's control but is fully under the control of the Teamsters H&W plan.

42. All payments into the Welfare Fund must be made within fifteen (15) days from the end of each month to Chase which bank has been made depository for the Michigan Conference of Teamsters Welfare Fund.

43. The Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund for each Production and Warehouse employee and highway driver covered by the collective bargaining Agreement who is covered by this plan contributions in accordance with the following schedule:

<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th year</u>	<u>5th Year</u>
168.70	182.20	193.10	204.70	217.00

The rates are at 8% compounded per year in year one and two, 6% in years three, four and five based on requirements by Central States.

Delivery Drivers Covered by Driver Severance Plan
Contributions for each year are \$124.00/week.

If the trustees require additional contributions to maintain Plan during the period covered by this contribution schedule, it will be applied as agreed to in the letter of understanding dated March 26, 2009.

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.

If an employee is hired after October 18, 1986 between May 1 and October 1, no pension contribution will be required by the employer until the later of work weeks beginning on or after October 1 or the week in which the employee gains seniority with Faygo.

44. Contributions to the Health and Welfare Fund and to the Pension Fund must be for each week each regular seniority employee works 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.

45. 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.

46. An employee who is absent because of illness or off the job injury, who is eligible for FMLA leave and whose condition qualifies for FMLA leave, will be charged with such leave. For any eligible participant who is absent from the job due to any off the job injury or illness, employer contributions will be made for the lesser of thirty (30) days or the duration of the injury/illness related absence. The employee will also be required to continue making employee contributions during the specified period above to mirror employer contributions.

If an employee is absent due to the illness or injury of a family member and such health condition qualifies for FMLA leave, will be charged with such leave and the employer will make required contributions to the Health & Welfare Fund on the same conditions as such contributions would have been made if the employee had been continuously employed during such leave as may be covered by FMLA; contributions continue for twelve (12) weeks or twenty-six (26) weeks depending on the reason for the FMLA leave. Employees will also be required to continue paying their employee contributions during their leave.

Sick time and vacation time must be used concurrently with FMLA leave; no instances of absenteeism will be charged during FMLA leave.

Any future changes to FMLA law impacting the employer/employee contributions for health and welfare benefits will supersede the above language.

If an employee is absent and does not qualify for FMLA or has used up all of their FMLA time, the employer will continue to make the required contributions to the Health & Welfare Fund for a period of four (4) weeks, one time per calendar year. In this case, the employee will not be required to use vacation time, but will be charged instances of absenteeism in accord with the Absenteeism Policy.

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 months. Employees who are out on workers' compensation may make weekly payments towards their health and welfare. Employees that return to work from an on the job injury but go back off work due to the same injury, are eligible for a number of weekly contributions to the H&W and Pension funds, equal to the number of weeks worked, not to exceed six (6) months. If an employee is suspended and/or placed on disability leave for the purpose of illegal drugs and/or alcohol rehabilitation, no contribution to either H&W or Pension fund will be required by the Company.

47. 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 for the insurance during the period of absence.

48. 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 insurance 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.

49. 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 and the Pension Fund, in accordance with the rules and regulations of the Trustee of such Fund 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 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. For purposes herein "Delinquency" will not be considered existing until the Company has received a letter from the President of Local Union 337 defining the exact delinquency and given a period of ten (10) days in which to correct the same. In the event of a question as to the fact delinquency, this will be subject to the grievance procedure.

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

51. By the execution of this Agreement, the Employer authorized the Employers' Associations who are signatories to similar collective bargaining agreements signed with Teamster Unions containing similar provisions, to enter into appropriate Trust Agreements necessary for the administration of such Funds, and to designate the Employer Trustee under such Trust Agreements, hereby waiving all notice hereof and ratifying all actions already taken or to be taken by such Trustee within the scope of their authority.

ARTICLE XVII

PAID FOR TIME

52. 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 he is effectively released from duty.

ARTICLE XVIII

PAY PERIOD

53. (a) 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 Company will pay employees who work on the second or third shifts prior to the end of their shift which commences on Thursday, provided that the Company may immediately discontinue this arrangement if there is an excessive increase in absences on Friday for the second and third shifts.

CENTRAL STATES

Fax: 847-518-9773

Feb 5 2009 16:51

P.02

**FEDERAL WAREHOUSE CO FREIGHT DRIVERS
ACCOUNT NO.: 2700650-0100-627A**

LETTER OF UNDERSTANDING AND AGREEMENT

Contributions will be remitted to the Central States Pension Fund on behalf of any employee, other than a seasonal or student employee, covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for thirty (30) working 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 seasonal or student 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 seasonal and non student employees.

FEDERAL WAREHOUSE CO

Redacted by U.S. Treasury

By: _____

Title: Director, Human Resources

Date: 2/13/09

LOCAL UNION NO. 627

Redacted by U.S. Treasury

By: _____

Title: Sec / Treas

Date: 2/13/09

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**FEDERAL WAREHOUSE COMPANY
FREIGHT DRIVERS**

AND

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS AND HELPERS
LOCAL UNION NO. 627**

DECEMBER 8, 2013 THROUGH JANUARY 31, 2017

RECEIVED

JUN 16 2014

**CONTRACT
DEPARTMENT**

FEDERAL WAREHOUSE COMPANY
FREIGHT DRIVERS

and

TEAMSTERS, CHAUFFEURS AND HELPERS
LOCAL UNION NO. 627

THIS AGREEMENT has been entered into at Peoria, Illinois between FEDERAL LOGISTICS LLC, a wholly owned subsidiary of Federal Warehouse Company, a corporation, of Peoria, Illinois, ("Company"), and TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 627, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS ("Union").

ARTICLE 1
UNION RECOGNITION

Section 1: The Company agrees to recognize the Union, its agents, representatives, or successors, as the exclusive bargaining agency for all of the Company's employees as defined in this Agreement.

Section 2: The term "employee" as used in this Agreement shall include freight drivers.

ARTICLE 2
UNION SECURITY

Section 1: 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 after the effective date of this Agreement 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 Agreement, whichever is the later. This provision shall become effective as provided under the provisions of the National Labor Relations Act, but not retroactively.

Section 2: The Company agrees to deduct from the pay of all union members covered by this Agreement, dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over that employees, and agrees to remit to the Local Union all the deductions. Where laws require written authorization by the employee, the Union will furnish the required form. No deduction shall be made which is prohibited by applicable law.

recognize any picket line being operated by any other Union before the Company's warehouses, where such picket line is so located because of a labor dispute with any other Union and a customer of the Company.

ARTICLE 16 **HEALTH INSURANCE**

Section 1: The Company-wide health benefit known as the Federal Companies Health Care Plan, shall be available to all eligible employees in the bargaining unit and their dependents pursuant to the provisions of the plan document. Any changes to these plans, including any increases in required employee premiums will be announced periodically. If health insurance premium increases become excessive, the Union has the right to contact the Company to discuss the issue.

Section 2: The Company will pay seventy-five percent (75%) of the cost of the health care plan. Enrolled employees will pay twenty-five percent (25%) of the cost of the health care plan through weekly pre-tax payroll deduction.

ARTICLE 17 **PENSION**

Section 1: – The Company shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREA PENSION FUND for each regular employee the sum of **Eighty-Five dollars and Seventy Cents (\$85.70)** per week. This contribution rate shall change on the following effective dates:

April 27, 2014 -- \$90.70

April 27, 2015 -- \$96.10

April 27, 2016 -- \$99.90

Notwithstanding anything stated in this Article to the contrary, these benefits shall not apply to seasonal and student employees as defined in this Agreement. Contributions to the Pension Fund must be made for each week in which a regular employee works.

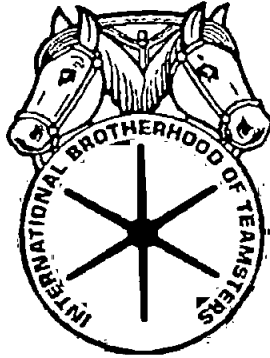
Section 2: If an employee is absent because of illness or off-the-job injury and notifies the Company of the absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Company shall continue to pay the required contributions until the employee returns to work; however, the 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 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.

SIGNED

CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS

LOCAL UNION NO. 525

ALTON, ILLINOIS.



Affiliated With The
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

AND

FEDERAL STEEL & ERECTION CO.

Located in the

jurisdiction of

TEAMSTERS LOCAL UNION NO. 525.

PERIOD COVERED:

July 1, 2013 through June 30, 2016

RECEIVED
AUG 19 2013
TRACT
DEPARTMENT

TEAMSTERS, CHAUFFEURS AND HELPERS
LOCAL UNION NO 525
Affiliated With The
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
Alton, Illinois
and
FEDERAL STEEL & ERECTION CO.

THIS AGREEMENT, dated the 1st day of July, 2013, by and between FEDERAL
STEEL & ERECTION CO., or its successors, "COMPANY" Party of the First Part and LOCAL
UNION NO. 525, 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:

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 delivery
drivers employed by the Company.

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.

Section 5. The Company agrees that the employees assigned as delivery drivers shall
not do any work that falls within the recognized jurisdiction of the Building Trades Agreements.

ARTICLE 13 (Continued)

hours per week and that the workweek shall start on Monday and end on Friday. All work in excess of eight (8) hours per day and forty (40) hours per week shall be considered as overtime, and employees shall be paid at the rate of time and one-half (1 1/2) for working such overtime periods. Time and one-half (1 1/2) shall be paid for work performed on Saturday. All work performed on Sundays shall be paid for at the rate of double time. Overtime shall not be paid twice for the same hours.

Section 2. Employees called to work on Saturday, Sunday or Holidays shall be paid a minimum of four (4) hours at the appropriate rate.

Section 3. All employees shall be allowed one-half (1/2) hour for lunch.

Section 4. Seniority shall prevail in all overtime within classification given skill and ability.

Section 5. A ten (10) minute wash-up period shall be allowed at the end of the day.

ARTICLE 14

HOLIDAYS:

Section 1. Work done on holidays shall be paid at the rate of double the regular rate of pay. The following days shall be recognized as regular holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day. No work shall be done on Labor Day except to protect life or property. The day after Thanksgiving may be exchanged as a holiday for Veterans' Day, if other crafts do not observe Veterans' Day or if the Union agrees.

Section 2. All holidays set forth in this Article shall be on the date observed by the Federal Government unless mutually agreed otherwise.

ARTICLE 15

WAGES:

The minimum wage scale shall be as follows:

EFFECTIVE:	<u>JULY 1, 2013</u>	<u>JULY 1, 2014</u>	<u>JULY 1, 2015</u>
ALL TRUCKS	\$23.56 per hr.	\$24.16 per hr.	\$24.76 per hr.

ARTICLE 16

PENSION:

Effective July 1, 2013, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred Twenty Eight Dollars and fifty cents (\$128.50) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

ARTICLE 16 (Continued)

Effective July 1, 2014, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred Thirty-Three Dollars and sixty cents (\$133.60) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective July 1, 2015, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred Thirty-Eight Dollars and ninety cents (\$138.90) 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 Agreement for operations under this Agreement or for operations under the Southern Conference Area Agreements to which Employers who are party to this Agreement are also parties:

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

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

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part—time under the provisions of this Agreement, including weeks where work is performed for the 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 an regular employee on lay—off who is 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 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.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**FEDERAL WAREHOUSE COMPANY
(GENERAL FREIGHT, FURNITURE
AND STORAGE WAREHOUSEMEN)**

AND

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS AND HELPERS
LOCAL UNION NO. 627**

DECEMBER 8, 2013 THROUGH JANUARY 31, 2017

RECEIVED

JUN 16 2014

**CONTRACT
DEPARTMENT**

FEDERAL WAREHOUSE COMPANY
(GENERAL FREIGHT, FURNITURE
AND STORAGE WAREHOUSEMEN)

and

TEAMSTERS, CHAUFFEURS AND HELPERS
LOCAL UNION NO. 627

THIS AGREEMENT has been entered into at Peoria, Illinois between FEDERAL WAREHOUSE COMPANY, a corporation, of Peoria, Illinois, ("Company"), and TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 627, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS ("Union").

ARTICLE 1
UNION RECOGNITION

Section 1: The Company agrees to recognize the Union, its agents, representatives, or successors, as the exclusive bargaining agency for all of the Company's employees as defined in this Agreement.

Section 2: The term "employee" as used in this Agreement shall include General Warehouse workers, Order Pickers, Shipping or Receiving Clerks, Fork Truck Operators, Squeeze Operators, Push and Pull Operators and/or Lead Men.

ARTICLE 2
UNION SECURITY

Section 1: 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 after the effective date of this Agreement 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 Agreement, whichever is the later. This provision shall become effective as provided under the provisions of the National Labor Relations Act, but not retroactively.

Section 2: The Company agrees to deduct from the pay of all union members covered by this Agreement, dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over that employees, and agrees to remit to the Local Union all the deductions. Where laws require written authorization by the employee; the

cessation of work, and the Union members will not be entitled to or have any recourse to any other provision of this Agreement.

ARTICLE 15 **PICKET LINE**

Section 1: The Union recognizes that the Company is a public warehousing utility operating under the rules and regulations of the Illinois Commerce Commission and that its business is entirely the storage within its warehouses of goods and property belonging to persons not parties to this Agreement. Because of the severe penalties imposed by law and by the terms of the Company's warehouse receipts for failure to deliver upon demand and to preserve carefully all merchandise stored with it, the Union agrees that it will not recognize any picket line being operated by any other Union before the Company's warehouses, where such picket line is so located because of a labor dispute with any other Union and a customer of the Company.

ARTICLE 16 **HEALTH INSURANCE**

Section 1: The Company-wide health benefit known as the Federal Companies Health Care Plan, shall be available to all eligible employees in the bargaining unit and their dependents pursuant to the provisions of the plan document. Any changes to these plans, including any increases in required employee premiums will be announced periodically. If health insurance premium increases become excessive, the Union has the right to contact the Company to discuss the issue.

Section 2: The Company will pay seventy-five percent (75%) of the cost of the health care plan. Enrolled employees will pay twenty-five percent (25%) of the cost of the health care plan through weekly pre-tax payroll deduction.

ARTICLE 17 **PENSION**

Section 1: The Company shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREA PENSION FUND for each regular employee the sum of **Seventy-Six dollars and Twenty Cents (\$76.20)** per week. This contribution rate shall change on the following effective dates:

April 27, 2014 -- \$80.80
April 27, 2015 -- \$85.60
April 27, 2016 -- \$89.00

Notwithstanding anything stated in this Article to the contrary, these benefits shall not apply to seasonal and student employees as defined in this Agreement. Contributions to the Pension Fund must be made for each week in which a regular employee works.

Section 2: If an employee is absent because of illness or off-the-job injury and notifies the Company of the 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 the employee returns to work; however, the 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 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 18 **UNIFORMS**

Section 1: The Company agrees that if any employee is required to wear any kind of uniform, the uniform will be furnished by the Company, but will be kept clean by the employee.

Section 2: When hard safety hats are required by OSHA for warehouse employees, they will be furnished by the Company. Hats must remain within the warehouse.

ARTICLE 19 **MISCELLANEOUS**

Section 1: The Company will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit unless it be through duly authorized representatives of the Union.

Section 2: 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 3: Employee's will be paid weekly on a day chosen by the Company. Pay checks for the period will be available Friday morning.

Section 4: When required by the Company, bonding shall be at the Company's own expense.

Section 5: An updated seniority list will be posted every six (6) months.

CENTRAL STATES

Fax: 847-518-9773

Feb 5 2009 16:51 P.02

**FEDERAL WAREHOUSE CO FREIGHT DRIVERS
ACCOUNT NO.: 2700650-0100-627A****LETTER OF UNDERSTANDING AND AGREEMENT**

Contributions will be remitted to the Central States Pension Fund on behalf of any employee, other than a seasonal or student employee, covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for thirty (30) working 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 seasonal or student 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 seasonal and non student employees.

FEDERAL WAREHOUSE CO

Redacted by U.S. Treasury

By: Title: Director, Human ResourcesDate: 2/13/09**LOCAL UNION NO. 627**

Redacted by U.S. Treasury

By: Title: Sec / TreasDate: 2/13/09

JAN-13-00 THU 11:01 AM TEAMSTERS 627

FAX NO. 3095890037

P. 03/03

FEDERAL WAREHOUSE CO.
ACCOUNT NO. 2704500-0104-627-A

LETTER OF UNDERSTANDING AND AGREEMENT

Contributions will be remitted to the Central States Pension Fund on behalf of all employees performing work covered by the collective bargaining agreement after 30 working days except seasonal employees as addressed in Article 7, Section 2 of the collective bargaining agreement.

FEDERAL WAREHOUSE CO.

Redacted by U.S. Treasury

By:

Title:

Date:

Secretary
January 13, 2000

LOCAL UNION NO. 627

Redacted by U.S. Treasury

By:

Title:

Date:

Vice President
January 13, 2000

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**FEDERAL WAREHOUSE COMPANY
(HOUSEHOLD GOODS DIVISION)
PEORIA, ILLINOIS**

AND

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS AND HELPERS
LOCAL UNION NO. 627**

DECEMBER 8, 2013 THROUGH JANUARY 31, 2017

RECEIVED

JUN 16 2014

**CONTRACT
DEPARTMENT**

FEDERAL WAREHOUSE COMPANY
(HOUSEHOLD GOODS DIVISION)

and

TEAMSTERS, CHAUFFEURS AND HELPERS
LOCAL UNION NO. 627

THIS AGREEMENT has been entered into at Peoria, Illinois, between FEDERAL WAREHOUSE COMPANY, a corporation, of Peoria, Illinois, ("Company"), and INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 627, an affiliate of INTERNATIONAL BROTHERHOOD OF the TEAMSTERS ("Union").

ARTICLE 1
UNION RECOGNITION

Section 1: The Company agrees to recognize the Union, its agents, representatives, or successors, as the exclusive bargaining agency for all of the Company's 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: The term "employee" as used in this Agreement shall include the classifications of drivers, mechanics, packers and helpers.

ARTICLE 2
UNION SECURITY

Section 1: 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 after the effective date of this Agreement 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 Agreement, whichever is the later.

Section 2: The Company agrees to deduct from the payroll of employees covered by this Agreement dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees, and agrees to remit to the Local Union all the deductions. If the laws require written authorization by the employee, the Union will furnish the required form. No deduction shall be made which is prohibited by applicable law.

Section 3: The Company agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the

undertake every reasonable means to induce the employees to return to their jobs during any unauthorized stoppage of work, the Company, during the first twenty-four (24) hour period of the unauthorized work stoppage will have the sole and complete right of reasonable discipline, short of discharge; and the union members will not be entitled to nor have any recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of the stoppage, and if the stoppage continues, the Company will have the sole and complete right to immediately discharge any Union members participating in any unauthorized strike, slowdown, walkout or any other cessation of work, and the Union members will not be entitled to or have any recourse to any other provision of this Agreement.

ARTICLE 18 **HEALTH INSURANCE**

Section 1: The Company-wide health benefit known as the Federal Companies Health Care Plan, shall be available to all eligible employees in the bargaining unit and their dependents pursuant to the provisions of the plan document. Any changes to these plans, including any increases in required employee premiums will be announced periodically. If health insurance premium increases become excessive, the Union has the right to contact the Company to discuss the issue.

Section 2: The Company will pay seventy-five percent (75%) of the cost of the health care plan. Enrolled employees will pay twenty-five percent (25%) of the cost of the health care plan through weekly pre-tax payroll deduction.

ARTICLE 19 **PENSION**

Section 1: The Company shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREA PENSION FUND for each regular employee the sum of **Ninety-Five dollars and Twenty Cents (\$95.20)** per week. This contribution rate shall change on the following effective dates:

April 27, 2014 -- \$100.90

April 27, 2015 -- \$107.00

April 27, 2016 -- \$111.30

Notwithstanding anything stated in this Article to the contrary, these benefits shall not apply to seasonal and student employees as defined in this Agreement. Contributions to the Pension Fund must be made for each week in which a regular employee works.

Section 2: The Company shall deduct Six dollars (\$6.00) per week from each bargaining unit employee eligible to participate in the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREA PENSION FUND. Effective April 27, 2009, and each year thereafter through April 27, 2012, this deduction will be increased by eight percent (8%). Effective April 27, 2013, this deduction shall be increased by six percent (6%). The parties agree that the contribution amounts outlined in Section 1 of this Article 3 will be paid to Central States even if the payroll deduction outlined in this Section cannot be made.

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 six (6) months. If an employee is granted a leave of absence, the Company 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 20 UNIFORMS

Section 1: The Company agrees that if any employee is required to wear any kind of uniform as a condition of continued employment, the uniform will be furnished by the Company, free of charge, but will be kept clean by the employee.

Section 2: When hard safety hats are required by OSHA for drivers and helpers they will be furnished by the Company. Hats shall remain the property of the Company. Employees shall be responsible for their return.

ARTICLE 21 MISCELLANEOUS

Section 1: 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 2: 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.

FEDERAL WAREHOUSE CO. - HOUSEHOLD GOODS DIVISION
ACCOUNT NO.: 2704500-0104-627-B

• **UPDATED**

LETTER OF UNDERSTANDING AND AGREEMENT

Effective February 1, 2004, contributions will be remitted to the Central States Pension Fund on behalf of any employee (other than seasonal and student employees) covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for thirty (30) working 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 seasonal or student 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-seasonal or non-student employees.

FEDERAL WAREHOUSE CO.

Redacted by U.S. Treasury

By: _____

Title: W.P. 106577 CS

Date: 8/3/04

LOCAL UNION NO. 627

Redacted by U.S. Treasury

By: _____

Title: Vice President

Date: 8/3/04

CENTRAL STATES

Fax: 847-518-9773

Feb 5 2009 16:51 P.02

**FEDERAL WAREHOUSE CO FREIGHT DRIVERS
ACCOUNT NO.: 2700650-0100-627A****LETTER OF UNDERSTANDING AND AGREEMENT**

Contributions will be remitted to the Central States Pension Fund on behalf of any employee, other than a seasonal or student employee, covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for thirty (30) working 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 seasonal or student 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 seasonal and non student employees.

FEDERAL WAREHOUSE CO

Redacted by U.S. Treasury

By:

Title: Director, Human Resources

Date:

2/13/09**LOCAL UNION NO. 627**

Redacted by U.S. Treasury

By:

Title: Sec / Treas

Date:

2/13/09

AGREEMENT

BETWEEN

FENDT BUILDERS SUPPLY, INC.

AND

LOCAL UNION NO. 247
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

Effective Date: September 24, 2012
Expiration Date: September 20, 2015

RECEIVED

JAN 11 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, effective as of the 24th day of September 2012 by and between **FENDT BUILDERS SUPPLY, INC.** (hereinafter "Employer"), located at 3285 West Liberty Ann Arbor, Michigan 48103 and **TEAMSTERS LOCAL 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 DUTIES

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 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 (31st) day following the beginning of their employment or after the thirty-first (31st) day following the effective date of this Subsection 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 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.

1.4 A new employee shall work under the provisions of this Agreement but shall be employed only on a ninety (90) working day trial basis during which period he may be

the following conditions are present: (1) the employees of that company are represented by a union; (2) the represented employees have withdrawn their services and are engaged in a lawful strike against their company; (3) the lawful strike is authorized by their union representative; and (4) making the delivery would require crossing or going through a lawful primary picket line.

12.2 Employees shall be subject to disciplinary action or discharge or permanent replacement if they honor a picket line that does not meet the criteria set forth in part 12.1 above; provided, however, they may avoid discipline if, after giving not less than twenty-four (24) hours' written advance notice to the Employer president or Employer designee, they refuse to make a delivery at a location where all of the following conditions are preset: (1) there is a lawful informational or jurisdictional picket line; (2) the lawful informational or jurisdictional picket line is authorized by a union representing employees at the location; and (3) making the delivery would require crossing or going through a lawful informational or jurisdictional picket line.

12.3 The Employer shall have the right, should an employee refuse to make a particular delivery, whether or not advance notice is given, to make the particular delivery, in any way, using any means, manner, or person, available to the Employer without interference from the Union.

ARTICLE 13 MAINTENANCE OF STANDARDS

13.1 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 standards in effect at the time of the signing of this Agreement, provided they are not in conflict with or limited by the terms of other provisions of this Agreement, and the 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 do 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 when the Employer has knowledge of such error.

ARTICLE 14 HEALTH AND WELFARE AND PENSION

14.1 The Employer agrees to pay weekly contributions into the following Michigan Conference of Teamsters Welfare Fund (MCTWF) health care coverage plans, for each employee covered by this Agreement who has completed their probationary period with the Employer, said contribution not to exceed the following:

<u>Effective Date:</u>	<u>Weekly Contribution Amount:</u>	<u>Plan:</u>
9/24/12	\$282.55	294
3/31/13	\$302.30	294
3/30/14	\$325.00	294

3/29/15

\$339.70

294

14.1.1 Employees shall be responsible, through payroll deduction, for health premium co-pays on the following basis:

<u>Effective Dates</u>	<u>Weekly Co-Pay Amount:</u>
9/24/12	\$30.00

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 If rates are reduced by the MCTWF, the Employer shall retain the difference.

14.1.4 All payments into the MCTWF must be made within fifteen (15) days from the end of each calendar month to JP Morgan Chase Bank N.A., which bank has been made depository for the Michigan Conference of Teamsters Welfare Fund.

14.2 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>
9/24/12	\$246.70
6/1/13	\$259.00
6/1/14	\$269.40
6/1/15	\$280.20

14.2.1 The Employer agrees to sign a three (3) year participating agreement with the Central States Southeast and Southwest Areas Pension Fund (Class 18) at the rates above.

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 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 14.2 of this Article, the Employer shall have the right at the Employer's option, of: (1) if the first 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 14.2 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 Friday following the thirtieth (30th) day after the date of the Employer's written notice.

14.2.4 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.

14.3 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 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 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 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 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-operator compensation

14.3.5 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 his 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.

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 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 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.

2716200-0506-00614A

LABOR AGREEMENT

by and between

FENDT BUILDERS SUPPLY, INC.

AND

**LOCAL UNION NO. 614,
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA**

**Effective Date: October 13, 2012
Expiration Date: October 12, 2015**

2012-10-13

JAN 09 2013

2012-10-13

AGREEMENT

THIS AGREEMENT is made and entered into effective October 13, 2012 by and between FENDT BUILDERS SUPPLY, INC., (hereinafter "Employer"), and LOCAL UNION NO. 614, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA (hereinafter "Union").

WHEREAS, the 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 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, the parties have entered into this Collective Bargaining 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 32.
- 1.2 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 Teamster Local Union No. 614, no later than the 31st day following the beginning of their employment.
 - 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 will not be required to hire those referred by the Union.

ARTICLE 11
MAINTENANCE OF STANDARDS

11.1 The Employer agrees that all conditions of employment relating to hours of work, overtime differentials and general working conditions, except as herein modified, shall be maintained as in effect at the time of signing of this Agreement provided that where employees have been receiving an hourly rate above the minimum agreed rate said bonus may be adjusted at the Employer's option in accordance with Section 2.1 of Article 32 of this Agreement. Payment of bonus rates above the agreed minimum may be on a weekly, monthly or quarterly basis.

11.1.1 The provisions of this Article 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 ninety (90) days from the date of error. Any Section or part of existing agreements may be changed by subsequent contract negotiations or changes provided in new collective bargaining agreements or by law.

ARTICLE 12
HEALTH & WELFARE AND PENSION

12.1 The Employer agrees to pay contributions into the Michigan Conference of Teamsters Health & Welfare Fund (MCTWF), in the amount set forth in Plan 103, Key 2 (without retiree benefits), for each eligible employee covered by this Agreement who is on the regular seniority list, unless otherwise specified in this Agreement, said contribution not to exceed:

Effective April 1, 2012 - \$282.55 per week;
Effective March 31, 2013 - \$302.30 per week;
Effective March 30, 2014- \$325.00 per week;
Effective March 29, 2015 - \$338.70 per week

If rates are reduced by the MCTWF, the employer shall retain the difference.

12.1.1 All payments to the MCTWF must be made within ten (10) days from the end of the calendar month.

12.1.2 Employees shall be responsible, through payroll deduction, for health premium weekly co-pays of \$30.00 for the duration of the agreement.

12.1.3 Contributions shall be paid to the Fund by the Employer in accordance with the Participation Agreement.

- on behalf of an Employee whose absence from the job is due to an off-the-job injury/illness for the lesser of (i) a minimum of 4 weeks following the contribution week in which the Employee last worked or (ii) the duration of the absence due to the off-the-job illness;
- on behalf of an Employee whose absence from the job is due to an on-the-job injury/illness (i.e., eligible for workers' compensation benefits) for the lesser of (i) a minimum of 26 weeks following the contribution week in which the Employee last worked or (ii) the duration of the absence due to the on-the-job injury/illness;
- on behalf of an Employee for the first 4 weeks of the Employee's absence from the job while on military duty, commencing with the contribution week following the contribution week in which the Employee last worked (*Military duty* means 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 President in time of war or national emergency);
- for each week on behalf of an Employee if the Employee worked or is compensated for any portion of the contribution week, regardless of whether the employment relationship is terminated. For purposes of this section, compensation includes severance pay, disability or sick pay, vacation or other personal day pay, holiday pay, the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement, or any other pre or post termination remuneration.

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

12.1.5 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 cost to the Employer, the Employer may reopen negotiations over the affected provisions of this Agreement.

- 12.2 The Employer agrees to pay to Central States Southeast and Southwest Areas Pension Fund ("Pension Fund") for each eligible employee covered by this Agreement who is on the regular seniority list, a contribution as follows:

CURRENT \$193.50 per week
EFFECTIVE June 1, 2013 - \$201.20
EFFECTIVE June 1, 2014 - \$209.20
EFFECTIVE June 1, 2015 - \$217.60

- 12.2.1 All payments to the 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, IL 60609, Account No. 7000.
- 12.2.2 Contributions to the Pension Fund shall be made for each week on each regular 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 Pension Fund, provided, however, the employee must work more than one day in a calendar week.
- 12.2.3 New hires as defined in Article 32.1.3 shall contribute \$8 per day toward pension premiums for the first six (6) years of employment.
- 12.2.4 Employer agrees to absorb the annual compounding premium contributions to the Central States Pension Fund for the same plan currently in effect as of October 12, 2009.
- 12.2.5 In the event the Fund seeks to require more in contributions paid by the Employer than the rates set forth above in Section 12.2 of this Article, the Employer shall have the right at its option, of: a) if the first 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 b) 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 12.2 above. Re-opener Bargaining may be initiated by the Employer 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 Friday following the thirtieth (30th) day after the date of the Employer's written notice

- 12.3 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.
- 12.4 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 the MCTWF and/or the 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 72 hours notice to the Employer 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 Employer shall be responsible to the employees for losses resulting therefrom.
- 12.5 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 MCTWF and Pension Fund for a period of six (6) weeks. If an employee is injured on the job, the Employer will continue to make the required contributions for which the employee would have been eligible but for such absence; provided, however, that such contributions shall not be paid for a period of more than twelve (12) months.

ARTICLE 13

FUNERAL PAY

- 13.1 The Employer will pay the balance of the day of death plus a maximum of twenty-four (24) hours pay or 3 shift equivalents for the next three (3) days, at straight time, exclusive of premiums, for scheduled work time that an employee loses as a result of attendance at the funeral of the following relatives of the employee:

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

FENTON RIGGING & CONTRACTING, INC.

04/01/15 – 03/31/18

RECEIVED

APR 21 2015

**CONTRACT
DEPARTMENT**

Fenton Rigging & Contracting, Inc.
2150 Langdon Farm Road
Cincinnati, OH 45237-4711

04/01/15 – 03/31/18

HEAVY MACHINERY MOVERS AND RIGGERS AGREEMENT

THIS AGREEMENT is entered into by the 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 FENTON RIGGING & CONTRACTING, INC., hereinafter known as the Employer.

ARTICLE 1. RECOGNITION.

Section 1. The Employer 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 Employer as herein defined.

Section 2. The term "employee" as used in this Agreement shall include all leadmen (pushers), heavy machinery mover handler drivers, mule and fork lift operators, and helpers employed by the Employer directly, indirectly, or in any wholly owned or controlled subsidiary company of the Employer, who are engaged in construction work, demolition, hauling materials or machinery for construction or used in construction or demolition. The term "driver" shall include all chauffeurs of any type of equipment used for hauling as above described, regardless of size or nature. The term "helper" shall include anyone who both assists a driver and shares with him the duties of loading and unloading the truck and accompanies the driver on the run. The driver's duties shall include assisting in the loading and unloading.

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. Any agreement between the Employer and any employee covered by this Agreement providing for wages, working conditions and other terms of employment contrary to the terms of this Agreement shall be void and of no effect, and the acceptance by the employee of any wages, working conditions or terms of employment less than those provided in this Agreement shall not constitute a waiver of the employee's rights to the wages, working conditions and terms of this Agreement.

Section 4. The Employer 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. GEOGRAPHICAL AREA.

Section 1. The jurisdiction as affected by this Agreement is comprised of the following area: the counties of Hamilton, Butler, Warren, Franklin, Clinton, Clermont, Montgomery, Highland and Brown in the State of Ohio, and the counties of Campbell, Boone, Kenton, Bracken, Pendleton, Gallatin, Fayette, Jefferson, Scott and Carroll in the Commonwealth of Kentucky, and the county of Dearborn in Indiana, and the county of Kanawha in West Virginia.

Section 2. In the event the companies under the jurisdiction of the Union party hereto should contract work under the jurisdiction of another local union, or if employees work under another contract between the Employer and the

Notwithstanding anything to the contrary herein contained, it is agreed that in the event the Employer is delinquent at the end of a period in payment of contributions to the health and welfare fund, in accordance with the rules and regulations of the trustees of such fund, 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, 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 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 also pay all attorney's fees and costs of collections.

ARTICLE 20. PENSION FUND.

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 04/01/15 - \$9.00 per hour

*Effective 04/01/16 - \$9.40 per hour

*Effective 04/01/17 - \$9.80 per hour

* If contribution rate for the second and third year of this Agreement is more than the amount listed above, the difference will be deducted from employee's hourly rate of pay. If the increase for the contribution rate is less than the amount listed above, the difference will be added to the employee's hourly rate of pay.

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.

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.

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

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

This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of

employment as if he were a casual. Any violation of this provision shall be subject to the grievance procedure.

Notwithstanding anything to the contrary herein contained, it is agreed that in the event the Employer is delinquent at the end of a period in payment of contributions 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 Union shall have given seventy-two (72) hours' notice to the Employer of such delinquency, 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 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 also pay all attorney's fees and costs of collection.

ARTICLE 21. 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 agrees to remit such deductions to the Union. Where the law requires written authorization for such deductions by an employee, such authorizations shall be furnished in the form required by law. No deduction shall be made which is prohibited by applicable law. Any monies so deducted shall be remitted to the Union within thirty (30) days after deduction is made.

The Employer agrees that deductions will be made for remittance to D.R.I.V.E. and the Union-sponsored credit union upon receipt of proper written authorization therefor.

ARTICLE 22. TIME CLOCKS.

Where the Employer provides time clocks, employees shall ring their own time cards. Where time clocks are not provided, employees shall sign their own time sheet or cards.

ARTICLE 23. SALE OR TRANSFER.

The parties hereto agree that this Agreement shall be binding upon themselves, their successors, administrators, executors and assigns, and in the event the business of the Employer signatory hereto is sold, the Employer agrees to notify the purchaser of the existence of this Agreement and that as a purchaser of said business shall be bound by the terms thereof.

ARTICLE 24. HELPERS ON DRAGS.

Helpers shall be used on all drags where required by law. On all trucks where helpers are required, such helpers shall be under the jurisdiction of the Union and covered by this Agreement.

ARTICLE 25. ENFORCEMENT.

The Union agrees that it will do all in its power to enforce the provisions of this Agreement with companies engaged in work similar to the Employer signatory to this Agreement and working in the jurisdiction of the Union.

Agreement

between

Ferguson Block Company

and

Teamsters Local Union 332
Affiliated With
The International Brotherhood of Teamsters

RECEIVED

APR 24 2013

**CONTRACT
DEPARTMENT**

Effective Dates
March 22, 2013 to March 21, 2016

FERGUSON BLOCK COMPANY

AGREEMENT

DAVISON, MICHIGAN

THIS AGREEMENT, made and entered into this 22nd day of March A.D., 2013 by and between FERGUSON BLOCK COMPANY, located at 5430 N. State Rd., Davison, Michigan 48423, party of the first part and hereinafter termed the Employer, and TEAMSTERS LOCAL UNION NO.332, affiliated with the International Brotherhood of Teamsters, located at 1502 South Dort Highway, Flint, 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 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 the attached Schedule "A".

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 Agreement, whichever is the later, 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 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 Agreement, whichever is the later.

Section 3. 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 4. The Employer agrees to deduct from the pay of each employee all dues, assessments 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 Employer authorizations, signed by such employee, allowing such deductions and payments to the Union.

ARTICLE 17

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 shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any employee whose pays in dispute or any other records of the Employer pertaining to a specific grievance.

Section 3. It is agreed that if the Company signature to this Agreement ceases to do business by closing its' business, the employees will retain their seniority rights for two (2) years, and in the event that the Company is re-opened for business within said two (2) years.

Further, this agreed language applied from the date of acceptance by employees and is not retroactive to any other contract agreement.

ARTICLE 18

PENSIONS

The Employer agrees to pay into the Central States Southeast and, Southwest Area Pension Fund for each employee covered by this Agreement who is on the regular seniority list unless otherwise specified, a contribution of:

\$41.50 per day – effective 04/29/13

\$43.20 per day – effective 04/29/14

\$44.90 per day – effective 04/29/15

For each day worked to a maximum of five (5) days per week for the term of this contract.

All further legal language needed to be worked out will be finalized at a later date to concur with ERISA

All payments to the Central States Southeast & 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 - Account 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 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 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.

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 Pension Fund, regardless of whether the manner of computation is at the minimum rate or more and regardless of the manner of computations 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 Trustee 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.

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 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 Trustee within the scope of their authority.

ARTICLE 19

HEALTH AND WELFARE

At the signing of this Agreement the Employer is committed to the Michigan Conference of Teamsters Health and Welfare Plan QNHBVR2DT as set forth below with no additional costs. It is further understood through the negotiations that the Michigan Conference of Teamsters Health and Welfare Plan may be merged into the Central States Southeast and Southwest Health and Welfare Fund. Any reduction in cost of this merger will be credited to the Employer, but at no time shall the Employer be committed for more than is set forth in the Plan QNHBVR2DT. Any additional cost over and above the Plan QNHBVR2DT shall be borne by the employees.

FERGUSON ENTERPRISES, INC.

and

TEAMSTERS LOCAL UNION NO. 688

June 1, 2013

thru

May 31, 2018

RECEIVED

JUN 22 2015

**CONTRACT
DEPARTMENT**

AGREEMENT

This AGREEMENT, made as of the 1st day of June, 2013, by and between the Ferguson Enterprises, Inc., located in St. Louis, Missouri, and Warehouse and Distribution Workers' Union TEAMSTERS LOCAL UNION NO. 688, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or their successors, hereinafter referred to as the "Union", is for the purpose of establishing rates of pay, wages, hours of work, and conditions of employment to be observed between the parties hereto.

ARTICLE 1

RECOGNITION

Section 1: The Employer agrees to recognize and does hereby recognize the Union, its agents, representatives or successors as the exclusive bargaining agency with respect to hours, wages and working conditions, for all of the Associates of the Employer as defined in the following section:

Section 2: The term "Associate" as used in this Agreement shall include all persons engaged in handling materials, but EXCLUDING all other associates such as Clerical Workers, Janitors, Salesman, and Supervisors as defined in the National Labor Relations Act, as amended.

(a) The term "Manager" as used herein shall refer to the major executive in the Employer's establishment in which this Bargaining Unit is located and the term "Superintendent" shall refer to his representative, if any, in charge of operations in the Bargaining Unit.

Section 3: The Employer will neither negotiate nor make Collective Bargaining Agreements for any of its Associates in the Bargaining Unit covered hereby unless it be through duly authorized representatives of the Union. The Employer agrees that it will not sponsor or promote, financially or otherwise, any labor group or labor organization for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against any Associate in connection with his membership in the Union.

ARTICLE 2

UNION SECURITY CLAUSE

It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the Unit which is the subject of this Agreement

information to document the correctness of the payment in question.

Section 2: Alternate Plan Option. Any Employer party to this Agreement may offer to it Associates in the bargaining unit covered by this Agreement, at no cost to the Associate, a medical insurance plan for the Associate and his dependents as an alternative to the foregoing L.H.N. and L.H.N. Supplemental Benefits Plans. If the majority of the Associates of any such Employer elect to take the plan offered by the Employer, then such plan will be in lieu of the L.H.N. and L.H.N. Supplemental Benefits Plan and such Employer will have no obligations under this contract to make the foregoing contributions to L.H.N. or the L.H.N. Supplemental Benefits Plan. This option may be offered each year to be effective with the anniversary date of the contract (June 1) except for the first year of this contract where the option may be offered effective August 1. The Union agrees that Associates going from an Employer sponsored medical plan to L.H.N. will not incur any break in insurance coverage as a result not more than one time during the life of the contract.

ARTICLE 30

PENSIONS

Effective June 1, 2013 during this contract, 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 per Associate. Effective June 1, 2014: One Hundred Forty Three Dollars and Ten Cents (\$143.10) per week per Associate. Effective June 1, 2015: One Hundred Forty Eight Dollars and Eighty Cents (\$148.80) per week per Associate. Effective June 1, 2016: One Hundred Fifty Four Dollars and Eighty Cents (\$154.80) per Associate. Effective June 1, 2017: One Hundred Sixty One Dollars (\$161.00) per Associate.

By execution of this Agreement, the Employer authorizes the Employers Associations who are parties to the contract establishing such Fund to enter into appropriate Trust Agreements and Amendments thereto for the purpose of administering such Fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an 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 contribution until such Associate returns to work; however, such contributions shall not be paid for a period of more than six (6) 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. When an Associate is on layoff, the Employer shall continue to make payments to the Pension Program for the Associate for the balance of the month in which the Associate is laid off.

Associates who work either temporarily or in cases of emergency, less than thirty (30) days under the terms of this Contract, shall not be covered by the provisions of this Article.

ARTICLE 31

TEAMSTERS MEDICARE TRUST

The Employer shall pay for and on behalf of each regular Associate of the Employer who is subject to the terms and conditions of this Agreement, Twenty-One Dollars and Fifty Cents (\$21.50) per week, which payments shall be made by the Employer to the Trustees of the Teamsters Medicare Trust under a certain indenture created by Teamsters Local Union No. 688 for the purpose of providing medical benefits and care for the Associates and their spouses and/or life insurance for said Associates (all as therein defined), subsequent to said Associates' retirement. If there are any increases enacted by the Trustees during the term of this contract, Employer shall bear the cost of such increases up to a maximum increase of \$1 in any year (increases effective January 1 of any year).

In the event the Employer fails or refuses to make the payments as provided in this paragraph, then (anything herein to the contrary notwithstanding) the Union shall (upon three (3) weeks written notice to the Employer) have the right to strike and resort to any lawful economic action against the Employer; in addition, the Union shall have the right to invoke the same remedies against the Employer as the Union has with respect to other breaches of this Agreement by the Employer.

ARTICLE 32

SEVERANCE CLAUSE

The Employer agrees to pay severance pay, in the case of a facility shutdown, to those Associates who are terminated permanently through no fault of their own and not in the event of retirement. The severance pay shall consist of the payment of ONE HUNDRED DOLLARS (\$100.00) for three (3) years continuous service with the Company, and additional ONE HUNDRED DOLLARS (\$100.00) for each five (5) years completed after this three-year period.

RECEIVED

NOV 20 2007

Effective June 1, 2007 through July 31, 2012

**CONTRACT
DEPARTMENT**

Ferguson Enterprises

Working Agreement

This Agreement, entered into between Ferguson Enterprises, ^{ZAC,} hereinafter referred to as the "Employer" or the "Company", and Local Union No. 120, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union") as bargaining representative on behalf of the Union employees of the Employer covered by this Agreement. "Employees", if not otherwise stated in this Agreement, shall refer to Union or Bargaining Unit employees only. Dwyer

PREAMBLE

As evidence of their determination to secure mutually beneficial, stabilized and harmonious employment relations, each of the parties acknowledges and accepts responsibility for the fulfillment of their respective obligations under this Agreement and pledges full cooperation in carrying out its provisions.

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. There shall be no discrimination against any employee because of union affiliation. All employees in the classifications herein noted shall be members in good standing in the union after thirty (30) working days from date of employment, signing of this Agreement or effective date of this clause, whichever is later. Employees who pay the local union's representational function shall be deemed to have satisfied the membership in good standing obligation.
2. **Check-Off:** When an employee has joined the union, the Employer agrees to deduct and the employee agrees to have deducted equal amounts from each employee's paycheck for all union dues and the Employer will promptly remit same to the financial secretary of the union by the 10th of each month for the total current month. The Employer further agrees and the employee agrees to have deducted the initiation fee of the union after the employee has completed his probationary period and the Employer will promptly remit the same to the financial secretary of the union in the same manner as dues deduction.
3. **Job Steward:** The Employer recognizes the right of the union to designate a job steward selected from the Employer's employees to represent the union in meeting with the Employer in connection with the handling of grievances or other matters of mutual interest concerning this Agreement.
4. **Non-Discrimination:** The Employer and the union will not discriminate against any employee on the basis of race, religion, age, national origin, sex, disability or any other classification protected by the applicable Federal, State or Local law. Any reference to the male gender (he, him, his, etc.,) in this Agreement is intended to refer to all employees without regard to sex.
5. **Granting time off for Union functions:** The Employer agrees to grant the necessary time off without loss of seniority and without pay to any of its employees selected by the union to attend an official labor convention as the union's delegate or alternate, except that not more than one (1) employee may be off for this reason at the same time. The term "necessary time off" as used above shall mean necessary traveling time to and from the place of the convention in the capacity of

- (1) Effective June 1, 2007: \$683 per month per employee
- (2) Effective August 1, 2008: \$704 per month per employee
- (3) Effective August 1, 2009: \$725 per month per employee
- (4) Effective August 1, 2010: \$747 per month per employee
- (5) Effective August 1, 2011: \$769 per month per employee

- D. Benefits will be coordinated with any other group insurance policy to which the employee or his dependents may be a beneficiary to provide that there will not be a duplication of payment or benefit.
- E. Coverage, eligibility and limitations will be governed by the provisions of the Trust.
- F. The insurance premium will be paid by the Employer for six (6) months for employees who are on leave because of an injury on the job, and three (3) months in the case of illness on or off the job. The Employer has no responsibility for insurance premium payment because of an injury off the job.
- G. **Early Retirees:** An early retiree is an employee who is 57 years of age, but less than 65 years of age; who elects to retire; and who is accepted by the Central States Pension Plan for early retirement benefits.
- H. Early retirees may remain in the Minneapolis and Suburban Lumber Dealers Trust Medical Plan through the month before their 65th birthday, or until they are eligible for Medicare, whichever is first. The coverage for such early retirees shall include their dependents, and shall be the same as though they had remained active employees, except that their coverage shall not include life insurance, AD&D coverage, disability insurance or dental insurance (provides medical coverage only). An early retiree's dependents shall be defined and covered on the same basis as though the early retiree were still actively employed, except that there shall be no dependent dental coverage. In the event of the death of an early retiree before he or she becomes eligible for Medicare, his or her covered dependent shall have the same right to remain in the group or convert to individual coverage as though the early retiree had died while actively employed.
- I. The monthly premium for the above-described coverage for early retirees (medical only) shall be paid by the Employer up to a monthly maximum as follows:

- (1) Effective June 1, 2007: \$611 per month per early retiree
- (2) Effective August 1, 2008: \$623 per month per early retiree
- (3) Effective August 1, 2009: \$636 per month per early retiree
- (4) Effective August 1, 2010: \$649 per month per early retiree
- (5) Effective August 1, 2011: \$662 per month per early retiree

- 16. **Pension:** The Employer shall contribute to the Central States Southeast and Southwest area pension fund for each employee covered by the Agreement (defined as the date such employee is eligible for and joins the Union), the following sum for each week the employee shows earnings on the Employer's payroll after joining the Union:

<u>Effective Date</u>	<u>Weekly Contribution</u>
June 1, 2007	\$108

August 1, 2008	\$117
August 1, 2009	\$126.
August 1, 2010	\$136
August 1, 2011	\$147

17. **401K Participation:** Bargaining unit employees will not be allowed to participate in Employers 401K plan.
18. **Employer incentive plans:** Bargaining unit employees are not eligible for any other Employer incentive plans; profit sharing plans; safe driver awards; bonuses or any other similar type programs EXCEPT at the sole discretion of the Employer. Participation allowed by the Employer in any one plan or for any one year does NOT constitute approval for other plans or for that same plan in future years.
19. **Funeral Leave:** Employees who lose time on scheduled work days on account of death of members of their immediate family will be paid for working time lost as a result of making arrangements and/or attendance at the funeral. For the purpose of this paragraph, a member of an employee's immediate family is one of the following: his or her spouse; parent, child, brother, sister, grandparents, mother-in-law; father-in-law; sister-in-law; and brother-in-law. Pay for such time as is necessary but not to exceed three (3) days will be based on an eight (8) hour day at straight time. The company shall be promptly notified of the absence hereunder and the reason therefore.
20. **Jury Duty:** Employees who are on the seniority list and are called for jury duty receive the difference between their jury pay and what they would otherwise have received from the company but not to exceed forty (40) hours per week for two (2) weeks. Employees who are released for periods of time from being on duty as a juror will make themselves available to the company for whatever time is available.
21. **Strike or Lockout:** There shall be no strike or lockout during the life of the Agreement except in the case of refusal of either party to abide by the decision of the arbitration board or in case of refusal to arbitrate.
22. **Picket Line:** The Employer shall not request or instruct any employee to go through a legal picket line sanctioned by Teamsters Joint Council No 32. The union agrees not to honor an illegal picket line. However, 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.
23. **Uniforms:** The Employer agrees that if any employee is required to wear any kind of uniform, same shall be furnished and maintained by the Employer free of charge.
24. **Bonds:** Should the Employer require any employee to give bonds, the premium on same shall be paid by the Employer. If the Employer requires the employee to give a bond the employee must qualify for and remain qualified for such bond as a condition of employment.
25. **Injury on the job:** An employee who is injured on the job shall not be docked for the day of the injury if he is absent for less than the full day provided he returns to work that day.

AGREEMENT

By and Between

FERGUSON ENTERPRISES, INC.

4209 Air Park Boulevard

Duluth, Minnesota 55811

and

TEAMSTERS GENERAL LOCAL 346

Duluth, Minnesota

RECEIVED
APR 04 2014
CONTRACT
DEPARTMENT

February 1, 2014
through
January 31, 2017

AGREEMENT

By and Between

FERGUSON ENTERPRISES, INC.

and

TEAMSTERS GENERAL LOCAL 346

Ferguson Enterprises, Inc., 4209 Air Park Boulevard, Duluth, Minnesota 55811, 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 associates covered by this Agreement in collective bargaining with the Employer in the Duluth branch. There shall be no discrimination or discharge of any associate because of Union affiliation.

Section 2. It is understood and agreed that the Employer has all the customary and usual rights, powers, functions, and authority of management. Any of the rights, powers, functions, or authority which the Employer has prior to the signing of this Agreement, including those in respect to rates of pay, hours of employment, or conditions of work, are retained by the Employer, except as those rights, powers, functions, or authority are specifically abridged or modified by this Agreement.

ARTICLE 2.

UNION SECURITY: Section 1. All present associates who are members of the Local Union on the effective date or on the date of the execution of this Agreement, whichever is later, shall remain members of the Local Union in good standing as a condition of employment. All present associates who are not members of the Local Union and all associates who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of their 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.

however, such contributions shall not be paid for a period of more than six (6) 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 Health and Welfare Fund during the period of absence.

- G: 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.
- H: Contributions to the Health and Welfare Fund must be made for each week on each regular full-time associate, and although contributions may be made for those weeks into some other Health and Welfare Fund.
- I: Associates 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 paragraph.

ARTICLE 29.

PENSIONS:

Effective February 1, 2014, the Employer shall contribute to the pension fund the sum of two hundred four dollars and ninety cents (\$204.90) per week for each full-time associate covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective February 1, 2015, the Employer shall contribute to the pension fund the sum of two hundred seventeen dollars and twenty cents (\$217.20) per week for each full-time associate covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective February 1, 2016, the Employer shall contribute to the pension fund the sum of two hundred twenty-five dollars and ninety cents (\$225.90) per week for each full-time associate 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 taken or to be taken by such Trustees within the scope of their authority.

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 six (6) 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.

Contributions to the Pension Fund must be made for each week on each regular full-time 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. The normal retirement age shall be sixty-five (65), if the associate can qualify for a pension.

With respect to part-time associates, the parties agree that 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 associate 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 full-time associates.

ARTICLE 30.

FUNERAL LEAVE: The Employer agrees to pay full-time associates 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 associate attends the funeral and the compensable day or days off fall within the associate's regularly scheduled work week. Immediate family shall include spouse, parents, child, sister, brother, step-children or step-parents.

ARTICLE 31.

JURY DUTY PAY: A full-time associate who is called to serve on jury duty shall be paid for actual hours worked for the Employer. 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 associate 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.

FERGUSON ENTERPRISES, INC.

Lansing Facility

and

**Teamsters Local 580
Lansing, Michigan**

July 1, 2008 - June 30, 2015

RECEIVED

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**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of July, A.D., 2008 by and between FERGUSON ENTERPRISES, INC., hereinafter termed the Employer and Local Union No. 580 affiliated with the International Brotherhood of Teamsters, located at 5800 Executive Drive, Lansing, Michigan 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 associates of the Employer, and of facilitating peaceful adjustments of all grievances which may arise from time to time between the Employer and his associates; and of promoting and improving peaceful industrial and economic relations between the parties.

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 associates covered by this Agreement and listed in Schedule "A".

Section 2.

The Employer agrees that as a condition of continued employment, all present and future associates covered by this Agreement shall become and remain members in good standing in Local Union No. 580 affiliated with the International Brotherhood of Teamsters, no later than the thirty-first (31st) day following the beginning of their employment or the thirty-first (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 associate, all dues of Local Union 580 and pay such amount deducted to said Local Union No. 580 for each and every associate, provided however, that the Union presents to the Employer authorizations signed by such associate, allowing such deductions and payments to the Local Union as aforesaid.

When the occasion arises where an associate gives written report on forms in use by the Employer of a vehicle in an unsafe working operating condition, and receives no consideration from the Employer, he shall take the matter up with the officers of the Union who will take the matter up with the Employer.

Section 4.

Where new types of work for which rates of pay are not established by this Agreement are put into use within operations covered by this contract, rates governing such operations shall be subject to negotiations between the parties.

ARTICLE XVIII MILITARY SERVICE

Associates enlisting or entering the military or naval service of the United States pursuant to the provisions of the Selective Service Act of 1948, shall be granted all rights and privileges provided by the Act.

ARTICLE XIX HEALTH AND WELFARE AND PENSION CLAUSE

Effective during the term of this Agreement, the Employer agrees to provide enough monies to maintain the Michigan Conference SOA Plan (or Plan 110) for all associates in the bargaining unit through June 30, 2005.

Effective July 1, 2008	\$278.55	per week
Effective April 1, 2009	\$304.35	per week
Effective April 1, 2010	\$327.95	per week
Effective April 1, 2011	\$331.00	per week
Effective April 1, 2012	\$341.40	per week
Effective April 1, 2013	\$367.65	per week
Effective April 1, 2014	\$405.05	per week
Effective April 1, 2015	\$429.45	per week

Associates hired after March 22, 2013 shall be provided Plan 734 (without retiree benefit), with rates as follows:

Before 3/31/13	3/31/13	3/31/14	3/31/15
\$283.60	\$308.40	\$330.50	\$347.10

Associates shall contribute \$20.00 per week toward health and welfare premiums through payroll deduction.

All payments into the Welfare Fund must be made within ten (10) days from the end of each calendar month to Michigan Conference of Teamsters

Health and Welfare Fund.

Additionally, the Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund for each associate covered by this Agreement who is on the regular seniority list unless otherwise specified a contribution of:

Effective July 1, 2008	\$91.80	per week
Effective July 1, 2009	\$99.10	per week
Effective July 1, 2010	\$107.00	per week
Effective July 1, 2011	\$115.60	per week
Effective July 1, 2012	\$124.80	per week
Effective July 1, 2013	\$132.30	per week
Effective July 1, 2014	\$140.20	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.

Contributions to the Health and Welfare Fund and to the Pension Fund must be made for each week on each regular associate, even though such associate 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. 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.

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 to the Health and Welfare Fund and Pension Fund for a period of two (2) months. 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 to 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 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.

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 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 associate for losses resulting therefrom.

It is agreed that the Welfare Fund and Pension Fund will be separately administered each jointly by the 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 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 by such Trustee within the scope of their authority.

ARTICLE XX WAGES

Section 1.

Attached hereto and marked Schedule "A" is a schedule showing the classification and wage rates of the associates covered in this Agreement. Said Schedule "A" further sets forth the hours of work, regular working conditions, and other details of employment. It is mutually agreed that said Schedule "A" and the contents hereof shall constitute a part of this Agreement.

ARTICLE XXI 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 Riders thereto should be held invalid by

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN:

FERGUSON ENTERPRISES, INC.
(for Detroit-area locations listed on Exhibit A)

AND

TEAMSTERS LOCAL UNION NO. 247
AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JULY 1, 2010 TO JUNE 30, 2015

RECEIVED

OCT 07 2013

**COF
DEPARTMENT**

AGREEMENT

THIS AGREEMENT is made and entered into and effective as of the 1st day of July, 2010. This Agreement shall remain in effect through and including June 30, 2015, by and between FERGUSON ENTERPRISES, INC., party of the first part and hereinafter termed the Employer, and Local Union No. 247, affiliated with the International Brotherhood of Teamsters, hereinafter termed the Union, for the Detroit-area locations listed on Exhibit A, hereto.

The terms of this Agreement shall apply to all associates in the classifications of work set forth herein and shall cover all accretions to or relocations of the aforesaid bargaining unit operations.

ARTICLE 1

Section 1. Union Security: The Union shall be the sole representative in collective bargaining with the Employer for associates in the following bargaining unit. All drivers and warehousemen (including counter positions, but only to the extent set forth in Article 23, Section 3) employed by the Employer at its warehouses as listed on Exhibit A, but excluding office associates, clerical associates, service men, professional associates, guards and supervisory associates.

Section 2. Membership as a Condition of Employment: The Employer agrees that, as a condition of continued employment, all present and future associates 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 associate has failed to acquire or retain membership as above described, the Employer shall be obligated to discharge such associate. However, no discharge shall be requested that violates the provisions of the Labor Management Relations Act of 1947, as amended, or decisions of the National

weeks. If an associate is injured on the job, the Employer shall continue to pay the required health and welfare contribution so long as such associate is receiving Worker's Compensation Benefits and is not actually working; provided, however, such contributions shall not be paid for more than a period of twelve (12) months. If an associate is granted a leave of absence for reasons other than illness, the Employer 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.

Contributions to the health and welfare fund must be made for each week on behalf of each bargaining unit associate who rendered compensated service in any part of any week or receives vacation pay in any part of any week. Associates who work either temporarily 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 the Employer is delinquent at the end of a 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 fund, the associates 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 associates for losses resulting there from.

Section 2, Pensions: The Employer will pay into the Central States Southeast and Southwest Areas Pension Fund for each non-probationary bargaining unit associate who renders compensated service in any part of any week as follows:

\$173.90 per week effective 4/1/10
\$184.30 per week effective 4/1/11
\$193.50 per week effective 4/1/12
\$201.20 per week effective 4/1/13
\$209.20 per week effective 4/1/14
\$217.60 per week effective 4/1/15

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

FERGUSON ENTERPRISES, INC.
(for Ann Arbor location listed on Exhibit A)

AND

TEAMSTERS LOCAL UNION NO. 247
AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JULY 1, 2010 TO JUNE 30, 2015

RECEIVED

OCT 07 2013

**CONTROLLING
DEPARTMENT**

AGREEMENT

THIS AGREEMENT is made and entered into and effective as of the 1st day of July, 2010. This Agreement shall remain in effect through and including June 30, 2015, by and between **FERGUSON ENTERPRISES, INC.**, party of the first part and hereinafter termed the Employer, and Local Union No. 247, affiliated with the International Brotherhood of Teamsters, hereinafter termed the Union, for the Ann Arbor location listed on Exhibit A, hereto.

The terms of this Agreement shall apply to all associates in the classifications of work set forth herein and shall cover all accretions to or relocations of the aforesaid bargaining unit operations.

ARTICLE 1

Section 1. Union Security: The Union shall be the sole representative in collective bargaining with the Employer for associates in the following bargaining unit. All drivers and warehousemen (including counter positions, but only to the extent set forth in Article 23, Section 3) employed by the Employer at its warehouses as listed on Exhibit A, but excluding office associates, clerical associates, service men, professional associates, guards and supervisory associates.

Section 2. Membership as a Condition of Employment: The Employer agrees that, as a condition of continued employment, all present and future associates 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 associate has failed to acquire or retain membership as above described, the Employer shall be obligated to discharge

the provisions of this paragraph.

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, created under this contract, in accordance with the rules and regulations of the Trustees of such fund, the associates 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 associates for losses resulting there from.

Section 2. Pensions: The Employer will pay into the Central States Southeast and Southwest Areas Pension Fund for each non-probationary bargaining unit associate who renders compensated service in any part of any week as follows:

\$225.80 per week effective 4/1/10
\$243.90 per week effective 4/1/11
\$258.50 per week effective 4/1/12
\$268.80 per week effective 4/1/13
\$279.60 per week effective 4/1/14
\$290.80 per week effective 4/1/15

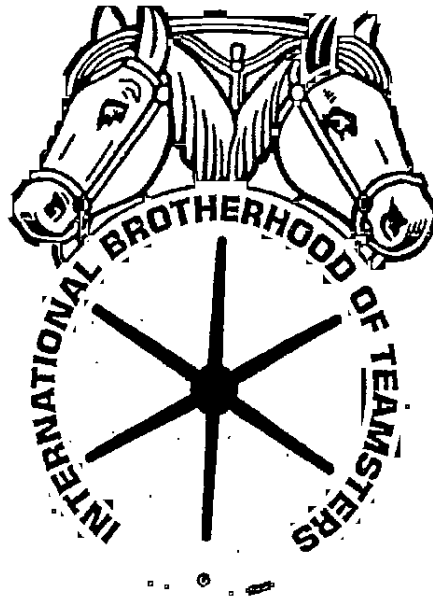
ARTICLE 11

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 associate 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 for discharge or disciplinary action if any associate refuses to perform any service which came to the Employer as a result of taking over struck work in cooperation with an Employer

Port Huron, Michigan

AGREEMENT
BETWEEN
FERGUSON ENTERPRISES, INC.
AND
TEAMSTERS LOCAL UNION NO. 337



August 1, 2010 through
July 31, 2016

RECEIVED

APR 05 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of August A.D., 2010 effective **August 1, 2010 to July 31, 2016**, by and between **FERGUSON ENTERPRISES INC.** party of the first part, and hereinafter termed the Employer and **TEAMSTERS LOCAL UNION NO. 337**, an affiliate of the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, located at 2441 West Water, Port Huron, Michigan, 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 associates; and of promoting and improving peaceful industrial and economic relations between the parties.

ARTICLE I **RECOGNITION AND UNION SHOP**

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

Section 2. All present and future associates covered by this Agreement shall be required as a condition of employment to pay either such periodic dues and initiation fees established by the Union to maintain and continue membership in good standing in the Union or pay such other amounts in lieu of such periodic dues and initiation fees necessary to maintain financial core membership as may be required by applicable law not later than either the thirty-first day following the beginning of their employment or the thirty-first day following the effective date of this clause, whichever is later.

Section 3.

- a. The parties hereto recognize that because of the seasonal nature of the Employer's business, it is sometimes necessary for the Employer to hire seasonal help.

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 shall be maintained at not less than the highest 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 section. This section shall not apply to inadvertent or bonafide 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. No other Employer shall be bound by the voluntary acts of another Employer when he may exceed the terms of this Agreement. Any disagreement between the Local Union and the Employer with respect to this matter shall be subject to the grievance procedure.

This provision does give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

ARTICLE XV
HEALTH AND WELFARE AND PENSION

Effective August 1, 2010 the Employer agrees to pay the following premium cost for benefit Plan BDR-3B until April, 1, 2013, and for Plan 756 from and after April 1, 2013, Michigan Conference of Teamsters Welfare Fund, for each associate covered by this Agreement, who is on the regular seniority list.

July 29, 2010	Not to exceed \$328.45 per week
April 1, 2011	Not to exceed \$331.55 per week
April 1, 2012	Not to exceed \$346.80 per week
April 1, 2013	Not to exceed \$368.30 per week
April 1, 2014	Not to exceed \$405.75 per week
April 1, 2015	Not to exceed \$430.20 per week
April 1, 2016	Not to exceed \$449.25 per week

Associates hired after ratification March 25, 2013 shall be provided Plan 734 (without retiree benefit) with rates as follows:

Before 3/31/2013	\$283.60
4/1/2013	\$308.40
4/1/2014	\$330.50
4/1/2015	\$347.10
4/1/2016	\$360.25

Effective after ratification, associates shall contribute \$20.00 per week toward premium costs stated above through payroll deductions.

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 Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund, a contribution of:

17B-\$168.70 per week	Effective August 1, 2010
17B-\$182.20 per week	Effective August 1, 2011
17B-\$193.10 per week	Effective August 1, 2012
17B-\$200.80 per week	Effective August 1, 2013
17B-\$208.80 per week	Effective August 1, 2014
17B-\$217.20 per week	Effective August 1, 2015

All payments into the 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 will be remitted each week to the Central States Pension Fund on behalf of all regular associates 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 associate 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 associates.

If an associate is absent because of illness or off-the-job injury or military duty and notifies the Employer 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 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 six (6) 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.

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 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 associates for losses resulting therefrom. It is agreed that the pension fund will be separately administered jointly by Employers and Union in compliance with all applicable laws and regulations, both State and Federal.

By the execution of this Agreement, the Employer authorizes and designates the Employer Trustees under such trust agreements, hereby waiving all notice thereof and ratifying all actions taken or to be taken by such trustees within the scope of their authority.

ARTICLE XVI **PAID FOR TIME**

All associates covered by this Agreement shall be paid for all time spent in the service of the Employer. Time shall be computed from the time the associate is ordered to report for work and registers in and 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 for. Such payment for driver's time when not driving shall be the hourly rate.

ARTICLE XVII **PAY PERIOD**

All regular associates covered by this Agreement shall be paid in full each biweekly pay period. Not more than seven (7) days shall be held on an associate. The Union and Employer may by mutual agreement provide for other pay periods. Each associate shall be provided with an itemized statement of his earnings and of all deductions made for any purpose, upon the request of individual associates or Union Representative.

SAGINAW, MICHIGAN

2010 - 2015

AGREEMENT

Between

FERGUSON ENTERPRISES, INC.

And

GENERAL TEAMSTERS LOCAL UNION NO. 406

affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

RECEIVED

MAY 07 2013

CONTRACT
DEPARTMENT

August 1, 2010 to July 31, 2015

August 1, 2010 - July 31, 2015

INTRODUCTION

THIS AGREEMENT, made and entered into as of the 1st day of August, 2010, by and between **FERGUSON ENTERPRISES, INC.**, for any of its operations located at 3944 Fortune Boulevard, Saginaw, Michigan 48603, 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 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 37 Minimum Wage Rates.

(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; however, this shall not be interpreted to prevent non-unit employees from waiting on customers during periods when customers are present and unit employees are busy.

Section 2. UNION SHOP: 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 thirty-first (31st) day following the beginning of their employment or on and after the thirty-first (31st) day following the effective or execution date of this section, whichever is the later, shall become and remain members in good standing of the Local Union as a condition of employment.

Section 3. 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 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 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 equally from the bi-weekly pay check of the member and

days from the date of error.

This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

ARTICLE 14

INSPECTION PRIVILEGES

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

ARTICLE 15

POSTING - BULLETIN BOARDS

Section 1. POSTING OF AGREEMENT: A copy of this Agreement shall be placed in a readily accessible location agreed upon by the Employer and the Union.

Section 2. UNION BULLETIN BOARDS: The Employer agrees to provide suitable space for the Union bulletin board. Postings by the Union on such boards is to be confined to official business of the Union.

ARTICLE 16

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 the full premium cost of benefit Plan BDR3B through March 31, 2013 and Plan 756 starting April 1, 2013, per week a contribution of:

Effective:	August 1, 2010	\$328.45	Plan 187
	April 3, 2011	\$331.55	Plan 187
	April 1, 2012	\$346.80	Plan 187
	March 31, 2013	\$368.30	Plan 756
	March 30, 2014	\$405.75	Plan 756
	March 29, 2015	\$430.20	Plan 756

Associates hired after ratification March 23, 2013 shall be provided Plan 734 (without retiree benefit) with rates as follows:

Effective:	March 23, 2013 to March 31, 2013	\$283.60
	March 30, 2013	\$308.40
	March 30, 2014	\$330.50
	March 29, 2015	\$347.10

All associates shall contribute \$10.00 per week to said health and welfare premiums through

payroll deduction.

All payments into the Michigan Conference of Teamsters Welfare Fund must be made within ten (10) days from the end of each calendar month to the JPMorgan Chase Bank, N.A., Lock Box – Department 77158, Michigan Conference of Teamsters Welfare Fund, P. O. Box 77000, Detroit, MI 48722-0158, which bank has been made depository for the Michigan Conference of Teamsters Welfare Fund, or such other depository as may be designated. Payments on behalf of new employees for health, welfare and pension shall begin after the thirty-first (31st) day of employment.

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:

\$156.20 per week	Effective August 1, 2010
\$168.70 per week	Effective August 1, 2011
\$182.20 per week	Effective August 1, 2012
\$193.10 per week	Effective August 1, 2013
\$200.80 per week	Effective August 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 Mellon Bank, Central States Funds, Dept. 10291, Palatine, Illinois, 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 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 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 the monthly period in the payment of his contribution to the Health 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 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. 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 cost of collections.

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 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 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 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.

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

ARTICLE 18

PAY PERIOD

Section 1. PAY DAY: All regular employees covered by this Agreement shall be paid in full on a bi-weekly basis. The payday shall be seven (7) days after the end of the bi-weekly pay period. The employees shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose.

Section 2. VACATION PAY: If an employee's paid vacation period accrues or is payable during a period in which he is otherwise entitled to unemployment compensation, the employee's right to and payment for such vacation shall be deferred until after termination of the unemployment benefit period. The Employer waives the privilege of allocating vacation pay to past, present, or future weeks of unemployment.

ARTICLE 19

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.

AGREEMENT

between

FERGUSON ENTERPRISES, INC.
(Formerly Known As Ferguson Enterprises Midwest, Inc.)

Jackson Facility

TRUCK DRIVERS UNION

Local Union Number 164

affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

EFFECTIVE 07-01-2009 - 06-30-2016
(MIDNIGHT)

RECEIVED

JAN 02 2013

CONTRACT
DEPARTMENT

This AGREEMENT; made and entered into as of the first day of July, 2009 by and between FERGUSON ENTERPRISES, INC. (formerly known as Ferguson Enterprises Midwest, Inc.), located at 730 East Mansion Street, Jackson, MI 49203, hereinafter termed the Employer; and TRUCK DRIVERS UNION, Local Number 164, 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 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 the attached Schedule A.

SECTION 2. 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 Number 164 affiliated with the International Brotherhood of Teamsters no later than either the thirty-first (31st) day following the beginning of their employment or the seventh (7th) day following the effective date of this clause, whichever is the latter.

SECTION 3. The Employer agrees to deduct from the pay of each employee, all dues for the Local Union Number 164, and pay such amount deducted to said Local Union Number 164 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 2

TRANSFER OF COMPANY TITLE OR INTEREST

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event of 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.

SECTION 3. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same had been approved as being safe by the Employer.

When the occasion arises where an employee gives a written report on forms in use by the Employer of vehicle being in unsafe working operating condition, and receives no consideration from the Employer, he shall take the matter up with the officers of the Union who will take the matter up with the Employer.

SECTION 4. Where new types of work for which rates of pay are not established by this Agreement are put into use within operations covered by this Contract, rates governing such operations shall be subject to negotiations between the parties.

SECTION 5. No employee shall allow anyone, other than employees of the Employer who are on duty, to ride or drive trucks assigned to him except by written authorization of the Employer.

ARTICLE 18

MILITARY SERVICE

Employees enlisting or entering the military or naval service of the United States pursuant to the provisions of the Selective Service Act of 1948 shall be granted all rights and privileges provided by the Act.

ARTICLE 19

HEALTH AND WELFARE AND PENSION

Effective June 1, 2006, the Employer agrees to provide enough monies to maintain the Michigan Conference Plan 110 for all employees in the bargaining unit through June 30, 2016 as of ratification of this Contract. Weekly contributions shall be for existing employees in the bargaining unit:

7/1/09	4/4/10	4/3/11	4/1/12	3/31/13	3/30/14	4/1/15	4/3/16
304.35	327.95	331.00	341.40	367.65	405.05	429.45	MOB

All associates shall contribute \$20.00 per week toward health and welfare premiums on a pre-tax basis.

For employees hired after December 14, 2012 the following health care plan shall be provided at the rates stated below: Plan 747:

2012	3/31/13	3/30/14	4/1/15	4/3/16
285.60	310.40	332.35	348.95	MOB

All associates shall contribute \$10.00 per week toward health and welfare premium on a pre-tax basis.

Employees covered by this Agreement shall be entitled to the above medical benefits upon completion of thirty (30) days of employment.

All payments into the Welfare Fund must be made within fifteen (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, which bank has been made depository for the Michigan Conference of Teamsters Welfare Fund.

Contributions must be made to the Michigan Conference of Teamsters Health and Welfare Fund on behalf of an employee whose absence from the job is due to military duty for the first thirty days of the military duty related absence.

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

111.50 per week	effective July 1, 2009
119.30 per week	effective July 1, 2010
126.50 per week	effective July 1, 2011
132.80 per week	effective July 1, 2012
138.10 per week	effective July 1, 2013
143.60 per week	effective July 1, 2014
149.30 per week	effective July 1, 2015

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 Central States Health and Welfare and Pension Funds, Dept. 10291 Palatine, Illinois 60055-0291.

Employees covered by this Agreement shall be entitled to the above pension benefits upon completion of thirty (30) days of employment.

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 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 paragraph.

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 two (2) months. 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.

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 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 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 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.

FERRELLGAS, INC.
and
UNION LOCAL NO. 346

FOR: DETROIT LAKES, MINNESOTA
WADENA, MINNESOTA
FERGUS FALLS, MINNESOTA

May 1, 2012 - April 30, 2017

RECEIVED

AUG 07 2012

**CONTRACT
DEPARTMENT**

LABOR AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of May, 2012, by and between Ferrellgas, Inc., (hereinafter referred to as the Employer or the Company) and Local No. 346 for Company Market at 18978 County Highway 21, Detroit Lakes, Minnesota 56501, at 605 Hampden Avenue East, Fergus Falls, Minnesota 56537 and 349 Ash Avenue N. W. Wadena, Minnesota 56482; said Locals affiliated with the International Brotherhood of Teamsters, General Local 346 (hereinafter referred to as the Union).

NOW THEREFORE, the Employer and the Union, acting by and through their duly authorized agents, agree:

It is the intent and purpose of the contracting parties that this Agreement shall insure a continually improving industrial stability and continuity and steady working relationship by and between the parties, and to that end the parties set forth herein all terms regarding rates of pay, hours of work and working conditions, and contract that said terms as agreed to herein, are to be observed by the parties hereto and employees covered hereby in order to achieve uninterrupted operations and maximum service.

ARTICLE 1 RECOGNITION

- Section 1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Local No. 346 for Company Market; 18978 County Highway 21, Detroit Lakes, Minnesota 56501; at 605 Hampden Avenue East, Fergus Falls, Minnesota 56537, and 349 Ash Avenue N. W. Wadena, Minnesota 56482; employees except Office Clerical, Administrative, Executive, Salespersons, Professional, Plant Guards, and Supervisory employees as defined in the National Labor Relations Act.
- Section 2 The Company agrees to respect the jurisdiction rules of the Union and shall not direct or require supervisory employees or persons other than employees in the bargaining unit to perform work which is recognized as the work of employees in the said unit except emergency work or where business so requires, as in the event of a restructuring or reorganization of the Company or its methods of doing business. Nothing in this provision (Article I, Section 2.) shall preclude the company from exercising any or all of its Management Rights as spelled out in Article 4.

Section 9 The employer shall post any changed work schedule a minimum of five (5) days prior to implementation, except where extenuating business needs prevent it.

ARTICLE 22
CLASSIFICATIONS AND RATE OF PAY

Section 1 Wage Rates.

Effective Date	5/1/12	5/1/13	5/1/14	5/1/15	5/1/16
Delivery, Installation, Service	\$18.30	\$18.30	18.30	18.30*	\$18.30*

* Union and Company agree to have the ability to re-open contract in years four (4) or five (5) on Wage Rates ONLY at the discretion of either party by providing written notice of the intent to reopen at least 30 days prior to the beginning of years four (4) or five (5).

Section 2 New hired regular full-time employees shall be paid at a rate of one dollar (\$1.00 below the rate of their job classification during their first one hundred-eighty (180) days of employment with the Company; thereafter, they shall be paid at the full rate of their job classification.

ARTICLE 23
UNIFORMS

Employer agrees to pay for uniforms of bargaining unit employees as provided in the Ferrellgas Uniform Allowance Program.

ARTICLE 24
PENSION

Section 1 The Company shall make weekly contributions to the Central States, Southeast and Southwest Area Pension Fund for each eligible employee covered by this Agreement who has completed ninety (90) calendar days of service or more. The weekly contribution for each eligible employee will be per the following schedule:

Effective Date	Amount
5/01/12	\$132.30 per week

5/01/13	\$137.60 per week
5/01/14	\$143.10 per week
5/01/15	\$148.80 per week
5/01/16	\$154.80 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.

The Employer's liability to the aforementioned Fund shall be limited to the contributions indicated in this Article 24, Section 1, during the term of this Agreement.

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 contribute the required contributions for a period of four (4) weeks.

Section 4 If an employee is injured on the job and is entitled to receive Workers' Compensation, the Company shall continue to make contributions until such employee returns to work, or is terminated. Contributions shall not be paid for a period of more than one (1) year from the date of injury.

Section 5 If an employee is granted a leave of absence for any reason, 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.

Section 6 Contributions to the Pension Fund must be made for each week on each regular full-time employee, even though such employee may work only a partial week under the provisions of this Agreement. No contributions shall be due for any flexible staffing employees who work under the terms of the Agreement.

Section 7 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 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 contract for regular employees.

Section 8

The parties have agreed to authorize the Employer and employee to contribute to the Teamsters Local 346 401k plan according to its terms and provisions. During the term of this agreement, the Employer shall match 50% of the first \$28.00 in weekly 401(k) contributions, if any, made by employees.

ARTICLE 25
SMOKING REGULATION

Smoking will not be permitted whenever the employee is on Ferrellgas property, customer premises, or when handling, hauling, delivering, filling or in any other manner in the presence of LP-Gas containers or tanks, whether full or empty. Violation of this provision sufficiently endangers life and property and will be just cause for immediate discharge of the employee without further notice.

ARTICLE 26
JURY DUTY

A regular full-time employee who is called to service 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 four (4) weeks, provided the employee works such hours as he is available during the hours when court is not in session.

ARTICLE 27
FUNERAL LEAVE

The Employer agrees to pay regular full-time employees for necessary absence on account of death in the immediate family for a period of three (3) 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 employee's regularly scheduled work week. Immediate family shall include the current spouse, children, parents, sister or brother, grandparents, or current in-laws.

ARTICLE 28
BUYING CLAUSE

The Employer agrees to sell at a discounted rate to regular, full-time bargaining unit employees propane and non-gas items routinely marketed by Ferrellgas. Any purchases must be for the employee's use only, specifically for personal residential or motor fuel use.

Bulk/Cylinder Gas: Purchases will be priced at \$0.17 above average inventory cost.

MAILED

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AUG 18 2008

CONTRACT
DEPARTMENT

LABOR AGREEMENT

(WOODBIDGE)

FERRELLGAS, INC.

and

LOCAL 469

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

February 1, 2007

through

January 31, 2010

LABOR AGREEMENT

This Agreement is made this 6th day of June, 2007, by and between FERRELLGAS, INC., for its place of business located on 369 Main Street, Woodbridge, New Jersey 07095 (hereinafter referred to as the Employer or the Company), and LOCAL 469, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, with its office located at 3400 Highway 35, Suite 7, Hazlet, NJ 07730-1208 (hereinafter referred to as the Union).

NOW, THEREFORE, the Employer and the Union, acting by and through their duly authorized agents, agree:

The Company and the Union each represents that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interest, to provide a channel through which information and problems may be transmitted from one to the other, to promote efficiency and service, and to set forth herein the basic agreements covering rates of pay, hours of work, and conditions of employment.

ARTICLE I

UNION RECOGNITION, UNIT AND UNION SECURITY, EMPLOYEE STATUS

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining unit for all Drivers, Utility persons and Service persons, but excluding Office Clerical, Administrative, Executive, Salespersons, Professional, Plant Guards, and Supervisory employees as defined in the National Labor Relations Act.

Section 2 Employees covered by this Agreement who are members of the Union at the signing of this Agreement shall be required, as a condition of continued employment, to continue membership in the Union at the time this Agreement becomes effective. All new employees covered by this Agreement shall on or after thirty (30) days actually worked become and remain members in good standing.

Section 3. Whenever the Union shall determine that an employee who has been a member of the Union in good standing fails to remain a member of the Union in good standing as required by this Agreement and requires the discharge of such employee, the Employer shall be so notified by the Union, in writing, and the Company shall have five (5) working days following receipt of such notice within which to discharge such employee. If during such five (5) working day period the employee shall tender the periodic dues for which he is delinquent, the Employer shall not be required to discharge the employee.

ARTICLE XXI
SEPARABILITY AND SAVINGS

Section 1.

If any Article or section of this Agreement should be held invalid by federal or state legislation, governmental regulation, or court decision, the remainder of the Agreement shall remain in full force.

Section 2.

In the event that any Article or Section of this Agreement is so held invalid, the parties shall enter into immediate collective bargaining negotiations upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Articles or Sections affected.

ARTICLE XXII
NON-DISCRIMINATION CLAUSE

Section 1.

The Employer and Union agree to continue a policy of non-discrimination in compliance with applicable state and federal laws.

ARTICLE XXIII
SEVERANCE PAY

Section 1.

Severance pay will be paid to any employee who leaves the Company in good standing as a result of a permanent layoff or retirement, on the following basis:

For every two (2) years of service, one week's pay to a maximum of four (4) weeks' pay based on continuous amount of service.

ARTICLE XXIV
PENSION

Section 1.

Effective for term of agreement the Employer shall contribute to the Central States Pension Fund on behalf of each eligible employee the following :

Date	Employee Contribution
2/1/2007	\$74.50
2/1/2008	\$80.50
2/1/2009	\$86.90
2/1/2010	\$93.90

Section 2.

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

- Section 3. By execution of this Agreement, the Employer agrees to enter into appropriate agreements necessary for the administration of such 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 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 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.
- Section 6. Contribution to the Pension Fund must be made for each week on each regular employee.

ARTICLE XXV RELOCATION OF PLANT

- Section 1. In the event the Employer should relocate the plant from the present location, all employees shall be retained at the new location.
- Section 2. Any new or different classifications of operational employees not specified in the Agreement, nor in the certified bargaining unit, shall be represented by the Union and shall be included in the terms of this Agreement. The wage rate shall be negotiated by the Employer and the Union, and the rate agreed upon shall become a part of this Agreement as of that date.

LETTER OF UNDERSTANDING AND AGREEMENT

FERRELL GAS, INC.
ACCOUNT NO. 2724170-0108-866-A

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 30 calendar days.

With respect to "variable employees", the parties agree that:

1.) A "variable employee" is an individual employed on a short-term and/or infrequent basis (irregular), and 2.) In the event that a "variable employee" works 1,000 hours or more in a 12 month period, he will be considered a regular full-time 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.

FERRELL GAS, INC.

LOCAL UNION NO. 866

Redacted by U.S. Treasury

Redacted by U.S. Treasury

By:

By:

Title: Assoc. Employee Relations

Title: Secretary Treasurer

Date: 8/24/98

Date: 8/17/98

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Section 5. Part-time or casual employees will not be used to deprive regular full-time employees of overtime or other opportunities for additional earnings.

ARTICLE XVI
HEALTH AND WELFARE AND PENSION

Effective July 8, 2012, the Employer shall make premium contributions to the Teamsters Key 1B 719 Plan in the amount of eighty percent (80%) of the single tier rate of \$162.85, middle tier rate of \$323.25 or family tier rate of \$391.95 with the employee paying the remaining twenty percent (20%) premium contribution to whichever rate is applicable.

Effective March 31, 2013, the Employer shall make premium contributions to the Teamsters Key 1B 719 Plan in the amount of eighty percent (80%) of the single tier rate of \$172.40, middle tier rate of \$340.60 or family tier rate of \$412.65 with the employee paying the remaining twenty percent (20%) premium contribution to whichever rate is applicable.

Effective June 2, 2013, the Employer shall make premium contributions to the Teamsters Key 1B 630 Plan in the amount of eighty percent (80%) of the single tier rate of \$126.40, middle tier rate of \$294.60 or family tier rate of \$366.65 with the employee paying the remaining twenty percent (20%) premium contribution to whichever rate is applicable.

Effective March 30, 2014, the Employer shall make premium contributions to the Teamsters Key 1B 630 Plan in the amount of eighty percent (80%) of the single tier rate of \$136.85, middle tier rate of \$319.30 or family tier rate of \$397.45 with the employee paying the remaining twenty percent (20%) premium contribution to whichever rate is applicable.

Effective March 29, 2015 the Employer shall make premium contributions to the Teamster Key 1B 630 Plan in the amount of eighty percent (80%) of the single tier rate of \$139.45, middle tier rate of \$325.50 or family tier rate of \$405.30 with the employee paying the remaining twenty percent (20%) premium contribution to whichever rate is applicable.

Effective April 3, 2016 the Employer shall make premium contributions to the Teamsters Key 1B 630 Plan in the amount of eighty percent (80%) of the single, middle or family tier rate necessary to maintain the previous year's benefit level with the employee paying the remaining twenty percent (20%) premium contribution to whichever rate is applicable.

If an employee elects to "opt out" of health insurance coverage because he is covered by spouse's insurance, no health insurance payments shall be deducted from the employee's paycheck and he will receive a \$500.00 annual payment which would be prorated accordingly.

All payments to the Welfare Fund must be made within 15 days from the end of each calendar month to the Bank One 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 Area Pension Fund for each employee covered by this Agreement who has been employed for thirty-one (31) days unless otherwise specified in Schedule "A" attached, a contribution of:

\$101.40 per week	Effective as of 06-01-12
\$107.50 per week	Effective as of 06-01-13
\$114.00 per week	Effective as of 06-01-14
\$120.80 per week	Effective as of 06-01-15

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 employee but not under provisions of this Contract, and although contributions may be made for those weeks into some other Health & Welfare and/or Pension Fund.

Employees who work 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 Employer's share of 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 make the Employer's share of the required contributions until such employee returns to work; however, such contribution will not be paid for a period of more than 8 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 100% of 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 any 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 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

AGREEMENT BETWEEN
FERROUS PROCESSING & TRADING COMPANY
(Kronk and Severstal Sites)
STRONG STEEL PRODUCTS

and

LOCAL UNION NO. 337

DURATION: JUNE 1, 2012 THROUGH MAY 31, 2016

AGREEMENT

This Agreement, signed this _____ day of July, 2012
and made and effective the date of June 1, 2012 by and between

FERROUS PROCESSING & TRADING COMPANY
9100 John Kronk, Detroit, Michigan 48210
And Severstal Sites

STRONG STEEL PRODUCTS
6464 Strong Avenue, Detroit, Michigan 48212

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: 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 for 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, including newly established or acquired warehousing, transportation or processing operations of the Employer. Other newly established or acquired operations of the Employer will be covered by this Agreement at such time as a majority of employees in an appropriate 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, shall remain members of the Union in good standing as a condition of employment. All present

Section 5. Part-time or casual employees will not be used to deprive regular full-time employees of overtime or other opportunities for additional earnings.

ARTICLE XVI
HEALTH AND WELFARE AND PENSION

Effective July 8, 2012, the Employer shall make premium contributions to the Teamsters Key 1B 719 Plan in the amount of eighty percent (80%) of the single tier rate of \$162.85, middle tier rate of \$323.25 or family tier rate of \$391.95 with the employee paying the remaining twenty percent (20%) premium contribution to whichever rate is applicable.

Effective March 31, 2013, the Employer shall make premium contributions to the Teamsters Key 1B 719 Plan in the amount of eighty percent (80%) of the single tier rate of \$172.40, middle tier rate of \$340.60 or family tier rate of \$412.65 with the employee paying the remaining twenty percent (20%) premium contribution to whichever rate is applicable.

Effective June 2, 2013, the Employer shall make premium contributions to the Teamsters Key 1B 630 Plan in the amount of eighty percent (80%) of the single tier rate of \$126.40, middle tier rate of \$294.60 or family tier rate of \$366.65 with the employee paying the remaining twenty percent (20%) premium contribution to whichever rate is applicable.

Effective March 30, 2014, the Employer shall make premium contributions to the Teamsters Key 1B 630 Plan in the amount of eighty percent (80%) of the single tier rate of \$136.85, middle tier rate of \$319.30 or family tier rate of \$397.45 with the employee paying the remaining twenty percent (20%) premium contribution to whichever rate is applicable.

Effective March 29, 2015 the Employer shall make premium contributions to the Teamster Key 1B 630 Plan in the amount of eighty percent (80%) of the single tier rate of \$139.45, middle tier rate of \$325.50 or family tier rate of \$405.30 with the employee paying the remaining twenty percent (20%) premium contribution to whichever rate is applicable.

Effective April 3, 2016 the Employer shall make premium contributions to the Teamsters Key 1B 630 Plan in the amount of eighty percent (80%) of the single, middle or family tier rate necessary to maintain the previous year's benefit level with the employee paying the remaining twenty percent (20%) premium contribution to whichever rate is applicable.

If an employee elects to "opt out" of health insurance coverage because he is covered by spouse's insurance, no health insurance payments shall be deducted from the employee's paycheck and he will receive a \$500.00 annual payment which would be prorated accordingly.

All payments to the Welfare Fund must be made within 15 days from the end of each calendar month to the Bank One 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 Area Pension Fund for each employee covered by this Agreement who has been employed for thirty-one (31) days unless otherwise specified in Schedule "A" attached, a contribution of:

\$101.40 per week	Effective as of 06-01-12
\$107.50 per week	Effective as of 06-01-13
\$114.00 per week	Effective as of 06-01-14
\$120.80 per week	Effective as of 06-01-15

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 employee but not under provisions of this Contract, and although contributions may be made for those weeks into some other Health & Welfare and/or Pension Fund.

Employees who work 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 Employer's share of 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 make the Employer's share of the required contributions until such employee returns to work; however, such contribution will not be paid for a period of more than 8 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 100% of 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 any 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 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.

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.

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 hereto 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.

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

An employee who reports for work as scheduled who is sent home by the Employer due to an Act of God shall receive pay for the actual time worked or for four (4) hours, whichever is greater. An employee who is absent from work due to an Act of God, shall not be penalized or disciplined for said absence. The rate of pay for each employee shall be as specified in this Agreement.

ARTICLE XVIII 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 period. 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 earnings and all deductions made for any purpose, upon request of individual employees or Union representatives.

ARTICLE XIX LOSS OR DAMAGE

Employees shall not be charged for loss or damage unless clear proof of gross negligence is shown. This Article is not to be construed as permitting charges for loss or damage to equipment under any circumstances.

AGREEMENT BETWEEN

FPT- PONTIAC DIVISION L.L.C.

AND

LOCAL UNION #614, AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JUNE 1, 2012

TO

MAY 31, 2015

RECEIVED

SEP 17 2012

CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT is made and entered into effective the 1st day of June 2012, between FPT – Pontiac Division L.L.C. located at 500 Collier Rd., Box 430002, Pontiac, Michigan 48340 (the “Employer” or the “Company”), party of the first part and LOCAL UNION #614, affiliated with the INTERNATIONAL BROTHERSHOOD OF TEAMSTERS located at 250 N. Perry, Pontiac, MI 48342, 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 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, the parties agree 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 listed in Schedule “A.”

SECTION 2. 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 31st 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.

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 agrees to deduct from the pay of each employee all dues and/or initial fees of Local Union NO. 614 and pay such amount deducted to said Local No. 614 for each and every employee, by the tenth (10th) day of each calendar month.

SECTION 3A. The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reasons of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list, notice or assignment which shall have been furnished to the Employer under any such provisions. The Employer will

ARTICLE V

HEALTH AND WELFARE AND PENSION

For the term of this Agreement the Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund, for each employee employed for more than ninety (90) days covered by this Agreement and Schedule "A," 75% of the monies required to provide Key IB 630 Plan coverage for the life of this Agreement. The employee shall pay the remaining 25%. The employee's share shall be deducted in equal weekly amounts from the Employee's paycheck and paid by Employer into the Welfare Fund at the time of payment of Employer's portion. If the Health and Welfare rates decrease and lower to maintain present level of benefits – the Employer and employees will pay the lesser amount. If an employee is eligible to and elects to opt out of the Health and Welfare benefits provided hereunder, that employee shall be entitled to an annual payment of \$600.00, payable in quarterly payments of \$150.00 each by the Employer to the employee.

All payments into the Welfare Fund must be made within ten (10) days from the end of each calendar month to the Michigan Conference of Teamsters Welfare Fund, for each employee covered by this Agreement, who is on the regular seniority list.

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 employed by the Company for more than thirty (30) days, unless otherwise specified herein, a contribution of: \$98.40 per week as of June 1st, 2012 through May 31st, 2013, increased to \$104.30 per week as of June 1st, 2013 through May 31st, 2014, and increased to \$110.60 per week effective June 1st, 2014 through May 31st, 2015.

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, Illinois 60690-Account No. 7000.

Contributions to the Insurance 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 these weeks into some other Insurance 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 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 Insurance Fund and 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 an employee is granted a leave of absence, he or she is to make arrangements to pay required contributions into the Insurance Fund.

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 Insurance 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 Insurance 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.

ARTICLE VI

WORKING CONDITIONS

SECTION 1. If the Union enters into a contract with any competitor of the Employer, which contains provisions or concessions more favorable to such competitor than those contained herein, then this Employer shall be entitled to such concessions or provisions automatically and without necessity of formal amendment or endorsement of this Agreement.

SECTION 2. Any employee transferred temporarily from a higher classification shall continue to receive the pay for the higher classification.

SECTION 3. Any employee moving from a lower classification to a higher classification shall receive the rate of pay for the higher classification.

SECTION 4. Whenever possible employees are to be notified of Saturday work by the end of their shift on Thursday.

ARTICLE VII

FUNERAL LEAVE

SECTION 1. When a seniority employee on the active payroll is absent from work for the purpose of attending the funeral of a member of his or her immediate family as defined below, the Employer shall pay him or her up to three (3) days pay at his or her regular straight time rate exclusive of any premium whatsoever provided:

- A. The employee notifies the Employer of the absence before or on the first day of such absence.

ILLINOIS HEAVY/HIGHWAY AGREEMENT

BETWEEN

Feutz Contracting.

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

RECEIVED

AUG 19 2014

**CONTRACT
DEPARTMENT**

PREAMBLE

Feutz Contracting 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

two (72) hours from receipt of such request, by certified mail, the Local Union may commence a strike and picketing of the Employer and may continue such activity until permission is given for an immediate audit. The Employer shall be responsible to the employees for losses resulting from such 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.

A G R E E M E N T

This Agreement made and entered into this 1st day of June, 2012, by and between N. E. FINCH COMPANY of Peoria, Illinois, party of the first part, and the TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 627 of Peoria, Illinois, affiliated with the International Brotherhood of Teamsters, party of the second part.

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 truck drivers, grease men, mechanics and mechanics 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.

Section 5: The Union recognizes that the conduct of business and the operation of the Employer are vested exclusively in the Employer including the right to hire, require employees to observe Company rules, and to lay off employees because of lack of work. There shall be no limit on production by employees nor restrictions on the full use of equipment covered by this Agreement.

No rules, customs or practice shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, however, safety of the employee shall be of prime concern to the employer. The Employer shall schedule work and shall determine when overtime will be worked.

ARTICLE 2 UNION SHOP AND DUES

UNION SHOP

Section 1: (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 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 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. 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.

ARTICLE 14
PENSION PLAN

Section 1: Effective June 1, 2012, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Fifty Three Dollars (\$53.00) per day (maximum \$268.00 per week) for each employee covered by this Agreement who has been on the payroll thirty (30) working days or more, with a maximum of five (5) days in any workweek. It is understood that the applicable daily rate shall be paid on any day the employee receives wages from the Employer including holidays and paid vacations. Effective June 1, 2013 the daily pension contribution shall be increased to Fifty Five Dollars and Ten Cents (\$55.10) per day (maximum of \$275.50 per week). Effective June 1, 2014 the daily pension contribution shall be increased to Fifty Seven Dollars and Thirty Cents (\$57.30) per day (maximum of \$286.50 per week).

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. 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 3: 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 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 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. Casual Drivers who work either temporarily or in cases of emergency under the terms of this contract shall not be covered under the provisions of this Article.

ARTICLE 15
SEPARABILITY AND SAVINGS CLAUSE

Section 1: If any Article or Section of this contract or of 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 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 21
TERMINATION CLAUSE

Section 1: This Agreement shall be in full force and effect from June 1, 2012 through and including May 31, 2015, (all terms and provisions retroactive to June 1, 2012) and shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify the Agreement is served by either party upon the other party sixty (60) days prior to the annual date of expiration.

Section 2: Any supplement to this Agreement mutually agreed to by both parties hereafter becomes part of this Agreement.

Redacted by U.S. Treasury

N. E. FINCH COMPANY

6/6/12

DATE

Redacted by U.S. Treasury

TEAMSTERS LOCAL UNION NO. 627

June 6, 2012

DATE

RECEIVED

JUN 12 2012

**CONTRACT
DEPARTMENT**

AGREEMENT

BETWEEN

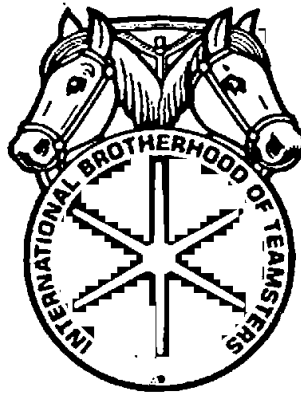
J. H. FINDORFF & SON INC.

Builders Since 1890



AND

TEAMSTERS UNION LOCAL NO. 695



June 1, 2014 — May 31, 2017

RECEIVED

SEP 29 2014

[Handwritten signature]

AGREEMENT

THIS AGREEMENT is made and entered into this first day of June, 2014, by and between **J. H. FINDORFF & SON, INC.**, hereinafter referred to as the **"EMPLOYER,"** and **DRIVERS, SALESMEN, WAREHOUSEMEN, MILK PROCESSORS, CANNERY, DAIRY EMPLOYEES AND HELPERS UNION LOCAL NO. 695**, Madison, Wisconsin, affiliated with the International Brotherhood of Teamsters, hereinafter designated as the **"UNION."**

ARTICLE I. INTENT, RECOGNITION AND UNION SECURITY

Section 1. It is the intent and purpose of this Agreement to create a Collective Bargaining Agreement between the Employer and the Union relative to rates of pay, hours of work, and conditions of employment to be observed by the Employer and the Union, and to provide a procedure for the prompt and equitable adjustment of grievances and disputes which may arise from time to time between the Employer and employees.

Section 2. The Employer recognizes and acknowledges that Drivers, Salesmen, Warehousemen, Milk Processors, Cannery, Dairy Employees and Helpers Union Local No. 695, of the International Brotherhood of Teamsters is the representative of some of the truck drivers, mechanics and yardmen employed by the Employer. It is recognized that the work covered by this Contract is multijurisdictional work that may be assigned to other trades by the Employer and any assignment of work under this Contract shall not interfere or restrict the Employer's right to assign the same work to other trades.

- a) However, it is agreed, effective July 1, 2012, that 25% of a total of eight (8) employees ("Composite Trade Crew"), defined as employees who regularly work as truck drivers, mechanics and yardmen, will be represented by the Union, with a minimum number of two (2) employees represented by the Union at all times. It is understood that it is not the intent of this Agreement to employ members of the Union on a part-time basis to meet the 25% threshold, but rather, apply this threshold when it results in the addition of another full-time employee from the Union.
- b) Consistent with Paragraph (a) above; if the Composite Trade Crew consists of nine (9) or more regular employees, then the Employer will submit contributions to the Pension Fund, in the amounts provided in Article XVIII, on behalf of 25% of the regular employees working in the Composite Trade Crew, as follows: (1) if the Composite Trade Crew

ARTICLE XV. SUCCESSOR CLAUSE

Section 1. Should the Company decide to sell or discontinue operations, such sale or closing will be negotiated with the Union sixty (60) days prior to such transaction; provided, however, that in the event there is a sale and the purchaser agrees with the Company in writing to accept this Contract, including the retirement plan, then there will be no need to negotiate, and the purchaser will take the place of the Company under this Agreement.

Further, the Company will make its best effort in the event of a sale to have the purchaser assume the Contract. In no event should this be construed to mean that the Company could not be sold.

ARTICLE XVI. HEALTH AND WELFARE

Section 1. Effective June 1, 2014, the Employer shall ensure that each employee covered by this Agreement, who has been on the payroll for sixty (60) days or more, has an individual or group health insurance plan that will provide benefits consistent with a Bronze Plan from the Wisconsin Health Insurance Marketplace. The health insurance plan shall be paid for by the employee or by an hourly allocation from the employee's wage package.

Section 2. Upon the Employer's request, the employee shall, within thirty (30) days, provide proof of insurance consistent with the requirements of Section 1. If the employee fails to provide proof of insurance at the appropriate level, then the Employer may purchase a health insurance plan for the employee and deduct the cost from the employee's wage.

Section 3. If the Parties agree to and implement new language designating a bona fide health and welfare fund to provide insurance coverage for the Teamster bargaining unit, the terms, conditions and premium costs shall be negotiated by the Parties and wages may be adjusted accordingly.

ARTICLE XVII. PENSION

Section 1. Effective June 1, 2014, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund Three Hundred Thirty-Eight Dollars (\$338.00) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more for Class 18.

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'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 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 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.

Section 6. If the Employer chooses to change its status from its current position as an Employer contributor to the Central States Pension Fund to an Employer contributor to the new Central States Hybrid Pension Plan, the Parties agree to re-open the Agreement to incorporate that status and negotiate economics for the additional years.

ARTICLE XVIII. INDIVIDUAL AGREEMENT

Section 1. The parties hereto agree not to enter into any other verbal or written agreement with its employees which conflicts with the terms and provisions of this Agreement.

ARTICLE XIX. EMERGENCY CLAUSE

Section 1. In the event that a strike is called during the heating season the Union shall permit drivers for all fuel dealers to deliver fuel to persons or industries in emergency conditions.

ARTICLE XX. MEAL PERIOD

Section 1. All employees shall be given a maximum one-half (1/2) hour lunch period between 11:00 a.m. and 1:00 p.m.

AGREEMENT

FRANK FISHER INC.

HEATING AND SHEET METAL

PLAN 2

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

RF

DEC 1 1965

CO
DEPT. OF LABOR

AGREEMENT
HEATING AND SHEET METAL
PLAN 2

MARCH 20. 2013 THRU MARCH 19. 2016

THIS AGREEMENT, DATED THE 20TH DAY OF MARCH, 2013, BY AND BETWEEN Frank Fisher Inc. 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.

Redacted by U.S. Treasury

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 TEMSTERS

Redacted by U.S. Treasury

DEC 13 2013

DEC 13 2013

GOVERNMENT

Final 10/15/13

AGREEMENT

between

FISHER CONTRACTING COMPANY

and

GENERAL TEAMSTERS LOCAL UNION NO. 406

affiliated with

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

June 1, 2013 to May 31, 2015

**FISHER CONTRACTING COMPANY
MIDLAND, MICHIGAN**

RECEIVED

DEC 10 2013

**COLLECT
DEPARTMENT**

June 1, 2013 to May 31, 2015

INTRODUCTION

THIS AGREEMENT, made and entered into, by and between **FISHER CONTRACTING COMPANY** located at 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, 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 MEMBERSHIP 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".

(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.

Section. 2. UNION MEMBERSHIP: Employees covered by this agreement have the right to join or assist the union and to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection. Employees may also refrain from such activities and no one can force or compel an employee to do any of the following:

1. Become or remain a member of the union or otherwise affiliate with or financially support the union;
2. Refrain from joining the union or otherwise affiliating with or financially supporting the union.
3. Require support or payment to any third party an amount that is in lieu of union dues, fees assessments or other charges required of union members.

ARTICLE 15

POSTING - BULLETIN BOARDS

Section 1. POSTING OF AGREEMENT: A copy of this Agreement shall be posted in a conspicuous place at the Employer's place of business.

Section 2. UNION BULLETIN BOARDS: The Employer agrees to provide suitable space for the Union bulletin board. Postings by the Union on such boards is to be confined to official business of the Union.

ARTICLE 16

HEALTH AND WELFARE

The health and welfare benefits the Company offers to non-bargaining unit members, as determined within the Company's discretion, shall be made available to bargaining unit employees under the same terms and conditions as applicable to similarly situated non-bargaining unit employees, provided, however, that the Company can change or eliminate these health and welfare benefits in accordance with the applicable plan or policy with at least ten (10) calendar days advance notice to the Union and affected employees. Such changes or eliminations shall not be considered as mandatory subjects of bargaining.

Subject to the above paragraph, the Employer shall continue to provide benefits throughout periods of layoff for otherwise eligible employees who have accumulated at least 1,200 hours during the preceding twelve (12) months. For employees who qualify for benefits throughout periods of layoff, the premiums for such benefits shall be paid in full by the Employer.

ARTICLE 17

PENSION

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 unless otherwise specified in Schedule "A" attached, a contribution of:

\$258.50 per week	Effective June 1, 2013
\$274.00 per week	Effective June 1, 2014

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 Mellon Bank, Dept. 10291, Palatine, Illinois 60055-0291, Account No. 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 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 Pension Fund for a period of six (6) months. 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.

In those instances where the Employer is involved in an "owner-operators" arrangement, there shall be no deduction from equipment rental or 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.

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 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. 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 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 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.

Final 10/15/13

AGREEMENT

between

FISHER SAND AND GRAVEL COMPANY

for its

921 S. Jefferson, Midland, Michigan Location

and

GENERAL TEAMSTERS LOCAL UNION NO. 406

affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

June 1, 2013 to May 31, 2015

**FISHER SAND AND GRAVEL COMPANY
MIDLAND, MICHIGAN**

RECEIVED

DEC 10 2013

**CONTRACT
DEPARTMENT**

June 1, 2013 to May 31, 2015

INTRODUCTION

THIS AGREEMENT, made and entered into, by and between **FISHER SAND AND GRAVEL COMPANY** for its 921 S. Jefferson, Midland, Michigan, location exclusively, 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 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 MEMBERSHIP 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 as listed in the attached Schedule "A," limited exclusively to the Employer's 921 S. Jefferson, Midland, Michigan, location.

(b) The parties' hereto specifically understand and agree that this collective bargaining agreement shall only apply to the Employer's 921 S. Jefferson, Midland, Michigan, location and no other additional or future locations. With the exception of Article 3, Section 1, the Union specifically disclaims representation of any employees and/or extension or application of this agreement to any of Employer's additional or future locations, parent corporations, subsidiaries, affiliates, predecessors, successors and assigns (hereinafter referred to collectively as "affiliated entity").

(c) At the time of the signing of this Agreement, the Union specifically recognizes the Employer as a separate corporate body and an individual single employer. Notwithstanding, the Union fully recognizes and has been informed by Employer that it fully intends to change its corporate structure and/or continue its corporate structure with multiple locations outside the City of Midland. Having been fully apprised of these potential changes, the Union, notwithstanding, fully understands and agrees that, with the exception of Article 3, Section 1, its contractual relationship with the Employer is limited exclusively to 921 S. Jefferson, Midland, Michigan, and to representation of bargaining unit employees at this location.

(d) Nothing in this collective bargaining agreement shall in any way waive, limit or restrict the Union's right to organize and represent other employees of Employer or its affiliated entities

Subject to the above paragraph, the Employer shall continue to provide benefits throughout periods of layoff for otherwise eligible employees who have accumulated at least 1,200 hours during the preceding twelve (12) months. For employees who qualify for benefits throughout periods of layoff, the premiums for such benefits shall be paid in full by the Employer.

ARTICLE 17

PENSION

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 unless otherwise specified in schedule "A" attached; a contribution of:

\$258.50 per week	Effective June 1, 2013
\$274.00 per week	Effective June 1, 2014

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 Mellon Bank, Central States Funds, Dept. 10291, palatine, Illinois 60055-0291, Account no. 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 temporarily or in cases of emergency under the terms of this Contract shall not be covered by the provision of this Article.

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 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 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 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. 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 cost of collections.

Final 10/15/13

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.

ARTICLE 18

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 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.

ARTICLE 19

PAY PERIOD

Section 1. PAY DAY: 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 period. No 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 gross earnings and an itemized statement of all deductions made for any purpose.

Section 2. VACATION PAY: If an employee's paid vacation period accrues or is payable during a period in which he is otherwise entitled to unemployment compensation, the employee's right to and payment for such vacation shall be deferred until after termination of the unemployment benefit period. The Employer waives the privilege of allocating vacation pay to past, present, or future weeks of unemployment.

ARTICLE 20

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, he 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 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.

AGREEMENT

Between



FLEXSTEEL INDUSTRIES, INC.

Upholstery Division
Dubuque, Iowa

and



TEAMSTERS
Local Union No. 120
Dubuque, Iowa

EFFECTIVE April 1, 2012 TO MARCH 28, 2015

RECEIVED

JUL 20 2012

CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT entered into this twenty-ninth day of March, 2009 by and between FLEXSTEEL INDUSTRIES, INC., UPHOLSTERY DIVISION, Dubuque, Iowa hereinafter designated as the Employer and TEAMSTERS LOCAL UNION NO 120, affiliate of I.B. of T., Dubuque, Iowa hereinafter designated as the Union. WITNESSETH: Now, therefore, in consideration of the promises of mutual covenants and agreements of the parties hereinafter set forth, the parties do hereby agree as follows:

ARTICLE 1 - PARTIES TO THE AGREEMENT

SECTION 1

The Employer consists of Flexsteel Industries, Inc., Upholstery Division, Dubuque, Iowa

SECTION 2

The Union consists of Teamsters Local Union No 120, affiliate of the I.B. of T., C., W. & H., of A

SECTION 3

This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. Corporate reorganizations by the employer, occurring during the term of this agreement, shall not relieve the employer of the obligations of this agreement during its term

ARTICLE 2 - COVERAGE

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.

ARTICLE 3 - RECOGNITION

SECTION 1

The employer recognizes and acknowledges that Local 120 is the exclusive representative of the employees employed as drivers, yardbird driver, mechanics and loaders who are employed at Flexsteel's Dubuque, Iowa plant.

SECTION 2: Probationary Employees

- A. A probationary employee shall work under the provisions of this Agreement, but shall be employed on a 30 calendar day trial basis. The number of work days scheduled, but missed by the probationary employee, shall extend the probationary period by the same number of days. Any driver having an accident during their probationary period shall automatically have their probationary period extended an additional thirty (30) calendar days.

Contributions to the Health and Welfare and Pension funds will be made for each employee who has been on the payroll thirty days or more, notwithstanding, the probationary

ARTICLE 34 - PENSION FUND, PLAN 18

Section 1

Effective April 1, 2012 the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$259.00 per week, and effective March 31, 2013 the sum of \$269.40 per week, and effective March 30, 2014 the sum of \$280.20 per week for each employee covered by this Agreement who has been on the payroll 30 days or more.

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 twelve (12) months.

Section 4

If an employee is granted a leave of absence, and wishes to continue this benefit, 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 35 - PAID-FOR TIME AND LAYOVERS

Where a driver is required to lay over away from his/her home terminal, lay-over pay shall commence following the sixteenth (16th) hour after the end of the run. If the driver is held over after the sixteenth (16th) hour, he/she shall be guaranteed two (2) hours pay in any event, for lay-over time up to the 18th hour. If held over more than two (2) hours, he/she shall receive layover pay for each hour held over up to eight (8) hours in the first twenty-four (24) hours of layover period. If he/she is held over more than two hours, he/she shall receive layover pay for each hour held over up to eight (8) hours in the first twenty-two (22) hours of layover period, commencing after the run ends. This pay shall be in addition to the pay to which the employee is entitled, if he/she is put to work at any time within the twenty-two (22) hours after the run ends. The same principle shall apply to each succeeding eighteen (18) hours, and lay-over pay shall commence after the tenth (10) hour.

Employees shall receive a meal allowance each time they are held at the seventeenth (17th) hour of the first lay-over period, after the tenth (10th) hour on subsequent layovers after the first, and when on compensable layover on Sundays and holidays. No more than three meals will be allowed during any twenty-four hour period. No more than three meals will be allowed during any twenty-four hour period. Each meal allowance will increase twenty-five cents (.25) each contract year. All receipts must be provided to be eligible for reimbursement.

Contract Modification

Georgetown Logistics Inc, formerly Flint Recycling, formerly Laro Coal & Iron and Teamsters Local 332, Affiliated with the International Brotherhood of Teamsters have modified the CBA for a three (3) year term beginning January 2, 2014 through January 1, 2017. All conditions will remain the same with the following exceptions:

Article 1, Section 2 Add at the end of the paragraph: No provision of this Article shall apply to the extent that it may be prohibited by State Law.

The parties agree that the Employer will pay the following weekly contributions to the Central States Southeast and Southwest Health and Welfare and Pension Funds:

Effective January 2, 2014	\$45.70
Effective January 1, 2015	\$47.50
Effective January 1, 2016	\$49.40

Further, the Union employees will receive a fifty (50) cent per hour raise on the contract anniversary each year of the three (3) year extension.

Effective January 2, 2014	\$16.50
Effective January 1, 2015	\$17.00
Effective January 1, 2016	\$17.50

FOR THE COMPANY

~~Flint Recycling~~

Redacted by U.S. Treasury

Peter Sinclair
President

27 Jan 2014
Date

FOR THE UNION

Teamsters Local 332,
Affiliated with the International
Brotherhood of Teamsters.

Redacted by U.S. Treasury

Nina Bugoe
President

1-14-14
Date

Redacted by U.S. Treasury

~~Flint Recycling~~
Negotiating Business Agent

1-10-14 **RECEIVED**
Date

JAN 31 2014

CONTRACT
DEPARTMENT

Local Rider
Between
Flint Rail Service
And
Teamsters Local Union No. 332
Affiliated with the
International Brotherhood of Teamsters
Flint, Michigan

Flint Rail Service, LLC and / or its successors, hereinafter, referred to as the
"Company" and Teamsters Union Local No. 332 an Affiliate of the
International Brotherhood of Teamsters, hereinafter, referred to as the
"Union", hereby agree to be bound by the terms and conditions of this
"Local Rider", which is supplemental to the "National Master Automobile
Transporters Agreement" and the "Central and Southern Conference Areas
Supplemental Agreement" hereto:

Further, this "Local Rider" shall be applicable to the Company's Yard
Employees working at its facilities in Flint, Michigan, from the date of
signing until August 31, 2015.

RECEIVED

APR 08 2014

CONTRACT
DEPARTMENT

(1)

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FLINT WELDING SUPPLY COMPANY

AND

TEAMSTERS LOCAL 332, AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

FLINT, MICHIGAN

EFFECTIVE DATES

March 30, 2014 --- March 29, 2017

RECEIVED

MAY 12 2014

CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of November, 2010 by and between FLINT WELDING SUPPLY COMPANY, located at 2201 Branch Rd. Flint, Michigan, party of the first part, and hereinafter termed the Employer, and Teamsters Local 332, Affiliated with the International Brotherhood of Teamsters, located at 1502 S. Dort Highway, Flint, Michigan party of the second part, hereinafter call 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 for 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 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 shall apply to all employees in the classifications of work set forth herein and shall cover all accretion 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 an appropriate bargaining unit designate, as evidenced through a card check, the Union as their bargaining representative.

Section 2 All present and future employees covered by this Agreement shall be required as a condition of employment to pay either such periodic dues and initiation fees established by the Union to maintain and continue membership in good standing in the Union or pay such other amounts in lieu of such periodic dues and initiation fees necessary to maintain financial core membership as may be required by applicable law not later than either the thirty-first day following the beginning of their employment or the thirty-first day following the effective date of this clause, whichever is later. No provision of this Article shall apply to the extent that it may be prohibited by State Law.

Section 3 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 4 The Employer agrees to deduct from the pay of each employee the applicable dues fees required under Article I, Section 2 on the first pay period of each month 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 Employer authorizations, signed by such employee, allowing such deductions and payments to the Union. Initiation fees, Cost of Transfer and arrearages will be deducted on the third pay period at the rate of \$20 per month until member is current. Payment will be made to Union within seven (7) days of the deductions for both processes. The Union agrees to indemnify and hold the Company harmless for any action taken pursuant to the Article.

ARTICLE 15
HEALTH AND WELFARE AND PENSION

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund, for full time employees covered by this Agreement who are on the regular seniority list, and works or is compensated for any portion of the contribution week will receive the S.O.A. Plan with Cancer Rider effective November 1, 2004.

Effective March 30, 2014 through March 29, 2017 all full time employees will opt for Key I Medical Plan (Plan 758) with \$30,000 in Death and A.D. Benefits and \$250.00 Weekly Disability Benefits or SOA Medical Plan (Plan 761) unless otherwise specified in Schedule "A" attachment with a contribution of:

Key 1 (Plan 758)	Effective March 30, 2014	\$382.35
	Effective March 29, 2015	\$402.95
	Effective April 03, 2016	\$420.10
SOA (Plan 761)	Effective March 30, 2014	\$355.05
	Effective March 29, 2015	\$375.45
	Effective April 03, 2016	\$390.45

All payments into the Welfare Fund must be made within fifteen (15) days from the end of each calendar month to Bank One, which bank has been made depository for the Michigan Conference of Teamsters Welfare Fund. The contributions shall be made for the period of paid vacations, when an employee is an active employee during the time of vacation, and weeks when work is performed for the Employer but not under the provision of this contract.

Employees who work either temporarily, casual, or in cases of emergency, or absenteeism replacements, under the terms of this contract shall not be covered by the provisions of this Article. If an employee is absent because of documented extended (greater than seven (7) calendar days), 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 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. 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 contribution to the Health and Welfare Fund in accordance with the rules, the Local Union shall give 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. It is agreed that the Health and Welfare Fund will be administered by the Union and the Company in compliance with all applicable laws and regulations of both State and Federal. Retirees between the ages of fifty-seven (57) and sixty-five (65) premiums are to be paid by the Employer consistent with the same coverage offered by the Teamsters Plan, however, when the employee reaches sixty-five (65) years of age all payments made on behalf of the employee will stop to both the employee and his family.

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 regular seniority list unless otherwise specified in Schedule "A" attached, a contribution of:

Effective November 1, 2014	\$153.40
Effective November 1, 2015	\$159.50
Effective November 1, 2016	\$165.90

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.

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 the 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 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 twelve (12) months.

In those instances where the Employer is involved in an "owner-operators" arrangement, there shall be no deduction from the equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare and Pension Funds, regardless of the manner of computations of owner-driver compensation.

Notwithstanding anything herein contained, it is agreed that in the event any employer is delinquent at the end of a monthly period in the payment of its 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 Local Union the 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 Employer and Union in compliance with all applicable laws and regulations, both State and Federal.

By execution of this Agreement, the Employer authorizes the Employers Associations who are signatories to collective bargaining agreements with Teamster Unions containing similar provisions, to 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

FLOYD'S RIGGING & MACHINERY MOVERS

AND

TRUCK DRIVERS & HELPERS Union Local 164

Affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

EFFECTIVE 05/01/08 - 04/30/2012
(MIDNIGHT)

RECEIVED

FEB 09 2009

**CONTRACT
DEPARTMENT**

THIS AGREEMENT; made and entered into this 1st day of May, 2008 by and between FLOYD'S RIGGING AND MACHINERY MOVERS, located in Adrian, Michigan, a company in the building and construction industry utilizing cranes, fork lifts and gantry equipment in the on site installation, relocation and transportation of buildings, building materials, heavy equipment and machinery that is incorporated into buildings and construction sites, party of the first part, and hereinafter termed the Employer, and TRUCK DRIVERS UNION, Local 164, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, located at 3700 Ann Arbor Road, Jackson, MI 49202, 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 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 the attached Schedule "A".

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 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.

of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance.

ARTICLE 16

HEALTH AND WELFARE AND PENSION

The Employer agrees to pay all premiums into the Michigan Conference of Teamsters Welfare Fund for each employee covered by this Agreement who has been on the payroll ninety 90 days or more, unless otherwise specified, a contribution of:

\$ 249.85 per week effective as of August 1, 2008 - BDN 5B Plan

\$ 271.40 per week effective as of March 29, 2009 - BDN 5B Plan

\$ 292.00 per week effective as of April 4, 2010 - BDN 5B Plan

\$ 293.10 per week effective as of April 3, 2011 - BDN 5B Plan

Weekly payroll contributions will be made by employees on a pre-tax basis to off set the health and welfare benefits set out above. Such contributions shall be as follows:

8-03-08 to 3-29-09	\$ 49.97
3-29-09 to 4-04-10	\$ 54.28
4-04-10 to 4-02-11	\$ 58.40
4-02-11 to 3-31-12	\$ 58.62

The Employer's payment is due by the tenth (10th) of the month following the month of employment. If the payment is not received by the twenty-fifth (25th) of that month, the Employer will be required to pay a twenty percent (20%) assessment subject to adjustment by the Michigan Conference of Teamsters Welfare Fund. The date a payment is received shall be the date the Employer's payment is credited to the Employer's account by the Bank One Michigan Dearborn, Department 77158, P.O. Box 77000, Detroit, Michigan 48277-0158 which Bank has been made depository for the Michigan Conference of Teamsters Welfare Fund. Payments will also be due from the Employer during labor negotiations at the current existing contribution rate.

Contributions to the Health and Welfare Fund must be made for each week worked, receiving compensation on each regular said employee, even though said 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.

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 during the period of absence.

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:

\$36.70 per day (5) day maximum per week effective August 1, 2008
\$39.60 per day (5) day maximum per week effective April 1, 2009
\$42.80 per day (5) day maximum per week effective April 1, 2010
\$46.20 per day (5) day maximum per week effective April 1, 2011

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 Health and Welfare and Pension 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 the 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 twelve (12) months.

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 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 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 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 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, 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 14. 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

LABOR AGREEMENT

Between

FOREMOST FARMS USA
NORTHERN AREA FIELDMEN

and

GENERAL TEAMSTERS UNION
LOCAL 662
Mosinee, Wisconsin

For the Period

November 1, 2011 through October 31, **2016**

RECEIVED

SEP 14 2011

COMMUNITY
DEPARTMENT

Foremost Farms USA
Northern Area Fieldmen
Barron and Clayton, Wisconsin

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 FOREMOST FARMS USA, Baraboo, Wisconsin, for the NORTHERN AREA FIELDMEN, hereinafter referred to as the "Employer", its successors and assigns.

ARTICLE 1

SCOPE OF AGREEMENT

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 this Agreement.

Section 2. Non-Covered Units. This Agreement shall not be applicable to those operations of the Employer where the employees are covered by a collective bargaining agreement with a union not signatory to this Agreement or to those employees who have not designated this Union as their collective bargaining agent. At such time as a majority of such employees in an appropriate bargaining unit of the Employer designate, as evidenced by a card check or authorization signed to this Union or by appropriate Board certification, that this Union is their collective bargaining agent, they shall automatically be covered by this Agreement.

ARTICLE 2

RECOGNITION, UNION SHOP, CHECKOFF and DRIVE

Section 1. 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

ARTICLE 25

PENSION

Section 1. Effective ~~November 1, 2011~~ the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of ~~\$102.50~~ per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Subsequent yearly rates shall be:

Year 2	\$107.60 /week
Year 3	\$111.90 /week
Year 4	\$116.40 /week
Year 5	\$121.10 /week

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

By the execution of this Agreement, the 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 twelve (12) months. If an employee is granted a Leave of Absence, the employee shall 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 fees and cost of collection.

Section 2. The Employer agrees to continue to offer a 401(k) plan with voluntary participation. There will be no matching contributions by the Company. The Union will be notified of any significant changes to the plan prior to implementation.

ARTICLE 26

HEALTH AND SAFETY PROTECTION

In the event that safety equipment of any kind is required by law, regulation or Employer directive, it shall be provided at the expense of the Employer. The Union shall not be responsible for any violation of safety statutes or regulations. The parties agree that employees who are members of the Union are not agents of the Union. All safety apparel and protective clothing shall be furnished by the Employer. These items include, but are not limited to the following: safety shoes, hats, gloves, glasses, clothing, masks, aprons, tools and tool guards.

The Employer shall not discharge or discipline any employee who signs a complaint, or requests an investigation of what the employee believes to be an unsafe employment condition, nor shall the Employer discharge or discipline an employee who gives evidence to support any such complaint or investigation or by any manner or means seeks to achieve compliance with Federal or State safety statutes, standards or regulations.

ARTICLE 27

TERMINATION

Section 1. THIS AGREEMENT shall be in full force and effect from November 1, 2011, TO AND INCLUDING October 31, 2016, and shall

Labor Agreement

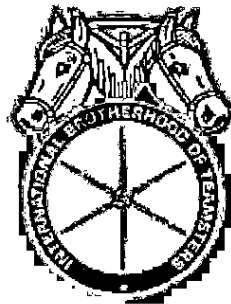
Between

Foremost Farms USA
Clayton, Wisconsin



and

General Teamsters Union
Local 662
Mosinee, Wisconsin



September 1, 2014 through August 31, 2017

RECEIVED

JAN 23 2015

**CONTRACT
DEPARTMENT**

Foremost Farms USA
Baraboo, Wisconsin, for the Clayton, Wisconsin Plant
09-01-2014 through 8-31-2017

AGREEMENT

THIS AGREEMENT, made and entered into by and between TEAMSTERS GENERAL UNION, LOCAL 662, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", and FOREMOST FARMS USA, Baraboo, Wisconsin, for its plant at Clayton, Wisconsin, hereinafter referred to as the "Employer", its successors and assigns.

ARTICLE 1

RECOGNITION

Section 1.01. The Employer agrees to recognize the Union as the sole collective bargaining agency in all matters pertaining to wages, hours, and other conditions of employment for all hourly paid Production and Maintenance employees of the Employer's plant at Clayton, Wisconsin, excluding clerical employees, supervisors and guards as defined in the National Labor Relations Act.

Section 1.02. 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 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 calendar day following the beginning of their employment or on and after the 31st calendar day following the effective date of this 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.

Section 1.03. Checkoff. The Employer agrees to deduct from the

support of its demands notwithstanding any provisions in this Agreement to the contrary.

ARTICLE 17

PENSION PLAN

This Agreement is to cover pensions for all of the above Employer's regular employees represented by Local Union 662 in its jurisdiction at the Employer's Clayton, Wisconsin plant, which employees are covered under a Collective Bargaining Agreement. The Employer agrees to increase its contribution, effective April 27, 2015.

<u>04/25/2014</u>	<u>04/27/2015</u>	<u>04/27/2016</u>	<u>04/27/2017</u>
\$151.90	\$161.00	\$170.70	\$177.50

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 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 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.

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 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 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 either the Local Union, the Area Conference or the Trustees. Employers who are delinquent must also pay all attorney fees and cost of collection.

401 K Plan. Effective January 1, 1995, all employees will be offered the opportunity to participate in the Employer's 401 K Plan. There will be no matching contribution provided by the Employer.

If the Company establishes automatic enrollment of new hires into the Company's 401(k) plan, employees so enrolled will have the opportunity to Opt-Out prior to or following automatic enrollment by completing an un-enroll form.

ARTICLE 18

DISCHARGE

Section 18.01. The Employer will not discharge nor suspend any employee without just cause, but in respect to discharge or suspension will give at least one (1) warning notice of the complaint against the employee to the employee in writing, with a copy of same to the Union and to the Union Steward(s). The complaint shall be specific as to the offense committed and there shall be no discipline unless the employee again commits the same specific offense within the warning notice period, provided the complaint is serious enough to warrant any discipline. No warning notice need be given before an employee is discharged or suspended if the offense is theft, dishonesty, drunkenness, drinking, possessing or using illegal substances, willful destruction of property, fighting or other willful acts affecting the health and welfare of fellow employees, plant facilities, or equipment, or other just cause. All such offenses must occur on Company premises.

LABOR AGREEMENT

between

FOREMOST FARMS, USA

Appleton Cheese 41/ Marshfield Plants/Appleton 81 Plants



and

GENERAL TEAMSTERS UNION Local 662



January 1, 2014 through December 31, 2016

RECEIVED

APR 08 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement made and entered into between Foremost Farms USA, Cooperative, hereinafter referred to as the "Employer" and Wisconsin Teamsters Joint Council No. 39 as a single bargaining unit, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE 1 - SCOPE OF AGREEMENT

Section 1.1 This Agreement covers all employees of the Employer employed at its Appleton Cheese 41, Marshfield and Appleton 81, Wisconsin, operations except office employees, field persons, milk component analysts, and supervisors as defined in the Act.

ARTICLE 2- RECOGNITION AND NON-DISCRIMINATION

Section 2.1. The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees as set forth in Article 1 above.

Section 2.2 Should a majority of the employees in any of the Employer's Plant operations in the State of Wisconsin not now represented by a Local Union affiliated with the Wisconsin Teamsters Joint Council #39 designate any such Local Union as their collective bargaining agent, they shall immediately be covered by all terms and conditions of this Agreement, except as otherwise mutually agreed, and such Local Union shall become a party to same.

Section 2.3 The Employer 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 age, race, handicap/disability, 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.

Section 2.4 Any use of the masculine gender in this document shall be interpreted as either masculine or feminine.

Section 2.5 Drive Language. 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.

absence or vacation.

ARTICLE 40- PENSION

Section 40.1 Employer shall make the following contributions 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) days or more.

The parties agree to implement the pension increases required beginning with \$204.70 effective May 1, 2014; \$217.00 effective May 1, 2015; \$225.70 effective May 1, 2016.

Section 40.2 If an employee is absent because of illness or injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for the period of such absence up to a maximum of one-hundred and four (104) weeks, and further provided, that the employee is under the regular care of a legally qualified physician or surgeon during this period of absence. If an employee is granted a leave of absence, the Employer shall collect from said employee, sufficient monies to pay the required contribution into the Pension Fund during the period of absence.

Section 40.3 The Pension contributions required under paragraph 2 of this Article will not be required unless such absence and lack of payments therefore affect the employees service credits or coverage for pension benefits, provided however, in the event such one-hundred and four (104) weeks of contributions are not made, the first four (4) weeks of such absence will be paid by the Employer.

Section 40.4 By the execution of this Agreement the Employer authorizes the Employer Associations who are parties to said Fund to enter into appropriate Trust Agreements necessary for the administration of said Fund, and to designate the Employer Trustees of said 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 40.5 With respect to seasonal employees, the parties agree that in the event that an individual on a seasonal basis works one thousand (1000) hours or more in a twelve (12) month period, commencing on or after February 1, 1999, they will be considered a regular employee solely for purposes of participation in the Central States Pension Fund and all hours worked by the employee 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 40.6 Action for delinquent contributions may be instituted by either the Local Union or the Trustees. Employers who are delinquent must pay all attorney fees and costs of collections.

LABOR AGREEMENT

between

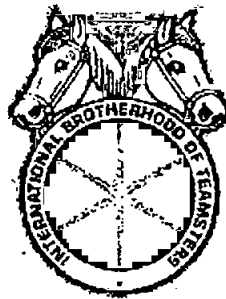
FOREMOST FARMS, USA

Rothschild/Plover Production



and

GENERAL TEAMSTERS UNION Local 662



February 1, 2014 through January 31, 2017

RECEIVED

APR 08 2014

**CONTRACT
DEPARTMENT**

PLANT AGREEMENT

Foremost Farms USA, its successors and assigns, hereinafter referred to as the "Employer" and Joint Council No. 39 and Local Union 662, as a single bargaining unit, 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 - REPRESENTATION

SECTION 1.1 The Union shall be the sole representative of all employees for the purpose of collective bargaining with the Employer, excepting all employees in a supervisory capacity, including non-working foremen, Engineers, Laboratory Technicians, Fieldmen, and Clerical Workers employed at the Employer's Wisconsin Plants.

SECTION 1.2 Should a majority of the employees in any of the Employer's plant operations in the State of Wisconsin not represented by a Local Union affiliated with Wisconsin Teamsters Joint Council No. 39 designate any such Local Union as their collective bargaining agent they shall immediately be covered by all terms and conditions of this Agreement.

ARTICLE 2 - UNION SECURITY

SECTION 2.1 The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer in those classifications of employees covered by this Agreement and listed in Article 1.

SECTION 2.2(A) 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

ARTICLE 23 - FUNERAL LEAVE

SECTION 23.1 In the case of death in the immediate family of a regular employee (children, grandchildren, parents, sister or brother, mother-in-law or father-in-law), the employee will be paid for the scheduled time lost from the day of death up to and including the day after the funeral, but not to exceed three (3) scheduled work days at his/her regular straight time hourly rate and not to exceed eight (8) hours per day. In case of death of an employee's spouse or dependent child, the employee shall be allowed time off with pay beginning with the date of death, but not to exceed five (5) work days at his/her regular straight time hourly rate not to exceed eight (8) hours per day. Said five (5) work days need not be consecutive.

SECTION 23.2 In the case of the death of the employee's grandparents, step-parents or step-child, the employee shall be given two (2) days off. In the case of the death of the employee's brother-in-law or sister-in-law, or spouse's grandparents, son-in-law or daughter-in-law, the employee shall be given the paid funeral leave for the day of the funeral, provided the employee was scheduled to work and attends the funeral.

SECTION 23.3 No funeral leave will be paid to any employee while on vacation, sick leave, layoff, or any other leave of absence, with or without pay.

ARTICLE 24 - INSPECTION PRIVILEGES

SECTION 24.1 Authorized agents of the Union desiring access to the Employer's establishment during working hours for the purpose of investigating grievances, posting notices, collection of dues and ascertaining the Agreement is being adhered to, shall first obtain consent from the Plant Manager, or in his/her absence, the supervisor in charge. Such consent shall not be unreasonably withheld.

ARTICLE 25 - PENSION

SECTION 25.1(A) The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund effective February 1, 2014,

two hundred nine dollars and twenty cents (\$209.20) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective February 1, 2015, this weekly contribution shall be increased to two hundred-seventeen dollars and sixty cents (\$217.60) per week. Effective February 1, 2016, this weekly contribution shall be increased to two hundred twenty-six dollars and thirty cents (\$226.30) per week.

SECTION 25.1(B) This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement.

SECTION 25.2 By the execution of this Agreement, the Employer binds himself and becomes party to the Trust Agreement establishing the Central States, Southeast and Southwest Areas Pension Fund and authorizes the Employer parties thereto to designate the Employer Trustees as provided under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

SECTION 25.3 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 twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, sufficient monies to pay the required contribution into the Pension Fund during the period of absence.

SECTION 25.4 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 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.

SECTION 25.5 Action for delinquent contributions may be instituted by either the Local Union or the Trustees. Employers who are delinquent must pay all attorney fees and costs of collection.

ARTICLE 26 - JURY DUTY

SECTION 26.1 Time spent for jury duty or subpoenaed to State or Federal Court for witness duty shall be considered as time worked up to a maximum of eight (8) hours each scheduled work day. Employees are to be paid the difference between their regular earnings and juror's fees, or witness fees, provided they have completed their probationary period.

ARTICLE 27 - 401(K) SAVINGS PLAN/FLEX 125 CAFETERIA PLAN

SECTION 27.1 The Employer shall provide a 401(K) Savings Plan and a Flex 125 Cafeteria Plan for all union members. Participation is voluntary.

SECTION 27.2 If the Company establishes automatic enrollment of new hires into the Company's 401(k) plan, employees so enrolled will have the opportunity to Opt-Out prior to or following automatic enrollment by completing an un-enroll form.

ARTICLE 28 - MANAGEMENT RIGHTS

SECTION 28.1 Except as otherwise provided in this Agreement or by established past practice, the Company retains all the rights and functions of management that it has by law.

ARTICLE 29 - ABSENCE POLICY

SECTION 29.1 Unexcused absences of four (4) hours or more beginning on and after May 25, 2011, whether one or more consecutive work days, will generally be considered one (1) occurrence.

An unexcused absence is defined as time away from work that is not scheduled in advance and approved by management. Generally, to be considered scheduled in advance, an absence must be scheduled at least

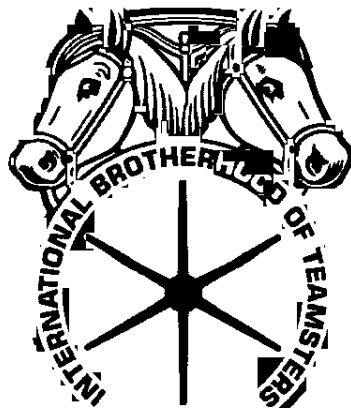
AGREEMENT

between



and

TEAMSTERS UNION LOCAL NO. 695



January 1, 2011 through December 31, 2015

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January, 2011, by and between **DRIVERS, SALESMEN, WAREHOUSEMEN, MILK PROCESSORS, CANNERY, DAIRY EMPLOYEES AND HELPERS UNION LOCAL NO. 695**, affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, hereinafter referred to as the "Union," and **FOREMOST FARMS USA, SPARTA PLANT**, hereinafter referred to as the "Employer."

ARTICLE 1 — RECOGNITION

- 1.01** The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all production and maintenance employees including truck drivers, excluding office clerical, guards and supervisors as defined in the Act.
- 1.02** 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 their membership in the Union.

ARTICLE 2 — UNION SECURITY AND DUES CHECK-OFF

- 2.01** All present employees who are members of the Local Union on the effective date of this Agreement shall remain members of the Local Union 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 of the Local Union as a condition of employment on and after the thirtieth (30th) day following the effective date of this Agreement.
- 2.02** 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 having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deductions shall be made which are prohibited by applicable law.
- 2.03 DRIVE.** 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

- 31.12** The Company will offer employees a voluntary Vision plan which will be available as soon after ratification as is practical. Employee participants will pay one hundred percent (100%) of the cost. The Company is making one (1) vision plan available for bargaining unit and non-bargaining unit employees. As such, future availability of a Vision plan, plan design, cost, provider, etc. will be determined solely by the Company.

ARTICLE 32 — PENSION

- 32.01** Effective on the dates listed below, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the following sum for each employee covered by this Agreement who has been on the payroll ninety (90) days or more:

May 1, 2011 — \$95.30/week
April 29, 2012 — \$102.90/week
April 28, 2013 — \$109.10/week
April 27, 2014 — \$115.70/week
April 26, 2015 — \$122.60/week

- 32.02** 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.
- 32.03** 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.
- 32.04** 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.

32.05 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 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.

32.06 Within sixty (60) days following ratification of this Agreement, the Company will implement the Foremost Farms USA 401(k) Savings Plan for Union employees. The Plan will include matching Company contributions equal to one-quarter percent (1/4%) for every one percent (1%) employee contribution, up to a maximum Company contribution of one and one-half percent (1-1/2%). Employees may contribute up to fifteen percent (15%) of earnings subject to IRS and Plan provisions.

Assuming an hourly pay rate of Twelve Dollars and Ninety Cents (\$12.90) per hour and forty (40) hours straight time pay per week (2,080 hours per year), the following employee/Employer contributions would be made for a one (1) year period of time as follows:

Annual Pay	Employee % Contribution	Employee \$ Contribution	Company % Contribution	Company \$ Contribution
\$26,832.00	4%	\$1,073.28	1%	\$268.32
\$26,832.00	6%	\$1,609.92	1-1/2%	\$402.48
\$26,832.00	10%	\$2,683.20	1-1/2%	\$402.48
\$26,832.00	15%	\$4,024.80	1-1/2%	\$402.48

If the Company establishes automatic enrollment of new hires into the Company's 401(k) plan, employees so enrolled will have the opportunity to Opt-Out prior to or following automatic enrollment by completing an un-enroll form.

ARTICLE 33 — SAVINGS CLAUSE, RE: WAGE FREEZE

33.01 If any proposal submitted by the Union, if granted, may not be put into effect because of applicable legislation, executive order 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

AGREEMENT

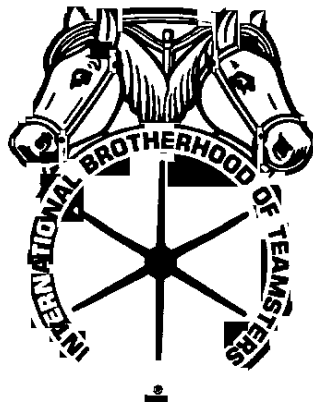
between



(Reedsburg, Wisconsin)

and

TEAMSTERS UNION LOCAL NO. 695



RECEIVED

JAN 29 2013

**CONTRACT
DEPARTMENT**

September 1, 2012 through August 31, 2016

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September, 2012, by and between **DRIVERS, SALESMEN, WAREHOUSEMEN, MILK PROCESSORS, CANNERY, DAIRY EMPLOYEES AND HELPERS UNION LOCAL NO. 695**, affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, 1314 North Stoughton Road, Madison, Wisconsin 53714, hereinafter referred to as the "UNION" and **FOREMOST FARMS USA**, P. O. Box 111, Baraboo, Wisconsin 53913-0111, hereinafter referred to as the "COMPANY" or "EMPLOYER".

ARTICLE 1. COVERAGE, RECOGNITION

Section 1. This Agreement covers and relates only to the employees of the Company working at the Reedsburg, Wisconsin plant.

Section 2. The term "employees" as used in this Agreement shall include all production employees unless specifically excluded elsewhere herein.

Section 3. The Company recognizes the Union as the sole bargaining agent for all employees covered hereby.

Section 4. It is specifically understood and agreed that the provisions of this Agreement do not apply to office employees, plant managers, field men, plant superintendents, laboratory operators, or any employees who may have the authority to hire or discharge.

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, or discriminate against any of its employees in connection with their membership in the Union.

Section 6. When filling part-time janitors positions, the Company will post the job (using the normal posting procedure) for interested Union employees currently employed. If there are no successful bidders, the Company will fill the position from any source. If the position becomes full-time (consistently 40 hours or more per week), the parties agree to meet to negotiate time and other working conditions.

ARTICLE 2. UNION SECURITY

Section 1. The Company has the privilege of employing all new employees; after thirty (30) days of employment, an employee shall become a member of the Union and remain a member during the term of this Agreement.

ARTICLE 31. TIME OFF PERIODS

Section 1. Each employee working an eight (8) hour shift will receive three (3) ten (10) minute paid lunch/rest breaks. Employees are not required to punch out for breaks. All plant specific past practices will be maintained.

ARTICLE 32. PENSION

Section 1. The Company agrees to continue to contribute to the Central States, Southeast and Southwest Areas Pension Plan as follows, in accordance with the primary schedule:

Effective December 28, 2012, One Hundred Eighty-Two Dollars and Twenty Cents (\$182.20) per week;

Effective December 28, 2013, One Hundred Ninety-Three Dollars and Ten Cents (\$193.10) per week;

Effective December 28, 2014, Two Hundred Four Dollars and Seventy Cents (\$204.70) per week;

Effective December 28, 2015, Two Hundred Seventeen Dollars (\$217.00) per week.

Section 2. If an employee is absent because of illness or injury, and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks.

Section 3. If an employee is injured on the job, the Company shall continue contributions until such employee returns to work, for a maximum of not more than six (6) months. If an employee is granted a leave of absence, the Company shall collect from such employee, prior to the leave of absence, sufficient money to pay the required contributions during the period of absence.

Section 4. The Company 401K retirement plan is available to all employees at Reedsburg for their use. This plan would allow employee contributions only. There will be no matching contributions by the Company. If the Company establishes automatic enrollment of new hires into the Company's 401(k) plan, employees so enrolled will have the opportunity to Opt-Out prior to or following automatic enrollment by completing an un-enroll form.

FOREMOST FARMS USA
ACCOUNT NO.: 2837000-0109-00695-B

LETTER OF UNDERSTANDING AND AGREEMENT

Contributions will be remitted to the Central States Pension Fund on behalf of any employee, other than a temporary or extra 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.

The employment of temporary or extra employees shall be permitted for a period not to exceed ninety (90) calendar days in a calendar year.

FOREMOST FARMS USA

Redacted by U.S. Treasury

By:

Title: DIRECTOR LABOR RELATIONS - HR

Date: 7/16/13

LOCAL UNION NO. 695

Redacted by U.S. Treasury

By:

Title: Business Agent

Date: 7-16-2013

AGREEMENT BETWEEN

TEAMSTERS "GENERAL" LOCAL UNION NO.200



AND

FORRER BUSINESS INTERIORS, INC.

July 01, 2013 – June 30, 2017

RECEIVED

OCT 17 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement is made and entered into by and between FORRER BUSINESS INTERIORS, INC., Milwaukee, Wisconsin, hereinafter referred to as the "Employer," and the TEAMSTERS "GENERAL" LOCAL UNION NO.200, Milwaukee, Wisconsin, 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, working hours and working conditions among the members of the Union, and concerns individuals and corporations hiring and employing Employees (as defined in this Agreement), and to facilitate a peaceful adjustment of all grievances and disputes which may arise from time-to-time between the Employer and its Employees, the following conditions are set forth:

ARTICLE 1

Union Shop

Section 1. All present Employees who are members of the Union on the effective date of this Agreement shall remain members 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 of the Union, as a condition of employment as an Employee, on and after the 31 day following the beginning of their employment or the effective date of this Agreement, 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 law but not retroactively.

An Employee who has failed to acquire or maintain membership in the Union as herein provided shall be terminated by the Employer upon seventy-two (72) hours' notice from an authorized representative of the Union that membership has been and is continued to be offered to the Employee on the same basis as all other members and that the Employee has had notice and opportunity to make all required payments of dues and initiation fees to the extent that such payments may be required by law, and that the Employee has failed to make such payments.

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, on 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 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. By agreeing to process these deductions, the

election, the parties agree to meet to discuss the disposition of any significant savings to the Employer.

Section 5. The Employer agrees to implement a Section 125 Plan that would permit Employees to pay their portion of health insurance premiums on a pre-tax basis. In addition, the 125 Plan will include a Flexible Spending Account (FSA) that allows Employees to set money aside, tax free, for uncovered deductibles, co-payments and medications.

ARTICLE 11

Pension

Section 1. The Employer shall contribute to the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, for Class 16(c) benefits, the following rates per week for each full-time regular Employee covered by this Agreement who has been on the payroll thirty (30) days or more:

effective 04/28/14	-	\$140.20
effective 04/28/15	-	\$148.60
effective 04/28/16	-	\$154.50
effective 04/28/17	-	\$160.70

Section 2. By the execution of this Agreement, the Employer authorizes the Employers' Associations who participate in the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS 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 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 its required contribution for a period of four (4) weeks. If an Employee is injured on the job, the Employer shall continue to pay its 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 moneys to pay the required contributions into the Pension Fund during the period of absence.

Section 4. The Employer shall provide the Employees an opportunity to contribute to the Teamsters 401(k) plan.

Section 5. The parties agree that the Employer will have the right to reopen this Pension Article (Article 11) for negotiations should the Pension Fund, at any time during the term of the

Contract, provide notice of it's intent to raise pension fund contribution rates above those rates set-forth in Section 1 of this Article 11.

ARTICLE 12

Vacations

Section 1. All Employees who have been on the payroll of the Employer for fifty-two (52) weeks by December 31st of any year shall be given two (2) weeks' vacation with pay. Effective December 31, 1995, all full-time Employees who have been employed full-time for more than three (3) months but less than twelve (12) months by December 31st of any year will be entitled to one (1) week (forty (40) straight-time hours) of vacation. A full-time Employee who has been employed as such for the entire calendar year will be entitled on December 31st to two (2) weeks (ten (10) working days) of paid vacation. An Employee who has less than three (3) months of full-time employment on December 31st will not be eligible for any vacation. All Employees who have eight (8) years of service by December 31st of any year shall be given three (3) weeks' vacation with pay; after fourteen (14) years of service by December 31st of any year Employees shall be given four (4) weeks' vacation with pay; after nineteen (19) years of service by December 31st of any year Employees shall be given five (5) weeks' vacation with pay; after twenty-five (25) years of service by December 31st of any year Employees shall be given six (6) weeks' vacation with pay. To be eligible for such vacation pay, an Employee must be on the Employer's active payroll or on layoff on December 31st and have worked at least one thousand (1,000) hours (or, in the case of an Employee who has been employed for more than three (3) but fewer than twelve (12) months by December 31st of any year, at least five hundred twenty (520) hours) during the preceding fifty-two (52) weeks (including hours not actually worked on holidays, vacation days, sick days, and funeral leave days). Notwithstanding the foregoing, Employees will be paid their pro-rated, earned but unused vacation upon the termination of their employment.

Section 2. Employees will be given vacation according to seniority rights and may choose any week they wish from January 1st through December 31st, providing that week has not already been chosen, unless such scheduling would in the Employer's judgment cause a hardship. Employees shall have from Jan. 1st to Feb. 15th of each year to provide their vacation selection preferences for consideration on a seniority basis, after which period, subsequent selections shall be on a first-come-first-served basis. Vacation may be taken in increments of one (1) or more days. Vacations of less than three (3) days may be taken, provided that the Employee gives at least two (2) days notice of his or her intent to take vacation in such increments. All other vacation requests require one (1) week advance notice. These vacation notification requirements may be waived at the Employer's discretion.

Section 3. No more than fifteen percent (15%) of the bargaining unit may be on vacation at one time. Fractions will be rounded to the nearest whole number.

FRANKLIN FOODS
ACCOUNT NO.: 2871500-0107-00346-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 (cba) after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. The full weekly contribution (no pro-rating) will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

In the event that any part-time employee (meaning short term employees whose employment is uncertain or irregular and for a limited or temporary purpose) 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 full-time employees.

FRANKLIN FOODS

Redacted by U.S. Treasury

By: _____

Title: Regional Mgr

Date: 11/4/10

LOCAL UNION NO. 346

Redacted by U.S. Treasury

By: _____

Title: BH

Date: 11-4-10

AGREEMENT

By and Between

**FRANKLIN FOODS
1925 West First Street
Duluth, MN 55806**

and

**TEAMSTERS GENERAL LOCAL UNION NO. 346
Duluth, Minnesota**

**January 1, 2013
through
December 31, 2016**

RECEIVED

FEB 07 2013

**CONTRACT
DEPARTMENT**

ARTICLES OF AGREEMENT

These Articles of Agreement are made and entered into by and between Franklin Foods of Duluth, Minnesota, hereinafter called the Employer, and Teamsters General Local Union No. 346, a voluntary organization hereinafter called the Union.

WITNESSETH

In consideration of the mutual agreement herein contained, the parties hereto agree as follows:

ARTICLE 1.

RECOGNITION: The Employer recognizes the Union as the sole bargaining agent for all employees engaged in the processing of dairy products. All work presently performed by members of Local Union No. 346 shall continue to be performed only by members working under this Agreement.

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members, and those who are not members on the effective date of this Agreement, shall, on the 31st day following this Agreement, become and remain members in the Union.

Franklin Foods agrees to report any new employee hired to the Union office with the first check-off list submitted after his/her date of hire.

All new employees shall be required to become members of the Union on the 31st day following the initial date of their employment and to maintain such membership as a condition of employment.

The Employer and the Union agree that they will not discriminate against any employee because of race, creed, color, national origin, age or sex.

ARTICLE 2.

MANAGEMENT RIGHTS: It is understood and agreed that the Company has all the customary and usual rights, powers, functions and authority of management.

Any of the rights, powers, functions or authority which the Company has prior to the signing of this Agreement, including those in respect to rates of pay, hours of employment, or conditions of work, are retained by the Company, except as those rights, powers, functions or authority which are specifically abridged or modified by this Agreement.

A&S benefits. Any amount over and above the amounts provided hereafter shall be the responsibility of the employee.

01/01/13	\$935.08 per month
01/01/14	Up to 4% Annual Increase
01/01/15	Up to 4% Annual Increase
01/01/16	Up to 4% Annual Increase

The employee will continue to contribute \$6 per week towards health care coverage. In any of the year(s) health care contributions increase greater than 4%, the Employer agrees to pick up 80% of any increase in excess of 4%. The employee subsequently will be responsible for the 20% in excess of 4%. The funds will be deducted from employee's bi-weekly paychecks.

In the case of an employee who is off work due to illness or injury, the Employer will make the health and welfare contributions for the three (3) calendar months following the month of the employee's last date of work before the injury/illness. In case of compensable illness/injury, payments will be made for the next six calendar months.

ARTICLE 33.

PENSION: The Employer agrees to contribute the following amounts to the Central States Pension Fund. This contribution represents the Class 17(b) benefits.

01/01/13	\$168.70 per week
01/01/14	\$182.20 per week
01/01/15	\$196.80 per week
01/01/16	\$212.50 per week

Pension payments must be made on any employee working any part of a week and they must begin on the 31st day of employment.

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.

In the case of an employee who is off work due to illness or injury, the Employer will make the pension contributions for the three calendar months following the month of the employee's last

date of work before the injury/illness. In case of compensable illness/injury, payments will be made for the next six calendar months.

ARTICLE 34.

DOMICILING: It is understood and agreed that one tractor transport driver will be domiciled in Duluth for the purpose of hauling product from the Kemps plant in Minneapolis to the Franklin Foods plant in Duluth and vice versa.

This commitment will continue during the term of this contract provided there is sufficient work available.

ARTICLE 35.

DELINQUENT PAYMENT: It is agreed between the Company and the Union that upon serving a seventy-two (72) hour notice to the Employer by the Union of failure to make pension or health and welfare payments on employees, the Union shall have the right to institute a strike action against the Employer and shall not be subject to any clause in this contract which limits this type of action, including Article 16 - Grievance and Arbitration.

ARTICLE 36.

SALE OR TRANSFER: In the event of any sale, purchase, merger, consolidation or other transactions involving transfer of ownership of the employer's business, the Employer will inform the Union thereof on or before the date of confirmation of such transactions. In such event employees covered by this Agreement shall be provided employment by the new Employer in accordance with the seniority rights of the employee involved. The seniority rights of all employees covered by this Agreement shall be dovetailed by department except as to employees hired after April 1, 1963, who shall have plant seniority recognized by all members of the Union.

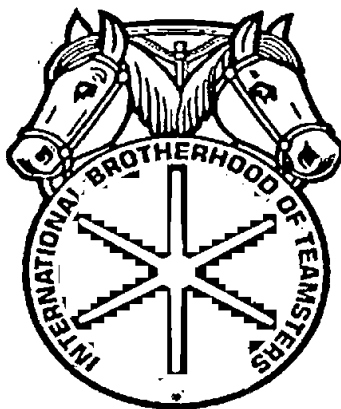
If there is to be a reduction in work force as a result of such transaction, any such reduction shall be in inverse order according to the amount of continuous service of the respective employees with any of the predecessor Employer parties to the transaction, according to seniority by department.

ARTICLE 37.

SEPARABILITY: It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses, and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by

AGREEMENT BETWEEN

TEAMSTERS "GENERAL" LOCAL UNION NO.200



AND

FRANTZ COMPANY

December 31, 2014 – July 31, 2017 **RECEIVED**

JAN 28 2015

CONTRACT
DEPARTMENT

AGREEMENT

This Agreement made and entered into between Frantz Company, Inc., Milwaukee, WI, a Wisconsin Corporation, hereinafter 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."

ARTICLE I

RELATIONSHIP OF PARTIES

Section 1. Recognition and Bargaining Unit. The Company hereby recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, hours and other conditions of employment for all production, maintenance and truck driver employees, excluding office and clerical employees, guards, professional employees and supervisors, as defined in the National Labor Relations Act.

Section 2. Union Membership. All employees in the collective bargaining unit shall be members of the Union and shall remain members of the Union for the duration of this Agreement, as a condition of employment. New employees in the collective bargaining unit shall be required to become members of the Union, as a condition of their continued employment, after working for the Company for thirty (30) days. No Union activity will be conducted in working areas on the Company's premises during working hours, except the handling of grievances as provided in ARTICLE VII, GRIEVANCE PROCEDURE.

Section 3. Dues Check-off. During the term of this Agreement the Company will deduct monthly from the wages of each employee, who authorizes the same in writing, union dues in such amounts as shall be fixed pursuant to the Bylaws of the Union. The total sum deducted during each month shall be remitted to the Union no later than the fifteenth (15th) day of the succeeding month.

Section 4. 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.

MANAGEMENT FUNCTIONS

Section 1. Except as expressly limited in this Agreement, all management functions are reserved exclusively to the Company.

ARTICLE XIV

PENSION

Section 1. Effective August 01, 2014, the Company agrees to contribute to the Pension Fund, for Class 8 benefits, the sum of Forty-four dollars and sixty cents (\$44.60) per week, Forty-seven dollars and Thirty cents (\$47.30) per week effective August 01, 2015 and Forty-nine dollars and twenty cents (\$49.20) per week effective August 01, 2016, for each employee covered by this Agreement who has been on the payroll ninety (90) working days or more. Such payments shall be made into the Central States Southeast and Southwest Areas Pension Fund. Contributions to such Fund must be made for each week on each regular or each extra employee. The provisions of this Section shall not cover employees who work either temporarily or in cases of emergency under the terms of this Agreement. These rates become effective on the date the contract is signed.

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 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 such 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 3. By the execution of this Agreement the Employer authorizes the Employers' Associations, who are parties to the Trust Agreement creating the Central States Southeast and Southwest Areas Pension Fund, to designate the Employer Trustees for such Fund, hereby waives all notice thereof, ratifies all acts already taken or to be taken by such Trustees within the scope of their authority, and agrees to be bound by the terms of such trust agreement.

Section 4. The Employer shall provide for any regular full-time employee, who voluntarily chooses, the ability to participate in the TEAMSTERS-NATIONAL 401(k) SAVINGS PLAN.

ARTICLE XV

**AGREEMENT
BETWEEN**

TEAMSTERS LOCAL UNION NO. 727

And

**FREEMAN DECORATING COMPANY
INSIDE TRADESHOW WAREHOUSE**



JANUARY 1, 2009 – December 31, 2013

RECEIVED

MAY 12 2009

**COMM. or
DEPARTMENT**

INSIDE TRADESHOW WAREHOUSE AGREEMENT

THIS AGREEMENT is made and entered into by and between Freeman Decorating Company, hereinafter referred to as the "Company", and Auto Livery Chauffeurs, Embalmers, Funeral Directors, Apprentices, Ambulance Drivers and Helpers, Taxicab Drivers, Miscellaneous Garage Employees, Car Washers, Greasers, Polishers and Wash Rack Attendants, Motion Picture, Theatrical, Exposition, Convention and Trade Show Employees Union, Local 727, an affiliate of the I. B. of T., hereinafter referred to as the "Union".

ARTICLE 1 - RECOGNITION

1.1 The Company hereby recognizes the Union as the sole and exclusive bargaining agent for all Pages, Checkers, Warehousemen, Freight Handlers, Skid Handlers, Power and Forklift Operators, Laborers, Loaders and Unloaders of Trucks, Chauffeurs, Foremen and Department Heads employed in all Buildings, and Properties Owned or Leased.

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, subject to the provisions of Article 2, Section 2.2 below. It shall also be a condition of employment that all employees who become covered by this Agreement, subject to the provisions of Article 2, Section 2.2 below, 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 An employee not previously covered under this Agreement ("new employee") shall become covered by this Agreement during the term of this Agreement as follows:

Effective January 1, 2009, a new employee hired in 2009 or earlier who has worked 1,000 hours for the Company in 2009 shall become covered by the Agreement.

Effective January 1, 2010, a new employee hired in 2010 or earlier who has worked 750 hours for the Company in 2010 shall become covered by the Agreement.

Effective January 1, 2011, a new employee hired in 2011 or earlier who has worked 500 hours for the Company in 2011 shall become covered by the Agreement.

Effective January 1, 2012, a new employee hired in 2012 or earlier who has worked 250 hours for the Company in 2012 shall become covered by the Agreement.

Company shall be responsible for the payment of the legal fees, accountant fees and court costs if it is determined that the Company was delinquent.

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 1/1/2009	\$179.30 per week
Effective 1/1/2010	\$193.60 per week
Effective 1/1/2011	\$209.10 per week
Effective 1/1/2012	\$225.80 per week
Effective 1/1/2013	\$243.90 per week

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.

FREEMAN DECORATING - INSIDE TRADESHOW WAREHOUSE AGREEMENT
ACCOUNT NO.: 2884750-0109-714-B

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.

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).

~~FREEMAN DECORATING~~
Redacted by U.S. Treasury

LOCAL UNION NO. 714

Redacted by U.S. Treasury

By:

By:

Title:

Title:

Date:

Date:

Previous LOU w/ LU 714

FREEMAN DECORATING CO.
ACCOUNT NO.: 2884750-0109-00727-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), other than a part-time employee, 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.

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 contribution shall be due on behalf of part-time employees).

FREEMAN DECORATING CO.

Redacted by U.S. Treasury

By: 

Title: Senior V-P

Date: 6-10-08

LOCAL UNION NO. 727

Redacted by U.S. Treasury

By: 

Title: Sec - Treas

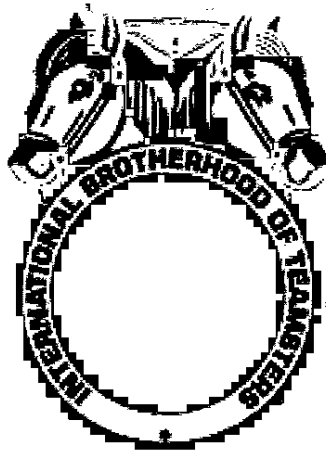
Date: 6-11-09

ORIGINAL

COLLECTIVE BARGAINING AGREEMENT

between

TEAMSTERS LOCAL UNION NO. 600
161 Weldon Parkway
Maryland Heights, MO 63043



AND

FREEMAN DECORATING COMPANY, INC.

Effective

April 1, 2013 to March 31, 2018

RECEIVED

MAY 29 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, entered into as of this 1st day of April, 2013, by and between Freeman Decorating Company, Inc. for its operations 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, 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 Agreement is complete in itself and sets forth all the terms and conditions of the agreement between the parties hereto.

ARTICLE 1 - UNION SHOP CLAUSE

1.1. 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 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

2.1. 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, invoice-generating personnel, computer/scanner technicians and supervisors as defined by the National Labor Relations Act. The parties agree that the movement of empty crates from the storage area to the exhibitor's booths is recognized to be the work of Teamsters Local 600. The Company agrees to employ at least one driver from Teamsters Local 600 to perform shuttle work to and from the marshalling yard on shows that require such work. This work would include marshalling Decorators' trailers as performed in the past. The employer may, at its discretion, contract to another trucking firm signatory to a collective

E. The arbitrator's decision shall be in writing and the reasoned decision shall be final and binding. If a party files suit to enforce, modify or overturn the award, the prevailing party shall be entitled to its attorneys' fees incurred.

14.3. All time periods except the initial seven-day period or 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.

14.5. The arbitrator shall not have the power to modify, amend or change the terms of this Agreement.

ARTICLE 15 - PENSION

15.1. 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 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 employee to the Central States Southeast and Southwest Areas Pension Fund.

Contributions to the Trust Fund shall be made by the Employer for each regular employee covered by this Agreement for each day in which the employee works, or is on 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 a regular seniority 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.

All benefits were the subject of good faith bargaining under this Agreement and the benefits provided in this Agreement represent the sole benefits to be provided by the Employer to all employees covered hereby and no other benefits shall be provided by the Employer.

ARTICLE 16 - HEALTH AND WELFARE

16.1 Effective April 1, 2013 the Employer shall continue to contribute to the Central States Southeast and Southwest Areas Health & Welfare Fund the sum of three hundred and nine dollars and seventy cents (\$309.70) per week for each regular employee covered by this Agreement.

Effective April 1, 2014 the Employer shall contribute to the Central States Southeast and Southwest Areas Health & Welfare Fund the sum of an amount not to exceed three hundred and forty dollars and seventy cents (\$340.70) per week for each regular employee covered by this Agreement.

Effective April 1, 2015 the Employer shall contribute to the Central States Southeast and Southwest Areas Health & Welfare Fund the sum of an amount not to exceed three hundred and seventy four dollars and eighty cents (\$374.80) per week for each regular employee covered by this Agreement.

Effective April 2016 and April 2017 the Company agrees to contribute to the Central States Southeast and Southwest Areas Health & Welfare Fund the amount required to maintain the highest C6 level of benefits.

NOTE: Given that the rates for 2016 and 2017 have yet to be determined, it is therefore understood by both parties that the total contribution by the company will not exceed a \$1.00 per hour increase for benefits; contributions for BOTH pension and health & welfare combined. Should the sum of these two (2) benefits exceed \$1.00 per hour increase in each year, the difference will be deducted from the wage increase in that respective year.

Contributions to the Trust Fund shall be made by the Employer for each regular seniority employee covered by this Agreement for each week when an employee works more than one (1) day in the contribution week or is on 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 and welfare fund during the period of absence.

If a regular seniority employee works only one (1) day in the contributions week, the Employer pays the contribution rate required to maintain coverage for that employee under the "S Plan" of the health and welfare fund.

All benefits were the subject of good faith bargaining under this Agreement and the benefits provided in this Agreement represent the sole benefits to be provided by the Employer to all employees covered hereby and no other benefits shall be provided by the Employer.

AGREEMENT BETWEEN
FREEMAN
AND
TEAMSTERS LOCAL UNION 745
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS
FOR THE PERIOD OF
AUGUST 1, 2012 - JULY 31, 2015

RECEIVED

SEP 11 2012

CONTRACT
DEPARTMENT

PREAMBLE

This is an Agreement between Freeman ("Company") and Teamsters Local 745 ("Union"), covering the employees of the Company for which the Union is the recognized bargaining representative ("Employees"). This Agreement shall become effective on August 1, 2012.

MANAGEMENT PROTECTIONS

ARTICLE 1 - MANAGEMENT RIGHTS

The Management of the Company and the direction of the working force, including the right to plan, direct, curtail, determine, and control operations, hire, suspend, discipline, or discharge for just cause, layoff, transfer, or relieve employees from duties because of lack of work, to promote efficiency or for other legitimate reasons, and all rights and powers customarily exercised by an employer, except as may be specifically limited by this agreement, are vested exclusively in the Company.

ARTICLE 2 - NO STRIKE

During the term of this Agreement, the Union and the Employees agree that there will be no strikes, including sympathy strikes, picketing sit down, slow down, concerted refusal to follow work assignments, or other curtailment or interference with work. In the event such action occurs by an Employee or group of Employees, the Union will immediately take all steps necessary to end such action.

ARTICLE 3 - MOST FAVORED NATION

The Union agrees that in the event it makes any new agreements or alters any agreements to supply, or does not supply labor to any other employer, contractor, or exhibitor to perform work such as that established by any part of this agreement for a rate of pay, benefit, or working conditions less than that established by any part of this Agreement, such lesser rate benefit or working conditions shall immediately be made available to the Company.

ARTICLE 4 - ENTIRE AGREEMENT ("ZIPPER CLAUSE")

In the event that any of the above clauses are found in violation of Federal, State, or City laws and/or regulations, both parties agree to negotiate said clauses in compliance with the law. All other clauses shall remain in full force and effect.

The parties acknowledge that during the negotiations which resulted in this Agreement, each have 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

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 casual as a laid off employee under the provisions of this Agreement. Employees who work casual under the terms of this Agreement shall not be covered by the provisions of this Article except for laid-off regular employees.

Section 8 Action for delinquent Health and Welfare and Pension contributions may be instituted by the Local Union, the Area Conference or Trustees. Employers who are delinquent must also pay all attorney's fees and costs of collections.

ARTICLE 47 - PENSION

Section 1 PENSION CONTRIBUTION AGREEMENT

1. The Employer and Union are parties to a collective bargaining agreement that is currently in effect which requires the Employer to contribute to the Central States, Southeast and Southwest Areas Pension Fund (the "Pension Fund") at the contribution rates required for Benefit Class 18. The Union and Employer recognize that Benefit Class 18 is available only to employers who promise to pay the contribution rates specified in paragraph 2 of this Agreement for a five-year period. (Please note the Pension Fund will only accept an extension period of up to two years).
2. The Employer agrees to contribute the Pension Fund on behalf of each full time employee in accordance with the collective bargaining agreement at the following rates:

	Effective Date	Weekly Rate
First Year	August 1, 2012	\$232.70
Second Year	August 1, 2013	\$246.70
Third Year	August 1, 2014	\$259.00

3. The Employer agrees that its commitment to pay the above rates for the required three year period on the employees in the job classification covered by the collective bargaining agreement is irrevocable and unconditional and will continue even if the collective bargaining agreement is terminated before

the five year period elapses (unless the company ceases business operations) and this Agreement supersedes any existing or subsequent agreement that purports to alter or eliminate the obligations imposed by this Agreement.

4. The Employer and Union also acknowledge that the Trustees retain all available rights and remedies in the event the Trustees determine that the Employer's collective bargaining agreement or practices are in violation of any of the Pension Fund's participation rules, including the right to terminate the Employer's participation in the Pension Fund at any time.

Section 2. If a covered 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 covered 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 3 If a covered employee seeks and is granted a leave of absence, the Employer shall collect from such employee, prior to the inception of such leave of absence being effective, the sufficient moneys to pay the required contributions to the Pension Fund during the period of absence.

Section 4 Action for delinquent Pension contributions shall be instituted by the Local Union, the Pension Fund or the Trustees. Employers who are delinquent must pay all attorney's fees and costs of collections.

ARTICLE 48- FUNERAL LEAVE.

When regular employees are off work due to a death in their immediate family, the Employer agrees to pay such employees for three (3) days that may be taken off at such time. The immediate family shall consist of mother and/or stepmother and father and/or stepfather (one but not both), spouse, sisters, brothers, children, spouse's mother and/or stepmother and spouse's father and/or stepfather (one but not both), sister-in-law, brother-in-law, employee's grandparents, spouse's grandparents, grandchildren and stepchildren.

ARTICLE 49 - JURY DUTY

FREEMAN
ACCOUNT NO.: 2884750-0600-00988-A

LETTER OF UNDERSTANDING AND AGREEMENT

The Employer agrees to contribute to the Central States Pension Fund on behalf of each 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.

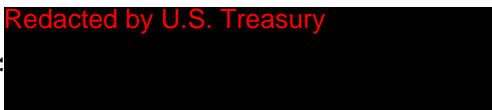
Pension contributions will be remitted at the following rates:

<u>Effective Date</u>	<u>Weekly Rate</u>
August 1, 2009	\$190.00
August 1, 2010	\$203.30
July 31, 2011	\$217.50

FREEMAN

LOCAL UNION NO. 988

By:  Redacted by U.S. Treasury

By:  Redacted by U.S. Treasury

Title: DIRECTOR OF OPERATIONS

Title: B/A

Date: 10-15-09

Date: 10-15-09

RECEIVED

OCT 23 2009

CONTRACT
DEPARTMENT

FREEMAN DECORATING SERVICES INC.
ACCOUNT NO.: 2884750-0600-0988-A

LETTER OF UNDERSTANDING AND AGREEMENT

Effective August 1, 2012, contributions will be remitted to the Central States Health and Welfare and pension Funds on behalf of each 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.

Pension contributions will be remitted at the following rates:

<u>Effective Date</u>	<u>Pension Rate</u>
08/01/2012	\$ 232.00
08/01/2013	\$ 246.00
08/01/2014	\$ 259.00

Health and Welfare contributions will be remitted at the following rates:

<u>Effective Date</u>	<u>H&W Rate</u>
07/29/2012	\$ 297.00
07/28/2013	\$ 327.00
08/03/2014	\$ 360.00

Not to exceed

RECEIVED

APR 19 2013

CONTRACT
DEPARTMENT

FREEMAN DECORATING SERVICES INC.

Redacted by U.S. Treasury

By: _____

Title: GM

Date: 4-18-13

THE UNITE HERE LOCAL 988

Redacted by U.S. Treasury

By: _____

Title: Business Agent

Date: 4/17/13

Agreement between
Freeman
And
Local 988 Houston
Affiliated with the
International Brotherhood of Teamsters

For the period August 1, 2012 - July 31, 2015

RECEIVED

AUG 01 2012

**CONTRACT
DEPARTMENT**

PREAMBLE

This is an Agreement between Freeman ("Company") and Teamsters Local 988 ("Union"), covering the employees of the Company for which the Union is the recognized bargaining representative ("Employees"). This Agreement shall become effective on August 1, 2012.

MANAGEMENT PROTECTIONS

ARTICLE 1 - MANAGEMENT-RIGHTS

The Management of the Company and the direction of the working force, including the right to plan, direct, curtail, determine, and control operations, hire, suspend, discipline, or discharge for just cause, layoff, transfer, or relieve employees from duties because of lack of work, to promote efficiency or for other legitimate reasons, and all rights and powers customarily exercised by an employer, except as may be specifically limited by this agreement, are vested exclusively in the Company.

ARTICLE 2 - NO STRIKE

During the term of this Agreement, the Union and the Employees agree that there will be no strikes, including sympathy strikes, picketing sit down, slow down, concerted refusal to follow work assignments, or other curtailment or interference with work. In the event such action occurs by an Employee or group of Employees, the Union will immediately take all steps necessary to end such action.

ARTICLE 3 - MOST FAVORED NATION

The Union agrees that in the event it makes any new agreements or alters any agreements to supply, or does not supply labor to any other employer, contractor, or exhibitor to perform work such as that established by any part of this agreement for a rate of pay, benefit, or working conditions less than that established by any part of this Agreement, such lesser rate, benefit or working conditions shall immediately be made available to the Company.

ARTICLE 4 - ENTIRE AGREEMENT ("ZIPPER CLAUSE")

In the event that any of the above clauses are found in violation of Federal, State, or City laws and/or regulations, both parties agree to negotiate said clauses in compliance with the law. All other clauses shall remain in full force and effect.

The parties acknowledge that during the negotiations which resulted in this Agreement, each have 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 understandings and agreements arrived at

week on each regular employee even though such employee may work only casual as a laid off employee under the provisions of this Agreement. Employees who work casual under the terms of this Agreement shall not be covered by the provisions of this Article except for laid-off regular employees.

Section 6 Action for delinquent Health and Welfare and Pension contributions may be instituted by the Local Union, the Area Conference or Trustees. Employers who are delinquent must also pay all attorney's fees and costs of collection.

Section 7 In the event a full-time regular employee sustains an off-duty injury that prevents the employee from performing their duties, the Company will make every attempt to provide light duty work for a period of two (2) weeks or until the employee is able to return to their duties, whichever occurs first.

Section 8 FMLA protections will apply to regular employees.

ARTICLE 46 - PENSION

Section 1 - PENSION CONTRIBUTION AGREEMENT

1. The Employer and Union are parties to a collective bargaining agreement that is currently in effect which requires the Employer to contribute to the Central States, Southeast and Southwest Areas Pension Fund (the "Pension Fund") at the contribution rates required for Benefit Class 18. The Union and Employer recognize that Benefit Class 18 is available only to employers who promise to pay the contribution rates specified in paragraph 2 of this Agreement for a five-year period. (Please note the Pension Fund will only accept an extension period of up to two years)
2. The Employer agrees to contribute the Pension Fund on behalf of each full time employee in accordance with the collective bargaining agreement at the following rates:

	Effective Date	Weekly Rate
First Year	August 1, 2012	\$232.70
Second Year	August 1, 2013	\$246.70
Third Year	August 1, 2014	\$259.00

3. The Employer agrees that its commitment to pay the above rates for the required five year period on the employees in the job classification covered by the collective bargaining agreement is irrevocable and unconditional and will continue even if the collective bargaining agreement is terminated before the five year period elapses (unless the company ceases business operations) and

this Agreement supersedes any existing or subsequent agreement that purports to alter or eliminate the obligations imposed by this Agreement.

4. The Employer and Union also acknowledge that the Trustees retain all available rights and remedies in the event the Trustees determine that the Employer's collective bargaining agreement or practices are in violation of any of the Pension Fund's participation rules, including the right to terminate the Employer's participation in the Pension Fund at any time.

Section 2 If a covered 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 covered 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 3 If a covered employee seeks and is granted a leave of absence, the Employer shall collect from such employee, prior to the inception of such leave of absence being effective, the sufficient moneys to pay the required contributions to the Pension Fund during the period of absence.

Section 4 Action for delinquent Pension contributions shall be instituted by the Local Unión, the Pension Fund or the Trustees. Employers who are delinquent must pay all attorney's fees and costs of collections.

ARTICLE 47 - FUNERAL LEAVE

When regular employees are off work due to a death in their immediate family, the Employer agrees to pay such employees for three (3) days that may be taken off at such time. The immediate family shall consist of mother and/or stepmother and father and/or stepfather (one but not both), spouse, sisters, brothers, children, spouse's mother and/or stepmother and spouse's father and/or stepfather (one but not both), sister-in-law, brother-in-law, employee's grandparents, spouse's grandparents, grandchildren and stepchildren.

ARTICLE 48 - JURY DUTY

Where regular employees covered by this Agreement are called upon for jury service, they shall advise their foreman upon receipt of such call and if taken from their work for such service, shall be recompensed for the difference between their regular daily wages and the amount they receive for said jury service.

ARTICLE 49 - FULL-TIME EMPLOYEES

In the event an employer signatory to the Agreement fails to maintain at least one (1) full time hourly Bargaining Unit employee, such employer will become ineligible for the

RECEIVED

JUL 08 2013

MASTER AGREEMENT

**CONTRACT
DEPARTMENT**

This Agreement is entered into, effective on March 26, 2013 by and between FREEMAN DECORATING ("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.

Master Exposition Worker

	ST	OT	DT
WAGE	\$24.60	\$36.90	\$49.20
VACATION	\$ 3.37	\$ 5.06	\$ 6.74
MCTWF	\$13.55	\$20.33	\$27.10
PENSION	\$11.90	\$11.90	\$11.90

General Master Exposition Worker (and nonworking Steward)

	ST	OT	DT
WAGE	\$27.00	\$40.50	\$54.00
VACATION	\$ 3.37	\$ 5.06	\$ 6.74
MCTWF	\$13.55	\$20.33	\$27.10
PENSION	\$11.90	\$11.90	\$11.90

Casual Exposition Worker

	ST	OT	DT
WAGE	\$24.00	\$36.00	\$48.00
PENSION	\$ 8.10	\$ 8.10	\$ 8.10

* Rates subject to reopening after 5-31-14, subject to the conditions set forth in Section 2.6M.

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, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund ("Fund") the sum of \$11.90 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, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$8.10 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.

15.4 Health and Welfare

Effective June 16, 2013, the Employer agrees to contribute to the Michigan Conference of Teamsters Welfare Fund, Plan 818 for each Regular Exposition Worker,

\$13.55 for each straight time hour worked

\$20.33 for each overtime hour worked

\$27.40 for each double time hour worked

Participation shall be mandatory for Regular Exposition Workers. Health and Welfare contributions shall not be made for casual employees.

It is understood that changes to the health care contribution amounts set forth above shall only occur pursuant to reopening of this Agreement pursuant to Section 16.1 of this Agreement, and that any increases in health care contributions implemented under this section shall not cause the total wage and benefit package to exceed what the parties have agreed shall comprise the total wage and benefit package for the pertinent time period.

All payments to the Welfare Fund must be received by the Fund within ten (10) days from the end of each calendar month to Bank One which has been made depository for the Michigan Conference of Teamsters Welfare Fund.

Notwithstanding anything contained herein, it is agreed that in the event the Employer is delinquent at the end of a monthly period in the payment of its contributions to the Welfare Fund, in accordance with the rules and regulations of the Trustees of such Fund and after the proper official of the Local Union will have given seventy-two hour notice to the Employer 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 Employer will be responsible to the employees for resulting losses.

Article 16
Termination of Agreement

16.01 This Agreement shall become effective March 26, 2013, and shall expire along with the Exposition Workers' Agreement on or before May 31, 2018. The Agreement shall be subject to reopening effective on March 26, 2014 and March 26, 2015, and March 26, 2016 and March 26, 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 818 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.

FREEMAN DECORATING

Redacted by U.S. Treasury

By:

Date:

7/2/2013

TRUCK DRIVERS LOCAL UNION NO. 299
Affiliated with the International Brotherhood of
Teamsters

Redacted by U.S. Treasury

By:

Date:

RECEIVED

JUL 08 2013

**CONTRACT
DEPARTMENT**

FREEWAY-FORD TRUCK SALES

WITH

MISCELLANEOUS WAREHOUSEMEN, AIRLINE,
AUTOMOTIVE PARTS,
SERVICE, TIRE & RENTAL, CHEMICAL & PETROLEUM
ICE,
PAPER AND RELATED CLERICAL AND PRODUCTION
EMPLOYEES

UNION LOCAL NO. 781

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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AUG 22 2014

CONTRACT
DEPARTMENT

JANUARY 1, 2014

TO

DECEMBER 31, 2017

Freeway Ford 2017-aa

FREEWAY FORD TRUCK SALES

JANUARY 1, 2014 TO DECEMBER 31, 2017

MISCELLANEOUS WAREHOUSEMEN, AIRLINE, AUTOMOTIVE PARTS, SERVICE, TIRE AND RENTAL, CHEMICAL AND PETROLEUM, ICE, PAPER AND RELATED CLERICAL AND PRODUCTION EMPLOYEES UNION, LOCAL 781, INTERNATIONAL BROTHERHOOD OF TEAMSTERS.

1. PREAMBLE

THIS CONTRACT has been drawn up and entered into by and between the interested parties in a mutual effort to stabilize the trucking industry in this area and to promote sound labor and management relations.

2. CONTRACTING PARTIES

THIS AGREEMENT, made and entered into by and between the FREEWAY FORD TRUCK SALES party of the First Part, hereinafter referred to as the Employer, 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, party of the Second Part, hereinafter referred to as the "Union."

3. RECOGNITION CLAUSE

WITNESSETH: The Employer, individually and severally recognize the Union as the sole and exclusive collective bargaining representative of the employees covered by this Agreement, viz: Chauffeurs and Helpers within the jurisdiction of the Union

4. WAGES

The following minimum rate shall apply:

CLASSIFICATIONS

	<u>1-1-14</u>	<u>1-1-15</u>	<u>1-1-16</u>	<u>1-1-17</u>
ROUTE DRIVER	\$20.26	\$20.96	\$21.76	\$22.76
UTILITY PERSON	\$13.22	\$13.92	\$14.72	\$15.72

All employees shall be guaranteed a minimum weekly wage of (40) straight time hours based upon the above weight classification.

ARTICLE 39
PENSION

EFFECTIVE January 1, 2014 the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, the sum of \$53.60 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. EFFECTIVE January 1, 2015 the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, the sum of \$55.70 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. EFFECTIVE January 1, 2016 the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, the sum of \$57.90 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. EFFECTIVE January 1, 2017 the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, the sum of \$60.20 per week for each employee covered by this Agreement who has been on the payroll thirty (30) 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, 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 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 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.

40. DRIVE

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.

TEAMSTER AGREEMENT
FRESH MARK INC.,
AND
GENERAL TRUCK DRIVERS AND HELPERS UNION LOCAL 92
MARCH 1, 2012 – FEBRUARY 29, 2016

RECEIVED

JUL 11 2012

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, made and entered into this FIRST day of MARCH, 2012, by and between FRESH MARK, INC., (fka SUGARDALE FOODS, INC.) of Canton, Ohio, hereinafter referred to as the "Employer" and GENERAL TRUCK DRIVERS AND HELPERS UNION, LOCAL NO. 92, of Canton, Ohio, hereinafter referred to as the "Union" and affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

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

ARTICLE 1

Section 1. Union Recognition

The Employer agrees to recognize and does hereby recognize the Union, its designated agents and its representatives' successors and/or assigns, as the sole and 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.

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 affects such wages, hours and all other terms or conditions of employment.

Section 2. Employees Defined

The term Employee or Employees wherever used in this Agreement, shall be construed to mean Drivers employed by the Employer excepting, however, employees who are members of other labor unions until such employees shall be assigned to the jurisdiction of Truck Drivers Union Local No. 92. This definition will apply to all.

ARTICLE 33

Section 1. Pension Plan

The Employer agrees to participation in the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND for the term of this Agreement. The Employer agrees to contribute the following amounts, per week, per eligible employee.

<i>Effective March 1, 2012</i>	<i>\$124.80 per week</i>
<i>Effective March 1, 2013</i>	<i>\$132.30 per week</i>
<i>Effective March 1, 2014</i>	<i>\$140.20 per week</i>
<i>Effective March 1, 2015</i>	<i>\$148.60 per week</i>

The Employer's obligation to make contributions to said Pension Fund shall be governed by the following provisions:

1. **Eligibility.** 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 work week (except as noted in below). Any day for which an employee receives compensation in accordance with the provisions of the collective agreement shall be considered the same as a day worked.
2. **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.
3. **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.
4. **Injured at Work.** If an employee is injured on the job, the Employer shall continue to pay required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

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 Pension Plan during the period of absence.

Section 2: Worker's Compensation Settlements

Employees on the seniority list as of the date of ratification, who retire in the life of the agreement with thirty (30) years of vesting in the Teamster pension, will have the option of receiving a lump sum payment of Fifteen Thousand and Six Hundred Dollars (\$15,600.00) for the settlement of all current and future worker's compensation claims.

Section 3: 401 (k) Savings Plan

1. **Employer Contribution (Lump Sum):** the company and union agree to consider the implementation of the hybrid pension option that is currently being analyzed. If the company does not adopt the hybrid plan option, the company contribution under the optional savings plan will be suspended on January 1, 2013, through the life of the current collective bargaining agreement or until such time as the employer adopts the hybrid pension option. If the Employer continues the 401 (k) Savings Plan as outlined above the Employer will continue with a 100% Employer match on 1.5% of an employee's W-2 earnings. Employees will become eligible for this plan after completing six (6) months of service. This Plan will be established with the mutual consent of the Employer and the Union.
2. **Employee Optional Savings Plan:** The Employer will offer an optional 401(k) that will include an Employer 100% match up to the first 3% of an Employee's contribution.

AGREEMENT

between

PIGGLY WIGGLY MIDWEST, LLC,

and

TEAMSTERS LOCAL UNION NO. 662

February 1, 2009 through February 1, 2015

RECEIVED

MAY 12 2009

**CONTRACT
DEPARTMENT**

THIS AGREEMENT is made and entered into by and between PIGGLY WIGGLY MIDWEST, LLC (formerly known as "FRESH BRANDS DISTRIBUTING, INC.") (hereinafter referred to as the EMPLOYER or Company), and GENERAL TEAMSTERS UNION LOCAL 662, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the UNION).

ARTICLE 1 SCOPE OF AGREEMENT

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

The Employer recognizes the Union as the exclusive bargaining agency for all of its employees covered by this Agreement. Excluded are office, clerical, professional and supervisory employees as defined in the Labor Management Relations Act as amended.

ARTICLE 3 UNION SECURITY

All present members of the Union must remain members of the Union in good standing as a condition of continued employment. All present employees who are not members on the effective date of this provision and all employees who are hired hereafter shall become and remain members thirty-one (31) calendar days after their employment or thirty-one (31) calendar days after the effective date of this provision, whichever is later. Should any member of the Union be suspended or expelled for a good cause 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 of 1947 as amended.

ARTICLE 4 PROBATIONARY EMPLOYEES

A new employee shall work under the provisions of this Agreement, but shall be employed only on a sixty (60) actual working day trial basis, during which period they 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) actual working days, the employee shall be placed on the regular seniority list retroactive to their original date of hire. In no event shall the probationary period exceed 150 calendar days. When the Employer needs additional help, the Employer may 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.

4. The Employer agrees that retirees will be allowed to continue their Health and Welfare Insurance Plan coverage by making premium payments through the Employer at the group rate in effect.

Effective January 1, 2008.

Employees that retire between the ages of 55 and 63.5 will be permitted to continue to participate in the Company's health plan. All retirees will be permitted their choice of the three (3) insurance options. The premium payment for retirees will be equivalent to the COBRA rate in effect. Employees retiring between the ages of 63.5 and 65 will be entitled to COBRA.

Current retirees over the age of 65 will be permitted to participate in the Company's insurance plan until December 31, 2007. Thereafter no retirees will be permitted to participate in the Company's insurance beyond age 65.

Effective 1/1/08 retirees (new and present) will be permitted to participate in the Company's insurance and select the plan of their choice (premier, standard, or basic) at the equivalent COBRA rate. Retirees (new and present) through 12/31/07 will only have the option to select the premier plan at present rates.

Effective March 1, 2009, a retiree shall be entitled to select single or single plus spouse for purposes of the retiree coverage offered under this Agreement, in addition to family coverage.

ARTICLE 32 PENSIONS

The Pension Article is replaced with the following effective January 1, 2009:

A.1. Regular Warehouse Employees

- A.1(a) Regular warehouse employees hired prior to February 3, 2007 shall be eligible for Pension contributions after the employee works 1000 hours or more in any consecutive twelve (12) month period and all subsequent weeks worked by them thereafter (for the remainder of that year and any subsequent year). Contributions to the Central States Pension Fund will be as follows:

Schedule 1

<u>Effective Date</u>	<u>Rate</u>
First Year of Eligibility	20% of the weekly contribution rate (See Schedule 3 below)
After 12 months	40% of the weekly contribution rate (See Schedule 3 below)
After 24 months	60% of the weekly contribution rate (See

After 36 months	Schedule 3 below) 80% of the weekly contribution rate (See Schedule 3 below)
After 48 months	100% of the weekly contribution rate (See Schedule 3 below)

A.1(b) Regular warehouse employees hired on or after February 3, 2007 (but prior to January 1, 2009) shall have 50% of the full weekly contribution rate (See Schedule 3 below) contributed on their behalf after being employed for thirty (30) days for the next three years of employment. The Employer shall pay 100% of the full weekly contribution rate (See Schedule 3 below) as of the first day of the fourth year that the employee was eligible to receive a contribution to the Central States Pension Fund. Contributions for Regular employees who have not worked 1000 hours or more in any twelve (12) month period prior to December 31, 2008 shall be subject to compliance with Paragraph A.3. below.

A.2. Casual/Part-Time Employees

A.2(a) For Casual/Part-Time employees hired prior to February 3, 2002 who have completed 1000 hours during any consecutive twelve (12) month period, the Employer shall pay for each day after the employee has satisfied the 1000 hours requirement based on the following daily rates:

<u>Effective Date</u>	<u>Daily Rate</u>
February 1, 2009	\$42.80
January 31, 2010	\$46.20
January 30, 2011	\$49.90
January 29, 2012	\$52.90
February 3, 2013	\$55.00
February 2, 2014	\$57.20

Casual/Part-Time employees hired prior to February 3, 2002 who have not worked 1000 hours or more in any consecutive twelve (12) month period shall not be eligible for a contribution.

A 2(b) For Casual/Part-Time employees hired on or after February 3, 2002 and prior to February 3, 2007 and who has worked more than 1000 hours within any consecutive 12-month period, the Employer will make the required contribution to the Central States Pension Fund as follows:

See Schedule 1 above.

Casual/Part-Time employees who were hired prior to February 3, 2007 who have not worked 1000 hours or more in any consecutive twelve (12) month period shall not be eligible for a contribution.

A.2(c) Subject to Paragraph A.3. below, for Casual/Part-Time employees hired on or after February 3, 2007, but prior to January 1, 2009, pension contributions will be made to the Central States Pension Fund for those employees who have been on the Employer's payroll for thirty (30) calendar days at the following progression (determined from the date that the Employer was first required to contribute to the Pension Fund):

Schedule 2

<u>Effective Date</u>	<u>Rate</u>
1 st year	50% of full weekly rate (See Schedule 3 below)
2 nd year	50% of full weekly rate (See Schedule 3 below)
3 rd year	50% of full weekly rate (See Schedule 3 below)
4 th year	100% of full weekly rate (See Schedule 3 below)

A.3: Contribution Obligation to Central States Pension Fund effective January 1, 2009.

A.3(a) Regular and Casual/Part-Time Employees who have not worked 1000 hours in a consecutive twelve (12) month period:

Any warehouse employee (irrespective of the employment commencement date) shall not be entitled to receive a contribution to the Central States Pension Fund until the employee has completed 1000 hours within a calendar year (or for years prior to January 1, 2009, within a consecutive twelve (12) month period). If an employee does not work 1000 hours in a calendar year, the employee will need to satisfy the 1000 hours during a subsequent calendar year. Once the employee has satisfied the 1000 hour requirement during any calendar year, the employee shall be entitled to receive 100% of the full weekly contribution rate (See Schedule 3 below) for each subsequent week that the employee works. The contribution for the week is owed irrespective of how many days during the week that the employee works. The following weekly contribution rates shall apply:

Schedule 3.

<u>Effective Date</u>	<u>Weekly Rate</u>
February 1, 2009	\$209.10
January 31, 2010	\$225.80
January 30, 2011	\$243.90
January 29, 2012	\$258.50
February 3, 2013	\$268.80
February 2, 2014	\$279.60

A.3(h) Regular and Casual/Part-Time Employees that had worked 1000 hours during a consecutive twelve month period.

For those warehouse employees who (prior to January 1, 2009) had worked 1000 hours during a consecutive twelve (12) month period, the Employer will continue to pay based on the progression outlined in A.1(a), A.1(b), A.2(a), A.2(b) or A.2(c). It is agreed that warehouse employees who received contributions under Sections A.1(b) or A.2(c), but who have never worked 1000 hours during a consecutive twelve (12) month period shall not be entitled to contributions on or after January 1, 2009 unless and until the warehouse employee has reached 1000 hours during a calendar year. After such requirement is satisfied by a warehouse employee who was not previously credited with 1000 hours in a calendar year, the Employer shall contribute at 100% of the weekly contribution rate (See Schedule 3 above) for all subsequent weeks in which the employee works as determined under the following schedule:

See Schedule 3 above.

B. Drivers

Contributions will be remitted to the Central States Pension Fund on behalf of each regular driver who has completed the 60 working day probationary period as stated in this Agreement as follows:

See Schedule 3 above.

Effective January 1, 2009, in the event that a Part-Time or Casual driver works 1000 hours or more in a calendar year, he will be considered a regular employee solely for the purpose of participation in the Central States Pension Fund and all hours worked thereafter will require contribution at the full weekly contribution rate (See Schedule 3 above) as stated under Schedule 3, above. Drivers are not entitled to the grocery plan progression.

- C.. It is agreed that new employees acquire no right to pension benefits unless and until they are otherwise qualified for such benefits as required by the Central States Pension Plan. Neither do they acquire the rights of regular employees under this Agreement until they are accepted as such.

The Employer shall notify the Union promptly, by letter, of the name and date of employment of all new employees and the name and date of any employee that leaves the service of the Employer. The Employer shall also notify the Union of the classification of the new employee as to temporary or regular. In the case of temporary employees, the anticipated length of time of the temporary employment will be stated. If the employee later becomes a regular employee, the Employer shall, at that time, place them on the list of regular employees and make the required payment to the Pension Fund whenever such Plan is applicable. By the execution of this Agreement, the Employer authorizes the Employers Association of the Central States Southeast and Southwest Areas 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 action already taken or to be taken by such Trustees within the scope of their authority. The Trustees of said Fund shall determine the kind and type of benefits to be provided for from said Fund and the Employer shall not be liable or responsible for the payment of any benefits that may be provided for by said Fund, either directly or as guarantor.

If an eligible 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 contribution 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 employee shall pay to the Employer, prior to taking their leave of absence, sufficient monies to pay the required weekly contributions into the Pension Fund during the entire period of absence. The Employer will in no way be held responsible to the employee or the Pension Fund if the employee fails to deposit sufficient money with the Employer to pay the required contributions during his period of absence.

ARTICLE 33 DRUG AND ALCOHOL TESTING

- A. Introduction: In cases of drug or alcohol abuse in which the Employer feels disciplinary action is warranted, the parties agree that employees will be allowed to obtain drug or alcohol abuse counseling, as outlined below. The following guidelines will apply:

1. It is understood that this program is strictly voluntary and does not restrict an employee's right to the grievance or arbitration procedure.
2. Employees will be allowed up to a maximum of 60 days Medical Leave as outlined below.

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
FRISBIE MOVING & STORAGE
and
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL UNION NO. 243

JUNE 1, 2013 THROUGH MAY 31, 2016

RECEIVED

SEP 27 2013

**CONTRACT
DEPARTMENT**

Page 1 of 69

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of June, 2013 by and between FRISBIE MOVING & STORAGE located at 14225 Schaefer Hwy, Detroit, Michigan, 48227, 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.

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, no later than either the thirty-first (31st) day following the beginning of their employment or the thirty-first (31st) day following the effective date of

Page 2 of 69

Section 4. The employee, upon the giving of at least thirty (30) days notice, 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 (20%) percent of the employees in each classification shall be off at any one time unless otherwise mutually agreed, except in the months of June, July, and August, during which only ten percent (10%) of employees (a minimum of one) from all classifications will be allowed off on vacation at any one time unless otherwise mutually agreed to.

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 thereafter. 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 IV

HEALTH AND WELFARE AND PENSION

Health & Welfare Benefits Key 3 Plan (474): Effective June 1, 2013, the Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund a contribution of \$265.50 per week for each employee covered by this Collective Bargaining Agreement who is on the regular seniority list.

Key 3 Plan (759): Effective September 15, 2013, the Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund a contribution of \$261.50 per week for each employee covered by this Collective Bargaining Agreement who is on the regular seniority list.

Key 3 Plan (759): Effective March 30, 2014, the Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund a contribution of \$279.05 per week for each employee covered by this Collective Bargaining Agreement who is on the regular seniority list.

Key 3 Plan (759): Effective March 29, 2015, the Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund a contribution of \$293.55 per week for each employee covered by this Collective Bargaining Agreement who is on the regular seniority list.

Key 3 Plan (759): Effective April 3, 2016, the Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund a contribution of \$300.85 per week for each employee covered by this Collective Bargaining Agreement who is on the regular seniority list.

*Any reduction in Health Insurance costs goes one hundred percent to the Employer.

Effective June 1, 2013 employees shall be obligated to pay three (3) hours pay each week for insurance coverage based on their hourly rate in effect. The Employer will deduct said amount from the pay of each employee. If the Employer becomes delinquent in Health and Welfare contributions employees will not be responsible for the three (3) hours pay per week until the Employer becomes current.

Contributions owed for each week or a month are due on or before the 1st day of that month (the "due date"). Weeks are deemed to commence on Sunday and end on Saturday. All payments into the Welfare Fund must be made to the Bank which has been made depository for the Michigan Conference of Teamsters Welfare Fund.

Section 2. - Pension Benefits: Effective June 1, 2013, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of \$200.80 per week for each employee covered by this Collective Bargaining Agreement who is 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 \$208.80 per week for each employee covered by this Collective Bargaining Agreement who is on the regular seniority list.

Effective June 1, 2015, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of \$217.20 per week for each employee covered by this Collective Bargaining Agreement who is on the regular seniority list.

Section 3. Contributions to the Health and Welfare 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 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 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 Health and 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 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 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. The Employer and Union agree that in the event a casual or seasonal employee works one thousand (1,000) hours or more in a twelve (12) month period beginning on or after June 30, 1998, 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, will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

ARTICLE X

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 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 a maximum of one (1) day off with pay, provided the employee would have worked and attends the funeral.

Amended

Page 1
11-19-11
FRANK

CONSTRUCTION

UNIFORM AGREEMENT

between

DON R. FRUCHEY, INC

and

TEAMSTERS LOCAL 414

affiliated with the
International Brotherhood of Teamsters

RECEIVED

NOV 13 2013

CONTRACT
DEPARTMENT

Effective: July 1, 2013
thru June 30, 2016

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 Employer and it's employees and 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 Teamsters Local 414 agree to further the interests of the Employer at all times.

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 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.

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 Health and Welfare 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, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for wages and premiums resulting therefrom.

The rates set forth in this Article 23 shall be maintained for the three (3) year period of the initial Agreement and shall not be the subject for further contributions on the Employer's behalf for that period of time. The Company and the Union recognize that in the event there should be an increase in the amounts herein set forth to maintain the current coverage at its present level, or to improve the coverage offered by the fund, depending on the dictates of the Trustees of the Fund.

ARTICLE 24

PENSION

Rates herein contained shall be applicable to the Central States, Class 18 schedule of benefits.

Effective July 1, 2013 to and including June 30, 2014 the Employer shall contribute two hundred and sixty-eight dollars and eighty cents (\$268.80) to the Central States, Southeast and Southwest Areas Pension Fund.

Effective July 1, 2014 to and including June 30, 2015 the Employer shall contribute two hundred and seventy-nine dollars and sixty cents (\$279.60) to the Central States, Southeast and Southwest Areas Pension Fund.

Effective July 1, 2015 to and including June 30, 2016 the Employer shall contribute two hundred and ninety dollars and eighty cents (\$290.80) to the Central States, Southeast and Southwest Areas Pension Fund,

Such contributions as set forth herein above shall be made per week for each employee covered by this Uniform Area Agreement who has been on the payroll thirty (30) days or longer.

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 employee shall pay 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.

Contributions to the Pension Fund must be computed and paid as designated in the Report and Remittance Form from the Central States, Southeast and Southwest Areas Fund. Contributions must be made on each regular or extra employee even though such employee may work only part time under the provisions of this Uniform Agreement, including weeks in which no work is performed, unless such regular or extra employee is laid off and given separation papers. An employee working temporarily or in cases of emergency under the terms of this Uniform Agreement shall not be covered by the provisions of this Section.

The contributions to the Pension Fund set forth hereinabove shall be mutually exclusive. An Employer shall not be obligated to contribute to more than one Fund on the same employee.

Article 24. of this Agreement provides that the Employer's contribution to the Pension Fund is as set forth hereinabove for those specific periods as stated herein.

ARTICLE 1

RECOGNITION

Section 1

The Employer agrees to recognize Teamsters Local 414 in any capacity whatsoever as the sole and exclusive collective bargaining representative for and on behalf of all employees working in the job classifications.

Section 2

The Union agrees to recognize the Employer as the sole and exclusive collective bargaining representative for its members who have authorized said Employer to bargain with the Teamsters Local 414 for all work covered by this Uniform Agreement.

Section 3

So there will be no misunderstanding in the coverage and administration of this Uniform Agreement, any person who draws wages from the Employer for work covered by this Uniform Agreement, shall be considered to be an employee of the Employer.

ARTICLE 2

COVERAGE

This Uniform Agreement shall cover the following classifications of work:

- Building construction, Government Defense Projects and/or Industrial Projects. Heavy hauling and rigging, moving of buildings, building demolition and over-the-road hauling of equipment and material related to work performed by Employers covered by this Agreement.

Wages, hours and working conditions are listed in Appendix "A" attached hereto as a part of this Agreement.

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 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.

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 Health and Welfare 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, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for wages and premiums resulting therefrom.

The rates set forth in this Article 23 shall be maintained for the three (3) year period of the Initial Agreement and shall not be the subject for further contributions on the Employer's behalf for that period of time. The Company and the Union recognize that in the event there should be an increase in the amounts herein set forth to maintain the current coverage at its present level, or to improve the coverage offered by the Fund, depending on the dictates of the Trustees of the Fund.

ARTICLE 24

PENSION

Rates herein contained shall be applicable to the Central States Class 18 schedule of benefits.

Effective July 1, 2013 to and including June 30, 2014 the Employer shall contribute two hundred and sixty-eight dollars and fifty cents (\$268.50) to the Central States, Southeast and Southwest Areas Pension Fund.

Effective July 1, 2014 to and including June 30, 2015 the Employer shall contribute two hundred and seventy-nine dollars and fifty cents (\$279.50) to the Central States, Southeast and Southwest Areas Pension Fund.

Effective July 1, 2015 to and including June 30, 2016 the Employer shall contribute two hundred and ninety dollars and eighty cents (\$290.80) to the Central States, Southeast and Southwest Areas Pension Fund.

Such contributions as set forth herein above shall be made per week for each employee covered by this Uniform Area Agreement who has been on the payroll thirty (30) days or longer.

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 employee shall pay 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.

Contributions to the Pension Fund must be computed and paid as designated in the Report and Remittance Form from the Central States, Southeast and Southwest Areas Fund. Contributions must be made on each regular or extra employee even though such employee may work only part time under the provisions of this Uniform Agreement, including weeks in which no work is performed, unless such regular or extra employee is laid off and given separation papers. An employee working temporarily or in cases of emergency under the terms of this Uniform Agreement shall not be covered by the provisions of this Section.

The contributions to the Pension Fund set forth hereinabove shall be mutually exclusive. An Employer shall not be obligated to contribute to more than one fund on the same employee.

Article 24 of this Agreement provides that the Employer's contribution to the Pension Fund is as set forth hereinabove for those specific periods as stated herein.

Agreement

Between

Frye-Williamson Press, Inc.

And

**General Teamsters / Professional &
Technical Employees Local Union 916
Affiliated with the International
Brotherhood of Teamsters**

July 1, 2012

To

June 30, 2015

RECEIVED

JUL 28 2012

**CONTRACT
DEPARTMENT**

AGREEMENT

This agreement dated the 1st day of July 2012, by Fry-Williamson Press, Inc. signatory hereto or their successors, party of the first Part, hereinafter called the "Company"; 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 between the parties hereto.

ARTICLE 1- RECOGNITION

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 the employees of the Company as herein defined.

1.2

The term "employee" as used in this agreement shall include truck drivers, and shall exclude all other employees.

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;

ARTICLE 10: PENSION

10.1

Subject to approval of the Trustees of the fund, the employer agrees to contribute To the **Central States, Southeast And Southwest Areas Pension Fund** according to the following schedule for each employee covered by this Agreement who has been on the payroll thirty (30) days or more:

Effective July 1, 2012	\$67.60 per week
Effective July 1, 2013	\$71.70 per week
Effective July 1, 2014	\$76.00 per week

10.2

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

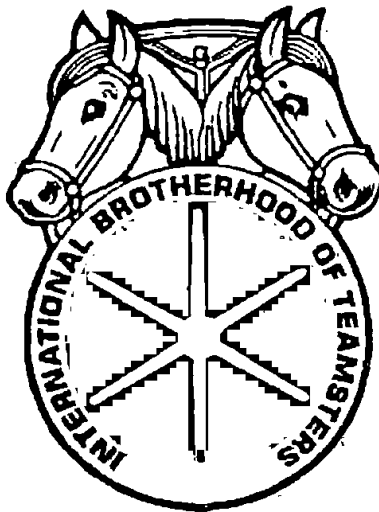
If an Employee injured on-the-job, the employer shall continue to make the required contributions until such employee returns to work; however, such contributions shall not be made for a period of more than six (6) months. If an employee is granted a leave of absence, the employer shall collect sufficient monies to pay the required contributions into the pension fund during the period of absence.

SIGNED

CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS

LOCAL UNION NO. 525

ALTON, ILLINOIS



**Affiliated With The
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

AND.

**FULLER BROTHERS
READY MIX**

Located in the

jurisdiction of

TEAMSTERS' LOCAL UNION NO. 525

~~PERIOD COVERED~~

JULY 1, 2011 THROUGH JUNE 30, 2014

CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS
LOCAL UNION NO. 525

Affiliated With The
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Afton, Illinois.

THIS AGREEMENT, dated as of the 1st day of July, 2011, by and between FULLER BROTHERS READY MIX, hereinafter called the "COMPANY" or "EMPLOYER", Party of the First Part, and CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 525, 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:

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 employees working in the Redi-Mix and Dry Material Division with the exception of office, clerical, guards and supervisory employees as defined by the L.M.R.A.

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 20

WELFARE AND PENSION PLAN:

Section 1. Effective July 1, 2011, the Employer shall contribute to the Teamsters and Employers Welfare Trust of Illinois, the sum of One Hundred Ninety- Four Dollars (\$194.00) per week for each employee covered by this Agreement and who has been on the payroll thirty-one (31) days or more, and is a regular or regular extra employee, and who has worked sixteen (16) hours or more of a payroll week.

Effective July 1, 2012, the Company shall increase the contribution set forth above to Two Hundred and Twenty Two Dollars (\$222.00) per week.

Effective July 1, 2013, the Company shall increase the contribution set forth above to Two Hundred and Fifty Four Dollars (\$254.00) per week.

Section 2. Effective July 1, 2011 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund, the sum of Thirty-Four Dollars and Eighty Cents (\$34.80) daily for each employee covered by this Agreement who has been on the payroll thirty-one days or more, and who is a regular or regular extra employee:

Effective July 1, 2012, the Employer shall remain at Thirty-Seven Dollars and Sixty Cents (\$37.60) per day.

Effective July 1, 2013, the contribution shall remain at Thirty-Nine Dollars and Ninety Cents (\$39.90) per day.

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 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.

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 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.

ARTICLE 20 (Continued)

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.

Section 3. Delinquency Clause: 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 insurance plan or plans created under this Contract, in accordance with the rules and regulations of the Trustees of such plans, 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 insurance 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 21

HOLIDAYS:

The following named holidays shall be paid for at the rate of eight (8) hours' pay at straight-time rate for the holiday, in addition to any monies the employee may earn on such holidays:

New Years Day
Memorial Day
Fourth of July

Labor Day
Veterans' Day

Thanksgiving Day
Christmas Day

Each regular employee who works during the month of November shall be granted a personal holiday with eight (8) hours' pay without working that day.

In order to qualify for holiday pay, it is provided that the regular or extra employee must be available for work the regular work day immediately preceding and following the holiday, if said employee is requested to do so, or unless he is unable to work on account of proven illness, or unless absence is mutually agreed to.

Employees who are serving their thirty-one (31) day probationary period are not entitled to holiday pay for holidays falling within such probationary period. If a holiday falls within the vacation period of a regular employee, he shall receive pay for such holiday in addition to his vacation pay. Regular employees are entitled to holiday pay if the holiday falls within the first fifteen (15) days of absence due to illness or non-occupational injury, or within the first six (6) months of absence due to occupational injury, or during periods of permissible absence. This does not apply to employees taking leave-of-absence for full-time employment with the Union.

ARTICLE 21 (Continued)

If any holiday falls within the fifteen (15) day period following an employee's lay-off due to lack of work, and such employee is also recalled to work during the same fifteen (15) day period but did not receive any holiday pay, then in such case he shall receive an extra days pay for each holiday in the week in which he returns to work. Said extra days pay shall be equivalent to eight (8) hours at the straight-time hourly rate specified in the Contract.

An employee who was laid-off because of lack of work and is not recalled to work within the aforementioned fifteen (15) day period is not entitled to the extra pay upon his return. Under no circumstances shall the extra pay referred to herein be construed to be holiday pay; nor shall it be considered as hours worked for weekly overtime.

Under no circumstances will any employee receive holiday pay for the same day from two (2) Employers under a Teamsters Contract.

ARTICLE 22

RETROACTIVITY CLAUSE:

It is mutually understood and agreed by the Parties hereto that all wages set forth herein shall be retroactive to July 1, 2011.

ARTICLE 23

TERMINATION CLAUSE:

THIS AGREEMENT shall become effective on July 1, 2011, and shall remain in full force and effect until the 30th day of June 2014, and thereafter, either party to this Contract may, by at least sixty (60) days' written notice to the other party, terminate, cancel or modify any part, or all, of this Contract, on any date so specified.

IT IS FURTHER AGREED that in the event negotiations extend beyond the termination or reopening date of this Agreement, as set forth above, any modifications agreed upon, shall be retroactive to reopening date.

AGREEMENT

FULTON MARKET COLD STORAGE COMPANY

AND

**MISCELLANEOUS WAREHOUSEMEN, AIRLINE, AUTOMOTIVE PARTS,
SERVICE, TIRE AND RENTAL, CHEMICAL AND PETROLEUM, ICE, PAPER
AND RELATED CLERICAL AND PRODUCTION EMPLOYEES UNION**

LOCAL UNION NO. 781

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

200 EAST HOWARD STREET

SUITE 216

DES PLAINES, ILLINOIS 60018-5907

JANUARY 1, 2011

DECEMBER 31, 2014

RECEIVED

JUL 29 2011

Fulton Market Cold Storage 2014

DEPARTMENT

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of January 2011, by and between FULTON MARKET COLD STORAGE COMPANY, 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, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, 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, Elevator Operators, Checkers and Forklift 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 ensuring 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 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."

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.

(B) New hires shall be deemed temporary employees and on a trial basis until they have worked for sixty (60) days. New hires shall be paid in accordance with Appendix B, attached

ARTICLE XIV PENSION FUND

Effective January 1, 2011, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of One Hundred eight Dollars (\$108.00) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective January 1, 2012, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred sixteen Dollars and sixty cents (\$116.60) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective January 1, 2013, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred twenty-five Dollars and ninety cents (\$125.90) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective January 1, 2014, the Company 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 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.

ARTICLE XV REST PERIOD

Reasonable paid rest periods as now granted each employee are extended as a provision for the life of this contract.

ARTICLE XVI-- LUNCH PERIOD DURING OVERTIME

On all days on which overtime is to be worked beyond 6:30 p.m., a fifteen (15) minute break at straight-time rates shall be allowed on the Company's time at 6.30 p.m.

STANDARD AUTOMOTIVE AGREEMENT

Approved By

UO U FUSZ FORD

and

**AUTOMOTIVE, PETROLEUM AND ALLIED
INDUSTRIES EMPLOYEES UNION,
LOCAL 618**

2007 - 2012

AUTOMOTIVE AGREEMENT

PREAMBLE

THIS AGREEMENT, made and entered into, effective the 17th day of September, 2007, by Lou Fusz Ford, hereinafter designated as "Employer" and the Automotive, Petroleum and Allied Industries Employees Union, Local 618, hereinafter "Union".

In the application or interpretation hereof, the Agreement between the Employer (acting through the Association) and the Union shall be conclusive and binding on all persons affected by this Standard Agreement. Individual employer differences settled between the Employer and the Union shall be conclusive and binding only on all persons affected at that dealership.

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Employer and the Union representing its employees.

ARTICLE I

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 after receipt of such notice. Notwithstanding any provision of this contract to the contrary, the Employer may have children

Section 22.6 Employee Off Sick. If an employee is injured or becomes sick, the Employer shall continue to pay the monthly contribution until the employee's recovery from such illness or sickness, provided, however, such payments shall not exceed six (6) in number.

Section 22.7 Employees on Layoff. During any temporary layoff for the Employer's convenience, the Employer shall continue to pay not more than one (1) premium after the date of such action.

Section 22.8 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.

Section 22.9 New Participating Employer. Such Employer now coming under the terms of the existing Health and Welfare Fund, all of his eligible employees, who have completed ninety (90) days or more service, shall become participants the month for which he makes his initial contribution, and insurance coverage and benefits shall accrue as of that month (i.e., they are not subject to the waiting period).

Section 22.10 New Employee -- Claim Payment Coverage. New participants shall be eligible for benefits after three (3) consecutive months of payments, provided that payment is made for the fourth consecutive month. 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 claims originating on or after the 1st of the first month following their date of hire. (If hired on the 1st day of the month, this would be considered the first month.)

ARTICLE 23

PENSION PLAN

Section 23.1. During the term of this Agreement, the Employer agrees to pay to Central States, Southeast and Southwest Area Pension Fund monthly as directed on the following basis.

Effective 10/1/2007	- \$133.90 per week on each employee
Effective 10/1/2008	- \$144.60 per week on each employee
Effective 10/1/2009	- \$156.20 per week on each employee
Effective 10/1/2010	- \$168.70 per week on each employee
Effective 10/1/2011	- \$182.20 per week on each employee

Employer contribution requirements shall be made pursuant to Plan Contribution Schedule B as follows:

- (a) On each Regular, Part-Time or Seasonal employee who is eligible under (b) or (c) below and who has worked in any week or portion thereof. (Note 1)
 - (b) On each Regular or Extra employee who has been on the payroll ninety (90) days or more.
 - (c) On each Part-Time or Seasonal employee (See also, Sections 21.4 and 21.5) who after 8/1/2001 performed one thousand (1,000) hours of work in any calendar year. Contributions will be made for all compensated periods thereafter for the remainder of that year and all subsequent years in the same manner and amount as required for Regular employees.
 - (d) If any employee is absent because of illness or off-the-job injury and notifies the Employer in writing of such absence, the Employer shall continue to pay the required contributions for a period of four (4) weeks.
 - (e) If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twenty-six (26) weeks.
 - (f) If any employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective sufficient monies to pay the required contributions into the Pension Fund during the period of absence.
- (NOTE 1:)** Only for purposes of Section 23.1(a) above, all vacation days shall be considered as time "worked". For the purposes of defining "Extra Employee", it is understood such employee is currently in the employ of the contributing Employer, having been on the payroll ninety (90) days or more and works intermittently. (See also, Section 21.4 and 21.5).

Section 23.2. Health and Welfare or Pension Funds Delinquency: Notwithstanding anything herein contained it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contribution to the Health and Welfare Fund, or Pension Fund or Funds created under this Contract, in accordance with the Rules and Regulations of the Trustees of such funds, the employees or their representatives, after the proper official of the Local Union shall have given seventy-two (72) hours' notice to the Employer of such delinquency in Health and Welfare and Pension Payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to its employees for losses resulting therefrom.

ARTICLE 24

LEGALITY AND CHANGES IN THE LAW

Section 24.1. In the event that any part or provision of this Agreement shall be rendered or declared invalid by reason of any law, regulation, order or decree of any court or board, then only that part or provision rendered or declared invalid shall be considered null and void, and the remainder of this Agreement shall remain in full force and effect, according to its original terms;



TEAMSTERS LOCAL #727
AGREEMENT

WITH

GES EXPOSITION SERVICES
WAREHOUSE

January 1, 2009-December 31, 2013

GES EXPOSITION SERVICES**Warehouse Agreement****January 1, 2009 – December 31, 2013**

THIS AGREEMENT is made and entered into by and between the undersigned Employer, hereinafter referred to as the "Company", and the Auto Livery Chauffeurs, Embalmers, Funeral Directors, Apprentices, Ambulance Drivers and Helpers, Taxicab Drivers, Miscellaneous Garage Employees, Car Washers, Greasers, Polishers and Wash Rack Attendants, Motion Picture, Theatrical, Exposition, Convention and Trade Show Employees Union, Local 727, an affiliate of the I. B. of T., hereinafter referred to as the "Union".

ARTICLE 1 – RECOGNITION

1.1 The Company hereby recognizes the Union as the sole and exclusive bargaining agent for all Pages, Checkers, Time Keepers, Warehousemen, Freight Handlers, Skid Handlers, Power and Fork Lift Operators, Laborers, Loaders and Unloaders of Trucks, Chauffeurs and Crew Foreman employed in all Buildings, and Properties Owned or Leased.

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 in good standing on the effective date of this Agreement shall remain members in good standing, or pay fees in lieu thereof, and those who are not members on the effective date of this Agreement shall, on or after the thirtieth day following the effective date of this Agreement, become and remain members in good standing in the Union, or pay fees in lieu thereof. It shall also be a condition of employment that all Employees covered by this Agreement and first employed on or after its effective date shall, on or after the thirtieth day following such initial employment become and remain members in good standing in the Union, or pay fees in lieu thereof.

2.2 The Company may use "supplemental" employees to supplement the GES seniority employees under the following conditions:

Effective January 1, 2009, a supplemental employee hired in 2009 or earlier who has worked 1,000 hours for the Company in 2009 shall become covered by the Agreement.

Effective January 1, 2010, a supplemental employee hired in 2010 or earlier who has worked 750 hours for the Company in 2010 shall become covered by the Agreement.

Effective January 1, 2011, a supplemental employee hired in 2011 or earlier who has worked 500 hours for the Company in 2011 shall become covered by the Agreement.

Effective January 1, 2009, \$7.00

Effective January 1, 2010, January 1, 2011, January 1, 2012 and January 1, 2013, determined by the provisions of Article 25, Section 25.1

22.2 The Company agrees to contribute to the Teamsters Local Union No. 727 Health and Welfare Fund for each employee who becomes covered by this Agreement after April 1, 2009, under the provisions of Article 2 of this Agreement, for each hour worked or paid for, the following:

Effective April 1, 2009, \$3.95

Effective March 1, 2010, March 1, 2011, March 1, 2012 and March 1, 2013, the per hour rate in effect for part time employees in the Union's master agreement covering the parking industry (also known as the Parking Industry Agreement)

22.3 The Company (a) adopts and agrees to be bound by the Teamsters Local Union No. 727 Health and Welfare Fund's Trust Agreement, and as it may be amended hereafter, as fully as if the Company was an original party thereto, (b) designates the Trustees named in the respective Trust Agreement, together with their successors, as its representatives on the Board of Trustees of the Fund, and (c) agrees to be bound by all actions taken by the Board of Trustees pursuant to the powers granted them by federal law or the respective Trust Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by the Trustees within the scope of their authority. The Company also recognizes that the Board of Trustees has the sole power to construe the provisions of the respective Trust Agreement, the respective employee benefit plans, and the Fund's rules and regulations, if any.

22.4 It is agreed that in the event that the Company is delinquent in the payment of its contribution to the Teamsters Local Union No. 727 Health and Welfare Fund in accordance with the rules and regulations of the Trustees of such Fund, the Trustees may require the payment as liquidated damages of an amount not to exceed twenty percent (20%) of the delinquent payment or fifty dollars (\$50.00) whichever is greater. It is agreed that in the event of any such delinquency, the Company shall be responsible to the Employee for losses resulting therefrom. In the event the Trustees of the Fund are required to retain legal counsel and/or accountants to collect delinquent payments to the Fund, the Company shall be responsible for the payment of the legal fees, accountant fees, and court costs if it is determined that the Company was delinquent.

ARTICLE 23 - PENSION

23.1 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, who has been employed for thirty (30) days as follows:

Effective 1/1/2009	\$179.30 per week
Effective 1/1/2010	\$193.60 per week
Effective 1/1/2011	\$209.10 per week
Effective 1/1/2012	\$225.80 per week
Effective 1/1/2013	\$243.90 per week

23.2 Payments to Central States Southeast and Southwest Areas Pension Fund are due by the 15th day of the month immediately following the month for which work was performed. Payments along with the accompanying forms detailing by individual, his/her social security number, his/her hours worked as well as 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 60055-0291

23.3 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 sum or pension rate increases), other than those payments scheduled in this Agreement ("Additional Payment") which may arise as a result of instances including, but not limited to: a) a final determination by the Internal Revenue Service, b) a final ruling by a court of competent jurisdiction, c) by final determination by the Pension Benefit and Guaranty Corporation, or d) an agreement between the pension fund and the Employer or group of other employers.

ARTICLE 24 -- LEGAL AND EDUCATIONAL ASSISTANCE

24.1 The Company agrees to contribute to the Teamsters Local Union No. 727 Legal and Educational Assistance Fund for each Employee covered by this Agreement for each hour worked or paid for, the following:

Effective January 1, 2009; \$3.15 per hour
Effective January 1, 2010, January 1, 2011, January 1, 2012 and January 1, 2013, the per hour rate in effect for part time employees in the Union's master agreement covering the parking industry (also known as the Parking Industry Agreement)

24.2 The Company (a) adopts and agrees to be bound by the Teamsters Local Union No. 727 Legal and Educational Assistance Fund's Trust Agreement, and as it may be amended hereafter, as fully as if the Company was an original party thereto, (b) designates the Trustees named in the respective Trust Agreement, together with their successors, as its representatives on the Board of Trustees of the Fund, and (c) agrees to be bound by all actions taken by the Board of Trustees pursuant to the powers granted them by federal law or the respective Trust Agreement, hereby waiving all notice thereof.

AGREEMENT BETWEEN
TEXAS CONFERENCE OF TEAMSTERS
TEAMSTERS LOCAL UNION 657 and 745
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
AND
MASTER GES EXPOSITION AGREEMENT
COVERING FOR THE STATE OF TEXAS



PERIOD COVERING AUGUST 1, 2009 **RECEIVED**
TO
AND INCLUDING JULY 31, 2012

NOV 11 2009
CONTRACT
DEPARTMENT

PREAMBLE

This is an Agreement between GES Exposition Services ("Company") and Teamsters Local 657 and Local 745 ("Union"), covering the employees of the Company for which the Union is the recognized bargaining representative ("Employees"). This Agreement shall become effective on August 1, 2009.

MANAGEMENT PROTECTIONS

ARTICLE 1 - MANAGEMENT RIGHTS

The Management of the Company and the direction of the working force, including the right to plan, direct, curtail, determine, and control operations, hire, suspend, discipline, or discharge for just cause, layoff, transfer, or relieve employees from duties because of lack of work, to promote efficiency or for other legitimate reasons, and all rights and powers customarily exercised by an employer, except as may be specifically limited by this agreement, are vested exclusively in the Company.

ARTICLE 2 - NO STRIKE

During the term of this Agreement, the Union and the Employees agree that there will be no strikes; including sympathy strikes, picketing, sit down, slow down, concerted refusal to follow work assignments, or other curtailment or interference with work. In the event such action occurs by an Employee or group of Employees, the Union will immediately take all steps necessary to end such action.

ARTICLE 3 - MOST FAVORED NATION

The Union agrees that in the event it makes any new agreements or alters any agreements to supply, or does not supply labor to any other employer, contractor, or exhibitor to perform work such as that established by any part of this agreement for a rate of pay, benefit, or working conditions less than that established by any part of this Agreement, such lesser rate, benefit or working conditions shall immediately be made available to the Company.

ARTICLE 4 - ENTIRE AGREEMENT ("ZIPPER CLAUSE")

In the event that any of the above clauses are found in violation of Federal, State, or City laws and/or regulations, both parties agree to negotiate said

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 casual as a laid off employee under the provisions of this Agreement. Employees who work casual under the terms of this Agreement shall not be covered by the provisions of this Article except for laid-off regular employees.

Section 6 Action for delinquent Health and Welfare and Pension contributions may be instituted by the Local Union, the Area Conference or Trustees. Employers who are delinquent must also pay all attorney's fees and costs of collections.

ARTICLE 47 - PENSION

Section 1 PENSION CONTRIBUTION AGREEMENT

1. The Employer and Union are parties to a collective bargaining agreement that is currently in effect which requires the Employer to contribute to the Central States, Southeast and Southwest Areas Pension Fund (the "Pension Fund") at the contribution rates required for Benefit Class 18. The Union and Employer recognize that Benefit Class 18 is available only to employers who promise to pay the contribution rates specified in paragraph 2 of this Agreement for a five-year period. (Please note the Pension Fund will only accept an extension period of up to two years).
2. The Employer agrees to contribute the Pension Fund on behalf of each full time employee in accordance with the collective bargaining agreement at the following rates:

	Effective Date	Weekly Rate
First Year	August 2, 2009	\$190.00
Second Year	August 1, 2010	\$203.30
Third Year	July 31, 2011	\$217.50

3. The Employer agrees that its commitment to pay the above rates for the required five year period on the employees in the job classification covered by the collective bargaining agreement is irrevocable and unconditional and will continue even if the collective bargaining agreement is terminated before the five year

period elapses (unless the company ceases business operations) and this Agreement supersedes any existing or subsequent agreement that purports to alter or eliminate the obligations imposed by this Agreement.

4. The Employer and Union also acknowledge that the Trustees retain all available rights and remedies in the event the Trustees determine that the Employer's collective bargaining agreement or practices are in violation of any of the Pension Fund's participation rules, including the right to terminate the Employer's participation in the Pension Fund at any time.

Section 2 If a covered 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 covered 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 3 If a covered employee seeks and is granted a leave of absence, the Employer shall collect from such employee, prior to the inception of such leave of absence being effective, the sufficient moneys to pay the required contributions to the Pension Fund during the period of absence.

Section 4 Action for delinquent Pension contributions shall be instituted by the Local Union, the Pension Fund or the Trustees. Employers who are delinquent must pay all attorney's fees and costs of collections.

ARTICLE 48 - FUNERAL LEAVE

When regular employees are off work due to a death in their immediate family, the Employer agrees to pay such employees for three (3) days that may be taken off at such time. The immediate family shall consist of mother and/or stepmother and father and/or stepfather (one but not both), spouse, sisters, brothers, children, spouse's mother and/or stepmother and spouse's father and/or stepfather (one but not both), sister-in-law, brother-in-law, employee's grandparents, spouse's grandparents, grandchildren and stepchildren.

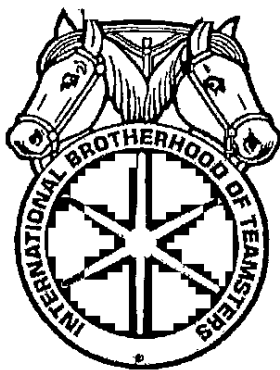
Agreement Between

GLOBAL EXPERIENCE SPECIALISTS

And

TEAMSTERS LOCAL UNION NO. 988

Affiliated with the International Brotherhood of Teamsters



For the Period

Beginning August 1, 2012 and Ending July 31, 2015

RECEIVED

JAN 22 2013

**CONTRACT
DEPARTMENT**

PREAMBLE

This is an Agreement between Global Experience Specialists (GES) ("Company") and Teamsters Local 988 ("Union"), covering the employees of the Company for which the Union is the recognized bargaining representative ("Employees"). This Agreement shall become effective on August 1, 2009.

MANAGEMENT PROTECTIONS

ARTICLE 1 – MANAGEMENT RIGHTS

The Management of the Company and the direction of the working force, including the right to plan, direct, curtail, determine, and control operations, hire, suspend, discipline, or discharge for just cause, layoff, transfer, or relieve employees from duties because of lack of work, to promote efficiency or for other legitimate reasons, and all rights and powers customarily exercised by an employer, except as may be specifically limited by this agreement, are vested exclusively in the Company.

ARTICLE 2 – NO STRIKE

During the term of this Agreement, the Union and the Employees agree that there will be no strikes; including sympathy strikes, picketing, sit down, slow down, concerted refusal to follow work assignments, or other curtailment or interference with work. In the event such action occurs by an Employee or group of Employees, the Union will immediately take all steps necessary to end such action.

ARTICLE 3 – MOST FAVORED NATION

The Union agrees that in the event it makes any new agreements or alters any agreements to supply, or does not supply labor to any other employer, contractor, or exhibitor to perform work such as that established by any part of this agreement for a rate of pay, benefit, or working conditions less than that established by any part of this Agreement, such lesser rate, benefit or working conditions shall immediately be made available to the Company.

ARTICLE 4 – ENTIRE AGREEMENT ("ZIPPER CLAUSE")

In the event that any of the above clauses are found in violation of Federal, State or City laws and/or regulations, both parties agree to negotiate said clauses in compliance with the law. All other clauses shall remain in full force and effect.

The parties acknowledge during the negotiations which resulted in this Agreement, each have 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 understandings and agreements arrived at between the parties hereto, after the exercises of that right and opportunity, are set forth fully in this Agreement.

ARTICLE 45 – HEALTH AND WELFARE

- Section 1** The Employer shall contribute to Central States, Southeast and Southwest Areas Health and Welfare Fund which is to be administered jointly by the parties. The contribution amounts will be as follows: the sum of \$297.70 effective July 29, 2012 per week for each regular employee covered by this agreement who has been on the payroll thirty (30) days or more. The amount of such contribution shall be increased to \$327.50 per week effective July 28, 2013; and increased to \$360.30 per week effective August 3, 2014.
- Section 2** Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employees who may subsequently begin to make payments to such Fund shall continue to make such payments for the life of this Agreement.
- Section 3** 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.
- Section 4** If a regular employee is granted a leave of absence, the Employer shall collect from said regular employee, prior to the leave of absence being effective, sufficient moneys to pay the required contributions into the Health and Welfare Fund during the period of absence.
- 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 casual as a laid-off employee under the provisions of this Agreement. Employees who work casual under the terms of this Agreement shall not be covered by the provisions of this Article except for laid-off regular employees.
- Section 6** Action for delinquent Health and Welfare and Pension contributions may be instituted by the Local Union, the Area Conference or Trustees. Employers who are delinquent must also pay all attorney's fees and costs of collections.
- Section 7** FMLA protections will apply to regular employees.

ARTICLE 46 – PENSION

- Section 1** PENSION CONTRIBUTION AGREEMENT
1. It is understood that any employee, full time or casual/probationary, working 1,000 or more hours in a calendar year shall be subject to the provisions of this Article.

2. The Employer and Union are parties to a collective bargaining agreement that is currently in effect which requires the Employer to contribute to the Central States, Southeast and Southwest Areas Pension Fund (the "Pension Fund") at the contribution rates required for Benefit Class 18. The Union and Employer recognize that Benefit Class 18 is available only to employers who promise to pay the contribution rates specified in paragraph 2 of this Agreement for a five (5) year period. *(Please note the Pension Fund will only accept an extension period of up to two (2) years).*
3. The Employer agrees to contribute to the Pension Fund on behalf of each full time employee in accordance with the collective bargaining agreement at the following rates:

	Effective Date	Weekly Rate
First Year	August 1,2012	\$232.70
Second Year	August 1,2013	\$246.70
Third Year	August 1,2014	\$259.00

4. The Employer agrees that its commitment to pay the above rates for the required three (3) year period on the employees in the job classification covered by the collective bargaining agreement is irrevocable and unconditional and will continue even if the collective bargaining agreement is terminated before the five year period elapses (unless the Company ceases business operations) and this Agreement supersedes any existing or subsequent agreement that purports to alter or eliminate the obligations imposed by this Agreement.
5. The Employer and Union also acknowledge that the Trustees retain all available rights and remedies in the event the Trustees determine that the Employer's collective bargaining agreement or practices are in violation of any of the Pension Fund's participation rules, including the right to terminate the Employer's participation in the Pension Fund at any time.

Section 2 If a covered 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 covered 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 3 If a covered employee seeks and is granted a leave of absence, the Employer shall collect from such employee, prior to the inception of such leave of absence being effective, the sufficient monies to pay the required contributions to the Pension Fund during the period of absence.

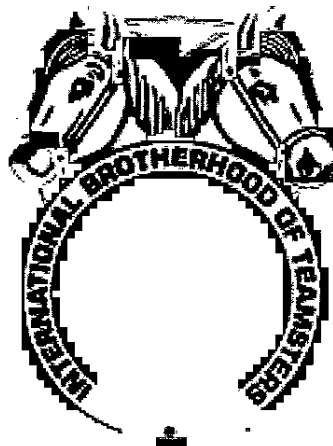
Section 4 Action for delinquent Pension contributions shall be instituted by the Local Union, the Pension Fund or the Trustees. Employers who are delinquent must pay all attorney's fees and costs of collections.

ORIGINAL

COLLECTIVE BARGAINING AGREEMENT

between

TEAMSTERS LOCAL UNION NO. 600
161 Weldon Parkway
Maryland Heights, MO 63043



GLOBAL EXPERIENCE SPECIALISTS, INC. (GES)

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 Global Experience Specialists (GES) 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 terms and conditions of the agreement between the parties hereto.

ARTICLE 1 - UNION SHOP CLAUSE

1.1 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 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

2.1 The Employer, for its operation 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, 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, all shuttle work to and from a marshalling yard is recognized to be the work of Teamsters Local 600 and the

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

15.1 Contribution Rates:

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 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 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 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 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 employee to the Central States Southeast and Southwest Areas Pension Fund.

Contributions to the Trust Fund shall be made by the Employer for each regular employee covered by this Agreement for each day in which the employee works, or is on vacation. 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 shall not be paid for a period of more than twelve (12) months.

If a regular seniority 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.

CONSTRUCTION

UNIFORM AGREEMENT

between

G & L CORPORATION

and

TEAMSTERS LOCAL 414

affiliated with the
International Brotherhood of Teamsters

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NOV 25 2013

CONTRACT
DEPARTMENT

DRIVERS CONTRACT

Effective: July 1, 2013
thru June 30, 2016

ARTICLE 1

RECOGNITION

Section 1

The Employer agrees to recognize Teamsters Local 414 in any capacity whatsoever as the sole and exclusive collective bargaining representative for and on behalf of all employees working in the job classifications.

Section 2

The Union agrees to recognize the Employer as the sole and exclusive collective bargaining representative for it's members who have authorized said Employer to bargain with the Teamsters Local 414 for all work covered by this Uniform Agreement.

Section 3

So there will be no misunderstanding in the coverage and administration of this Uniform Agreement, any person who draws wages from the Employer for work covered by this Uniform Agreement, shall be considered to be an employee of the Employer.

ARTICLE 2

COVERAGE

This Uniform Agreement shall cover the following classifications of work:

Building construction, Government Defense Projects and/or Industrial Projects. Heavy hauling and rigging, moving of buildings, building demolition and over-the-road hauling of equipment and material related to work performed by Employers covered by this Agreement.

Wages, hours and working conditions are listed in Appendix "A" attached hereto as a part of this Agreement.

or more.

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 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.

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 Health and Welfare 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, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for wages and premiums resulting therefrom.

The rates set forth in this Article 23 shall be maintained for the three (3) year period of the initial Agreement and shall not be the subject for further contributions on the Employer's behalf for that period of time. The Company and the Union recognize that in the event there should be an increase in the amounts herein set forth to maintain the current coverage at it's present level, or to improve the coverage offered by the Fund, depending on the dictates of the Trustees of the Fund, a formula shall exist as follows:

ARTICLE 24

PENSION

Effective July 1, 2013 to and including July 30, 2014 the Employer shall contribute two hundred and sixty-eight dollars and eighty cents (\$268.80) to the Central States, Southeast and Southwest Areas Pension Fund.

Effective July 1, 2014 to and including June 30, 2015 the Employer shall contribute two hundred and seventy-nine dollars and sixty cents (\$279.60) to the Central States, Southeast and Southwest Areas Pension Fund.

Effective July 1, 2015 to and including June 30, 2016 the Employer shall contribute two hundred and ninety dollars and eighty cents

(\$290.80) to the Central States, Southeast and Southwest Areas Pension Fund.

Such contributions as set forth herein above shall be made per week for each employee covered by this Uniform Area Agreement who has been on the payroll thirty (30) days or longer.

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 employee shall pay 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.

Contributions to the Pension Fund must be computed and paid as designated in the Report and Remittance Form from the Central States, Southeast and Southwest Areas Fund. Contributions must be made on each regular or extra employee even though such employee may work only part time under the provisions of this Uniform Agreement, including weeks in which no work is performed, unless such regular or extra employee is laid off and given separation papers. An employee working temporarily or in cases of emergency under the terms of this Uniform Agreement shall not be covered by the provisions of this Section.

The contributions to the Pension Fund set forth hereinabove shall be mutually exclusive. An Employer shall not be obligated to contribute to more than one Fund on the same employee.

Article 24 of this Agreement provides that the Employer's contribution to the Pension Fund is as set forth hereinabove for those specific periods as stated herein.

ARTICLE 25

SEPARABILITY and SAVINGS

If any Article or Section of this Uniform 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 by such tribunal pending a final determination as to its validity the remainder of this Uniform Agreement and of any Rider thereto, or the application of such Article

This change shall apply only to the employees of G. & L. Corporation covered by the terms and conditions of the Area Uniform Construction Agreement.

ARTICLE 5.

NEW HIRES.

New employees hired after June 30, 1999 shall start at \$3.00 per hour below the classification in which they are working. Such new hires shall be increased \$.50 per hour every 6 months plus any additional contractual increases until such a time they are receiving the full rate of pay. New hires shall acquire seniority after working 60 days in any 120 day consecutive period.

ARTICLE 6

PENSION

The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of (see below) per day for its bargaining unit employees pursuant to the terms of the Collective Bargaining Agreement.

07-01-13 - 06-30-14

\$55.00 per day

7-01-14 - 06-30-15

\$57.20 per day

7-01-15 - 6-30-16

\$59.50 per day

DRIVERS AGREEMENT

**NASH FINCH, INC.
LIMA, OHIO**



**NASH FINCH COMPANY
And**

**TRUCK DRIVERS, WAREHOUSEMEN AND HELPERS
LOCAL UNION NO. 908
OF THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF
AMERICA**



**EFFECTIVE: JANUARY 27, 2013
TERMINATION: JANUARY 30, 2016**

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JUL 16 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

EFFECTIVE: January 27, 2013

TERMINATION: January 30, 2016

DRIVERS DIVISION

THIS AGREEMENT, made and entered into by and between the TRUCK DRIVERS, WAREHOUSEMEN AND HELPERS UNION, LOCAL NO. 908, of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter called the "Union") and NASH FINCH COMPANY and GTL TRUCKING (hereinafter called the "Employer").

ARTICLE I - INTENT AND PURPOSE

1.1 The Employer and the Union each represents that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interest, to promote mutual respect, to provide a channel through which information and problems may be transmitted from one to the other, to formulate the rules to govern the relationship between the Union and the Employer, to promote efficiency and to provide for pay, hours of work, a dispute procedure and conditions of employment.

1.2 References made herein, which refer to the masculine gender, are done for expediency and refer to all employees.

All agreements and/or understanding other than this Agreement must be in writing, and signed by both a representative of the Company and the Union.

ARTICLE II - UNIT

2.1 The Employer hereby recognizes the Union to be the exclusive bargaining agent for all truck drivers and yardmen, but excluding building maintenance, warehouse mechanics, warehousemen, production employees, clerical, office workers and supervisory employees.

ARTICLE III - RECOGNITION AND UNION SECURITY

3.1 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 in good standing, and those who are not members on the effective date of this Agreement shall, on the forty-fifth (45th) day following the effective date of this Agreement, become and remain members in good standing in the Union.

The Employer agrees that the Fund may, from time to time, perform payroll audits of the Employer's contributions and reports. Employers who are delinquent also must pay all attorney fees and costs of collection.

- F. It is agreed and understood that during the life of this Agreement, the Company may, by registered notice, notify the Union of its intent to change insurance coverage with the same coverages provided herein, including benefit levels thereof.

ARTICLE XXI - PENSION

21.1 The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund for each full-time employee covered by this Agreement who has forty-five (45) days or more of service the following weekly contribution:

January 27, 2013	\$201.20 per week
January 26, 2014	\$209.20 per week
January 25, 2015	\$217.60 per week

21.2 There shall be no other pension fund under this Contract for operations under this Contract. Payment to the Pension Fund shall remain effective as this Contract becomes effective.

21.3 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 necessary contributions on the employee's behalf to the Central States, Southeast and Southwest Areas Pension Fund 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 employee shall pay to the Employer, prior to the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence.

ARTICLE XXII - JURY DUTY

22.1 When employees covered by this Agreement are called upon for jury service, they shall advise their supervisor upon receipt of such call, and if taken from their work for such service, shall be recompensed for any loss in income, based on a nine (9) hour workday (10 hours for yardmen on 10 hour bids). This Article is to apply only when an employee is called for jury duty and shall not apply if any employee voluntarily offers his services as a juror. No employee shall be required to work on any shift before and/or after that would interfere with his attendance on any jury.

AGREEMENT

GW LUMBER LLC D/B/A RKG LUMBER

I N D E X O F A R T I C L E S

2012-2015

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**CONTRACT
DEPARTMENT**

AGREEMENT

GW LUMBER LLC D/B/A RKG LUMBER

2012-2015

THIS AGREEMENT MADE AND ENTERED INTO EFFECTIVE THE 1ST DAY OF MAY, 2012, BY AND BETWEEN GW LUMBER LLC D/B/A RKG 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 THE FOLLOWING ARTICLE. THIS CONTRACT EXPRESSLY EXCLUDES MECHANICS FROM COVERAGE.

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 THE UNION.

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, 2012 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 FOR EACH EMPLOYEE FOR THE DURATION OF THIS CONTRACT. EFFECTIVE MAY 1, 2013 THE EMPLOYER SHALL CONTRIBUTE ONE HUNDRED NINETY THREE DOLLARS AND TEN CENTS (\$193.10) PER WEEK; EFFECTIVE MAY 1, 2014 THE EMPLOYER SHALL CONTRIBUTE TWO HUNDRED FOUR DOLLARS AND SEVENTY CENTS (\$204.70) PER WEEK; ANY INCREASES IN THIS CONTRIBUTION RATE MAY 1, 2012 OR AFTER WILL BE DEDUCTED FROM THE WAGE RATES SET FORTH IN ARTICLE IV, SECTION 5 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 HEREIN 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 TRUSTERS 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.

AGREEMENT

SEVENTEEN

**MISCELLANEOUS WAREHOUSE, AIRLINE,
AUTOMOTIVE PARTS, STRUCTURE & RENTAL,
CHEMICAL, TELEPHONE PAPER AND
RELATED CLERICAL AND PRODUCTION**

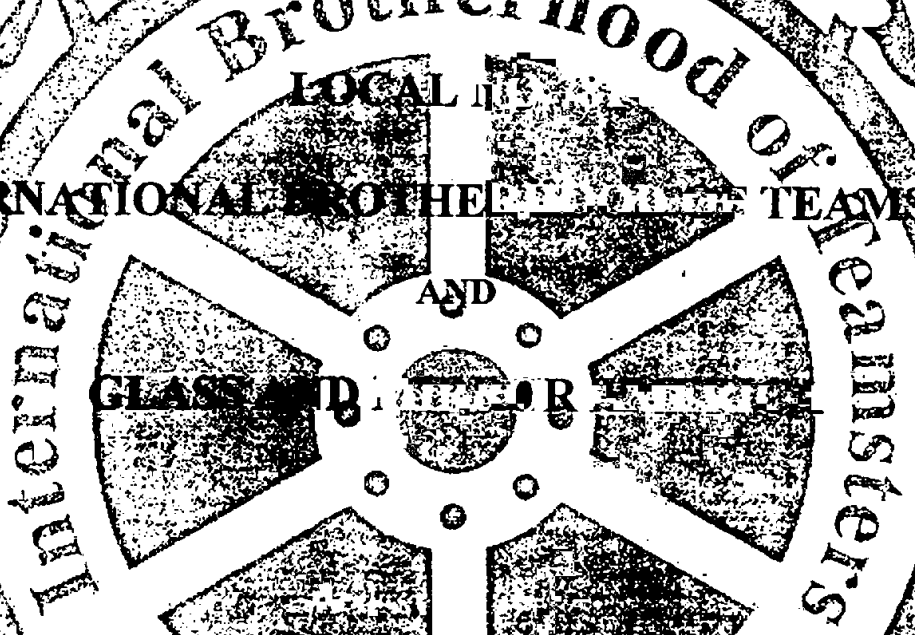
EMPLOYEES UNION

LOCAL 113

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

AND

GLASS AND MIRROR MANUFACTURERS



JANUARY 1, 2011 TO DECEMBER 31, 2014

Glass & Mirror America 2014

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JUN 05 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

1. CONTRACTING PARTIES:

THIS AGREEMENT made this 1st day of January 2014, by and between GLASS AND MIRROR AMERICA hereinafter designated as the "EMPLOYER", and LOCAL NO. 781, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, also described as the MISCELLANEOUS WAREHOUSEMEN, AIRLINE, AUTOMOTIVE PARTS, SERVICE, TIRE AND RENTAL, CHEMICAL AND PETROLEUM, ICE, PAPER AND RELATED CLERICAL AND PRODUCTION EMPLOYEES UNION, hereinafter referred to as the "UNION".

2. OBJECTS:

It is the purpose of this Agreement to establish fair rates of pay, wages, hours and other conditions of employment in the Glass Installation and Replacement Industry and to promote sound and harmonious labor-management relations between the Employer and the Union.

3. RECOGNITION:

The Employer acknowledges that the Union has been designated as exclusive bargaining agent by the majority of the employees, employed by the Employer, in the appropriate unit as hereinafter defined. The Employer recognizes the Union as the sole and exclusive agent for the purpose of collective bargaining concerning wages, rates of pay, and all other terms and conditions, of all employees of the Employer, in the appropriate unit as hereinafter defined.

34. PENSION:

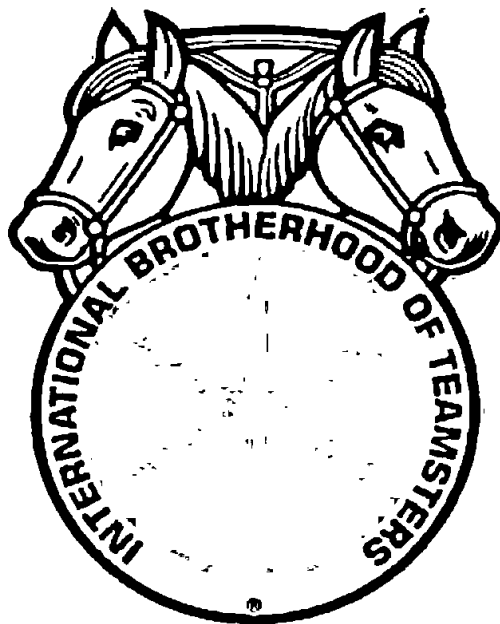
Effective MARCH 2, 2014, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Sixty four dollars and ten cents (\$64.10) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

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.

LABOR AGREEMENT
BETWEEN
TEAMSTERS LOCAL UNION NO. 43
AND
GARBO MOTOR SALES, INC.



April 16, 2014-April 15, 2017 RECEIVED

JUL 08 2014

**CONTRACT
DEPARTMENT**

2014-2017 GARBO MOTOR SALES, INC. LABOR AGREEMENT

THIS AGREEMENT made this 15th day of April, 2014, by and between **GARBO MOTOR SALES, INC.**, at 3077 Douglas Avenue, Racine, Wisconsin, its administrators, executors, and assigns, hereinafter called the "Employer", party of the first part, and **TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 43** affiliated with the International Brotherhood of Teamsters, hereinafter called the "Union", party of the second part:

WITNESSETH:

ARTICLE 1. RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive bargaining agent for a single collective bargaining unit consisting of the employees of the Employer engaged in the classifications of work set forth in Article 9 of this Agreement, excluding lot helpers and general clean-up employees, quick lane personnel, professional employees, managerial employees and managerial trainees, new and used car salesmen, office clerical employees and guards and supervisors as defined in the National Labor Relations Act, as amended.

Section 2. The Employer hereby assigns all work within the classifications set forth in Article 9 below to employees in the bargaining unit covered by this Agreement. No person excluded from the bargaining unit shall perform work usually performed by employees within the unit. Such work shall include the passing of parts over the counter, the chasing and stocking of parts, all automotive service, maintenance and set-up work, and tasks incidental thereto. Parts Managers, to be a maximum of one (1) for each employer, will not be subject to the foregoing restrictions.

Section 3. Quick Lane work established by the Employer is not covered by or subject to the terms and conditions of this Agreement. Quick Lane functions shall include, but not be limited to, the following services for all makes and models of cars and light trucks:

Lube, Oil and Filter

Brakes

Tires/Wheels

Filters Steering*, Suspension* and Alignment*

Batteries, Alternators* and Starters*

Wiper Blades

Lamps and Bulbs

Belts and Hoses

Cooling Systems*

Air Conditioning Systems*

Transmission Fluids and Filters

Scheduled Maintenance (not for 30,000 or 60,000 mile scheduled maintenance)

Such insurance shall consist of the M-K Plan without future retiree coverage.

The Employer's contribution shall be as follows:

Effective:	<u>4-13-14</u>	<u>4-12-15</u>	<u>4-17-16*</u>
	\$277.50 per week	\$308.50 per week	\$342.50 per week

The Employee's portion of premium, through payroll deduction, shall be as follows:

Effective: -	<u>4-13-14</u>	<u>4-12-15</u>	<u>4-17-16*</u>
	\$41.63 per week	\$46.28 per week	\$51.38 per week

*These are not to exceed rates and may be adjusted by the Fund!

Notwithstanding, the terms of the Participation Agreement executed by the Employer pertaining to the Fund or any changes to the Fund, the Employer shall not be required to contribute any amount in excess of the contributions described above.

Section 1. The Trust Agreement of the Central States, Southeast and Southwest Areas Health and Welfare Fund is incorporated into this Agreement and the Employer agrees to be bound by that Agreement.

Section 2. Contributions shall be paid on behalf of each full-time employee covered by the Collective Bargaining Agreement, for each contribution period such employee is entitled to receive compensation.

Section 3. If an employee is absent because of layoff, illness, or off-the-job injury and notifies the Employer of such accident, the Employer shall continue full coverage and pay his share of the premium for the employee and his dependents under the group insurance plan or plans for a period not less than four (4) weeks.

Section 4. If an employee is injured on the job, the Employer shall continue to maintain coverage and pay his share of the premium for the employee and his dependents under the group insurance plan or plans until such employee returns to work; however, such continued coverage shall be limited to a period of twenty-six (26) weeks.

Section 5. 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, sufficient monies to cover the Employer's and employee's costs of maintaining coverage under the group insurance plan or plans for the employee and his dependents for the entire period of the leave of absence.

ARTICLE 12. PENSIONS

Effective April 13, 2014, the Employer shall contribute to the CENTRAL STATES; SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of one hundred

~~one dollars and seventy cents (\$101.70)~~ per week for each employee covered by this Agreement, who has been on the payroll thirty (30) days or more, in accordance with the 1982 schedule. Effective **April 19, 2015**, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of ~~one hundred five dollars and eighty cents (\$105.80)~~ per week for each employee covered by this Agreement, who has been on the payroll thirty (30) days or more, in accordance with the 1982 schedule. Effective **April 17, 2016**, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of **one hundred ten dollars (\$110.00)** per week for each employee covered by this Agreement, who has been on the payroll thirty (30) days or more, in accordance with the 1982 schedule. The Employer and Union agree to coverage under the Default Schedule while the Pension Fund is in "critical status" as such term is defined for Pension Fund purposes, with the Employer making any required additional contribution under an applicable Rehabilitation Plan for the Pension Fund. In the event the Pension Fund comes out of "critical status" during the term of this Agreement, the Union and Employer will meet within sixty (60) calendar days of notice from the Pension Fund of such change in status to negotiate over whether an increase in the weekly contribution rate will prospectively apply.

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 Employer is a party.

By the execution of this Agreement, the Employer authorizes its entrance 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 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 these weeks into some other pension fund. 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. 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 cost of collection.

ARTICLE 13. MISCELLANEOUS PROVISIONS

Section 1. The Employer agrees to allow the Union and its representatives to post notices of Union Meetings on the Employer's Bulletin Board, which will be located near each time clock.

Section 2. Union Representatives. The employees covered by this Agreement have the right to be represented by a steward who shall be an employee of the Employer. The steward shall act as their representative in accordance with the provisions of this Agreement. The activities of the steward shall not interfere with regular shop operations. The Business Agent or any other authorized representative of the Union may attend any meetings between the Employer and the Steward. The Union Representative may visit the shop any time to see that there is no violation of the Agreement and to settle grievances.

Section 3. Privileges. There shall be a rest period in the morning and in the afternoon of each day for a period of ten (10) minutes each. The Employer may designate the time or times for rest periods if he so desires, and if he does designate a time it must be the same time for the entire week, and must be in the middle of the work period in the morning and afternoon.

There shall be a wash-up period of five (5) minutes immediately preceding the end of the work period.

Other work shifts shall have comparable privileges.

Section 4. Maintenance of Privileges It is agreed that any and all privileges enjoyed by the employees prior to the date of this Agreement will not be denied to them because of the signing of this Agreement. Such privileges shall continue to be enjoyed by the employees during the term of this Agreement.

Section 5. No employee shall engage on any basis in work that is competitive with the business of the Employer unless scheduled to work or compensated for less than the regular work week. Any employee doing so may be disciplined on the first offense by a suspension of up to three (3) days, and a maximum of discharge on the second offense falling within nine (9) months of the date of first offense. This Section should not be construed to mean that an employee may not work on his own automobile.

Section 6. Employees at no time may place or have their own automobiles in the garage of the Employer, nor may they at any time work on their own automobile in said garage unless given permission to do so by the Employer or a representative designated by him for this purpose, whose name shall be posted on the bulletin board.

COLLECTIVE BARGAINING AGREEMENT

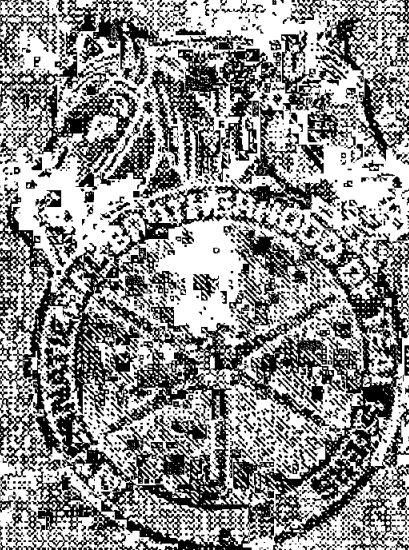
Between

B. GARCIA TRUCKING MISC.

and

TEAMSTERS, AUTOMOTIVE, PETROLEUM AND ALLIED TRADES
Local Union No. 50

affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS



RECEIVED

JUN 1 2015

CONTRACT
DEPARTMENT

September 1, 2013 August 31, 2016

AGREEMENT

THIS AGREEMENT, dated the first day of September, 2011, by and between B. GARCIA TRUCKING, INC. (or its successors) located in Fairmont City, Illinois, hereinafter called the "Company", Party of the First Part, and TEAMSTERS 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 agent for all of the employees of the Company as herein defined.

Section 2. The term "employee" as used in this Agreement shall include CHAUFFEURS, HELPERS AND TRUCK MAINTENANCE MEN.

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 or 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 expiration 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

with pay after two (2) year's service; three (3) week's vacation with pay after ten (10) year's service; and four (4) week's vacation with pay after fifteen (15) year's service. No employee shall be required to split his vacation.

ARTICLE XXV - HEALTH AND WELFARE PLAN 520

Section 1. Effective September 1, 2013, the Company agrees to pay Two Hundred Eighteen Dollars (\$218.00) per week to the Midwestern Teamsters Health and Welfare Trust Fund for all employees who have been on the payroll for thirty (30) calendar days and who have performed work for two (2) days or more for the Company during the week for which the contribution is made.

Effective September 1, 2014, the weekly contribution shall be Two Hundred Thirty-Eight Dollars (\$238.00) per week per employee.

Effective September 1, 2015, the weekly contribution shall be Two Hundred Fifty-Eight Dollars (\$258.00) per week per employee.

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 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 during the period of absence.

Section 3. Notwithstanding the above, during the term of this Agreement any Company may sponsor, in lieu of the Midwestern Teamsters Health and Welfare Trust Fund Plan, its own plan if it is equal to or is better than the aforementioned Trust Fund Plan.

ARTICLE XXVI - PENSION PLAN

Section 1. Effective September 1, 2013, the Employer shall contribute to the Central States, South East and Southwest Areas Pension Fund the sum of Seventy-Seven Dollars and Sixty Cents (\$77.60) per week for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days and works two (2) days a week.

Effective September 1, 2014, the sum shall be Seventy-Seven Dollars and Sixty Cents (\$77.60) per week per employee.

Effective September 1, 2015, the sum shall be increased to Eighty Dollars and Seventy Cents (\$80.70) per week per employee.

AGREEMENT

BETWEEN

GAUTHIER SONS CONSTRUCTION

AND

GENERAL TEAMSTERS UNION LOCAL 662

JUNE 1, 2011

TO

JUNE 1, 2016

RECEIVED

AUG 08 2011

**CONTRACT
DEPARTMENT**

EXCAVATING CONTRACTOR AGREEMENT

This Agreement made and entered into this day of July, 2011, by and between an Excavating Contractor part of the first part, hereinafter referred to as the "contractor" and General Teamsters Union Local 662, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

ARTICLE 1. PERIOD OF AGREEMENT

This Agreement shall continue in full force and effect from year to year thereafter and shall be subject to amendment or termination only if either party notifies the other party in writing of its desire to amend or terminate same, sixty (60) days prior to the 1st day of June, 2016, or the 1st day of June of any subsequent year. If the parties cannot arrive at a mutually satisfactory agreement on the proposed amendments by the termination date, or any anniversary date thereof, the terms of this Agreement shall remain in full force and effect until an agreement has been reached.

This Agreement will be opened sixty (60) days prior to June 1, 2012, June 1, 2013, June 1, 2014, June 1, 2015, for the purpose of negotiating Wages only.

This Agreement will be opened sixty (60) days prior to June 1, 2014, June 1, 2015, for the purpose of negotiating Health and Welfare rates only.

The parties to the Agreement shall be afforded all legal and economic recourse to enforce their demands.

ARTICLE 2. UNION SECURITY

All employees covered by this Agreement, as a condition of their continued employment, shall, commencing on the thirtieth (30th) day following the beginning of their employment, or the effective date of this Agreement, or the execution date of this Agreement, whichever is the latter, acquire and for the duration of this Agreement maintain membership in the Union. Failure of any employee to comply with the provision of this Article shall, upon written request of the Union, result in termination of such employee. This provision shall not apply in any state where such a requirement for acquiring or continuing membership in the Union as a condition of employment is prohibited by law, provided, however, that where any Agency Shop is permitted under the laws of such state, then such employees shall pay to the Union on the thirtieth (30th) day following the beginning of their employment or the effective date of this Agreement or the execution date of this Agreement, whichever is the latter, and while so employed, a sum equal to the amount paid by members thereof for initiation fee and monthly dues; and further provided that should laws of any state be changed by action of legislation, or by Court determination in such a way that the foregoing provisions

ARTICLE 23. EXAMINATION OF RECORDS AND PAYROLL

The Contractor agrees that if the Union receives a complaint from one of said Contractor's employees that said employee is not receiving the scale as provided for in this Contract and the Contractor claims otherwise, then the Contractor will permit a certified public accountant, who is to be designated and paid by the Union, to examine the pertinent portion of said Contractor's payroll and pay records relating to said employee, it being understood that a copy of said certified public accountant's audit or report is to be furnished to the Contractor upon request.

ARTICLE 24. UNION GENERAL CONTRACTORS

The Union agrees to furnish all Union General Contractors in the Fox River Valley with a list of Excavating Contractors who has signed this contract with the Union.

ARTICLE 25. PENSION

Effective May 29, 2011 the Employer 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 been on the payroll thirty (30) days or more.

Effective June 3, 2012 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 for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective June 2, 2013 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 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 who has been on the payroll thirty (30) days or more.

Effective May 31, 2015 the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of two hundred seventeen dollars and zero cents (\$217.00) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

This Fund shall be 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 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 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 made 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 not be a 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. Action for delinquent health and welfare and pension contributions may be instituted by the Local Union, the Area Conference or the Trustees. Employees who are delinquent must also pay all attorney fees and costs of collection.

AGREEMENT

BETWEEN.

GENERAL HARDWOOD COMPANY

AND

TEAMSTERS LOCAL UNION No. 247
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

Effective April 1, 2011 through April 2, 2016

RECEIVED

MAR 25 2013

**CONTRACT
DEPARTMENT**

A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of April, A.D., 2011, by and between GENERAL HARDWOOD COMPANY, located at 7201 E. McNichols, Detroit, Michigan 48212, party of the first part, and hereinafter termed the Employer, and Local Union No. 247, 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 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 I RECOGNITION, UNION SHOP AND DUES

SECTION 1. The Employer recognizes and acknowledges that the Union is the exclusive representative for wages, hours and other conditions of employment with the Employer of those classifications of employees covered by this Agreement and listed in Article XXV.

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 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, 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 make all dues or initiation fee payments.

SECTION 2. The Employer 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 Employer an executed copy of such authorization before any deductions shall be made. Deduction of dues shall be made the first (1st) pay in each month and the dues deducted shall be remitted to the Union not later than the fifteenth (15th) day of the month in which they are deducted.

SECTION 7. By the execution of this Agreement the Employer authorizes the Employers' 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 lawful actions already taken or to be taken by such trustees within the scope of their authority.

ARTICLE XX PENSION

SECTION 1. The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund for each regular full-time employee covered by this Agreement who has completed their probationary period, as follows:

<u>Effective Date:</u>	<u>Weekly Contribution Amount:</u>
4/1/11	\$156.20
5/1/12	\$168.70
5/1/13	\$182.20
5/1/14	\$193.10
5/1/15	\$204.70

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 Employer is also a party.

SECTION 3. By the execution of this Agreement the Employer authorizes the Employers' 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 lawful actions already taken or to be taken by such Trustees within the scope of their authority.

SECTION 4. Contributions to the Central States Pension fund must be made for each week on each regular employee who has worked more than one (1) day, even though such employees 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. If an employee is injured on the job the Employer shall continue to pay the required contributions until employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

SECTION 5. There shall be no deduction from equipment rental or 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. During the term of the Agreement remittance shall be payable on the first of each month for all full work weeks completed the previous month. Payments shall be made on or before the fifteenth (15th) of the month following the forwarded to a depository to be selected by the parties hereto. Copies of the Trust Agreement will be on file subject to inspection at the offices of both the Union and the Employer.

ARTICLE XXI CREDIT UNION & D.R.I.V.E.

If any employee desires to become a member of the credit union, the employer agrees to deduct from each employee, who so authorizes it in writing, a specified sum each and every payroll and to pay this sum to the Teamsters Credit Union of Wayne and Oakland Counties, not less frequently than monthly. The employee may revoke at any time this authorization and assignment by filing with the Employer and the credit union a statement in writing that he/she does not wish the Employer to continue making such deductions; provided, that such revocation shall not be effective for ten (10) days from the date it is received by both the Employer and the credit union.

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. 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 XXII MILITARY SERVICE

Any employee on the seniority list inducted into military, naval, marine or air service under the provisions of any Federal Selective Training Statute and amendments thereto, or any similar act in time of national emergency, respectively, shall, upon termination of such service, be re-employed in line with their seniority, at the then current rate for such work, provided he/she has not been dishonorable discharged from such service with the United States Government and is physically able to do work available; and further provided, he/she reports for work within ninety (90) days of the date he/she is discharged from such service with the United States Government.

AGREEMENT

GENERAL MATERIAL

2010 - 2015

THIS AGREEMENT, MADE AND ENTERED INTO AS OF THE 15TH DAY OF MARCH, 2010 BY AND BETWEEN GENERAL MATERIAL, HEREINAFTER CALLED THE "EMPLOYER", -AND THE CONSTRUCTION, BUILDING MATERIAL, ICE AND COAL, LAUNDRY AND DRY CLEANING, MEAT AND FOOD PRODUCTS DRIVERS, HELPERS, WAREHOUSEMEN, YARDMEN, SALESMEN AND ALLIED WORKERS, LOCAL UNION NO. 682, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, HEREINAFTER CALLED THE "UNION".

ARTICLE I - RECOGNITION

SECTION 1. THE EMPLOYER MEMBERS OF THE ASSOCIATION RECOGNIZES THE UNION AS THE EXCLUSIVE COLLECTIVE BARGAINING AGENT OF THE CHAUFFEURS, HELPERS AND WAREHOUSEMEN, BUT EXCLUDING OFFICE, CLERICAL AND PROFESSIONAL EMPLOYEES, GUARDS, LABORERS, HOISTING ENGINEERS, AND ALL OTHER EMPLOYEES AND SUPERVISORS FOR THE PURPOSE OF COLLECTIVE BARGAINING IN RESPECT TO RATES OF PAY WAGES, HOURS OF EMPLOYMENT OR OTHER CONDITIONS OF EMPLOYMENT.

SECTION 2. THE EMPLOYER WILL NEITHER NEGOTIATE NOR MAKE COLLECTIVE BARGAINING AGREEMENTS FOR ANY OF ITS EMPLOYEES IN THE BARGAINING UNIT COVERED HEREBY UNLESS IT BE THROUGH DULY AUTHORIZED REPRESENTATIVES OF THE UNION.

SECTION 3. THE EMPLOYER AGREES THAT IT WILL NOT SPONSOR OR PROMOTE, FINANCIALLY OR OTHERWISE, ANY LABOR GROUP, OR LABOR ORGANIZATION FOR THE PURPOSE OF UNDERMINING THE UNION; NOR WILL IT INTERFERE WITH, RESTRAIN, COERCE, OR DISCRIMINATE AGAINST ANY OF ITS EMPLOYEES IN CONNECTION WITH THEIR MEMBERSHIP IN THE UNION.

SECTION 4. THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES, THEIR SUCCESSORS, ADMINISTRATORS, EXECUTORS AND ASSIGNS.

ARTICLE 11 - REPRESENTATION

SECTION 1. THE UNION SHALL HAVE ONE OF THE EMPLOYEES AS SHOP STEWARD ON EACH SHIFT. HE SHALL NOT HAVE AUTHORITY TO CALL ANY STRIKE OR WORK STOPPAGES. THE STEWARD SHALL BE THE FIRST MAN PUT TO WORK AND THE LAST MAN LAID OFF IN CONFORMITY WITH THE ARBITRATION AWARD DATED MARCH 16, 1956. THE UNION SHALL NOTIFY THE EMPLOYERS IN WRITING AS TO WHO THE UNION SHOP STEWARD IS.

SECTION 2. THE EMPLOYER RECOGNIZES THE RIGHT OF THE UNION TO DESIGNATE JOB 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;

ARTICLE XVII - UNAUTHORIZED ACTIVITY

IT IS UNDERSTOOD AND AGREED THAT THE UNION SHALL HAVE NO FINANCIAL LIABILITY FOR ACTS OF ITS MEMBERS OR AGENTS WHICH ARE UNAUTHORIZED AND WHICH THE UNION CANNOT CONTROL. IT IS AGREED, HOWEVER, THAT IN THE EVENT OF ANY SUCH UNAUTHORIZED ACTION, THE UNION SHALL, UPON RECEIVING NOTICE THEREOF, URGE ITS MEMBERS TO RETURN TO WORK, IF THERE SHOULD BE A WORK STOPPAGE, AND JUST AS SOON AS PRACTICAL ADDRESS A LETTER TO THE COMPANY NOTIFYING THE COMPANY THAT THE ACTION OF THE UNION MEMBERS OR AGENTS IS UNAUTHORIZED.

THE COMPANY SHALL RETAIN THE RIGHT TO DISCIPLINE EMPLOYEES RESPONSIBLE FOR SUCH UNAUTHORIZED ACTIVITIES WITHOUT VIOLATION OF THE TERMS OF THIS AGREEMENT.

IN ORDER THAT THE COMPANY MAY BE APPRISED OF THE OFFICER OF THE UNION EMPOWERED TO AUTHORIZE STRIKES, WORK STOPPAGES, OR ACTIONS WHICH WILL INTERFERE WITH ACTIVITIES REQUIRED OF EMPLOYEES UNDER THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT ONLY THE TOP ADMINISTRATIVE OFFICERS OF THE LOCAL UNION HAS THE POWER OR AUTHORITY TO AUTHORIZE ANY SUCH ACTIONS OR GIVE THE ORDERS OR DIRECTIONS NECESSARY TO CARRY OUT ANY SUCH NOTICE. THE UNION SHALL NOTIFY THE EMPLOYER IN WRITING AS TO THE NAME OF ITS TOP ADMINISTRATIVE OFFICER.

ARTICLE XVIII - SAVINGS CLAUSE

THE AGREEMENT COVERS THE ENTIRE UNDERSTANDING BETWEEN THE EMPLOYER AND THE UNION. SHOULD ANY PROVISION OF THIS CONTRACT BE CONTRARY TO OR IN VIOLATION OF ANY APPLICABLE EXISTING OR FUTURE LAW, THEN SUCH PROVISION OF SUCH EVENT SHALL BE VOID AND OF NO FORCE AND EFFECT, BUT ALL OTHER PROVISIONS OF THIS AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT AND BE BINDING UPON THE PARTIES. IT IS THE INTENTION OF THE PARTIES TO FULLY PRESERVE THE FULL FORCE AND EFFECT OF ALL PROVISIONS OF THIS CONTRACT NOT CONTRARY TO LAW.

ARTICLE XIX - MANAGEMENT

THE MANAGEMENT OF THE COMPANY'S BUSINESS AND THE DIRECTION OF THE WORKING FORCES, INCLUDING THE RIGHT TO HIRE, SUSPEND, DISCIPLINE OR DISCHARGE FOR PROPER CAUSE, OR TO TRANSFER, TO PROMOTE OR DEMOTE, AND THE RIGHT TO RELIEVE EMPLOYEES FROM DUTY FOR LACK OF WORK OR FOR OTHER LEGITIMATE REASONS, AND TO ASSIGN EQUIPMENT, IS VESTED EXCLUSIVELY IN THE COMPANY, SUBJECT TO THE PROVISIONS OF THIS AGREEMENT.

ANY DISPUTE ARISING UNDER THIS CLAUSE SHALL BE SUBJECT TO ARBITRATION AS CONTAINED IN ARTICLE IX.

ARTICLE XX - PENSION

EFFECTIVE MARCH 15, 2010 THE EMPLOYER SHALL CONTRIBUTE THE SUM OF TWENTY FIVE DOLLARS AND SIXTY CENTS (\$32.20), PER EACH, OR PART OF A DAY EITHER WORKED OR COMENSATED, TO A MAXIMUM OF ONE HUNDRED TWENTY EIGHT DOLLARS (\$161.00) A WEEK, FOR EACH REGULAR EMPLOYEE COVERED BY THIS AGREEMENT WHO COMPLETED THIRTY (30) REGULAR WORKING DAYS OF EMPLOYMENT.

IF THE CENTRAL STATES PENSION FUND ADOPTS AN HOURLY CONTRIBUTION RATE DURING THE TERM OF THIS CONTRACT, THE ASSOCIATION HAS THE OPTION OF CHANGING THE CONTRIBUTION RATE TO AN HOURLY RATE.

THIS FUND SHALL BE THE CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. THERE SHALL BE NO OTHER PENSION FUND UNDER THIS CONTRACT FOR OPERATIONS UNDER THIS CONTRACT OR FOR OPERATIONS UNDER THE SOUTHEAST AND SOUTHWEST AREAS CONTRACT TO WHICH EMPLOYERS WHO ARE PARTY TO THIS CONTRACT ARE ALSO PARTIES.

THIS CONTRIBUTION SHALL BE MADE ON ALL EMPLOYEES RECEIVING ANY COMPENSATION FOR ANY WEEK, EXCEPT WHERE THE ONLY COMPENSATION RECEIVED BY AN EMPLOYEE IS HOLIDAY PAY.

IF ANY EMPLOYEE IS ABSENT BECAUSE OF ILLNESS OR OFF-THE-JOB INJURY AND NOTIFIES THE EMPLOYER OF SUCH ABSENCE, THE EMPLOYER SHALL CONTINUE TO MAKE THE REQUIRED CONTRIBUTIONS FOR A PERIOD OF FOUR (4) WEEKS. IF AN EMPLOYEE IS INJURED ON THE JOB, THE EMPLOYER SHALL CONTINUE TO PAY THE REQUIRED CONTRIBUTIONS UNTIL SUCH EMPLOYEE RETURNS TO WORK; HOWEVER, SUCH CONTRIBUTIONS SHALL NOT BE PAID FOR A PERIOD OF MORE THAN SIX (6) MONTHS. IF AN EMPLOYEE IS GRANTED A LEAVE OF ABSENCE, THE EMPLOYER SHALL COLLECT FROM SAID EMPLOYEE, PRIOR TO THE LEAVE OF ABSENCE BEING EFFECTIVE SUFFICIENT MONEYS TO PAY THE REQUIRED CONTRIBUTIONS INTO THE PENSION FUND DURING THE PERIOD OF ABSENCE.

IN THE EVENT ANY EMPLOYER MEMBER OF THE ST. LOUIS MATERIAL DEALERS ASSOCIATION IS DELINQUENT IN PAYMENT OF HIS CONTRIBUTIONS TO THE PENSION FUND, THE MATTER SHALL BE REFERRED TO THE UNION PRESIDENT, OR HIS DESIGNATED REPRESENTATIVE, REPRESENTING THE UNION AND ROBERT B. VINING, OR HIS DESIGNATED REPRESENTATIVE, REPRESENTING THE ASSOCIATION.

AN ATTEMPT SHALL BE MADE TO ADJUST THE MATTER WITHIN TWO (2) WEEKS AFTER THE UNION REPRESENTATIVE HAS ADVISED THE ASSOCIATION REPRESENTATIVE SUCH A DELINQUENCY EXISTS.

IN THE EVENT THE TWO REPRESENTATIVES CANNOT CORRECT THE DELINQUENCY TO THEIR MUTUAL SATISFACTION WITHIN THE STATED TWO (2) WEEK PERIOD, THE UNION SHALL BE FREE TO TAKE SUCH ACTION AS IT DEEMS NECESSARY UNTIL SUCH DELINQUENCY PAYMENTS ARE MADE, AND IT IS FURTHER AGREED THAT IN THE EVENT SUCH ACTION IS TAKEN, THE INDIVIDUAL EMPLOYER MEMBER NOT THE ASSOCIATION SHALL BE RESPONSIBLE TO HIS EMPLOYEES FOR LOSSES RESULTING THEREFROM.

ARTICLE XXI - MOONLIGHTING

SECTION 1. THE PARTIES HAVE NEGOTIATED AND AGREED UPON THE PROVISIONS OF THIS ARTICLE IN FURTHERANCE OF THEIR BELIEF THAT WORK EFFICIENCY IS IMPAIRED BY EMPLOYEES MOONLIGHTING AND THAT THE SAFETY OF PERSONS AND PROPERTY IS IN DANGER WHENEVER PERSONS UNDERTAKE TO WORK AT MORE THAN ONE JOB ON THE SAME DAY OR DURING THE SAME WEEK.

SECTION 2. IT IS THEREFORE UNDERSTOOD AND AGREED THAT NO PERSON SHALL BE EMPLOYED FOR THE PERFORMANCE OF WORK COVERED BY THIS LABOR CONTRACT OR CONTINUED IN SUCH EMPLOYMENT IF HE HAS OR ACQUIRES REGULAR OR PART-TIME EMPLOYMENT EITHER WITH ANOTHER EMPLOYER IN ANY CAPACITY OR WITH THIS EMPLOYER IN A TYPE OF WORK NOT COVERED BY THIS AGREEMENT.

**LETTER OF AGREEMENT
ON EXTENSION OF COLLECTIVE BARGAINING CONTRACT**

This letter of Agreement is between Teamsters Local Union No. 682 (hereinafter the "Union") and General Material (the "Company");

WHEREAS the Union and Company are parties to a current collective bargaining agreement, effective March 15, 2010,

WHEREAS, the Union and Company are parties to a Letter of Agreement concerning the Pension Protection Act by the Central States Southeast and Southwest Areas Pension Fund (hereinafter CSPP) regarding an increase in the pension contribution rate and the parties hereto previously agreed, effective May 1, 2009, for each day General Material makes a contribution to the Pension Fund for an employee, a payroll deduction of four dollars and twenty cents (\$4.20) will be made from that employee's paycheck.

WHEREAS the parties desire to extend their aforementioned Letter of Agreement for Collective Bargaining agreement for the duration of the collective bargaining agreement with effective dates of March 15, 2010 and March 15, 2015;

WHEREAS, Article V of the parties current collective bargaining agreement provides for an Eighty-Five Cent (\$0.85) total package increase per year on each anniversary date, March 15, of the current collective bargaining agreement.

NOW WHEREFORE it is agreed that the Article XX – Pension of the current collective bargaining contract is amended to reflect that any increase in the current contribution rate set forth therein, during the duration of the collective bargaining agreement will be deducted from the wage increase set forth in Article V.

This Letter of Agreement and the obligations of General Material under the Agreement shall expire March 14, 2015.

In addition, it is further agreed that all other terms and conditions of Article XX and the collective bargaining agreement shall remain unchanged.

Whereby the parties through their duly authorized agents have signed this extension below.

GENERAL MATERIAL

Redacted by U.S. Treasury

By: _____

Date: 11/4/10

TEAMSTERS LOCAL UNION NO. 682

Redacted by U.S. Treasury

By: _____

Date: 11-6-10

NOV 16 2010

CONTRACT
EXPIRATION

AGREEMENT

Between

SUPER FOOD SERVICES, INC.

a Subsidiary of Nash Finch Company

GENERAL MERCHANDISE SERVICES DIVISION

BELLEFONTAINE, OHIO

AND

TRUCK DRIVERS, WAREHOUSEMEN AND HELPERS

UNION LOCAL NO. 908 of the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LIMA, OHIO

Effective: February 24, 2013

Termination: February 27, 2016

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**CONTRACT
DEPARTMENT**

AGREEMENT

This AGREEMENT, made and entered into on or about February 24, 2013, by and between the TRUCK DRIVERS, WAREHOUSEMEN, AND HELPERS UNION LOCAL NO. 908 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, (hereinafter called the "Union", and SUPER FOOD SERVICES, INC., A Subsidiary of NASH-FINCH CO., GENERAL MERCHANDISE SERVICES DIVISION, BELLEFONTAINE, OHIO, (hereinafter called the "Company") and its successors and assigns as defined by the NLRA.

SECTION 1

Intent and Purpose

The Company and the Union each represent that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interest, to promote mutual respect, to provide a channel through which information and problems may be transmitted from one to the other, to formulate the rules, to govern the relationship between the Union and the Company, to promote efficiency and service, and to set forth herein the basic agreements covering rates of pay, hours of work, dispute procedure, and conditions of employment.

References made herein which refer to the masculine gender are done for expediency and refers to all employees.

All Agreements and/or understanding other than this Agreement must be in writing, and signed by both a representative of the Company and the Union.

SECTION 2

Recognition

The Company hereby recognizes the Union as the exclusive bargaining agent for all general merchandise employees warehousemen, helpers, warehouse janitors and production employees excluding guards, dispatchers, office workers and supervisory employees, with the authority to hire, promote, discharge or otherwise effect changes in the status of employment, or effectively recommend such action, and also excluding work currently and previously done outside the building.

SECTION 3

Union Security

3.1 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, and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) working 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 (30th) working day following the beginning of

SECTION 23
Unsafe Equipment

23.1 Employees shall immediately report to the Company, in writing; all defects in equipment and all accidents and the names and addresses of all witnesses to accidents.

23.2 The Company shall not require employees to operate any warehouse equipment or red-tagged equipment, which is not in a safe operating condition.

23.3 This Agreement is not intended to and shall not be construed as creating or imposing upon the Union any state common law duties, or to impose upon the Union any responsibility for the employer's maintenance of the job safety requirements of this contract.

SECTION 24
Health and Welfare and Pension

24.1 **Insurance:** The Employer shall contribute to the Ohio Conference of teamsters & Industry Health and Welfare Fund (the "Fund") for Plan 6-PPO the following amounts per week for each eligible employee covered by this Agreement who has been on the payroll for thirty (30) calendar days.:

Effective February 24, 2013	\$272.00 per week
Effective March 1, 2013	\$240.00 per week
Effective March 1, 2014	\$266.00 per week
Effective March 1, 2015	\$287.00 per week

Employee co pays shall be Thirty Two dollars (\$32.00) per week effective upon ratification.

24.2 Contributions must be made each week on each eligible regular employee on the seniority list, regardless of whether the employee works less than the regular workweek. Any hour or day for which an employee received compensation in accordance with the provisions of this Agreement shall be considered a day worked, and the full contribution for the week shall be due and payable.

24.3 By execution of this Agreement, the Employer subscribes and becomes a party to the Trust Agreement of the Fund, and agrees to be bound by action taken by the Trustees of the Fund now serving or who may serve in the future, hereby expressly waiving all notice and ratifying all action taken or to be taken by the Trustees within the scope of their authority, including the assessment of reasonable interest, liquidated damages, and attorney fees in the event of an Employer delinquency.

24.4 Notwithstanding anything to the contrary in this Agreement, the Employer agrees that in the event it is delinquent in the payment of its contributions to the Fund in accordance with rules and regulations of the Fund, the Trustees, after having given appropriate notice of

such delinquency, shall have the right to take action deemed necessary, to enforce payment.

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

24.5 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 regarding the Employer to secure, provide, or pay for welfare or insurance benefits or coverage of the type being provided by the Fund, it is understood that the plan of benefits provided by the Fund may have to be varied in compliance with such law or regulation. If such law or regulation does not permit the Fund to assume 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.

24.6 The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund for each regular full time employee covered by this Agreement who has been on the payroll thirty (30) working days or more. The rate of contributions are as follows:

	Effective Date	Weekly
First Year	2/24/2013	\$193.50
Second Year	2/23/2014	\$201.20
Third Year	2/22/2015	\$209.20

24.7 By execution of this Agreement, the Employers Associations who are signatories to collective bargaining agreements with Teamsters Unions containing similar provisions entering into appropriate trust agreements necessary for the administration of the Health & Welfare & Pension Fund, the Employer Trustee under such Trust Agreements, and the Union, through the Employer's proper execution of this Agreement, do hereby agree to indemnify and save the Employer harmless against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken by said Trustees or by all Trustees of the Health & Welfare & Pension Fund either Union or Employer designated, where such actions are found to be, by appropriate authorities, Commissions, Regulatory Bodies, or Agencies, or tribunals, in violation of, or in noncompliance with any and all applicable State, Federal or Local regulations, laws or statutes governing such Trusts.

24.8 If an employee is absent because of illness or off-the-job injury and properly notifies the Company of such absence, the Company shall continue to make the required contributions to the Health & Welfare & Pension Fund for a period of twelve (12) weeks. If an employee is injured on-the-job, the Company shall continue to provide to pay the required contribution into the Health & Welfare & Pension Fund until such employee returns to work; provided, however, that such provision of contributions to the Health & Welfare & Pension Fund shall not be required 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 Health & Welfare & Pension Fund during the period of absence.

24.9 Contributions to the Pension Fund must be made for each week on each regular employee, even though such employee may have worked fewer than forty (40) hours during the week. No contributions shall be required of the Company for employee on layoff status.

24.10 Employees who work either temporarily as casuals, or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Section. (Except as stipulated in the Letter dated 6/24/99 from Central States Pension Fund, which is a part of this Agreement. If a part time employee working as a selector works over 1000 hours in a twelve (12) month period, Employer contributions will begin on behalf of that individual in the same amount as the applicable full time pension contribution.)

24.11 The Company requires a written thirty (30) day notice from any employee that is planning to retire.

SECTION 25 **Miscellaneous**

25.1 The Company agrees to exert every effort to obtain prompt payment of injury compensation claims by its compensation insurance carrier.

25.2 The Company shall not ask members of the Local to enter into any agreement in conflict with this Agreement. Any such Agreement shall be null and void.

25.3 Authorized agents of the Union shall have access to the Company's establishment during working hours, after obtaining permission from the office, for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; Provided, however, that there shall be no interruption of the Company's working schedule.

25.4 All equipment used by the employees in performance of their duties shall be furnished and maintained by the Company.

25.5 Insofar as possible, all employees covered by this Agreement shall purchase their groceries from a Nash Finch supplied stores.

25.6 Any full time or part time employee who is injured on the job shall be paid the remainder of shift. Proof of such injury must accompany the claim.

25.7 The Company shall provide adequate locker space for all employees. Only locks provided by the Company shall be permitted on Company lockers. The Company may inspect lockers with a Steward or other bargaining unit employee present, if immediately available.

25.8 There shall be no banking of benefits.

LABOR AGREEMENT

BETWEEN

ED GERSEK, INC.

AND

**GENERAL TEAMSTERS UNION
LOCAL 662**

JUNE 2, 2014

THRU JUNE 1, 2017

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JAN 22 2015

**CONTRACT
DEPARTMENT**

EXCAVATING CONTRACTOR AGREEMENT

This Agreement made and entered into this day of June 2, 2014, by and between an Excavating Contractor party of the first part, hereinafter referred to as the "contractor" and General Teamsters Union Local 662, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

ARTICLE 1 – PERIOD OF AGREEMENT

This Agreement shall continue in full force and effect from year to year thereafter and shall be subject to amendment or termination only if either party notifies the other party in writing of its desire to amend or terminate same, sixty (60) days prior to the 1st day of June 2017, or the 1st day of June of any subsequent year. If the parties cannot arrive at a mutually satisfactory agreement on the proposed amendments by the termination date, or any anniversary date thereof, the terms of this Agreement shall remain in full force and effect until an agreement has been reached.

ARTICLE 2 – UNION SECURITY

All employees covered by this Agreement, as a condition of their continued employment, shall, commencing on the thirtieth (30th) day following the beginning of their employment, or the effective date of this Agreement, or the execution date of this Agreement, whichever is the latter, acquire and for the duration of this Agreement maintain membership in the Union. Failure of any employee to comply with the provision of this Article shall, upon written request of the Union, result in termination of such employee. This provision shall not apply in any state where such a requirement for acquiring or continuing membership in the Union as a condition of employment is prohibited by law, provided, however, that where an Agency Shop is permitted under the laws of such state, then such employees shall pay to the Union on the thirtieth (30th) day following the beginning of their employment or the effective date of this Agreement or the execution date of this Agreement, whichever is the latter, and while so employed, a sum equal to the amount paid by members thereof for initiation fee and monthly dues; and further provided that should laws of any state be changed by action of legislation, or by Court determination in such a way that the foregoing provisions may not be applied, then the parties hereto shall, upon thirty (30) days written notice, renegotiate this provision.

Should any employee covered by this Agreement fail to become or remain a member of the Union, the Employer agrees to discharge such employee within two (2) working days after receipt of a written request from the Union to that effect.

The Employer agrees to recognize voluntary and properly signed authorization cards of its employees requesting the Employer to make deductions from wages for the amount of any delinquent dues or initiation fees, such amounts to be sent to the proper Local Union. When the Employer needs additional help, he shall give the Union equal opportunity with all other

ARTICLE 24 - UNION GENERAL CONTRACTORS

The Union agrees to furnish all Union General Contractors in the Fox River Valley with a list of Excavating Contractors who have signed this contract with the Union.

ARTICLE 25 - PENSION

Effective June 2, 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.

Effective June 2, 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 covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective June 2, 2016, 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 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 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 made 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 not be a 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 employees, 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. Action for delinquent health and welfare and pension contributions may be instituted by the Local Union, the Area Conference or the Trustees. Employees who are delinquent must also pay all attorney fees and costs of collection.

ARTICLE 26 - VACATIONS

Any employee who has completed one (1) year or more in the service of the Employer shall be entitled to one (1) week's vacation. Any employee who has completed ten (10) years or more in the service of the Employer shall be entitled to two (2) weeks vacation.

A vacation list shall be posted prior to April 1 and remain posted for thirty (30) days, during which time employees may express their preference in order of seniority for the taking of vacation. There shall be no changing of time except for emergency situations, or by mutual agreement between the Company and employee involved.

Vacation pay shall be a minimum of forty (40) hours of pay at the applicable hourly rate at the time of vacation taken.

ARTICLE 27 - FUNERAL LEAVE

In case of death in the immediate family of a regular employee, which will include spouse, children, parents, such employee shall be paid for all time lost from work up to and including eight (8) hours per day for the day before the funeral and the day including the funeral.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 14th day of Jan, 2014.

GENERAL TEAMSTERS UNION
LOCAL NO. 662

ED GERSEK, INC.

Redacted by U.S. Treasury

Redacted by U.S. Treasury

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JAN 22 2015

CONTRACT
DEPARTMENT

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

GOETTLE EQUIPMENT COMPANY

06/01/13 – 08/31/15

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**CONTRACT
DEPARTMENT**

Goettle Equipment Company
12071 Hamilton Avenue
Cincinnati, OH 45231

06/01/13 - 08/31/15

AGREEMENT

THIS AGREEMENT is entered into by the 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 GOETTLE EQUIPMENT COMPANY, hereinafter known as the Employer.

ARTICLE 1. RECOGNITION.

Section 1. The Employer 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 Employer as herein defined.

Section 2. The term "employee" as used in this Agreement shall include all truck drivers employed by the Employer directly, indirectly, or in any wholly owned or controlled subsidiary company of the Employer, who are engaged in construction work, coal hauling, demolition, excavating, hauling materials or machinery for construction or used in construction or demolition. The term "driver" shall include all chauffeurs of any type of equipment used for hauling as above described, regardless of type or nature. The driver's duties shall include assisting in the loading and unloading of trucks. When full-time bargaining unit employees are all being utilized and not on layoff, the Company may use other employees to deliver in pick-ups, one-ton trucks, boom trucks or straight trucks.

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. Any agreement between the Employer and any employee covered by this Agreement providing for wages, working conditions and other terms of employment contrary to the terms of this Agreement shall be void and of no effect, and the acceptance by the employee of any wages, working conditions or terms of employment less than those provided in this Agreement shall not constitute a waiver of the employee's rights to the wages, working conditions and terms of this Agreement.

Section 4. The Employer 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. GEOGRAPHICAL AREA.

This Agreement shall cover all work performed by the Company out of its Cincinnati, Ohio location.

ARTICLE 3. UNION SECURITY.

Section 1. It is agreed that the employees covered by this Agreement shall, as a condition of employment, become members of the Union no later than the thirty-first calendar day following the effective date of this

ARTICLE 18. PENSION FUND.

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 06/01/08 - The Employer shall continue to contribute the same weekly rates as required by the Fund to maintain Class 18 benefits and/or provide the same benefits as provided under the National Master Freight Agreement and Central Region Over-the-Road and/or Local Cartage Supplemental 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 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, 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.

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

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

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

Contributions to the pension fund must be made for each week on each regular employee, even though such employees 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 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 work week, either as a replacement or supplemental employee, the employer shall pay the full weekly contribution for that work week. In addition, any active employee on the seniority list and available for work, the Employer shall pay the full weekly contributions for that work week.

The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum required under the terms of the National Master Freight Agreement and Central States Area Local Cartage and/or Over-the-Road Supplemental Agreement for each tour of duty worked by each casual and/or probationary employee, until such time as such employee accrues seniority in accordance with the contract.

This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual. Any violation of this provision shall be subject to the grievance procedure.

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.

ARTICLE 19. 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 agrees to remit such deductions to the Union. Where the law requires written authorization for such deductions by an employee, such authorizations shall be furnished in the form required by law. No deduction shall be made which is prohibited by applicable law. Any monies so deducted shall be remitted to the Union within fifteen (15) days after deduction is made.

Upon receipt of properly executed authorization, the Employer agrees to make one annual deduction for remittance to D.R.I.V.E.

ARTICLE 20. SALE OR TRANSFER.

The parties hereto agree that this Agreement shall be binding upon themselves, their successors, administrators, executors and assigns, and in the event the business of the Employer signator hereto is sold, the Employer agrees to notify the purchaser of the existence of this Agreement and that as a purchaser of said business shall be bound by the terms thereof.

In the event the Employer purchases another company, and they are combined as one, the employees of the purchased company shall be added at the bottom of the existing seniority list.

ARTICLE 21. ENFORCEMENT.

The Union agrees that it will do all in its power to enforce the provisions of this Agreement with companies engaged in work similar to the Employer signator to this Agreement and working in the jurisdiction of the Union.

ARTICLE 22. PUBLIC WORKS.

Section 1. Where the Employer is the successful bidder on public works contracts which are being financed by federal funds or other public funds, and in which contracts the minimum rates established for drivers of the various equipment used in performing said work exceeds the hourly rates as herein provided, then the Employer under this Agreement shall pay such higher rates as provided for in public works contract and shall withhold from the employee's wages a sum equivalent to the difference between the public works hourly rates and the hourly rates established herein for each hour worked, provided said rates as fixed in the public works do not take into account any fringes such as health and welfare payments, pension payments, holiday pay or vacation pay.

A.J. GOSS DISTRIBUTOR, INC.
KANSAS CITY, MISSOURI

AND

TEAMSTERS LOCAL UNION NO. 41
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS.

JUNE 1, 2012 THROUGH JUNE 1, 2015



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JUN 14 2013

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ADDENDUM

THIS ADDENDUM, dated the 1ST DAY OF June, 2013 by and between A.J. GOSS DISTRIBUTORS, INC., located at 3805 Emanuel Cleaver II Blvd., Kansas City, Missouri hereinafter called the Employer, and TEAMSTERS LOCAL UNION NO. 41 affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the Local Union effective June 1, 2013 as an addendum to the MASTER DAIRY AGREEMENT,

ARTICLE 1 – RECOGNITION

Section 1. Pursuant to Section 1.2 of the Master Dairy Agreement, the bargaining unit for which the Local Union is recognized is all warehouse employees, wholesale route employees, relief employees, and working supervisors employed at the Employer's location.

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 the Local Union.

ARTICLE 2

Section 1. Probationary Employees

- a. A new employee shall work under the provision of this Addendum but shall be employed on a ninety (90) day trial basis, during which period he may be discharged without further recourse, however, the Employer may not discharge or discipline for the purpose of evading this Addendum or discriminating against Local Union members. After ninety (90) days the employee shall be placed on the regular seniority list. This ninety (90) day probation may be extended an additional ninety (90) days with mutual consent of the Union.

ARTICLE 11

The Local Union and the Employer agree that the Employer pays for all required examinations.

ARTICLE 12-HEALTH AND WELFARE

The Employer agrees to contribute to the Central States Health & Welfare Fund as follows for each employee after 30 days of employment.

Year 1	Year 2	Year 3
\$268.00/wk	\$281.40/wk	\$303.90/wk

ARTICLE 13 - PENSION

The Employer agrees to contribute to the Central States Southeast and Southwest Area Pension Fund as follows for each employee after ninety (90) days of employment.

Year 1	Year 2	Year 3
\$193.10/wk	\$200.80/wk	\$208.80/wk

ARTICLE 14-SAFETY-VEHICLES

Section 1. The Company shall not require employees to take out on the streets or highways any vehicles that are not in safe operating condition, or equipped with the safety appliance prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

Section 2. Both the Employer and the Union subscribe to and fully support the purpose and principals of the Williams-Steiger Occupational Safety and Health Act of 1970. The Union agrees to support the Employer in the enforcement of health and safety rules. Employees shall observe and obey all reasonable rules made by

A J GROSS DISTRIBUTOR INC.
ACCOUNT NO.: 3211500-0100-0004J-A

LETTER OF UNDERSTANDING AND AGREEMENT

Effective June 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.

A J GROSS DISTRIBUTOR INC.:

LOCAL UNION NO. 41

By: Redacted by U.S. Treasury

By: Redacted by U.S. Treasury

Title: President

Title: B.A. Local 41

Date: 11-6-13

Date: 11/6/13

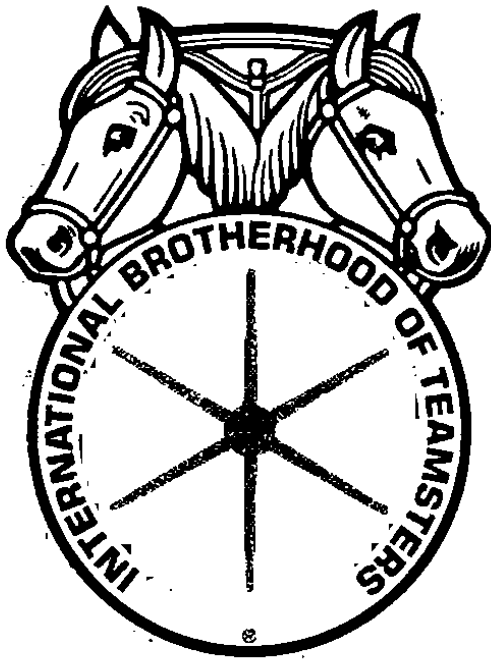
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DEPARTMENT

9377 West Higgins Road
Rosemont, Illinois 60018-4936
Phone: (847) 518-5200

www.centralstates.org



GRAHAM SHIP BY TRUCK

APRIL 1, 2013 THROUGH MARCH 31, 2018

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AUG 27 2013

CONTRACT
DEPARTMENT

AGREEMENT

This Agreement is entered into by and between GRAHAM SHIP BY TRUCK COMPANY (hereinafter the "Company") and the IBT Local Unions Nos. 41 and 696 (hereinafter the "Union").

1. Bargaining Unit. The parties agree and acknowledge that the bargaining unit covered by this agreement is and has heretofore been between a single employer, Graham Ship By Truck Company and the two Local Unions, Local 41 – Drivers and Shop Service Employees and Local 696 – Drivers..

2. Monetary.

a) Hourly Rates of Pay: The hourly rates of pay for regular employee shall be the following:

<u>Effective Date</u>	<u>Hourly Wage</u>
08/01/13	\$17.35
04/01/14	\$17.60
04/01/15	\$17.85
04/01/16	\$18.10
04/01/17	\$18.35

b) New Hires. Effective upon the ratification and execution of this agreement all probationary employees hired on or after that date shall receive the following hourly rates of pay:

Effective the first (1st) day of employment:

Base wage less - \$1.50

Effective the first (1st) day of second (2nd) year of employment:

Base wage less \$0.75

Effective the first (1st) day of third (3rd) year of employment:

Full base wage.

c) Casual. Casuals shall receive base wage less \$1.50.
There shall not be a "preferential" casual list.

3. Health and Welfare

Health and Welfare and Pension Contributions:

The Company agrees to contribute to the Central States Southeast and Southwest Areas Health and Welfare and Pension Fund the following amounts.

	C-6 with R4	H&W (Weekly)
	Member	Family,
August 4, 2013	\$164.50	\$366.30
August 3, 2014	\$175.50	\$398.70
August 2, 2015	\$188.10	\$432.10
August 1, 2016	Renewal rate to maintain plan	
August 1, 2017	Renewal rate to maintain plan	

Employees hired after 1-1-2009 will start under MM-200 plan and move to C-6 plan after three (3) years seniority.

	MM-200 with R4	H&W (Weekly)
	Member	Family
August 4, 2013	\$138.70	\$303.90
August 3, 2014	\$152.60*	\$343.00* (* not to exceed)
August 2, 2015	\$168.90*	\$387.10*

3a. Employees electing Family Coverage under the C-6 or MM-200 plan will pay a thirty (\$30.00) dollar a week co-pay.

Employees electing Members Only coverage under C-6 or MM-200 plan will pay a ten (\$10.00) dollar a week co-pay.

4. Pension

08/04/2013 to 04/01/2018 will pay \$68.40 per day for Plan V3.

Kansas City Shop Service Contract
for the period of
June 1, 2008 through May 31, 2012

Between

Graham Ship By Truck Company

And

Local Union No. 41
International Brotherhood of Teamsters

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**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT entered into by and between GRAHAM SHIP BY TRUCK CO: hereinafter referred to as the "Company" and Local Union No. 41 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS; hereinafter referred to as the "Union".

WHEREAS, the Company and the employees of the maintenance department covered by this Agreement, through their respective representative have negotiated with desire to stabilize employment and eliminate friction: therefore, it is the desire of the Company and all the said employees to incorporate the matters agreed upon and form a contract: therefore, and to this end, the parties hereto agree as follows:

ARTICLE 1 - RECOGNITION

Section 1

The Company agrees to bargain with the Union as the sole collective bargaining agent for all its employees affected by this Agreement. The Company will negotiate at all times necessary in the manner provided herein with the chosen accredited representatives of the Union for the purpose of settling disputes which may arise as to wages, hours, working conditions, discriminations, or other grievances which may exist or arise in the future.

Section 2.- Union Shop and Check-Off

The following two (2) paragraphs shall only apply to those establishments located in the State of Missouri:

- (a) Union Shop-Upon compliance with the requirements of Section 8(a) (3) (i) of the Labor-Management Relations Act, as amended, or upon a change in the law eliminating such requirements, membership in the Union shall be a condition of employment for all employees on or immediately after the thirty-first (31st) Calendar day following the beginning of such employment or the effective date of this provision, whichever is the later.
- (b) Union membership, for purpose of this Agreement, is required only to the extent that employees must pay either (1) the union's initiation fees and periodic dues or (2) service fees which in the case of a regular service fee payer shall be equal to the union's initiation fees and periodic dues, and in the case of an objecting service fee payer shall be the proportion of the initiation fees and dues corresponding to the portion of the union's total expenditures that support representational activities.
- (c) Upon receipt of proper written authorization from the employee, the Company will deduct from the pay of each employee covered by this Agreement all Union

ARTICLE 8 - HEALTH AND WELFARE FUND

The Company agrees to contribute to the Central States Southeast and Southwest Areas Health and Welfare and Pension Fund the following amounts.

	C-6 with R4	H&W (Weekly)
	Member	Family
August 1, 2008	\$121.50	\$258.10
August 1, 2009	\$127.60	\$273.50
August 1, 2010	\$133.80	\$288.90
August 1, 2011	Renewal rate to maintain plan	
August 1, 2012	Renewal rate to maintain plan	

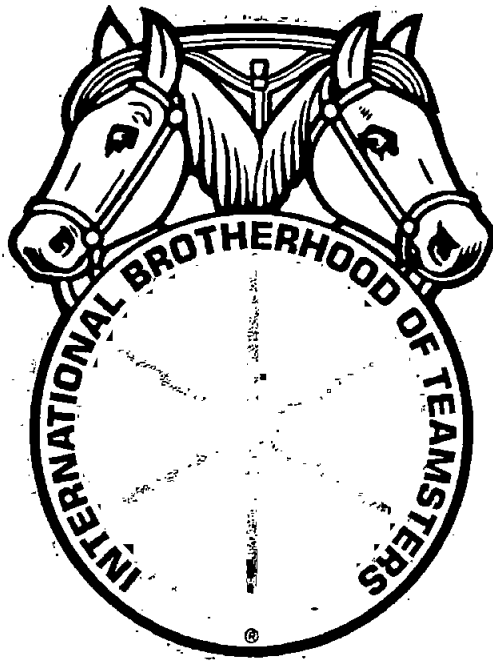
Employees hired after 1-1-2009, will start under MM-200 plan and move to C-6 plan after 3 years Seniority.

	MM-200 with R4	H&W (Weekly)
August 1, 2008	\$103.50	\$210.10
August 1, 2009	\$110.50	\$226.50
August 1, 2010	\$116.60	\$241.90
August 1, 2011	Renewal rate to maintain plan	
August 1, 2012	Renewal rate to maintain plan	

3a. Employees electing Family coverage under the C-6 or MM-200 plan will pay a Twenty (\$20.00) dollar a week (Co-pay)

ARTICLE 9 - PENSIONS

	Daily
August 1, 2008	\$55.73
August 1, 2009	\$60.19
August 1, 2010	\$65.00
August 1, 2011	\$70.20
August 1, 2012	\$75.82



GRAHAM SHIP BY TRUCK

APRIL 1, 2013 THROUGH MARCH 31, 2018

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CONTRACT
DEPARTMENT

AGREEMENT

This Agreement is entered into by and between GRAHAM SHIP BY TRUCK COMPANY (hereinafter the "Company") and the IBT Local Unions Nos. 41 and 696 (hereinafter the "Union").

1. Bargaining Unit. The parties agree and acknowledge that the bargaining unit covered by this agreement is and has heretofore been between a single employer, Graham Ship By Truck Company and the two Local Unions, Local 41 – Drivers and Shop Service Employees and Local 696 – Drivers.

2. Monetary.

a) Hourly Rates of Pay. The hourly rates of pay for regular employee shall be the following:

<u>Effective Date</u>	<u>Hourly Wage</u>
08/01/13	\$17.35
04/01/14	\$17.60
04/01/15	\$17.85
04/01/16	\$18.10
04/01/17	\$18.35

b) New Hires. Effective upon the ratification and execution of this agreement all probationary employees hired on or after that date shall receive the following hourly rates of pay:

Effective the first (1st) day of employment:
Base wage less - \$1.50
Effective the first (1st) day of second (2nd) year of employment:
Base wage less \$0.75
Effective the first (1st) day of third (3rd) year of employment:
Full base wage.

c) Casual. Casuals shall receive base wage less \$1.50.
There shall not be a "preferential" casual list.

3. Health and Welfare

Health and Welfare and Pension Contributions:

The Company agrees to contribute to the Central States Southeast and Southwest Areas Health and Welfare and Pension Fund the following amounts.

	C-6 with R4	H&W (Weekly)
	Member	Family
August 4, 2013	\$164.50	\$366.30
August 3, 2014	\$175.50	\$398.70
August 2, 2015	\$188.10	\$432.10
August 1, 2016	Renewal rate to maintain plan	
August 1, 2017	Renewal rate to maintain plan	

Employees hired after 1-1-2009 will start under MM-200 plan and move to C-6 plan after three (3) years seniority.

	MM-200 with R4	H&W (Weekly)
	Member	Family
August 4, 2013	\$138.70	\$303.90
August 3, 2014	\$152.60*	\$343.00* (* not to exceed)
August 2, 2015	\$168.90*	\$387.10*

3a. Employees electing Family Coverage under the C-6 or MM-200 plan will pay a thirty (\$30.00) dollar a week co-pay.

Employees electing Members Only coverage under C-6 or MM-200 plan will pay a ten (\$10.00) dollar a week co-pay.

4. Pension

.08/04/2013 to 04/01/2018 will pay \$68.40 per day for Plan V3.

Central States Area Local Cartage Supplemental Agreement
Covering the Period
April 1, 2013 through March 31, 2018

Contract Provisions Incorporated by Reference

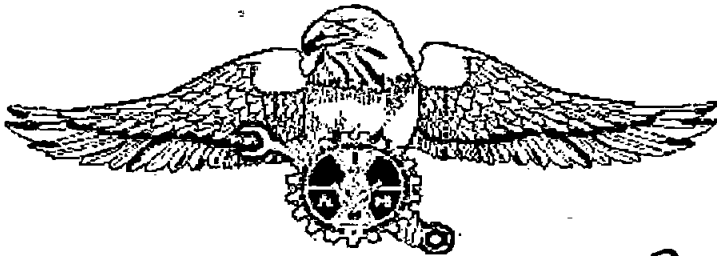
<u>ARTICLE NO.</u>	<u>CAPTION.</u>
Article 41	Probationary Employees, Union membership Employment Agency Fees, Work Assignments Transferability
Article 42	Absence
Article 43	Seniority
Article 46	Discharge and Suspension
Article 47	Examination and Identification Fees
Article 48	Meal Period
Article 49	Pay Period
Article 50	Paid-For Time
Article 52	Holidays
Article 53	Funeral Leave
Article 54	Health and Welfare Benefits
Article 55	Pensions
Article 57	Separation of Employment
Article 58	Sanitary Conditions
Article 59	Rain Gear, Aprons, Gloves and Yard Lights
Article 61	Workday and Workweek

*Only those Articles and Sections specifically listed are to be incorporated

**AGREEMENT BETWEEN
GRAHAM SHIP BY TRUCK COMPANY**

and

**LOCAL LODGE 778,
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**



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**CONTRACT
DEPARTMENT**

JULY 1, 2013 – JUNE 30, 2018

AGREEMENT

This Agreement covers **GRAHAM SHIP BY TRUCK COMPANY** Employer signatory hereto (hereinafter referred to as the "Employer") and the **INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO**, and the **Local Lodge 778** signatory hereto (hereinafter referred to as the "Union").

ARTICLE 1

Recognition

Section 1. Preamble. The Employer signatory hereto recognizes the Union as exclusive collective bargaining representative of those employees who are employed in those classifications covered by this collective bargaining agreement between the signatory Employer and Union expiring June 30, 2018.

Section 2. Single Bargaining Unit. The Employer and Union hereto agree to create a single employer, single union collective bargaining unit covering employees of the Employer working at Kansas City, Missouri.

Section 3. Employer Covered. The Employer consists of employer signatory hereto (namely Graham Ship By Truck Company)

Section 4. Unions Covered. The Union consists of the International Association of Machinists and Aerospace Workers, AFL-CIO, Local Lodge 778 who are a party to this Agreement as hereinafter set forth.

Section 5. 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 which had collective bargaining agreements with the Union which expired on March 31, 2008, to any Employer maintained shop facility within the territory of the states of Illinois (excluding the Chicago area), Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, South Dakota and Wisconsin so as to cause layoffs 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 and located sixty (60) miles or more from the existing shops which are covered by this Agreement. The scheduled work weeks 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 Employer and a Union are not signatory to this Agreement.

holiday pay, then in such case he shall receive an extra day's pay for each holiday, in the week in which he returns to work. Said extra day's pay shall be equivalent to eight (8) hours at the straight time hourly rate specified in the Contract. An employee who was laid off because of lack of work and is not recalled to work within the aforementioned thirty (30) day period is not entitled to the extra pay upon his return.

ARTICLE 23:

Health and Welfare Fund and Pension

Health and Welfare and Pension Contributions:

The Company agrees to contribute to the Central States Southeast and Southwest Areas Health and Welfare and Pension Fund the following amounts.

C-6 with R4		H&W (Weekly)
	Member	Family
August 4, 2013	\$164.50	\$366.30
August 3, 2014	\$175.50	\$398.70
August 2, 2015	\$188.10	\$432.10
August 1, 2016	Renewal rate to maintain plan	
August 1, 2017	Renewal rate to maintain plan	

Employees hired after 1-1-2009 will start under MM-200 plan and move to C-6 plan after three (3) years seniority.

MM-200 with R4		H&W (Weekly)
	Member	Family
August 4, 2013	\$138.70	\$303.90
August 3, 2014	\$152.60*	\$343.00* (*not to exceed)
August 2, 2015	\$168.90*	\$387.10*

3a. Employees electing Family Coverage under the C-6 or MM-200 plan will pay a thirty (\$30.00) dollar a week co-pay.

Employees electing Members Only coverage under C-6 or MM-200 plan will pay a ten (\$10.00) dollar a week co-pay.

PENSION

08/04/2013 to 04/01/2018 will pay \$68.40 per day for Plan V3:

The Employer is not obligated to pay Health and Welfare, or any fringe benefits (holidays, etc.) except Pension to such casual employees. 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 eighteen (18) months. The Company will continue to pay Pension 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 twelve (12) months.

ARTICLE 24

Compensation Claims

Section 1. Compensation Claims.

- (a) The Employer agrees to cooperate toward the prompt disposition of employee on-the-job injury claims. The Employer shall provide worker's 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. No employee will be disciplined or threatened with discipline as a result of filing an on-the-job injury report. The Employer or its designees shall not visit an Injured worker at his/her home without his/her consent.
- (b) An employee who is injured on the job, and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his/her regular shift on that day. An employee who has returned to his/her regular duties after sustaining a compensable injury who is required by the worker's compensation doctor to receive additional medical treatment during his/her regularly scheduled working hours shall receive his/her regular hourly rate of pay for such time. Where not prohibited by state law, employees who sustain occupational injury or illness shall be allowed to select a physician of their own choice and shall notify the Employer in writing of such physician.

ARTICLE 25

Wages.

Section 1. The Employer agrees to pay the following hourly wage rates for the different classifications:

'21'

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
GRAND BLANC CEMENT
(PLANT)
AND
TEAMSTERS LOCAL 332, Affiliated With The
International Brotherhood of Teamsters
FLINT, MICHIGAN

EFFECTIVE DATES
APRIL 29, 2014-----APRIL 28, 2016

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**CONTRACT
DEPARTMENT**

**GRAND BLANC CEMENT
(PLANT)**

**AGREEMENT
FLINT, MICHIGAN**

THIS AGREEMENT, made and entered into this day 29th of April, 2014 by and between Grand Blanc Cement, located at 10709 S. Center Rd., Grand Blanc, Michigan 48439, party of the first part and hereinafter termed the Employer, and Teamsters, Local 332, affiliated with the International Brotherhood of Teamsters, located at 1502 South Dort Highway, Flint, 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 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 the attached Schedule "A".

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 Agreement, whichever is the later, 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 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, whichever is the later. No provision of this Article shall apply to the extent that it may be prohibited by State Law.

Section 3. 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.

If an employee is granted a leave of absence, the employee shall make arrangements prior to the leave of absence being effective, to pay sufficient monies for 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 Company is delinquent at the end of a monthly period in the payment of its contribution to the Health and Welfare Fund in accordance with the rules, the Local Union shall give 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.

It is agreed that the Health and Welfare Fund will be administered by the Union and the Company in compliance with all applicable laws and regulations both State and Federal.

By execution of this Agreement, the Employer and the Union shall enter into appropriate trust agreements necessary for the administration of such funds within the scope of their authority. The Employer does not waive notice of nor ratify actions taken by the trustees by entering into this Agreement.

ARTICLE 18 **PENSIONS**

The Company will continue to make contributions according to the Primary Schedule for the term of this Contract as follows:

Effective 4/29/14	\$274.00/week
Effective 4/29/15	\$290.40/week

The above amounts not to exceed five (5) days per week contributed for the term of this Contract.

Contributions will be remitted to the Central States Pension Fund on behalf of any employee covered by the Collective Bargaining Agreement, except seasonal employees, after the employee has been on the Employer's payroll for sixty (60) calendar days, regardless of hire date, probationary status, 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 an individual employed on a seasonal basis works one thousand (1,000) hours or more in any twelve (12) month period, he will be considered a regular employee for purpose 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.

All payments to the Central States Southeast & 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 - Account 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 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 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.

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 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.

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 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.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

GRAND BLANC CEMENT

(DRIVERS)

AND

TEAMSTERS LOCAL 332, Affiliated With The

International Brotherhood of Teamsters

FLINT, MICHIGAN

EFFECTIVE DATES

APRIL 29, 2014-----APRIL 28, 2016

RECEIVED

JUL 08 2014

**CONTRACT
DEPARTMENT**

**GRAND BLANC CEMENT
DRIVERS
AGREEMENT
FLINT, MICHIGAN**

THIS AGREEMENT, made and entered into this 29th day of April, 2014 by and between Grand Blanc Cement, located at 10709 S. Center Rd., Grand Blanc, Michigan 48439, party of the first part and hereinafter termed the Employer, and Teamsters Local 332, affiliated with the International Brotherhood of Teamsters, located at 1502 South Dort Highway, Flint, 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 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 the attached Schedule "A".

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 Agreement whichever is the later, 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 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 execution of this Agreement, whichever is the later. No provision of this Article shall apply to the extent that it may be prohibited by State Law.

Section 3. 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.

ARTICLE 17
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 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 18
PENSIONS

The Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund according to the Primary Schedule, for each employee covered by this Agreement who is on the regular seniority list, unless otherwise specified, a contribution of:

<u>Rate</u>	<u>Not to exceed</u>	<u>Effective</u>
\$56.10 per day	\$280.50 per week	4/29/14
\$59.50 per day	\$297.50 per week	4/29/15

The above amounts not to exceed five (5) days per week contributed for the term of this Contract.

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 hire date, probationary status, or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

All payments to the Central States Southeast & 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 - Account 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 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 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.

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 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 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.

It is agreed that the Pension Fund will be separately administered each jointly by the 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 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.

COLLECTIVE BARGAINING AGREEMENT

Between

GRAND RAPIDS GRAVEL COMPANY

And

**TEAMSTERS LOCAL 406,
an affiliate of the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

Effective: December 10, 2012 – December 9, 2015

RECEIVED

MAR 01 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of **December, 2012** by and between **Grand Rapids Gravel Company** with its principal office in Grand Rapids, Michigan, party of the first part and hereinafter termed "Employer", and **General Teamsters Union Local No. 406** affiliated with the International Brotherhood of Teamsters, party of the second part, hereinafter termed "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 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 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 Appendix A. It is understood that all work within the jurisdiction of General Teamsters Union, Local No. 406 shall come within the scope of this Agreement, and further, that the terms hereof shall be applicable to all work within classifications herein provided.

Section 2. 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. 406 not later than either the 31st day following the beginning of their employment or the 31st day following the effective day of this clause whichever is the later.

Section 3. The Employer agrees to deduct from the pay of each employee, all dues, assessments, service fees, and initiation fees and pay such amount deducted to said Local Union No. 406 for each and every employee covered by this Agreement, provided, however, that the Union presents to the Employer voluntary authorizations, signed by each employee, allowing such deductions and payments to the Local Union as aforesaid.

Section 4. The Company and the Union agree that, except as specifically provided herein, no employee shall be permitted to engage in Union activity on Company time. This paragraph is not intended to restrict speech that does not interfere with an employee's duties or when a steward is investigating a complaint.

New hires will receive the above insurance coverage after six (6) months of continuous employment. A layoff of more than sixty (60) days will reset the 6-month clock. The employee's share of the cost shall be paid by payroll deduction on a weekly pre-tax basis.

(b) All contributions to the Fund must be made in accordance with the terms of the Fund and any related Trust Agreement.

(c) Contributions to the Fund must be made each week for each regular employee for work performed, even though such employee may work only part time under the provisions of this Agreement, including paid vacations. 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.

(d) If an employee is absent, qualifies for FMLA leave, and properly notifies the Employer of such absence, the Employer shall continue to make the required contributions to the Fund for a maximum of twelve (12) weeks in any fifty-two (52) calendar week period.

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

(f) It is agreed that the Fund shall be administered jointly by Employers and Unions and in compliance with all applicable laws and regulations, both State and Federal.

(g) When an employee is placed on layoff, the employee may be entitled to receive coverage under the Michigan Conference of Teamsters Welfare Fund's bank provisions.

(h) Opt Out. Employees may opt out of Michigan Conference of Teamsters Welfare Fund ("MCTWF") medical benefits plan coverage pursuant to the Company's Cafeteria Plan maintained in compliance with Section 125 of the Internal Revenue Code and subject to and in accordance with the terms and conditions of MCTWF'S Opt Out Rules. When an employee has successfully opted out, the Company will pay the employee one half (1/2) of the weekly cost the Company would otherwise have had to pay for health insurance costs for the opt out employee as set forth above. The Opt Out payment is a taxable benefit to the employee and will be subject to all applicable taxes and withholdings. Opt Out payments will not be paid for vacation weeks:

(i) By 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 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.

Section 2. Pension.

(a) Unless otherwise specified in this Agreement, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund, hereinafter referred to as the "Fund", a daily contribution limited to a maximum of five (5) work days a week for each

employee covered by this Agreement following successful completion of the probationary period. The Employer agrees to contribute to the Fund pursuant to Benefit Class 17b as follows:

\$182.20/week	Effective February 6, 2012
\$37.60/day	Effective December 10, 2012
\$39.90/day	Effective February 6, 2013
\$42.30/day	Effective February 6, 2014
\$44.80/day	Effective February 6, 2015

(b) All payments to the Teamsters' Pension Fund must be made within fifteen (15) days from the end of the calendar month for which the Employer is remitting to such depository as may be designated by the Trustees of the Teamsters' Pension Fund.

(c) Contributions to the Teamsters' Pension Fund must be made each week on each regular employee for work performed, even though such employee may work only part time under the provisions of this Agreement, including paid vacations. 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.

(d) If any employee is injured on the job, the Employer shall continue to make the required contributions to the Teamsters' Pension Fund until such employee returns to work; however, such contributions shall not be made for a period of more than twelve (12) months.

(e) It is agreed that the Teamsters' Pension Fund will be administered jointly by the Employers and Union in compliance with all applicable laws and regulations, both state and federal.

(f) By 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 for the administration of such Fund 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 VIII

TRANSFER ALLOWANCE

The Company agrees to an allowance of Eight Dollars (\$8.00) for each transfer between locations that are at least 10 miles apart if the employee is required to furnish his own transportation.

ARTICLE IX

MINIMUM CLASSIFICATION RATES

Where new types of equipment for which rates of pay are not established by this Agreement are put into use after the effective date of this Agreement, within operations covered by this

ARTICLES OF AGREEMENT

BY AND BETWEEN

GRAPHIC PACKAGING INTERNATIONAL, INC.

Paperboard Packaging Group

Kalamazoo, Michigan

and

INTERNATIONAL BROTHERHOOD

OF TEAMSTERS, CHAUFFEURS,

WAREHOUSEMEN AND

HELPERS OF AMERICA

Local Union 7

August 1, 2014 through July 31, 2018

RECEIVED

MAY 11 2015

CONTRACT
DEPARTMENT

AGREEMENT

Graphic Packaging International, Inc. and Local Union #7 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America join in meeting the competition for the preservation of jobs and maintaining a productive and effective operation.

We have joint concern for safety, quality, productivity and service.

The importance of continued realistic and cooperative labor management relations are essential in achieving and maintaining this important goal.

ARTICLES OF AGREEMENT

THIS AGREEMENT made and entered into this 16th day of July, 2014 between LOCAL UNION NO. 7 affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, located at Kalamazoo, Michigan, hereinafter called the UNION, and the Graphic Packaging International, Inc. of Kalamazoo, Michigan, hereinafter called the COMPANY or the MANAGEMENT.

WITNESSETH:

That the mutual desire of the parties hereto being to continue to promote cooperation and harmony, the parties hereto agree as follows:

July Fourth, Labor Day, Thanksgiving Day, Friday after Thanksgiving, December 24th, Christmas Day and December 31st. For purposes of this Article, the holiday begins at 7:00 a.m. of the holiday, or if the holiday falls on Sunday, the day of its legal observance, and shall continue for twenty-four (24) hours thereafter. The day of the week on which December 24th and December 31st fall shall be recognized as the holiday even though it may be Saturday or Sunday. To be eligible for holiday pay an employee must be on the payroll and must work either his scheduled work day preceding the holiday or his scheduled work day following the holiday.

Section 2. An employee who works any of the above listed holidays will be paid at the rate of double time for all hours worked in addition to the holiday pay specified above.

Section 3. One (1) additional paid holiday will be available, the date to be determined jointly by the Union and Management before January 1st of each year.

ARTICLE XI INSURANCE AND PENSION

Section 1. The group insurance program, referenced in Exhibit "A", will be effective on the dates listed on Exhibit "A".

Section 2. The Company will pay the entire premium of employee's Basic Life Insurance.

Section 3. Effective the first of the month following ratification, the parties agree that Company and Employee weekly contributions 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 has been on the payroll thirty (30) days, will be:

	<u>Company</u>	<u>Employee</u>
<u>Effective April 27, 2014</u>	<u>\$100.00</u>	<u>\$40.20</u>
<u>Effective April 27, 2015</u>	<u>\$100.00</u>	<u>\$48.60</u>
<u>Effective April 27, 2016</u>	<u>\$100.00</u>	<u>\$54.50</u>
<u>Effective April 27, 2017</u>	<u>\$100.00</u>	<u>\$60.70</u>

All payments into the Central States, Southeast and Southwest Areas Pension Fund must be made fifteen (15) days from the end of each calendar month to the American National Bank, P.O. Box 1431, Chicago, IL 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 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 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, 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 twelve (12) months.

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 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 his contributions to the Pension Fund, in accordance with the rules and regulations of the Trustees of such Fund, and after the proper officials 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 administered 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 Fund and to designate the Employer Trustees under such Trust 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.

ARTICLE XII DISCIPLINE AND DISCHARGE

Section 1. Uniform rules and regulations shall be established for the Motor Truck Division. Such rules and regulations shall be posted in the Motor Truck Division and shall be adhered to by all concerned. The Management will notify the Union before making any changes in the rules and regulations.

Section 2. The Management shall not discharge any employee without just cause. Any employee guilty of misconduct shall be given a written notice of the action that is taken and a copy shall be given to the Union. An employee may be discharged without warning notice if the action is taken because of dishonesty, contributing to the injury of oneself or another person while under the influence of drugs or alcohol, carrying unauthorized passengers, willful destruction of Company or employee's property, immorality, or a flagrant violation of any Company rule or regulation.

Section 3. The following actions, which are disruptive of normal efficient operations, shall be grounds for

07/14/2014 12:28 5137694428

TEAMSTERS LOCAL 100

PAGE. 02/03

GRAYCOR

**LOCAL 100 GENERAL CONSTRUCTION ADDENDUM
FOR EMPLOYERS SIGNED TO THE
NATIONAL MAINTENANCE AGREEMENT
AND THE
PRESIDENT'S AGREEMENT**

CONTRACT PERIOD: 07/01/14 - 06/30/17

WAGE RATES:

<u>CLASSIFICATION</u>	<u>07/01/14</u>	<u>EFFECTIVE 07/01/15</u>	<u>07/01/16</u>
Field Foreman	\$24.76	\$25.01	\$25.26
Dispatcher-Mechanic	\$24.56	\$24.81	\$25.06
Truck Driver Group	\$24.06	\$24.31	\$24.56

HEALTH & WELFARE:

	<u>BENEFIT PLAN</u>	<u>WEEKLY RATE</u>
Effective 07/03/14	C4	\$304.00
Effective 07/01/15	C4	Not to exceed \$334.40*
Effective 07/01/16	C4	Not to exceed \$367.80*

*If additional money is needed for the Health & Welfare and/or Pension contribution in year 2nd or 3rd of this contract, it shall be deducted from wages. If less money is needed, it shall be added to wages.

PENSION:

	<u>BENEFIT CLASS</u>	<u>WEEKLY RATE</u>
Effective 07/03/14	17B	\$212.20
Effective 07/01/15	17B	\$220.70
Effective 07/01/16	17B	\$229.50

Weekly contributions are required to any work performed in the work week.

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TEAMSTERS LOCAL 100

PAGE 03/03

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals this 14th
day of July, 2014.

EMPLOYER: GRAYCOR INDUSTRIAL CONSTRUCTORS
INC.
2 MID AMERICA BL, STE 400
OAKBROOK TERRACE, IL
60151

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

BY:

Redacted by U.S. Treasury

SAMUEL POTTER
PRESIDENT

AND BY:

BY:

Redacted by U.S. Treasury

AND BY:

DLW/sm
07/14/14

RECEIVED

JUL 25 2014

CONTRACT
DEPARTMENT

AGREEMENT
Between
GRAYBAR ELECTRIC COMPANY, INC.
and
TEAMSTERS LOCAL UNION NO. 247
an affiliate of the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
March 30, 2014 – March 29, 2017

RECEIVED

SEP 25 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, made and entered into effective the 30th day of March 2014, by and between the GRAYBAR ELECTRIC COMPANY, INC., located at 28300 Schoolcraft Road, Livonia, Michigan, and 8350 Haggerty Road, Belleville, Michigan, hereinafter termed the Employer, 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.

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessations of work and employment, 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,

WITNESSETH:

ARTICLE 1 UNION SECURITY

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. 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 the thirty-first (31st) day following the beginning of their employment, or the thirty-first (31st) day following the effective 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 Company shall be obligated to discharge such employee. However, no discharge shall be requested that violates the provisions of the Labor Management Relations Act of 1947 as amended, or decisions of the National Labor Relations Board.

This Section 2 shall not apply to newly-hired non-bargaining unit employees who may perform bargaining unit work for up to sixty (60) working days for the purpose of familiarizing themselves with the warehousing operations, as long as no bargaining employee is on layoff. No more than one (1) such person may be assigned for such training at any one time.

ARTICLE 11
HEALTH AND WELFARE AND PENSION

Section 1. It is understood and agreed between the Employer and the Union that the purpose of this paragraph is to provide the Employer with certain assurances relating to its potential exposure to an assessable payment under Section 4980H of the Internal Revenue Code of 1986, as added by the Affordable Care Act. In consideration for the Employer's agreement to continue its participation in the Michigan Conference of Teamsters Welfare Fund during the term of this agreement, the Union agrees to provide the Employer a written assurance signed by the Fund's Executive Director (or other authorized representative) that the Fund intends to remain in full compliance with all provisions of the Affordable Care Act, including the "minimum essential coverage" and "minimum value" requirements, and that if the Fund should determine that it is not in compliance, it will cure such non-compliance as soon as is practicable.

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, a contribution not to exceed \$272.95 per week for the duration of this Agreement.

March 30, 2014 through September 20, 2014: Company pays \$310.85 weekly/Employee pays \$99.90 weekly with retiree medical.

September 21, 2014 through March 30, 2015: : Company pays \$272.95 weekly/Employee pays \$82.10 weekly without retiree medical

Year 2: Company pays \$272.95 weekly/Employee pays \$102.50 weekly without retiree medical

Year 3: Company pays \$272.95 weekly/Employee pays \$117.50 weekly without retiree medical

Any necessary amount of weekly Health & Welfare contributions during the period of the Agreement, over the amount set forth above, will be paid by the employee (s) through payroll deductions. If there is a decrease to the amount of the weekly Health & Welfare contribution during the period of this Agreement, the Employer shall retain that reduction and it will be not be paid to the employees. .

All payments into the Welfare Fund must be made within fifteen (15) days from the end of each calendar month to Bank One, Dept. 77158, Michigan Conference of Teamsters Welfare Fund, P. O. Box 77000, Detroit, Michigan 48227-0158 which bank has been made depository for the Michigan Conference of Teamsters Welfare Fund.

During the term of this Agreement, the parties will review whether it would be mutually beneficial and feasible to have employee contributions to the Welfare Fund be done on a pre-tax basis. There shall be no obligation on behalf of either party to agree to do so.

Section 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 is on the regular seniority list unless otherwise specified in Schedule "A" attached, a contribution not to exceed \$140.20 per week for the first year of this Agreement; \$148.60 per week for the second year of this Agreement; and \$154.50 per week for the third year of this Agreement.

If there is an enforceable increase to the amount of the weekly Pension contributions during the period of the Agreement, the increase will be paid by the employee(s) through payroll deductions. If there is an enforceable decrease to the amount of the weekly Pension contribution during the period of this Agreement, the Employer shall retain that reduction and it will not be paid to the employees.

Contributions will be remitted to the Central States Pension Fund on behalf of any employee covered by the Agreement after the employee has completed sixty (60) working days. Contributions shall be paid from the employee's thirty-first (31st) calendar day of employment. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays and actual time worked.

Section 3. 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.

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 the 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 eight (8) weeks, provided, however, that the circumstances of injury shall not have been unusual and further that any dispute as to the injury shall be settled in accordance with Article 7 of this Collective Bargaining Agreement. 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 eight (8) months.

If the employee is granted a leave of absence, the Employee is responsible to make payments for the Employee portion of the Health and Welfare Fund contribution by remitting to the Employer the Employee portion of their contribution. When the Employer is notified in advance of a planned leave of absence, the Employer will attempt to collect the Employee portion prior to the leave of absence. In all cases, non-payment by the Employee of the Employee portion will be grounds for discontinuance of Health and Welfare benefits, in accordance with the Fund rules and applicable law. In any case where the Employer makes payments on behalf of the Employee for the Employee portion, Employer is authorized to collect the Employee portion by payroll deduction when the Employee returns from leave.

Notwithstanding anything herein contained, it is agreed that in the event any employer is delinquent at the end of a monthly period on 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 officials of the Local Union shall have given three (3) business days' 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.

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 Employer authorizes the Employers Association who are signatories to similar Collective Bargaining Agreement 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.

It is further agreed that in the event the Union or Fund is required to retain an attorney to start suit for the collection of delinquent Health and Welfare and/or Pension payments, the Employer will pay the reasonable attorney fee, in full, and all other costs of collection, should the Union recover an award in its suit.

Section 4. Employees may opt-out of the Health & Welfare, on the terms prescribed by the Michigan Conference of Teamsters Welfare Fund, which requires employees to provide proof of coverage to the Employer of spouses insurance. The employee once approved by Michigan Conference of Teamsters Welfare Fund to opt-out will be relieved of the \$55.00 per week premium contribution but will receive no additional compensation from the employer.

GRAYBAR ELECTRIC CO.
ACCOUNT NO. 3173170-6185-00247-A

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 completed sixty (60) working days. Contributions shall then be paid from the employee's thirty-first (31st) calendar day of employment. Contributions will be remitted for all ~~periods~~ periods, including paid vacations, paid holidays, and actual time worked.

GRAYBAR ELECTRIC CO.

Redacted by U.S. Treasury

By:

Title:

Director, Operations

Date:

5/29/12

LOCAL UNION NO. 247

Redacted by U.S. Treasury

By:

Title:

Recording Sec./B.A.

Date:

6-4-12

AGREEMENT

By and Between

GREAT LAKES EXPORT COMPANY

and

TRUCK DRIVERS LOCAL UNION NO. 299
Affiliated with the International Brotherhood
of Teamsters

November 1, 2012 – October 31, 2015

RECEIVED
JAN 14 2013
CONTRACT
DEPARTMENT

A G R E E M E N T

THIS AGREEMENT, entered into by and between the GREAT LAKES EXPORT COMPANY, hereinafter called the "Employer" and TRUCK DRIVERS LOCAL UNION NO. 299, Affiliated with the International Brotherhood of Teamsters, hereinafter called the Union.

WITNESSETH:

ARTICLE 1 INTENT AND PURPOSE

The Employer and the Union each represents that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interest, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service and to set forth herein the basic agreements covering rates of pay, hours of work, and conditions of employment.

ARTICLE 2 COVERAGE

The Union shall be the sole representative in collective bargaining with the Employer of only those classifications of employees listed in Appendix "A" of this Agreement, and all other employees, including any and all support employees, are excluded. It is agreed that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin or sex.

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 present 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 31st day following the beginning of their employment or on and after the 31st day following this Agreement, whichever is the later.

In order to receive any benefits contained in this contract, employees must first meet the conditions set forth in Article 3.

ARTICLE 3 SHOP CONDITIONS

The Employer may secure new employees from any source. 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. Any person newly employed shall be on a trial basis for the first ninety (90)

One (1) year employment
Three (3) years employment
Ten (10) years employment

One (1) week - 40 hours
Two (2) weeks - 80 hours
Three (3) weeks - 120 hours

SECTION 3. Vacations shall be scheduled by the Employer at times convenient to the employee during the period from January 1st to December 31st of each year, provided that it shall not interfere with production requirements. Each employee will be required to take time off equal to the vacation earned.

SECTION 4. Vacation pay shall be paid on the pay day prior to taking the vacation, or, on request, the pay day following the employee's anniversary date of employment.

SECTION 5. Seniority shall govern an employee preference in selecting vacation time; vacation schedules shall be arranged at least thirty (30) days in advance.

SECTION 6. To qualify for a full vacation an employee must actually work sixteen hundred forty (1,640) straighttime hours within his calendar year of employment. To receive a prorated vacation an employee must work one thousand eighty (1,080) straighttime hours within his calendar year of employment.

ARTICLE 6 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 November 1, 2009, unless otherwise specified in Plan 734: Package Plan QNH-AVN-2DT attached, a contribution of:

Effective as of 09-30-12	\$ 283.60 per week
Effective as of 03-31-13	\$ 308.40 per week
Effective as of 03-30-14	\$ 330.50 per week
Effective as of 03-29-15	\$ 347.10 per week

1. All full-time employees hired after 11-1-03 shall participate in the Michigan Conference of Teamsters Welfare Fund Plan 733: Package Plan YNK-BVN-DT:

Effective as of 09-30-12	\$ 240.40 per week
Effective as of 03-31-13	\$ 261.20 per week
Effective as of 03-30-14	\$ 278.50 per week
Effective as of 03-29-15	\$ 293.00 per week

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.

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

PENSION CONTRIBUTIONS

Effective 12-1-12	\$90.70 per week
Effective 12-1-13	\$95.20 per week
Effective 12-1-14	\$99.00 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 Mellon Bank, Central States Funds, Dept. 10291, Palatine, IL 60055-0291.

Contributions for the Health and Welfare Insurance and to the Pension Fund 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.

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 insurance 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. The Employer agrees to continue contributions on behalf of a participant whose absence from the job is due to military duty for the first four (4) weeks following the week in which military duty commenced.

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 Insurance 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 his contribution for Health and Welfare Insurance 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 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.

GREAT LAKES EXPORT CO.
ACCOUNT NO.: 3279710-0101-00299-A

LETTER OF UNDERSTANDING AND AGREEMENT

The Employer agrees to contribute to the Central States Pension Fund at the following rates:

<u>Effective Date</u>	<u>Weekly Rate</u>
December 1, 2012	\$95.20
December 1, 2013	\$99.00
December 1, 2014	\$103.00

GREAT LAKES EXPORT CO.

Redacted by U.S. Treasury

By: _____

Title: _____

Date: _____

Pres

1-22-13

LOCAL UNION NO. 299

Redacted by U.S. Treasury

By: _____

Title: _____

Date: _____

SECRETARY TREASURER

1-23-13

2014 - 2017

AGREEMENT

Between

JOHN E. GREEN COMPANY, INC.

and

GENERAL TEAMSTERS LOCAL UNION NO. 406

affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

April 1, 2014 through March 31, 2017

RECEIVED

MAR 21 2014

**CONTRACT
DEPARTMENT**

April 1, 2014 through March 31, 2017

INTRODUCTION

THIS AGREEMENT, made and entered into this first day of April, 2014 by and between **JOHN E. GREEN COMPANY, INC.** located at Saginaw, 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**, located at Saginaw, Michigan, party of the second part, hereinafter called the Union.

It is understood the Association is acting only as agent in the negotiation of this Agreement, and that it is agent only for those Employers, individuals, partnerships and corporations who have authorized it so to act, and in no event shall it be bound as principal or be held liable in any manner for any breach of the Agreement by any of the Employers for whom it is acting, or by any employee of such Employers.

It is further agreed and understood the liabilities of the Employers who have authorized the negotiation and execution of this Agreement shall be several and not joint.

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 AND DUES

Section 1. EMPLOYEE REPRESENTATION: The Association recognizes and acknowledges Teamsters Local Union No. 406 as sole and exclusive employee representative for the purpose of collective bargaining in the geographical area coming within the jurisdiction of this Agreement and listed in Schedule "A".

Section 2. 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. 406, affiliated with the International Brotherhood of Teamsters, no later than either the eighth (8th) day following the beginning of their employment or the eighth (8th) 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.

Section 3. The Employer agrees to deduct from the pay of each employee, all dues of Teamsters Local Union No. 406 and pay such amount deducted to said Local No. 406 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.

Section 8. There shall be no split shifts of work.

Section 9. The Employer at their option may work a four (4) ten (10) hour work week or a five (5) eight (8) hour work week; if a four (4) ten (10) schedule is worked time and one-half (1½) shall be paid after ten (10) hours in a day or forty (40) in a week; if a five (5) eight (8) schedule is used, Section 3 shall prevail. The Employer must declare which schedule is to be worked at the beginning of the work week.

ARTICLE 28

HEALTH AND WELFARE AND PENSION

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund Benefit Package 756, for each employee covered by this Agreement who is on the regular seniority list, unless otherwise specified, a contribution of:

Effective April 1, 2014	\$405.75 per week (Max.)
Effective April 1, 2015	\$430.20 per week (Max.)
Effective April 1, 2016	\$449.25 per week (Max.)

Any time during this agreement the parties agree that if the Health & Welfare Rate is frozen, whatever monies that were negotiated for the increase shall remain with the Employer.

All payments into the Michigan Conference of Teamsters Welfare Fund must be made within ten (10) days from the end of each month to the JPMorgan Chase Bank, N.A., Lock Box Department 77158, Michigan Conference of Teamsters Welfare Fund, P.O. Box 77000, Detroit, MI 48277-0158, which bank has been made depository for the Michigan Conference of Teamsters Welfare Fund, or such other depository as may be designated.

An employee working twenty-four (24) hours or less in a given work week shall have his health and welfare coverage paid at an hourly rate of 1/40th of the required contribution. Any employee working said hours shall be responsible for making up the difference in the health and welfare premium payments, with payroll deductions.

All employees working twenty-five (25) hours or more per week shall have the required contributions as outlined per week above paid for by the Employer.

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 unless otherwise specified, a contribution of:

\$274.00 per week - Effective 4/1/14
\$290.40 per week - Effective 4/1/15
\$302.00 per week - Effective 4/1/16

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 made payable to Central States-Account No. 7000, and mailed to Mellon Bank, Central States Funds, Dept. 10291, Palatine, Illinois 60055-0291, 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, 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 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 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. 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 cost of collections.

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 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 already taken or to be taken by such Trustees within the scope of their authority.

If employee leaves money one (1) month in advance with the contractor, contractor agrees to pay Health and Welfare when employee is on seasonal layoff.

ARTICLE 29

TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from April 1, 2014 to and including March 31, 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 date of expiration.

INDEX
of
AGREEMENT

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
MISCELLANEOUS DRIVERS, HELPERS, HEALTH CARE AND PUBLIC
EMPLOYEES, LOCAL 610
and
GROSSMAN IRON AND STEEL COMPANY

6/24/12 - 6/25/17

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AGREEMENT

WHEREAS a Collective Bargaining Agreement between the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, MISCELLANEOUS DRIVERS, HELPERS, HEALTH CARE AND PUBLIC EMPLOYEES, LOCAL 610, hereinafter referred to as Union, and GROSSMAN IRON AND STEEL COMPANY, its successors or assigns, hereinafter referred to as Employer, expired by its terms on June 24, 2012 and

WHEREAS, the parties have entered into negotiations for a new agreement in lieu of said Contract for the purpose of establishing rates of pay, hours and conditions of employment, the working for the mutual welfare of each and the peaceful settlement of differences.

NOW, THEREFORE, the parties agree as follows:

ARTICLE ONE

RECOGNITION

1.1 The Employer hereby recognizes the Union as the collective bargaining agent for all truck drivers, excluding production employees, watchmen, office clerical, guards and supervisory employees with the authority to hire or fire or effectively recommend such action.

1.2 The INTERNATIONAL BROTHERHOOD OF TEAMSTERS, MISCELLANEOUS DRIVERS, HELPERS, HEALTH CARE AND PUBLIC EMPLOYEES, LOCAL 610 shall be the bargaining agent for all truck drivers working from yards located in St. Louis, Missouri.

ARTICLE TWO

UNION SECURITY CLAUSE

2.1 It is agreed as a condition of employment that employees who are in the Union set forth in Article One become and remain members of the Union in good standing. Present employees of the Employer who are not now members of the Union shall on, or immediately after, the thirty-first (31st) day following the execution of this Contract, become members of the Union. Employees hired after the effective date of this Contract shall become and remain members of the union

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.

19.7 Health care re-opener – See Addendum A which is attached hereto and made a part thereof.

ARTICLE TWENTY

NIGHT SHIFT BONUS

A night shift bonus in the amount of fifteen cents (15¢) per hour will be paid for all work performed on the second shift, and a bonus of twenty cents (20¢) per hour will be paid for work performed on the third shift.

ARTICLE TWENTY-ONE

NEW JOBS

In the event the Employer establishes a new job classification, the following procedure will apply:

(a) The Employer will establish the classification and wage rate for the new job as of the time such new job commences and will, at that time, advise the Union.

(b) The classification and rate of pay for the new job shall, at the Union's request, be subject to review by the Employer and the Union within thirty (30) days of the inception of the new job.

(c) If the review between the Employer and the Union does not result in agreement, the matter shall be processed through the grievance and arbitration procedure starting at Step B as provided in this Contract.

ARTICLE TWENTY-TWO

PENSIONS

22.1 Effective June 25, 2012, the Employer shall make the following weekly contributions 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 Areas Pension Fund:

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
\$85.60	\$89.00	\$92.60	\$96.30	\$100.20

22.2 If any truck driver for whom contributions are being made 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 contribution shall not be paid for a period of more than six (6) months.

22.3 The Employer shall continue to make payments for the life of this Agreement to the Central States, Southeast and Southwest Areas Pension Fund.

22.4 By the execution of this Agreement, the Employer agrees to enter into appropriate trust agreements necessary for the administration of such fund, and designate the Employer Trustees under such an 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.

22.5 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.

22.6 During the term of this Agreement, should increases occur that exceed the above contribution rates, the increases shall be paid by the employees through payroll deduction.

ARTICLE TWENTY-THREE

PRESCRIPTICARE

23.1 The Employer shall contribute to the Teamsters Local 610 Prescripticare Trust Fund, which is administered jointly by the parties thereto, a sum designated by the Fund, but not to exceed \$60.00 per month, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

23.2 The Employer shall continue to make such payments for the life of this Agreement.

AGREEMENT

RICH GULLET & SONS, INC.

2013 – 2018

This agreement made and entered into, effective the 1st day of February, 2013, by and between Rich Gullet & Sons, Inc., 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 1.01 The Employer agrees to recognize, and does hereby recognize the Union, its duly authorized agents, representatives, or successors, as the exclusive bargaining agency for all of the employees of the Employer as herein defined, who are employed by the Employer in its establishments or sites of work located in the City and County of St. Louis, Missouri, and for all such employees employed by the Employer on building construction sites and establishments in St. Charles, Franklin, Jefferson, Lincoln and Warren counties, Missouri. On heavy and highway construction work of the Employer in St. Charles, Franklin, Jefferson, Lincoln and Warren counties, Missouri, the Employer shall have the privilege of operating under existing agreements or extensions thereof between the Union and the Associated General Contractors of Missouri.

The term "Heavy and Highway Construction" as used herein is defined as follows:

All private and public construction, federal and non federal with the exception of building construction. Building construction is hereby defined to include building structures, including modifications thereof or additions or repairs thereto, intended for use for shelter, protection, comfort or convenience. Building construction shall include the demolition of, and foundations for building construction, however, the preparation, grading and improvement of the property or site shall be classed as heavy and highway construction except in St. Louis City and County. Excavation of the basement proper shall be considered building construction. Heavy and highway construction shall include, but shall not be restricted to all work performed in the construction of streets and highways, airports utilities, river and harbor work, flood control, levees, railroads and pile dikes and revetment work on streams in and along the border of the above counties.

Employer for bargaining unit employees for the equivalent number of hours or weeks worked per month (one hour of one day worked in one week obligates a full weekly contribution).

SECTION 4.04 – HOLIDAY PAY The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the employee unless worked. If employees are required to work the above enumerate holidays or days observed as such, they shall receive double the regular rate of pay for such work.

SECTION 4.05 – PENSION Effective May 1, 2013, this contribution shall be the sum of twenty-seven dollars and seventy cents (\$27.70) per day either worked or compensated to a maximum of one hundred thirty eight dollars and fifty cents (\$138.50) per week for each regular employee covered by this agreement who has been on the payroll thirty (30) days or more. For each day, Rich Gullet makes a contribution to the pension fund for an employee a payroll deduction of \$4.85 will be made from that employee's paycheck.

Effective May 1, 2014, this contribution shall be the sum of twenty-nine dollars and forty cents (\$29.40) per day either worked or compensated to a maximum of one hundred forty-seven dollars (\$147.00) per week for each regular employee covered by this agreement who has been on the payroll thirty (30) days or more. For each day, Rich Gullet makes a contribution to the pension fund for an employee a payroll deduction of \$5.70 will be made from that employee's paycheck.

Effective May 1, 2015, this contribution shall be the sum of thirty-one dollars and twenty cents (\$31.20) per day either worked or compensated to a maximum of one hundred fifty six dollars (\$156.00) per week for each regular employee covered by this agreement who has been on the payroll thirty (30) days or more. For each day, Rich Gullet makes a contribution to the pension fund for an employee a payroll deduction of \$6.60 will be made from that employee's paycheck.

Effective May 1, 2016, this contribution shall be the sum of thirty-two dollars and forty cents (\$32.40) per day either worked or compensated to a maximum of one hundred sixty two dollars (\$162.00) per week for each regular employee covered by this agreement who has been on the payroll thirty (30) days or more. For each day, Rich Gullet makes a contribution to the pension fund for an employee a payroll deduction of \$7.20 will be made from that employee's paycheck.

Effective May 1, 2017, this contribution shall be the sum of thirty-three dollars and seventy cents (\$33.70) per day either worked or compensated to a maximum of one hundred sixty-eight dollars and fifty cents (\$168.50) per week for each regular employee covered by this agreement who has been on the payroll thirty (30) days or more. For

each day, Rich Gullet makes a contribution to the pension fund for an employee a payroll deduction of \$7.70 will be made from that employee's paycheck.

For an Employer to be liable for such contributions, the following conditions must be met:

- (A) The employee must have accumulated thirty (30) days worked for the same Employer within twelve (12) months from date of first employment.
- (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 two (2) 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.

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 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.

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 4.06 – VACATION SCHEDULE When an employee has worked for one (1) Employer eight hundred (800) hours in any one contract year, he shall receive a vacation of three (3) days for which the Employer will pay the employee eight (8) hours per day for the three (3) days, at the average straight time hourly rate he received during the eight hundred (800) hours.

For the next one hundred fifty (150) hours, or a total of nine hundred fifty (950) hours during such yearly period, he shall receive another day of vacation, to be paid on the same basis as above; and when an employee has a total of one thousand four hundred (1,400) hours, he shall receive a fifth and final day of vacation, to be paid as above.

When such an employee has completed three (3) years of continuous employment with the same Employer and then works the above required number of hours, he shall receive double the number of days of vacation specified above.

ARTICLE XIX – TERMINATION OF AGREEMENT

Section 19.01 This agreement shall become effective as of the 1st day of February, 2013, and shall remain in full force and effect until the 31st day of January, 2018, and each year thereafter unless written notice of termination or desired modification is given at least sixty (60) days prior to any yearly expiration date by either of the parties hereto.

Should notice of termination or desired modification be given in the manner provided for above, the parties desiring the same shall:

1. Offer to meet and confer with the other party for the purpose of negotiating a new contract or a contract containing the proposed modifications.
2. Notify the federal mediation and conciliation service within thirty (30) days after such notice of the existence of such a dispute, and simultaneously therewith notify any state agency established to mediate disputes within the state provided no agreement has been reached by that time.
3. Continue in full force and effect without resorting to strike or lockout, all the terms and conditions of this agreement for a period of sixty (60) days after such notice is given or until the expiration date of this contract, whichever occurs later.

In witness whereof, the parties have hereunto affixed their hands this day of 9-3, 2013.

RICH GULLET & SONS, INC.

CONSTRUCTION, BUILDING
MATERIAL, ICE AND COAL,
LAUNDRY AND DRY CLEANING,
MEAT AND FOOD PRODUCTS
DRIVERS, HELPERS,
WAREHOUSEMEN, YARDMEN,
SALESMEN AND ALLIED WORKERS,
LOCAL 682, AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

Redacted by U.S. Treasury

By: 

Redacted by U.S. Treasury

SEP 10 2013

By: 

Redacted by U.S. Treasury

Secretary Treasurer

AGREEMENT

Between

GUNDLACH CHAMPION, INC. (GCI)

and

GENERAL TEAMSTERS LOCAL UNION NO. 406

Effective:

**April 1, 2015
Through
March 31, 2019**

RECEIVED

MAY 06 2015

**CONTRACT
DEPARTMENT**

CONTRACT BETWEEN GUNDLACH CHAMPION, INC. AND LOCAL 406

ITEM 1:

AGREEMENT

This Agreement, made and entered into this 1st day of April 2015 by and between Gundlach Champion, Inc., hereinafter referred to as the "Company" and General Teamsters Local Union No. 406, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union", in their own behalf and on behalf of the employees in the bargaining unit covered by this contract.

The geographical Jurisdiction of this Agreement includes all counties in the Upper Peninsula of the State of Michigan.

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 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.

ITEM 2:

TRANSFER OF COMPANY TITLE OR INTEREST

This Agreement shall be binding upon the parties hereto. 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 the 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.

ITEM 3:

RECOGNITION

Section 1: The Company agrees to recognize the Union as exclusive representative of all the classified employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and/or other conditions of employment.

Section 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 Local Union as a condition of employment.

CONTRACT BETWEEN GUNDLACH CHAMPION, INC. AND LOCAL 406 - (Cont'd)

ITEM 13:

LEAVE OF ABSENCE

Section 1: Any employee desiring a leave of absence from his/her employment shall secure written permission from both the Union and the Company. The maximum leave of absence shall be for a total of one hundred and eighty (180) days, unless a satisfactory reason, acceptable to the Union and Company, is requested by the employee.

During the period of absence, the employee shall not engage in gainful employment in the same industry in classifications covered by this Agreement. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved.

Section 2: Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. The employee must make suitable arrangements for continuation of health and welfare and pension payments before the leave may be approved by either Union or Employer. The period of absence shall be deducted from vacation credits of the employee.

ITEM 14:

HEALTH, WELFARE & PENSION

Plan attached to "Schedule A".

It is understood, unless otherwise specified, that during the lifetime of this agreement if there is any increase in the Employers' contributions for any fringe benefit, the Employee's hourly rate or benefit contribution will be adjusted accordingly and the construction industry exemption rule applies to (EWL) employer withdrawal liability.

ITEM 15:

CHECK OFF

Section 1: The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues and initiation fees of the Local Union having jurisdiction over such employees, and agrees to remit to said Local Union all such deductions when authorized by the employee; the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

If an employee changes job status by leaving the bargaining unit, layoff, resigning, or planning an extended leave of absence, they should obtain a withdrawal document within 90 days from the Local 406 Union Hall. All outstanding dues must be paid at the time. The employee should notify the Union Hall when they return to the bargaining unit at 906-786-2743.

CONTRACT BETWEEN GUNDLACH CHAMPION, INC. AND LOCAL 406
SCHEDULE "A" (Cont'd)

Section 3:

VACATION

Single vacation days will be allowed upon approval of management based on business demands.

Employees will be granted vacation under the following formula:

<u>Years of Service</u>	<u>Accrued at Rate of:</u>
First Year (After Completion of)	* None
1 Year	* .02
3 Years	* .04
10 Years	* .06

*Vacation accrued on all hours worked, regular and overtime.

Section 4:

PENSION

The Employer agrees to pay into the Central States Southeast & Southwest Areas Pension Fund a contribution per week for each employee covered by this collective bargaining agreement who is on the regular seniority list.

Effective:	April 1, 2015	\$ 96.30 per week
	April 1, 2016	\$ 100.20 per week
	April 1, 2017	\$ 104.20 per week
	April 1, 2018	\$ 108.40 per week
	April 1, 2019	\$ 112.70 per week

Section 5:

HEALTH INSURANCE

Employer agrees to pay 100% of health care provided by MI Conference of Teamsters Welfare Fund, Plan TNH-AVN-2DN.

Guaranteed Rates:

March 29, 2015	\$ 334.70 per week
April 3, 2016	\$ 342.75 per week
April 2, 2017	\$ 365.40 per week
April 1, 2018	\$ 358.35 per week
March 31, 2019	MOB * Maintenance of Benefits

AGREEMENT

between

M.C. GUTHERIE LUMBER COMPANY

and

TEAMSTERS LOCAL UNION No. 247

Affiliated with the International Brotherhood of Teamsters

Effective May 11, 2011

Expires March 29, 2014

RECEIVED

MAY 17 2011

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT is made and entered into as of the 11th day of May 2011, by and between **M.C. Gutherie Lumber Company**, located at 12152 Merriman Road, Livonia, Michigan 48150 (hereinafter called the "Employer") and **Teamsters Local Union No. 247**, affiliated with the International Brotherhood of Teamsters (hereinafter called the "Union").

ARTICLE I RECOGNITION OF UNION

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 for all employees in those classifications of employees covered by this Agreement and listed in Schedule A (Classification and Wages).

ARTICLE II 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 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, no later than either the thirty-first (31st) day following the beginning of their employment or the thirty-first (31st) 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. An employee who has failed to acquire, or therefore maintain membership in the Union as herein provided, shall be terminated seventy-two (72) hours after the Employer has received, written notification 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 or initiation payments.

Section 3. The Employer 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 Employer an executed copy of such authorization before any deductions shall be made. Deduction of dues shall be made the first (1st) pay in each month, and the dues deducted shall be remitted to the Union not later than the fifteenth (15th) day of the month in which they are deducted. Initiation fees shall be deducted in accordance with the authorizations and paid over

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.

NOTE: The Employer has the right to provide comparable benefits for health and welfare through a plan other than the Michigan Conference of Teamsters Welfare Fund provided that the benefits are comparable in all areas.

ARTICLE XXIII PENSION

Section 1. The Employer shall contribute the following amounts to the Central States Southeast and Southwest Areas Pension Fund for each regular full-time employee covered by this Agreement, who has completed thirty (30) calendar days.

\$119.30 per employee per week effective 5/11/11
\$126.50 per employee per week effective 9/1/11
\$132.80 per employee per week effective 9/1/12
\$138.10 per employee per week effective 9/1/13

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 agreement to which the Employer is also a party.

Section 3. By the execution of this Agreement, the Employer authorizes the Employers' association 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 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 Employer of such absence, the Employer shall continue to make the required contributions for a period of up to four (4) weeks. A maximum of four (4) weeks of such contributions may be paid during the term of this Agreement. Employees may avail themselves of this provision once during the term of the Agreement. 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. Employees must work in not less than four (4) consecutive weeks after being injured on the job and returning to work to be

entitled to a new contribution period for a second (2nd) on-the-job injury leave, if the new absence is due to the same injury.

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 employee who has worked more than twenty-four (24) hours of the scheduled work week. In the event an employee is scheduled to work less than twenty-four (24) hours, the Employer shall make pension contributions provided the employee works more than one (1) day during that work week. Employees that 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 7. During the term of this Agreement, remittance shall be payable on or before the fifteenth (15th) of the month following to Central States Funds, Department 10291, Palatine, Illinois. 60055-0291. Copies of the Trust Agreement will be on file subject to inspection at the offices of both the Union and the Employer.

Section 8. The Employer and the Union agree that in the event a temporary or casual employee works one thousand (1,000) hours or more in any twelve (12) month period, he will be considered a regular employee for the purposes of participation in the pension fund and all hours worked by the employee thereafter (for the remainder of that year and all subsequent years), will require contributions to the pension fund in the same manner and amount as required by this Agreement for seniority employees.

All new hires shall receive pension benefits in accordance with Article XVI, Section 1.

ARTICLE XXIV CREDIT UNION

If a majority of the employees, in a yard, desire to become members of Teamsters Credit Union of Wayne and Oakland Counties, the Employer agrees to deduct from each employee, who so authorizes it in writing, a specified sum each and every payroll and direct deposit this sum, on behalf of the employee, into the Teamsters Credit Union of Wayne and Oakland Counties, not less frequently than each pay period. The employee may revoke at any time this authorization and assignment by filing with the Employer and the credit union a statement in writing that he does not wish the Employer to continue making such deductions; provided that such revocation shall not be effective for ten (10) days from the date it is received by both the Employer and the credit union.

HCC, INC.

Effective April 1, 2013, all provisions of the National Master Freight Agreement and Central Area Over-the-Road Supplement Agreement are in effect with the following exceptions:

I. DRIVER COMPENSATION PAY

- A. Local Runs where a destination is within a radius of 100 miles from the home terminal will be paid as follows, and one hour per delivery/pickup at the hourly rate. Additional non-driving time is covered in Section IX paragraph "D".
- B. Distance runs where a destination is outside of a radius of 100 miles from the home terminal will be paid on Hub Miles as follows, and one hour per delivery/pickup.
 - a. Non-driving time will only be paid in accord with Section IX paragraph "C".

RATE SCHEDULE

<u>EFFECTIVE</u>	<u>HOURLY RATE</u>	<u>LOCAL RUN MILEAGE RATE</u>	<u>DISTANCE RUN MILEAGE RATE</u>
4/1/2013	\$18.00	\$0.50	\$0.50
4/1/2014	\$18.00	\$0.51	\$0.51
4/1/2015	\$19.00	\$0.52	\$0.52
4/1/2016	\$19.00	\$0.53	\$0.53
4/1/2017	\$19.00	\$0.54	\$0.54

II. PAY PERIOD

Driver's compensation will be paid on a weekly basis for all trips completed the previous week.

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JUL 29 2013

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DEPARTMENT

III. HOLIDAY PAY

Drivers will receive Holiday Pay according to the following schedule.

Paid Holidays at the hourly rate for 8 Hours:

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
New Years	01/01/13	01/01/14	01/01/15	01/01/16	01/01/17
Good Friday	03/29/13	04/18/14	04/03/15	03/25/16	04/14/17
Memorial Day	05/27/13	05/26/14	05/25/15	05/30/16	05/29/17
Independence Day	07/04/13	07/04/14	07/04/15	07/04/16	07/04/17
Labor Day	09/02/13	09/01/14	09/07/15	09/05/16	09/04/17
Thanksgiving	11/28/13	11/27/14	11/26/15	11/24/16	11/23/17
Thanksgiving	11/29/13	11/28/14	11/27/15	11/25/16	11/24/17
Christmas	12/24/13	12/24/14	12/24/15	12/23/16	12/22/17
Christmas	12/25/13	12/25/14	12/25/15	12/26/16	12/25/17
Christmas	12/26/13	12/26/14	12/28/15	12/27/16	12/26/17
Christmas	12/27/13	12/29/14	12/29/15	12/28/16	12/27/17
Christmas	12/30/13	12/30/14	12/30/15	12/29/16	12/28/17
Christmas	12/31/13	12/31/14	12/31/15	12/30/16	12/29/17

IV. SCHEDULING TRIPS

All trips will be assigned at the discretion of Management with first considerations given to utilization of company equipment. The Company, upon request, will be willing to discuss the criteria used in exercising the discretion.

V. INSURANCE

The Company will maintain the Central States Southeast & Southwest Areas Health and Welfare Fund Benefit Plan C-6 coverage for each driver. Premium contributions to be paid by the Teamster at the following schedule:

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Weekly Contribution	\$27.00	\$27.00	\$28.50	\$28.50	\$28.50

VI. PENSION

Effective April 1, 2013, the Employer shall contribute to the Central States Southeast & Southwest Areas Pension Fund the sum according to the following schedule per week for each employee covered by the Agreement who has been on the payroll thirty (30) days or more.

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Weekly Contribution	\$132.30	\$140.20	\$148.60	\$154.50	\$160.70

VII. VACATION

Vacation request must be made in writing fifteen (15) days in advance and will be approved at the Company's discretion. Weekly vacation pay will be figured at two percent (2%) of the driver's yearly earnings for the previous year as shown on his or her W-2 form.

Vacation earned as of March 31st shall be taken between April 1st and December 31st of the same calendar year.

Employees shall be entitled to vacation as per the National Master Freight Agreement.

VIII. DRIVER REPRESENTATIVE

The drivers shall select one man to act as their Steward with the Company regarding all driver matters.

IX. WORK RULES

A. Log sheets must be turned in to the Traffic Manager at the end of each run. Log sheets and pay slips must agree.

B. No maintenance work in excess of \$500.00 shall be performed on equipment without authorization of the Traffic Manager or Company executive.

C. Drivers will be paid one and one half (1 ½) hours per day at the hourly rate for D.O.T. checks, hook-ups, fueling, and other driver related duties as may be assigned by the Company. Additional non-driving time as requested by the Traffic Manager will be paid at the hourly rate.

D. When the driver is required to wait between trips at HCC, Inc., for more than one hour, the additional time only will be paid at the hourly rate. The first hour is without pay.

E. All rest periods and meal times will be logged as "off duty" and will not be paid.

This contract will continue in effect until March 31, 2017.

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Approved:

JUL 29 2013

FOR THE COMPANY:

FOR THE UNION:

CONTRACT
DEPARTMENT

Redacted by U.S. Treasury

Redacted by U.S. Treasury

Redacted by U.S. Treasury

Signed this 23rd day of July, 2013.

COLLECTIVE BARGAINING AGREEMENT

for the period

July 1, 2012 through June 30, 2015

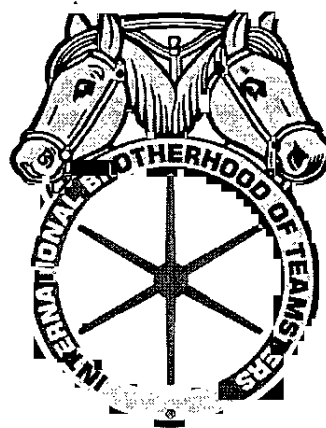
between

HP LOGISTICS, INC.

and

TEAMSTERS LOCAL UNION, NUMBER 337

HP LOGISTICS
excellence in distribution



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CONTRACT
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(none)	Signature Page	33

INTRODUCTION

THIS AGREEMENT is effective as of the date July 1, 2012, by and between HP Logistics Corporation located at 8652 Haggerty Road Belleville, MI 48111, 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 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 its 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 the Warehouse Workers covered by this Agreement who are employed by Employer at Employer's facility in Belleville, Michigan.

Section 2. All present employees who are members of the Union on the effective date of this Agreement 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 working day following the beginning of their employment or on and after the 31st working day following the effective date of this Agreement or the date of the execution of this union shop agreement, whichever is the later.

ARTICLE 29

STRUCK GOODS

Section 1. It shall not be a violation of this Agreement and it shall not be a 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 strike and which service, but for such strike, would be performed by the Employees of the Employer or person on strike.

Section 2. A duly authorized strike to enforce the terms of this Article shall not be a violation of any provision of this Agreement.

ARTICLE 30

UNION ACCESS

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 normal working 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 31

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 based on the plan they elect. In addition company agrees to withhold from employee any additional approved Welfare Fund cost over and above the \$192.31 as of 07-01-2012.

Benefit Plan 464

\$274.95 Per Week	07-01-2012-3-30-2013
\$290.75 Per Week	03-31-2013-03-29-2014
\$315.60 Per Week	03-30-2014-3-28-2015
\$326.20 Per Week	03-29-2015-6-30-2015 Contract Expiration Date

Benefit Plan 613

\$316.95 Per Week	07-01-2012-3-30-2013
\$336.75 Per Week	03-31-2013-03-29-2014
\$365.60 Per Week	03-30-2014-3-28-2015
\$380.20 Per Week	03-29-2015-6-30-2015 Contract Expiration Date

Benefit Plan 632

\$245.75 Per Week	07-01-2012-3-30-2013
\$266.80 Per Week	03-31-2013-03-29-2014
\$284.20 Per Week	03-30-2014-3-28-2015
\$298.90 Per Week	03-29-2015-6-30-2015 Contract Expiration Date

All payments (payments include \$192.31 and the additional employee contribution that will be payroll deducted based on their plan election) into the Welfare Fund must be made within 15 days from the end of each calendar month to the Bank One of Detroit, which bank has been made depository for the Michigan Conference of Teamsters Welfare Fund.

Additionally, the employer agrees to pay all payments (payments include \$102.50 and the additional employee contribution that will payroll deducted) 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:

\$ <u>107.60</u> per week	Effective as of <u>07-01-2012</u>
\$ <u>111.90</u> per week	Effective as of <u>07-01-2013</u>
\$ <u>116.40</u> per week	Effective as of <u>07-01-2014</u>

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 the American National Bank, P.O. Box 1431, Chicago, Illinois 60609, Account No. 7000.

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 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 contribution shall not be paid for a period of more than 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 Funding 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 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 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 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.

H P PRODUCTS INC AND H P LOGISTICS INC - WAREHOUSE AND DRIVERS
ACCOUNT NO.: 3401256-0108

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 agreements 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.

H P PRODUCTS INC.
H P LOGISTICS INC.

Redacted by U.S.
Treasury

LOCAL UNION NO. 337

Redacted by U.S. Treasury

By: _____

By: _____

Title: _____

VP OF Human Resources

Title: _____

BUSINESS AGENT

Date: _____

10/16/09

Date: _____

9-8-09

COLLECTIVE BARGAINING AGREEMENT

for the period

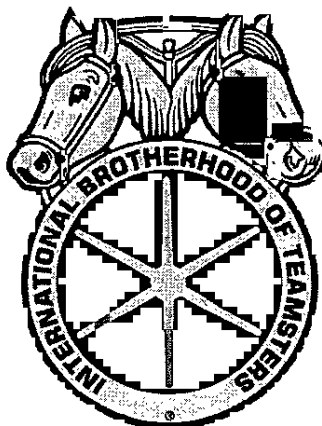
July 1, 2012 through June 30, 2015

between

HP PRODUCTS, INC.

and

TEAMSTERS LOCAL UNION, NUMBER 337



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CONTRACT
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INTRODUCTION

THIS AGREEMENT is effective as of the date July 1, 2012, by and between HP Products Corporation located at 8652 Haggerty Road Belleville, MI 48111, 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 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 its 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 the Warehouse Workers covered by this Agreement who are employed by Employer at Employer's facility in Belleville, Michigan.

Section 2. All present employees who are members of the Union on the effective date of this Agreement 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 working day following the beginning of their employment or on and after the 31st working day following the effective date of this Agreement or the date of the execution of this union shop agreement, whichever is the later.

ARTICLE 31

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 based on the plan they elect. In addition company agrees to withhold from employee any additional approved Welfare Fund cost over and above the \$192.31 as of 07-01-2012.

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\$326.20 Per Week	03-29-2015-6-30-2015 Contract Expiration Date

Benefit Plan 613

\$316.95 Per Week	07-01-2012-3-30-2013
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\$365.60 Per Week	03-30-2014-3-28-2015
\$380.20 Per Week	03-29-2015-6-30-2015 Contract Expiration Date

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Additionally, the employer agrees to pay all payments (payments include \$102.50 and the additional employee contribution that will payroll deducted) 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:

\$ <u>107.60</u> per week	Effective as of <u>07-01-2012</u>
\$ <u>111.90</u> per week	Effective as of <u>07-01-2013</u>
\$ <u>116.40</u> per week	Effective as of <u>07-01-2014</u>

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 the American National Bank, P.O. Box 1431, Chicago, Illinois 60609, Account No. 7000.

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 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 contribution shall not be paid for a period of more than 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 Funding 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 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 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 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 32

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. Time shall be computed from the time that the employee clocks-in using the provided Company time clock, until the time that he/she clocks-out using the provided Company time clock. 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.

If not put to work, employees on a four day/ten hours per day workweek shall be guaranteed five (5) hours' pay at the rate specified in this Agreement. Likewise, those on a five day/eight hours per day workweek shall be guaranteed four (4) hours.

ARTICLE 33

PAY PERIODS

All regular employees covered by this Agreement shall be paid in full biweekly. Not more than fourteen 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 earnings and all deductions made for any purpose, upon request of individual employees or Union representatives.

WORKING AGREEMENT
BETWEEN
ROBERTS-HAMILTON COMPANY
and
TEAMSTERS LOCAL NO. 120

**Affiliated with the International Brotherhood of
Teamsters**

**October 1, 2013
Through
September 30, 2017**

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DEPARTMENT

WORKING AGREEMENT

This agreement entered into between the **Roberts-Hamilton Company 6601 Parkway Circle Brooklyn Center, MN 55430** hereinafter referred to as the "Employer" or the "Company", and **Local Union No. 120, International Brotherhood of Teamsters**, hereinafter referred to as the "Union", on behalf of the employees of the employer covered by this agreement.

ARTICLE 1 UNION SECURITY

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. All employees in the listed classifications shall become members of the Union after thirty (30) working days of date of employment, signing of the agreement or effective date of this clause whichever is later. This probationary period may be extended by agreement between the parties for a period up to ninety (90) days. Employees who pay the local Unions initiation fees (if any) and dues relating to the Unions representational function shall be deemed to have satisfied the membership in good standing obligation.

ARTICLE 2 DUES CHECKOFF

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 his or her probationary period and remit the same to the financial secretary of the Union in the same manner as a dues deduction. The Union shall notify the Company, in writing, of any change in the amount of dues, initiation and/or reinstatement fees to be deducted. The Union agrees to indemnify and hold the Company harmless for any and all liabilities arising out of the deduction of Union membership dues, initiation and/or reinstatement fees pursuant to this article.

ARTICLE 3 REPRESENTATION

Outside non-employee business representatives of the Union may make reasonable periodic visits to the Company for the purpose of official Union business. The parties will cooperate in that there is no disturbance or disruption of operations. The Union representative will make their presence immediately known to the General Manager.

ARTICLE 17 PENSION

17. Pension: the employer shall contribute to the central states southeast and southwest area pension fund, for each employee covered by this agreement, the following sum for each week the employee shows earnings on the employer's payroll:

Effective Date Weekly Contribution

March 15, 2014 \$140.20 per week

March 15, 2015 \$148.60 per week

March 15, 2016 \$154.50 per week

ARTICLE 18 BEREAVEMENT LEAVE

All regular employees on the seniority list who lose time on scheduled work days on account of the death of members of their immediate family will be paid for working time lost as a result of making arrangements and/or attendance of the funeral. For the purpose of this paragraph, a member of an employee's immediate family is one of the following: his or her spouse, parent, child, brother or sister. Pay for such time as is necessary but not to exceed three (3) days will be based on an eight (8) hour day at straight time. For attendance at the funeral of the employee's mother-in-law and father-in-law, the employee shall receive one (1) days pay based on an eight (8) hour day at straight time. The Company shall be promptly notified of the absence here under and the reason therefore.

ARTICLE 19 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 their 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. No reimbursement of wages will be made for jury service outside their regularly scheduled hours of work, not outside the regularly scheduled work week. Employees will be expected to report for their regular duties when temporarily excused from attendance in court.

HAJOCA CORPORATION
ACCOUNT NO.: 3427700-0107-00120A

LETTER OF UNDERSTANDING AND AGREEMENT

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

<u>Effective Date</u>	<u>Weekly Rate</u>
March 15, 2014	\$140.20
March 15, 2015	\$148.60
March 15, 2016	\$154.50
March 15, 2017	\$160.70

HAJOCA CORPORATION

Redacted by U.S. Treasury

By: _____

Title: GM.

Date: 3/28/14

LOCAL UNION NO. 120

Redacted by U.S. Treasury

By: _____

Title: 3-25-14

Date: _____

AGREEMENT

HAJOCA CORPORATION d/b/a REX PIPE

AND SUPPLY LORAIN

and

TEAMSTERS LOCAL UNION No. 20

affiliated with

The International Brotherhood of Teamsters



May 1, 2015 through April 30, 2018

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JUL 14 2015

CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT, made by and between HAJOCA CORPORATION d/b/a REX PIPE AND SUPPLY- Lorain, Ohio, hereinafter referred to as the "Employer" and TEAMSTERS LOCAL UNION No. 20, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union."

This first day of May, 2015, the parties agree as follows:

ARTICLE 1 Union Shop and Dues

Section 1- UNION SHOP: The Employer recognized and acknowledges that Teamsters Local Union No. 20 is the exclusive representative of all employees in the classifications of work covered by this Agreement, in Article 32, for the purpose of collective bargaining as provided by the National Labor Relations Act.

A. 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 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.

B. When the Employer needs additional employees 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.

C. Nothing contained in this section shall be construed so as to require the Employer to violate any applicable law.

Section 2 — PROBATIONAL 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.

Section 4: In order to qualify for eight (8) hours of straight-time pay for a holiday not worked, it is provided that regular employees must work the regular scheduled, work days which immediately precedes and which immediately follows the holiday, except in cases of proven illness or unless the absence is excused by the Branch Manager.

Section 5: Employees who are serving their ninety (90) day probationary period are not entitled to holiday pay for holidays falling within the probationary period.

Section 6: Regular employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to illness, non-occupational injury, or within the first six (6) months of absence due to occupational injury.

Section 7: After completing the ninety (90) day probation period, regular employees will be entitled to two (2) personal days off each contract year. Personal days must be requested in writing with the employer no less than one (1) week in advance. The employer will endeavor to accommodate requests for personal days but reserves the right to decline such requests based on the needs of the business. If two (2) or more employees request the same day off and the employer determines it is unable to accommodate all requests, the personal day will be awarded by seniority. Personal day pay will be eight (8) hours multiplied by the employee's straight time rate.

ARTICLE 21 Pension

Section 1: Effective May 1, 2015, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, the sum of \$80.70 per week for each employee covered by this Agreement. Effective May 1, 2016, the Employer shall contribute the sum of \$83.90 per week for each employee covered by this Agreement. Effective May 1, 2017, the Employer shall contribute the sum of \$87.30 per week for each employee covered by 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 nine (9) months.

**AGREEMENT
BETWEEN
MC DONALD SUPPLY
AND
INTERNATIONAL BROTHERHOOD
OF
TEAMSTERS
LOCAL 90**

May 1, 2013 - APRIL 30, 2016

RECEIVED

MAY 21 2013

**CONTRACT
DEPARTMENT**

**AGREEMENT
PREAMBLE**

THIS AGREEMENT ENTERED INTO THIS 1ST day of May 2013, by and between MCDONALD SUPPLY of Des Moines Iowa, hereinafter called the Company, and Local Union No. 90 affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter called the Union.

WITNESSETH:

That for and in consideration of the mutual advantage of each party hereto, IT IS AGREED AS FOLLOWS:

**ARTICLE I
RECOGNITION.**

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. All new employees shall work under the conditions of this Agreement but shall not begin to accumulate seniority from their date of hire until after ninety (90) calendar days of employment. It is provided, however that any new employees may be discharged by the Employer at any time during the first (90) calendar days of said employment, on any grounds, and the Employer shall be the sole judge, without appeal.

It is provided, however that no employee, except new employees during the first ninety (90) calendar days of employment shall be discharged 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 or misconduct, and a copy of the discipline shall be provided to the Union, except that no warning notice need be given to an employee before he is discharged, if the cause of such discharge is :

- a. Dishonesty;**
- b. Possession of or being under the influence of alcohol or illegal drugs while in the service of the Company.**
- c. Recklessness resulting in a serious injury to the employee or others.**
- d. Theft of Company property.**
- e. Intentional destruction or sabotage of Company or customer's property.**

EXHIBIT "C" - PENSION

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 set forth below:

One Hundred Ninety-One Dollars and Sixty cents (\$191.60) per week beginning May 1, 2013 to April 30, 2014. One Hundred Ninety-Nine Dollars and Thirty cents (\$199.30) per week beginning May 1, 2014 to April 30, 2015. Two Hundred Seven Dollars and Thirty cents (\$207.30) per week beginning May 1, 2015 to April 30, 2016.

There shall be no other pension fund under this Agreement for operations under this Agreement. 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 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; 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 employees 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 week into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of the 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 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 therefrom.

COLLECTIVE BARGAINING AGREEMENT

By and Between

**Rex Pipe and Supply Company
A Division of Hajoca Corporation**

-And-

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

March 1, 2014 – February 28, 2017

RECEIVED

MAY 28 2014

**CONTRACT
DEPARTMENT**

THIS AGREEMENT made and concluded at Canton, Ohio, by and between THE REX PIPE AND SUPPLY COMPANY, Canton Branch, and REX PIPE AND SUPPLY COMPANY, New Philadelphia Branch, a division of Hajoca Corporation, hereinafter to be known as the "Employer," and GENERAL TRUCK DRIVERS AND HELPERS UNION LOCAL NO. 92, of the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

WITNESSETH;

That the purpose of promoting harmonious relationship between the Employer and the employees, the Company and the Union agree to the following items:

ARTICLE 1 – SCOPE OF AGREEMENT

SECTION 1 – OPERATIONS COVERED

The execution of this Agreement on the part of the Employer shall cover all employees of the Employer performing work, labor or other duties in the service of the Employer under the classifications described in Section 2 – Employees Covered.

SECTION 2 – EMPLOYEES COVERED

Union jurisdiction shall be understood to extend to Truck Drivers, Drivers' Helpers, Warehousemen, Shipping and Receiving Clerks, Countermen and Working Foremen.

SECTION 3 – TRANSFER OF 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 the notice herein required and 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 14 – PENSION PLAN

Effective March 1, 2014 the Employer shall contribute to CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, One Hundred and Nine Dollars and Ninety Cents (\$109.90) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective March 1, 2015 the contribution shall be One Hundred and Fourteen Dollars and Thirty Cents (\$114.30) for each employee, Effective March 1, 2016 the contribution shall be One Hundred and Eighteen Dollars and Ninety Cents (\$118.90) 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 Agreement or for operations under this contract to which the Employer is a party.

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 funds, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

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 leave of absence being effective, sufficient monies to pay the required contributions to the Pension Plan during the period of absence.

Contributions to the Pension Plan must be made for each week on each regular employee 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, although contributions may be made for those weeks into some other Pension Plan. 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 15 – ARBITRATION

Any controversy arising over the interpretation of any of the provisions of this Agreement, or any dispute not covered by the terms of this Agreement shall be subject to arbitration by an arbitrator mutually selected by the parties hereto. If the parties are unable to agree on an arbitrator, then the Union or the Company may request the American Arbitration Association to select such arbitrator. The compensation and expense of such arbitration shall be paid by the Company and the Union in equal shares. All other expenses of such arbitration shall be paid by the party incurring the same.

OUTSTATE LUMBER AGREEMENT

HALL BROTHERS LUMBER

2011-2015

RECEIVED

FEB 03 2012

**CONTRACT
DEPARTMENT**

AGREEMENT

OUT STATE LUMBER

THIS AGREEMENT made and entered into this First day of September, 2011, by and between the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union 682, St. Louis, Missouri, hereinafter designated as the Union and Hall Brothers Lumber herewith designated as the Employer.

This Agreement is to be in full force and effect from the date of September 1, 2011 and thereafter will continue in full force and effect until and including August 31, 2015.

ARTICLE 1. - RECOGNITION

Section 1. The Employer agrees to recognize, and does hereby recognize, the Union, its agents, representatives or successors, as the exclusive bargaining agency 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. 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 because of their membership in the Union. The Employer also agrees that it will not bargain collectively with any labor organization or group other than the Union for any of the employees who are members of the bargaining unit herein described and covered.

Section 4. 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; and 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 remaining members in good standing, 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

ARTICLE 23. - PENSION

Effective September 1, 2011, the Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$182.20 per week for each employee covered by this Agreement for any payroll week during which such employee receives payment from employer for either wages, holiday pay or vacation pay. Effective September 1, 2012, the Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$193.10 per week for each employee covered by this Agreement for any payroll week during which such employee receives payment from employer for either wages, holiday pay or vacation pay. Effective September 1, 2013, the Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$200.80 per week for each employee covered by this Agreement for any payroll week during which such employee receives payment from employer for either wages, holiday pay or vacation pay. Effective September 1, 2014, the Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$208.80 per week for each employee covered by this Agreement for any payroll week during which such employee receives payment from the employer for either wages, holiday pay or vacation pay.

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

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 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 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. It is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

Notwithstanding anything to the contrary in the Article or the Agreement, the Employer's obligation to make contributions to the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") does not begin until the employee has successfully completed his/her probationary period as Article 9, Section 2 of this

Agreement. The intent of this provision is that the Employer does not owe the Pension Fund any contributions for the hours that an Employee may have worked during the Employee's probationary period.

ARTICLE 24. - SICK LEAVE

An employee covered by this Agreement having one (1) year of service shall be paid for the first day of an accident or any absence due to illness at the rate of one (1) day's pay for each calendar month in which he has actually worked at least eighty (80) hours, up to five (5) days in any one (1) year, accumulatable to fifteen (15) days. A doctor's certificate shall be furnished upon request.

ARTICLE 25. - SUCCESSOR CLAUSE

If during the term of this Agreement, the Employer, in an arms length transaction, sells or leases the business, the Employer shall notify the purchaser or leasee of the existence of and provide a copy of this Agreement. If the sale or lease of the business is not an arms length transaction, then the Employer shall make the sale or lease conditioned upon the purchaser or leasee assuming all of the obligations of this Agreement until the expiration date of this Agreement. For purposes of this Article, the phrase "arms length transaction" means a transaction in which the parties are acting in their own self-interests, and in good-faith, and in the course of generally accepted business practices for such transaction.

ARTICLE 26. - D.R.I.V.E. DEDUCTION

The Employer will recognize a lawful, voluntary employee authorization for a D.R.I.V.E. deduction from wages. The D.R.I.V.E. deduction shall be made weekly and remitted within 30 days to National Drive, C/O International Brotherhood of Teamsters, 25 Louisiana Avenue, N.W., Washington, D.C. 20001. The Union shall reimburse the Employer for only the Employer's actual cost for the expense incurred hereby.

ARTICLE 27. - TERMINATION

This Agreement shall become effective as of the first day of September, 2011, and shall remain in full force and effect through the thirty-first (31st) day of August, 2015 and each year thereafter, unless written notice of termination or desired modification is given at least sixty (60) days prior to any yearly expiration date by either of the parties hereto.

The Post Office address of Hall Brothers Lumber is Box 528, Union, Missouri 63084.

The address of the Union is 5730 Elizabeth Avenue, St. Louis, Missouri 63110.

OUTSTATE LUMBER AGREEMENT
JOHN HALL LUMBER COMPANY
2011-2015

RECEIVED

FEB 03 2012

**CONTRACT
DEPARTMENT**

AGREEMENT

OUT STATE LUMBER

THIS AGREEMENT made and entered into this First day of September, 2011, by and between the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union 682, St. Louis, Missouri, hereinafter designated as the Union and John Hall Lumber Company herewith designated as the Employer.

This Agreement is to be in full force and effect from the date of September 1, 2011 and thereafter will continue in full force and effect until and including August 31, 2015.

ARTICLE 1. - RECOGNITION

Section 1. The Employer agrees to recognize, and does hereby recognize, the Union, its agents, representatives or successors, as the exclusive bargaining agency 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. 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 because of their membership in the Union. The Employer also agrees that it will not bargain collectively with any labor organization or group other than the Union for any of the employees who are members of the bargaining unit herein described and covered.

Section 4. 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; and 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 remaining members in good standing, 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

ARTICLE 23. - PENSION

Effective September 1, 2011, the Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$182.20 per week for each employee covered by this Agreement for any payroll week during which such employee receives payment from employer for either wages, holiday pay or vacation pay. Effective September 1, 2012, the Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$193.10 per week for each employee covered by this Agreement for any payroll week during which such employee receives payment from employer for either wages, holiday pay or vacation pay. Effective September 1, 2013, the Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$200.80 per week for each employee covered by this Agreement for any payroll week during which such employee receives payment from employer for either wages, holiday pay or vacation pay. Effective September 1, 2014, the Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$208.80 per week for each employee covered by this Agreement for any payroll week during which such employee receives payment from the employer for either wages, holiday pay or vacation pay.

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

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 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 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. It is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

Notwithstanding anything to the contrary in the Article or the Agreement, the Employer's obligation to make contributions to the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") does not begin until the employee has successfully completed his/her probationary period as Article 9, Section 2 of this

Agreement. The intent of this provision is that the Employer does not owe the Pension Fund any contributions for the hours that an Employee may have worked during the Employee's probationary period.

ARTICLE 24. - SICK LEAVE

An employee covered by this Agreement having one (1) year of service shall be paid for the first day of an accident or any absence due to illness at the rate of one (1) day's pay for each calendar month in which he has actually worked at least eighty (80) hours, up to five (5) days in any one (1) year, accumulatable to fifteen (15) days. A doctor's certificate shall be furnished upon request.

ARTICLE 25. - SUCCESSOR CLAUSE

If during the term of this Agreement, the Employer, in an arms length transaction, sells or leases the business, the Employer shall notify the purchaser or leasee of the existence of and provide a copy of this Agreement. If the sale or lease of the business is not an arms length transaction, then the Employer shall make the sale or lease conditioned upon the purchaser or leasee assuming all of the obligations of this Agreement until the expiration date of this Agreement. For purposes of this Article, the phrase "arms length transaction" means a transaction in which the parties are acting in their own self-interests, and in good-faith, and in the course of generally accepted business practices for such transaction.

ARTICLE 26. - D.R.I V.E. DEDUCTION

The Employer will recognize a lawful, voluntary employee authorization for a D.R.I.V.E. deduction from wages. The D.R.I.V.E. deduction shall be made weekly and remitted within 30 days to National Drive, C/O International Brotherhood of Teamsters, 25 Louisiana Avenue, N.W., Washington, D.C. 20001. The Union shall reimburse the Employer for only the Employer's actual cost for the expense incurred hereby.

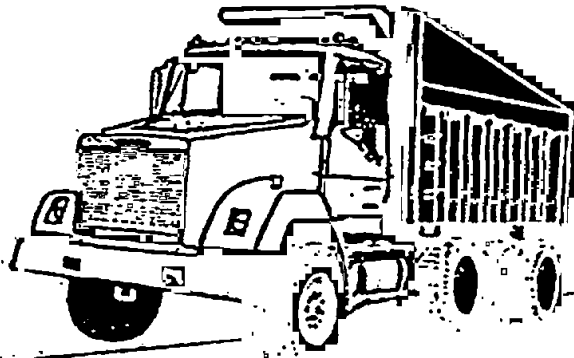
ARTICLE 27. - TERMINATION

This Agreement shall become effective as of the first day of September, 2011, and shall remain in full force and effect through the thirty-first (31st) day of August, 2015 and each year thereafter, unless written notice of termination or desired modification is given at least sixty (60) days prior to any yearly expiration date by either of the parties hereto.

The Post Office address of John Hall Lumber Company is 2456 Highway A, Washington, MO 63090.

The address of the Union is 5730 Elizabeth Avenue, St. Louis, Missouri 63110.

MADISON AREA DUMP TRUCK AGREEMENT

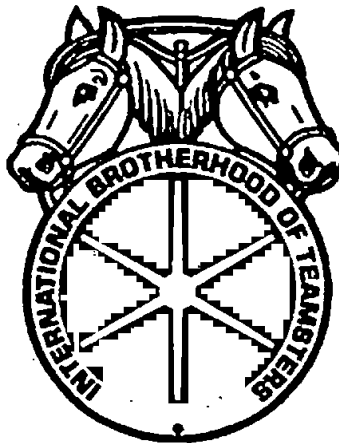


BETWEEN

HAMMERSLEY STONE COMPANY

AND

TEAMSTERS UNION LOCAL NO. 695



June 1, 2013 through May 31, 2017

RECEIVED

FEB 25 2014

CONTRACT
DEPARTMENT

MADISON AREA DUMP TRUCK AGREEMENT

THIS AGREEMENT, made as of this 12th day of February, 2014, by and between **HAMMERSLEY STONE COMPANY** (hereinafter referred to as the "Employer") and **DRIVERS, SALESMEN, WAREHOUSEMEN, MILK PROCESSORS, CANNERY, DAIRY EMPLOYEES AND HELPERS UNION LOCAL NO. 695** of the **International Brotherhood of Teamsters**, (hereinafter referred to as the "Union"), shall continue in full force and effect as hereinafter set forth.

ARTICLE 1. PURPOSE

The purpose and intent of this Agreement is to foster and promote a cooperative spirit between the Employer and the Union in a manner which will provide economy and efficiency of operation for the Employer with resulting job security and opportunity for its employees represented by the Union as well as for the prompt, peaceful and orderly adjustment and settlement of grievances or disputes which may arise between the parties.

ARTICLE 2. RECOGNITION

Section 1. The Employer acknowledges and agrees that the Union is the sole bargaining agent for all employees of the Employer, excluding office, clerical, sales and administrative employees, supervisors as defined by law and those employees under the jurisdiction of the operating engineers and common laborers.

Section 2. Neither the Employer nor the Union shall enter into any individual verbal or written agreement with employees covered by this Agreement, either individually or collectively, which conflict with the terms and provisions of this Agreement.

Section 3. 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 their thirty-first (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

Section 4. Wages and hours as provided above shall apply for all private work performed in Dane, Iowa, Sauk and Green Counties and West of a line formed by State Highway 22 and United States Highway 51 in Columbia County. If work is performed outside of said counties where a higher Local Teamster rate of pay prevails for the same work in the same industry, then the higher rate of pay shall apply for work done in said areas, but in no event shall a rate lower than that provided in this Agreement be paid in such area. Wage rates provided above constitute minimum rates of pay experienced employees shall be paid during the life of this Agreement.

ARTICLE 22. PENSION

Section 1. Effective June 1, 2013, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Two Hundred Fifty-Eight Dollars and Fifty Cents (\$258.50) per week for each employee covered by this Agreement who has been on the payroll for thirty (30) calendar days or more for Class 18 pension. Effective January 1, 2014, the contribution shall be increased to Two Hundred Seventy-Five Dollars (\$275.00) 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' Association 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.

Section 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 six (6) months.

Section 5. Contributions to the pension fund must be made on behalf of each full-time employee for each week the employee has worked for or been compensated by the Employer.

Section 6. It is mutually understood that replacing drivers who terminate their employment is not only difficult, but costly as well, if equipment stands idle rather than being utilized during the re-hiring process. Timely notification of an employee's intent to retire is suggested by the parties to give the Employer and the Union adequate time to prepare. Therefore, it is suggested that employees notify the Employer ninety (90) days or more prior to their retirement date and, in addition, if possible, plan that retirement date to fall in the off-season, namely December, January, February or March.

ARTICLE 23. ABSENCE

Section 1. Time Off for Union Activities. The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that there shall be no disruption of the Employer's operations due to lack of available employees.

Section 2. Leave of Absence. Any employee desiring leave of absence from his employment shall secure written permission from both the Local Union and Employer. The maximum leave of absence shall be for ninety (90) days and may be extended. Permission for extension must be secured from both the Local Union and Employer. During the period of absence, the employee shall not engage in gainful employment in the same industry in classifications covered by this contract unless mutually agreed to. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. If an employee takes a temporary (not to exceed 90 days) Union position, the Union shall provide two (2) weeks advance notice to the Employer, and the employee shall be on leave for the full amount of time he stays in such position with the Union. Inability to work because of proven sickness or injury or time served in the Armed Forces shall not result in the loss of seniority rights. If the employee desires continuation of health and welfare and pension payments during his absence, he must make suitable arrangements with his Employer prior to taking the leave before it can be approved by the Local Union and the Employer. Monies for these payments are to be submitted to the Employer by the employee who will in turn submit them to the appropriate fund.

HANSON AGGREGATES MIDWEST LLC
&
CHAUFFEURS, TEAMSTERS,
WAREHOUSMEN AND HELPERS, LOCAL
UNION NO. 135

North Vernon, Hayden & Versailles, IN Quarries Collective Agreement

September 1, 2014 to August 31, 2016

RECEIVED

APR 21 2015

**CONTRACT
DEPARTMENT**

BETWEEN

HANSON AGGREGATES MIDWEST, INC., 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, or its successors, (hereinafter referred to as the "Union").

FOR THE PERIOD

September 1, 2014 to August 31, 2016

ARTICLE 1

UNION RECOGNITION

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

Section 2. The term "employee" as used in this Agreement shall include all production and maintenance employees employed at the North Vernon, Hayden, and Versailles, Indiana plants.

ARTICLE 2

UNION SECURITY

Section 1. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Company in the unit which is the subject of this Agreement, shall become members of the Union not later than the 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 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 (31st) day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required times shall oblige 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 Employer to discharge such person. Dues payments are made to the Union on a flat monthly rate. Any increase in dues must be made by the Union in writing and mailed certified to the Company. This Article is currently inoperative with respect to any employee, whose principle place of work is the State of Indiana by virtue of legislation enacted in 2012 by the Indiana General Assembly. It shall remain inoperative unless and until the Indiana legislature repeals the legislation or it is declared unconstitutional by the Supreme Court of the State of Indiana.

The Company will not compel any employee to cross a Teamsters picket line. If the Company orders an employee to cross a picket line that is not a Teamsters line, the Company will ensure safe passage across the picket line, or the employee will not be compelled to cross the picket line.

ARTICLE 17

HEALTH AND WELFARE

Section 1. Effective 09/01/2014 the Company will contribute to the Indiana Teamsters Health Benefits Fund, Plan Indian 500, 82% of the total weekly cost of the health insurance premium and the employee will pay 18% of the total weekly health insurance premium. The total weekly health insurance premium in effect 09/01/2014 is \$315.00

Effective 08/31/2015 the Company will contribute to the Indiana Teamsters Health Benefits Fund, Plan Indian 500, 80% of the total weekly cost of the health insurance premium and the employee will pay 20% of the total weekly health insurance premium.

Section 2. The payments so made to the Fund shall be used by it to provide Welfare benefits effective on the above date for eligible employees and their eligible dependents, if any, in accordance with the provisions of the Welfare Plan of said Fund. New hires are eligible to participate in the union's Health and Welfare plan after thirty (30) calendar days of employment.

Section 3. The Employer hereby agrees to become a party to the Agreement and Declaration of Trust establishing the Fund and agrees to be bound by all the terms and provisions of said Agreement, a copy of which is annexed to this collective bargaining agreement and made a part hereof.

Section 4. If an employee is absent because of illness or injury and notifies the Employer of such absence, the Employer shall continue to pay the required contributions for a period of twelve (12) weeks. The employee must make suitable arrangements for the payment of Welfare Fund premiums if his absence extends beyond twelve (12) weeks.

Section 5. All the foregoing is subject in all respects to the provisions of the Labor Management Relations of 1947, as amended and to any other applicable laws.

ARTICLE 18

PENSIONS

The employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund, under Plan Class 16, the following weekly amounts for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days, as follows:

	<u>09/01/2014</u>	<u>08/31/2015</u>
Weekly Contribution	\$143.10	\$148.80

This fund shall be called 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 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 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.

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 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/or 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 19

SAFETY AND HEALTH

Section 1. The Company shall continue to make reasonable provisions for the safety and health of its employees at the plant during the hours of employment. Protective devices or equipment necessary to properly protect employees from injury shall be provided by the Company.

Section 2. In the interest of safety, all employees must, as a condition for continued employment, observe all Company safety rules (which must be reasonable) and all applicable federal, state and local laws and regulations.

Section 3. In the interest of safety for all employees and the general public, the Company reserves the right to select for or assign employees to all work with explosives without regard to seniority as provided for herein.

Section 4. In the interest of safety, all employees must, as condition for continued employment, observe all Company, M.S.H.A. and I.O.S.H.A. safety rules. Employees shall be required to take safety training as directed by the Federal Safety laws. Employees will be paid at their regular rate of pay while taking this training.

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AGREEMENT
BETWEEN
HANSON AGGREGATES MIDWEST, INC.
AND
GENERAL DRIVERS, WAREHOUSEMEN AND
HELPERS, LOCAL UNION 89

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AUG 26 2014

CONTRACT
DEPARTMENT

March 1, 2014 to February 28, 2016

AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of March, 2014, by and between HANSON AGGREGATES MIDWEST, INC., hereinafter referred to as "the Employer" and GENERAL DRIVERS, WAREHOUSEMEN AND HELPERS UNION, LOCAL NO. 89, 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. SCOPE OF AGREEMENT

The Employer agrees to recognize, and does hereby recognize, the Union, its duly authorized agents, representatives, or successors as the exclusive bargaining agency for all production and maintenance employees, excluding all supervisory, clerical employees at the Scottsburg Quarry located at 313 S. State Road 203, Lexington, IN 47138.

ARTICLE 2. UNION SECURITY

(a) The Company agrees that during the life of this contract, membership in the Union on or after the thirtieth (30th) day following the beginning of employment or the effective date of this Agreement, whichever is later, shall be a condition of employment, provided, that the Company shall not be obliged hereunder to discharge or discriminate against any employee for non-membership in the Union, in accordance with the Labor Management Act of 1947, or amendments thereto.

(b) 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.

(c) The company agrees to deduct each month from the pay of the employees, their individual Union dues and initiation fees. The employees will sign authorization cards at the time of hire to deduct such amounts after thirty (30) days of employment. The company agrees to promptly remit such dues to the Secretary Treasurer of the Union.

(D) A person may not require an individual to become or remain a member of a labor organization, pay dues, fees, assessments, or other charges of any kind or amount to a labor organization as a condition of employment or continuation of employment under the current Indiana Law (I.C. 22-6-6).

It is understood that in the event the current Indiana Law referenced in Article 2 (D) is repealed, the above language in Article 2 (A) would become effective as permitted by Indiana and Federal Law.

ARTICLE 3. HOURS OF WORK AND OVERTIME.

(a) The normal week is Monday through Friday consisting of either five (5), eight (8) hour days or four (4), ten (10) hours per day depending on the schedule. When working a five (5) day, eight (8) hour per day shift schedule all work performed by an employee in excess of eight (8) hours per day, or forty (40) hours per week, shall be paid for at one and one-half (1 ½) times the regular hourly rate. When working a four (4) day, ten (10) hour per day shift schedule all work performed by an employee in excess of ten (10) hours per day, or forty (40) hours per week,

ARTICLE 8. PENSION PLAN

Effective October 1, 2014 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund, Schedule B, the sum of One Hundred Forty Eight Dollars and 60/100 (\$148.60) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective October 1, 2015 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund, Schedule B, the sum of One Hundred Fifty Seven Dollars and 60/100 (\$157.60) 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 the 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 association which are parties hereto to enter into an appropriate trustees contract necessary for the administration of such Fund, and to designate the employer trustees under such agreement, thereby 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 required contributions for a period of eight (8) 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.

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 case of emergency, under the terms of this contract shall not be covered by the provisions of this paragraph.

Should any additional amounts be required by the Trustees or the law during the term of this Agreement, such amounts shall be paid by the Employer and deducted from the regular hourly rate paid to each employee.

ARTICLE 9. JURY DUTY

The Employer shall pay an employee, provided he otherwise would be working, who is required for jury, for each day of service the difference between his average straight time hourly rate for the number of hours he normally works on his regular shift, but not more than eight (8) hours, and the payment he received for jury service. The employee must present proof of service, and the amount of jury pay received. However, this section shall not apply where an employee

AGREEMENT

By and Between

**HARBOR CITY OIL COMPANY INC.
3020 West Superior Street
Duluth, MN 55806**

and

**TEAMSTERS GENERAL LOCAL 346
Duluth, Minnesota**

**November 1, 2012
through
October 31, 2015**

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**CONTRACT
DEPARTMENT**

AGREEMENT

By and Between

HARBOR CITY OIL COMPANY INC.

DULUTH, MINNESOTA

and

TEAMSTERS GENERAL LOCAL 346

DULUTH, MINNESOTA

HARBOR CITY OIL COMPANY INC., hereinafter referred to as the "Employer" and **TEAMSTERS GENERAL LOCAL 346** of Duluth, Minnesota, of the International Brotherhood of Teamsters, representing employees in those classifications covered by this Agreement hereinafter referred to as the "Union" agree to the following provisions covering wages, hours and working conditions during the period of this Agreement. This Agreement shall supersede and replace all previous agreements between the parties hereto.

TERMS AND RELATIONS: This Agreement is intended to secure proper employment terms and conditions of said Employer and to advance friendly relations between the Employer and the employees. Both the Employer and employees agree to carry it out fairly.

ARTICLE 1.

RECOGNITION: A. The Employer agrees to and does hereby recognize the General Drivers Local Union No. 346 of the International Brotherhood of Teamsters, and those persons authorized to and acting in behalf of said Labor Union.

B. **REPRESENTATION:** The Union shall be the sole representative of all classifications of employees covered by this Agreement in collective bargaining with the Employer, and there shall be no discrimination against any employee because of Union affiliation.

C. **UNION SECURITY:** 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 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

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 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.

Contributions to the Health and Welfare Fund must be made 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 into some other Health and Welfare Fund. Employees who work either temporarily or part-time under the terms of this contract shall not be covered by the provisions of this paragraph.

In the event the Employer elects to have a Company plan, the benefits shall be equal to the Teamsters Local 346 Health Fund plan effect at the time of the change or in excess of the benefits that date and the said contributions shall be handled in the same manner as provided for in the Health & Welfare Article in this present Agreement.

ARTICLE 37.

PENSIONS: Effective November 1, 2012, the Employer shall contribute to a 17B Pension Fund the sum of one hundred ninety-three dollars and fifty cents (\$193.50) 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 a 17B Pension Fund the sum of two hundred and one dollars and twenty cents (\$201.20) 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 a 17B Pension Fund the sum of two hundred and nine dollars and twenty cents (\$209.20) per week for each employee covered by this Agreement who 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 Contract 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 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 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 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. 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 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 full-time employees.

ARTICLE 38.

SICK LEAVE: Section 1. Sick leave for all employees shall be earned at the rate of one-half (½) day per month and be available for their use at the time of illness. It is also agreed that this sick leave shall be accumulated up to but not to exceed forty-five (45) days. Sick leave is defined to mean regular rate of pay which the employee is receiving at the time of illness. Should the Employer require a doctor's certificate to verify the employee's illness, the Employer shall pay for the cost of receiving such a certificate.

HARE EXPRESS, INC. PROPOSALS TO TEAMSTERS LOCAL UNION NO. 299 FOR

A 2013-2016 OVER THE ROAD AGREEMENT

All terms and conditions become effective with the first dispatch in the first full pay period beginning on or after May 1, 2014 unless otherwise stated

1. Change to Item 2 - Pick Ups and Deliveries

Effective with the first dispatch in the first full pay period beginning on or after May 1, 2014, the flat rate pay shall be thirteen dollars and thirty cents (\$13.30); effective with the first dispatch in the first full pay period beginning on or after May 1, 2015, the flat rate pay shall be thirteen dollars and forty cents (\$13.40)

2. Change to Item 3 - Time Spent Beyond Four Hours on a Pick Up or Delivery

Effective with the first dispatch in the first full pay period beginning on or after May 1, 2014, the flat rate pay shall be thirteen dollars and thirty cents (\$13.30); effective with the first dispatch in the first full pay period beginning on or after May 1, 2015, the flat rate shall be thirteen dollars and forty cents (\$13.40).

3. Change to Item 4 - Vacation

Vacation pay shall be a flat seven hundred fifteen dollars (\$715.00).

4. Change to Item 5 - Mileage Rate

Effective with the first dispatch in the first full pay period beginning on or after May 1, 2014, the driver's mileage wage rate shall be thirty one cents (\$0.3100); effective with the first dispatch in the first full pay period beginning on or after May 1, 2015, the mileage wage rate shall be thirty one and one-half cents (\$0.3150).

5. The Company shall continue to pay contributions to the Central States Pension Fund at the current daily rate of \$75.80. No surcharge will be imposed upon the employer as a result of this agreement.

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6. The Company shall make contributions at the applicable rates to the Michigan Conference of Teamsters Health and Welfare Fund for Plan 112, which replaces the Key 1 (EDR-26) benefit plan.

7. The parties agree that "bid runs" are no longer an issue

This Agreement expires April 30, 2016

FOR TEAMSTERS LOCAL 299

FOR HARE EXPRESS, INC.

Redacted by U.S. Treasury

Redacted by U.S. Treasury

Dated:

May 1, 2014

Dated:

5/1/14

Hare Express, Inc.
Supplemental Agreement
to
MCLAC Master Freight Agreement
and
MCLAC Truckload and Steel
Supplemental Agreements
Covering Local Cartage
For the period of
November 15, 2008
to
November 15, 2013

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Article 51
Work Week

THIS SCHEDULE "A" shall become a part of the Master Agreement to which it is attached and shall become effective as of November 15, 2008.

1. Work Week

- A.** The work week shall consist of any five (5) consecutive days in a seven (7) day period.
- B.** All time worked on the sixth (6th) day shall be compensated at the rate of time and one half (1½). All time worked on the seventh (7th) day shall be compensated at the rate of double time.
- C.** All employees shall be paid every two (2) weeks.

2. Guaranteed Hours

It is agreed by the parties that ninety (90%) percent of the regular employees shall be guaranteed not less than forty (40) hours of work or pay in lieu thereof in his regular work week.

3. Weekly Overtime

Employees shall be paid one and one-half (1½) times their straight rate for all hours worked in excess of forty (40) hours per week.

4. Daily Overtime

- A.** All regular employees working under the Guaranteed section of this Agreement will be paid time and one-half (1½) their straight time hourly rate of pay for all work in excess of eight (8) hours in any one (1) day.
- B.** All employees scheduled to work less than five (5) days in any one (1) week shall be paid one and one-half (1½) times their hourly rate for all hours worked in excess of eight (8) hours in any one (1) day.
- C.** In any one (1) week in which payment is required under both the daily and weekly overtime provision of this Agreement, payment shall be made to the employee for the overtime only, either daily or weekly, whichever is greater but not both.

5. Starting times may vary from time to time due to business conditions, but otherwise shall not be abused.

6. Separate seniority lists for Hare Express, Inc and Hare Freight Services, Inc Troy citymen shall be posted.

7. Troy citymen shall be able to go to the bottom of the road board if there is an opening and they are on a notice of layoff from the city operation.

Article 54 (cont.)**Health & Welfare and Pension**

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

Pension

The employer agrees to pay into the Central States Pension Plan, contributions due under the Class 18 Schedule of the Plan.

Effective	4-1-08	\$188.00
Effective	4-1-09	MOB
Effective	4-1-10	MOB
Effective	4-1-11	MOB
Effective	4-1-12	MOB

Article 55**Separation of Employment**

Upon discharge, the Employer shall pay all money due to the employee (subject to the provisions of Article 23 of the Master Freight Agreement). Upon quitting, the Employer shall pay all money due to the employee on the payday in the week following such quitting.

Article 56**Sanitary Conditions**

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water, and with toilet facilities, unless otherwise mutually agreed. The Employer also agrees to maintain sanitary drinking water at all terminal locations. An emergency first-aid kit shall be furnished within a reasonable distance of the Employer's dock.

Article 57**Workers' Compensation**

All provisions contained in Article 14 - Compensation Claims, of the National Freight Agreement, are incorporated by reference into this Supplement.

COLLECTIVE BARGAINING AGREEMENT

by and between

TEAMSTERS LOCAL UNION NO. 731

affiliated with the

International Brotherhood of Teamsters

and

TEAMSTERS JOINT COUNCIL NO. 25

and

HARRIS STEEL CO.



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effective

June 1, 2013 through June 30, 2016

HARRIS STEEL CO.

This Agreement is made and entered into this 1st day of June, 2013, by and between Harris Steel Company, hereinafter referred to as the "EMPLOYER", and Excavating, Grading, Asphalt, Private Scavengers and Recyclers, Automobile Salesroom Garage Attendants, Linen and Laundry and Machinery, Scrap Iron, Steel and Metal Trade Chauffeurs, Handlers, Helpers and Alloy Fabricators Local Union No. 731 affiliated with the International Brotherhood of Teamsters hereinafter referred to as the "UNION".

ARTICLE I - RECOGNITION/UNION SHOP/CHECK-OFF

Section 1. The EMPLOYER recognizes the UNION as the sole and exclusive Bargaining Agent for all its Production, Shipping and Receiving and Maintenance Employees excluding Office and Clerical Employees, Clerks, Watchmen and Guards, and Professional and Supervisory Employees as those terms are defined in the Labor Management Relations Act of 1947.

Sec. 2. 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 thirtieth (30th) 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 thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the UNION.

Sec. 3. The UNION will not request the discharge of any Employee without first giving the EMPLOYER seven (7) days notice, during which the EMPLOYER may assist the delinquent Employee to pay up his/her dues.

The service of any new Employee shall be probationary for a period of sixty (60) days from his/her first date of employment during which time he/she shall be subject to dismissal by the EMPLOYER at its option.

Sec. 4. On the first payday of every month the union dues for that month owed by each Employee covered by this Agreement shall be deducted by the EMPLOYER from the pay of each Employee who had so authorized the EMPLOYER in writing. The initiation fee owed by each Employee covered by this Agreement, who has signed and delivered to the EMPLOYER a written authorization therefore, shall be deducted in three equal installments on each of the first three paydays, excluding the first payday of the month, following the date he/she joins the Union and executed and delivers to the EMPLOYER written authorization for such deduction. Such deduction for dues and initiation fee shall be turned over to the Secretary-Treasurer of the UNION not later than ten (10) days after the respective dates of deduction.

CLASS

EMPLOYEE WEEKLY CONTRIBUTIONS

06/01/13 through 06/30/16

■ Employee no dependants	\$14.01
■ Employee plus Child	\$19.12
■ Employee plus Spouse	\$24.69
■ Family	\$29.13

Sec. 4. The EMPLOYER is to contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund on behalf of each Employee covered under the Fund.

Sec. 5: Commencing on the date of hire, eligible Employees will make weekly contributions, as listed above, to aid with the cost of insurance. These contributions will be deducted from the Employee's paycheck. Contributions continue to be the Employee's responsibility during periods they are not on the active payroll and the EMPLOYER is paying the required premiums.

Sec: 6. The EMPLOYER will, via a Health Reimbursement Plan (FLEX), reimburse Employees for:

The Annual Deductible.

The Annual Major Medical Out-of-Pocket Expenses will be paid according to the following:

Individual: first \$1,500 FLEX, next \$500 Employee, last \$500 FLEX

Family: first \$3,000 FLEX, next \$1,000 Employee, last \$1,000 FLEX

as stated in the Central States Southeast and Southwest Health and Welfare Fund TA Plan

Sec. 7. During the life of this Agreement when a policy reaches renewal The EMPLOYER will investigate and research carrier and policy options and reserves the right to make changes in an effort to obtain economical coverage with similar benefits.

ARTICLE XVI – PENSION FUND

Section 1. The EMPLOYER agrees to contribute to the Central States Southeast and Southwest Areas Pension Fund, on behalf of each regular Employee covered by the plan, who has been employed for thirty (30) days, over a three (3) year period as follows:

- Effective April 25, 2013.....\$60.20 per week
- Effective April 24, 2014.....\$60.20 per week
- Effective April 29, 2015.....\$60.20 per week

AGREEMENT

Between

LEWIS BROTHERS BAKERIES, INC.

EVANSVILLE, INDIANA

and

GENERAL TEAMSTERS AND HELPERS

LOCAL UNION NO. 347

West Frankfort, Illinois

WHOLESALE ROUTE SALES DRIVERS

Effective

February 2, 2007 through February 1, 2012

RECEIVED
JUN 23 2009
CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT, made his 2nd day of February, 2007 by and between LEWIS BROTHERS BAKERIES, INC., hereinafter called the "Company" or "Employer", party of the first part, and LOCAL UNION NO. 347, or its successors, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, party of the second part, hereinafter referred to as the "Union".

ARTICLE 1- RECOGNITION

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

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.

ARTICLE 2 - UNION SHOP

Section 1. 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 thirty-first day following the effective date of this subsection or the date of execution of this Agreement, whichever is the later. This provision is to apply if and when state law allows. 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 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 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. This is to apply if and when state law allows.

ARTICLE 30 - LEAVES OF ABSENCE

Section 1. All leaves of absence shall be applied for in writing. Employees absent in excess of five (5) work days must apply for a leave of absence. A copy of such application and the action taken shall be furnished to the Union. The Company reserves the right to investigate the circumstance in order to determine whether the request is justifiable. A leave of absence may be granted for a period of up to thirty (30) days. Additional time may be granted if circumstances warrant.

Any employee taking employment elsewhere during a leave of absence, without obtaining prior written approval by the Company, shall lose any and all seniority rights. The provisions of this section shall not apply to Union employment covered in succeeding sections.

Section 2. Union Leave. Any employee elected or appointed as an official of the Union or delegate to any labor activity necessitating a leave of absence shall be granted a leave of absence without pay and be guaranteed re-employment at the end of such period, with the same seniority rights, except that the time spent in the employ of the Union shall not be counted toward Company seniority. No more than one (1) employee at a time may be on a Union leave.

Section 3. Medical Leave. Leaves will be granted as stipulated in the Family Medical Leave Act (FMLA).

Section 4. Personal Leave. Personal leaves of absence may be granted but must be approved by both the Employer and the Union. All such leaves shall be in writing.

Section 5. Funeral Leave. Any employee suffering the death of mother, father, sister, brother, wife, child, mother-in-law, or father-in-law will be permitted up to a maximum of three (3) days leave of absence, with no loss of pay, and one (1) day leave for sister-in-law, brother-in-law, grandfather, grandmother, or grandchild without the loss of pay. On the three (3) day leave of absence, said leave shall be from the date of death until and including the day of the funeral provided, however, the employee attends the funeral. One additional day of funeral leave if necessary for travel time.

ARTICLE 31 - PENSION

Effective February 2, 2007 through the life of this Agreement, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund. Beginning February 2, 2007 the sum of One Hundred Thirty-three Dollars and 90 Cents (\$133.90) per week will be contributed for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more. Effective February 2, 2008 the amount increases to One Hundred Forty-four Dollars and Sixty Cents (\$144.60). Effective February 2, 2009 the amount increases to One Hundred Fifty-six Dollars and Twenty Cents (\$156.20). Effective February 2, 2010 the amount increases to One Hundred Sixty-eight Dollars and Seventy Cents (\$168.70). Effective February 2, 2011 the amount increases to One Hundred Eighty-two Dollars and Twenty Cents (\$182.20). This fund shall be 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.

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

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 32 - NONDISCRIMINATION

The Employer and the Union party hereto agree that they will not discriminate in the hiring of employees or in their training, upgrading, promotion, transfer, lay off, discipline, discharge or otherwise, because of race, color, religion, national origin, sex or age. All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to mean male and female employees. The Company will be permitted to take all actions necessary to comply with the Americans With Disabilities Act.

COLLECTIVE BARGINING
AGREEMENT

By and Between

HARTFORD BAKERY, INC.
A Division of
LEWIS BROTHERS BAKERIES, INC.
Evansville, Indiana

and

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

and

GENERAL DRIVERS, WAREHOUSEMEN AND HELPERS
LOCAL UNION NO. 89
Louisville, Kentucky

Covering
Wholesale Route Drivers, Store Door Delivery Drivers,
Transport Drivers, and Garage Employees

March 28, 2013 through March 27, 2017

RECEIVED

JUN 11 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

The **HARTFORD BAKERY, INC.**, a Division of Lewis Brothers Bakeries, Inc., Evansville, Indiana (hereinafter referred to as the "Employer" or the "Company"), and the **CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 215**, Evansville, Indiana and **GENERAL DRIVERS, WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 89**, Louisville, Kentucky affiliated with the 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 I - CONDITIONS

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

ARTICLE 2 - RECOGNITION

Section 1.

The Employer recognizes and acknowledges that Chauffeurs, Teamsters, and Helpers Local Union No. 215, Evansville, Indiana and and General Drivers, Warehousemen and Helpers Local Union No. 89, Louisville Kentucky are the exclusive representatives of all employees in the bargaining unit covered by this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act.

Section 2.

Except as otherwise provided in this Agreement, the Company agrees that during the term of this Agreement, it will not subcontract or lease to other companies the current work being performed by the members of the bargaining unit on the date this Agreement is signed.

Section 3.

Notwithstanding the above Section, nothing in this Agreement shall be construed or interpreted to prevent the Company from selling its products to any customers who arrange for or provide transportation of the products purchased from the Company or from transporting product in any manner necessary, including, but not limited to, back hauling from other Lewis Bakeries locations.

ARTICLE 3 - UNION MEMBERSHIP

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 sixtieth (60th) day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that effective from and after the sixtieth (60th) day following the

Section 4.

The Company will furnish coverage to each employee and dependent under the Company Dental Plan.

ARTICLE 37 - PENSION

Section 1.

Effective March 28, 2009, the Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund, One Hundred Forty Four Dollars and Sixty Cents (\$144.60) per week for each regular full time employee on the active payroll for thirty (30) days or more. The remaining years of the contract, the Employer agrees to contribute the following:

Effective March 28, 2013 - \$193.10

Effective March 28, 2014 - \$204.70

Effective March 28, 2015 - \$217.00

Effective March 28, 2016 - \$225.70

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 to 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 employee shall be responsible for paying his own pension contributions. 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 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 in some other Pension Fund.

Section 4.

Notwithstanding anything herein contained, it is agreed that in the event any Employer 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 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 the employees for losses resulting there from.

SIGNED

AGREEMENT

Between

**LEWIS BROTHERS BAKERIES, INC.
(Bunny Bread Company)**

CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS

LOCAL UNION NO. 525

ALTON, ILLINOIS



RECEIVED

SEP 19 2008

**CONTRACT
DEPARTMENT**

**Affiliated With The
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**ROUTE SALES, TRANSPORT DRIVERS
CUSTODIANS AND CHECKERS**

Effective September 1, 2007 to August 31, 2012

CONTRACTS 4/15

AGREEMENT

THIS AGREEMENT, dated the 1st day of September, 2007, by and between **LEWIS BROTHERS BAKERIES, INC.**, or its successors, herein called the "Employer" on behalf of each individual member thereof herein referred to as the "Employee" party of the First Part and **TEAMSTERS LOCAL UNION NO. 525**, 830 East Broadway, Alton, Illinois, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or its successors, party of the Second Part, hereinafter referred to as the "Union" is for the purpose of establishing rates of pay, wages, hours of work and conditions of employment to be observed between the parties.

ARTICLE 1 - RECOGNITION

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

Section 2. The term "employee" as used in this Agreement shall include all **ROUTE SUPERVISORS, SALES REPRESENTATIVES, TRANSPORT DRIVERS, CUSTODIANS AND CHECKERS.**

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 a duly authorized representative of the Union.

Section 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 - REPRESENTATION

In dealing with the Employer, the Union shall be represented by **Employee Shop Stewards** who shall be selected in any manner determined by the Union, on the basis of one for each twenty-five (25) employees, or major fraction thereof, with a minimum of one (1) shop steward for each Terminal. Shop Stewards shall meet with the Employer on grievances as they occur.

ARTICLE 3 - STEWARDS

but will remain on the seniority list in the terminal where currently being carried. The shop steward will be notified when the extra driver will be working in another terminal.

ARTICLE 39 - ROUTE BIDDING

Section 1. Should a route vacancy occur or a new route be created, a notice shall be posted by the Company for a period of three (3) days. Such notice shall include the location and approximate volume of the vacant or new route.

Section 2. A sales representative, having at least one (1) year service with the Company, may make application for such route vacancy by signing his name to the bid notice. The vacant route shall be awarded to the senior employee bidding.

Section 3. The Company may adjust such vacant route prior to awarding to the senior bidding employee, however, the bid notice shall reflect such adjustment.

Section 4. No sales representative successfully bidding on a vacancy shall be permitted to bid again for a period of twelve (12) months, unless otherwise agreed to by the Company.

Section 5. During the period considerations are being given to any bidders, the Company may fill the vacancy at its own discretion pending the awarding of the vacancy. Route is to be filled in fifteen (15) working days.

Section 6. There shall be no bidding between the classifications covered under this Agreement unless agreed to by the Company.

Section 7. A route vacated as a result of a successful bid shall be filled by the Company at its discretion.

Section 8. Classifications referred to above shall be sales representatives, route supervisors, transport drivers, custodians, and checkers.

Section 9. If, in the opinion of the Employer and the Union, the senior employee bidding is not qualified to perform the work satisfactorily, the job shall be awarded to the next senior employee qualified who has bid for the job. An employee awarded a job shall be given a fair trial for a period not to exceed thirty (30) days at the regular compensation paid to the employee on the job, but if it shall, at the end of the trial period be decided by the Employer and the Union that such employee cannot adapt to the new position or if the Employee desires, he shall be returned to his old position at the rate of pay for that position.

ARTICLE 40 - PENSIONS

Effective September 1, 2007, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred Thirty Three Dollars and Ninety Cents (\$133.90) per week for each employee covered by this

Agreement who has been on the payroll thirty (30) days or more.

Increased contributions will be effective, as follows:

September 1, 2008	\$144.60 per week
September 1, 2009	\$156.20 per week
September 1, 2010	\$168.70 per week
September 1, 2011	\$182.20 per week

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 Employers 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 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-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation.

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this Agreement, including weeks where work is performed for the 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 layoff who is 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 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 collections.

Delinquency Clause: 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 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 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 taken, the Employer shall be responsible to the employees for losses resulting there from.

ARTICLE 41 - ROUTE SUPERVISOR'S SALARY & WORKING CONDITIONS

Effective September 1, 2002, the minimum wage scale for Route Supervisors shall be the same base pay as a sales representative, plus the average weekly commission for the terminal, plus Twenty Dollars (\$20.00).

Route Supervisors shall supervise service of sales representatives and solicit new business, run routes during absence of regular sales representatives and make emergency deliveries when necessary.

ARTICLE 42 - SALES REP'S SALARY, HOURS, & WORKING CONDITIONS

Section 1. Sales representatives shall be paid as follows: Lump sum payment of \$520.00 for Aug.1, 2007 to Sept.1, 2008.

	<u>9-1-08</u>	<u>9-1-09</u>	<u>9-1-10</u>	<u>9-1-11</u>
Base	\$274.00	\$279.00	\$284.00	\$289.00
Bread Commission	9 1/2%	9 1/2%	9 1/2%	9 1/2%
Private Label Commission	4%	4%	4%	4%
Drop Shipment Commission	3%	3%	3%	3%

Management agrees that five (5) days shall constitute a work week for employee covered by this Agreement.

No sales representative shall be required to work in excess of ten (10) hours in any one (1) day.

ORIGINAL

AGREEMENT

Between

BUNNY BREAD COMPANY

and

**TEAMSTERS LOCAL UNION NO. 600
CAPE GIRARDEAU, MISSOURI**

WHOLESALE ROUTE DRIVERS

RECEIVED

AUG 29 2012

Effective

**CONTRACT
DEPARTMENT**

March 1, 2012 through February 28, 2015

AGREEMENT

THIS AGREEMENT, by and between **BUNNY BREAD, INCORPORATED**, A MISSOURI CORPORATION, located in Cape Girardeau, Missouri, hereinafter called the "Employer", party of the First Part, and **TEAMSTERS LOCAL UNION 600** of Cape Girardeau, Missouri, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter called the "Union", party of the Second Part, WITNESSETH:

ARTICLE 1 - RECOGNITION

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

All full time and regular part time wholesale route salespeople domiciled at the Employer's facilities at Cape Girardeau, Missouri, Sikeston, Missouri, Poplar Bluff, Missouri, Farmington, Missouri and all other facilities presently working under a collective bargaining agreement between Bunny Bread, Inc., and Teamsters Local Union No. 600 (this shall include all full-time and regular part-time mechanics now working under a collective bargaining agreement between Bunny Bread, Inc., and Teamsters Local Union No. 600), and employees in all such classifications at other facilities which the Employer may in the future establish within the geographical jurisdiction of the Union. This shall not pertain to any business purchased by the Company which has a successor clause in its bargaining agreement.

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.

Section 4. The Employer agrees that they will 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 work of the employees of said unit.

this Article, disability shall be defined as it is under Social Security, and the employee must have applied for disability benefits under the Social Security Act.

ARTICLE 21 - PENSIONS

Effective April; 27, 2012, 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 for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more.

Effective April 27, 2013 the rate increases to \$193.10
April 27, 2014 the rate increases to \$204.70
April 27, 2015 the rate increases to \$217.00
April 27, 2016 the rate increases to \$225.70

By the execution of this Agreement, the Employer authorizes the employer associations which are parties thereto 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.

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.

ARTICLE 22 - LEAVES OF ABSENCE

Section 1. Any employee desiring a leave of absence shall secure written permission from both the Union and the Company. The maximum leave of absence shall be twelve (12) weeks in a rolling twelve (12) month period as stipulated in the Family Medical Leave Act (FMLA).

Section 2. During the leave of absence, the employee shall not engage in gainful



BUNNY BREAD CO.
ACCOUNT NOS.: 1140200-0106-574-A
1140200-0300-574-A
1140200-0700-574-A
1140200-0807-574-A

LETTER OF UNDERSTANDING AND AGREEMENT

Effective March 1, 2004, 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 (employees working 24 hours or less each week) 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.)

BUNNY BREAD CO., INC.

Redacted by U.S. Treasury

B

Title: VICE PRES. HUMAN RESOURCES

Date: 7 June 2004

TEAMSTERS LOCAL NO. 574

Redacted by U.S. Treasury

F

Title: Secretary-Treasurer

Date: June 14, 2004

500 N. Fulton Avenue • Evansville, Indiana 47710-1571 • (812) 425-4642

AGREEMENT

between

LEWIS BAKERIES, INC.

and

TEAMSTERS LOCAL UNION NO. 688

COVERING QUINCY, ILLINOIS ROUTE SALES

Effective November 5, 2011 through November 5, 2014.

JAN 10 2012

CONTRACT
DEPARTMENT

AGREEMENT

This Agreement, made and entered into this 5th day of November, 2011, by and between LEWIS BAKERIES, INC., Quincy, Illinois, party of the first part, hereinafter referred to as the Employer, and TEAMSTERS LOCAL UNION #688 of St. Louis, Missouri; affiliated with the International Brotherhood of Teamsters, party of the second part, hereinafter referred to as the Union.

ARTICLE 1. RECOGNITION

Section 1. The Employer recognizes the Union as the sole collective bargaining agency for all sales drivers, extra sales and truck loaders employed in the Employer's depot in the jurisdiction of the Union. The Union agrees that this Agreement shall not cover sales managers or assistant managers.

Section 2. 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.

Section 3. The Employer 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, it being agreed by the parties hereto that equal opportunity and collective bargaining have been afforded by the parties, one to the other, and that this Agreement has been reached after adequate discussion and bargaining. Any such agreement shall be null and void.

ARTICLE 2. UNION SECURITY

Section 1. It is understood and agreed by and between the parties hereto that as a condition of continued employment all persons who are hereafter employed by the Employer in the Unit which is the subject of the Agreement shall become members of the Union no later than the thirtieth (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 Employer in said Unit of persons who are already members in good standing in the Union shall be conditioned upon these persons continuing their payments of the periodic dues of the Union and that the continued employment of persons who are 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 these persons becoming members not later than the thirtieth (30th) day following the execution date of this Agreement.

Section 2. The failure of an employee to become a member of the Union, or the failure of an employee to maintain his membership in good standing in accordance with Section 1, above, (provided the Union membership was available to other members) shall, upon written notice from the Union to such effect, obligate the Employer to discharge such employee.

(22)week guarantee based on his prior four (4) week average for that account.

Driver salespersons hired before June 27, 1977 shall receive 8% commission on private label sales

PRIVATE AND SECONDARY LABEL WITH RACK SERVICE AND STALE RETURNS

Section 5. Commission Rates:

Effective December 4, 1988 - 5%

Newly hired driver salesmen shall be paid the base rate during their training period. When assigned to a base rate plus commission route, they shall be paid eighty percent (80%) of the base rate plus full commission for the first twelve (12) months, and ninety percent (90%) of the base rate plus full commission for the second twelve (12) months, and full base rate plus commission thereafter.

Section 6. Checker-Loaders shall be paid as follows:

Effective November 5, 2004	\$13.04 per hour
November 5, 2009	\$13.54 per hour
November 5, 2010	\$14.04 per hour

Loaders currently paid more than the published rate shall stay at their present rate.

Guaranteed forty (40) hour workweek. Overtime at the rate of time and one-half (1½) after eight (8) hours per day and/or forty (40) hours per week.

Section 7. Extra driver salesmen, if used, shall be paid the applicable base pay as detailed in subsections a) and b) of Section 1, plus a commission of 7% on the average net depot route sales over the applicable drag for that year. If an Employee hired before June 27, 1977 is awarded the Extra Driver Salesman position he shall be paid based on Section 2 of this Article.

Section 8. If a DOT physical is required the Employer will be responsible for the cost of such physical.

ARTICLE 31. PENSION PLAN

Section 1. The Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund as follows:

Effective November 5, 2011	\$193.50 per week
Effective November 5, 2012	\$201.20 per week

Effective November 5, 2013	\$209.20 per week
Effective November 5, 2014	\$217.60 per week
Effective November 5, 2015	\$226.30 per week

for each employee with thirty (30) days or more service, who works one (1) or more days in any given workweek. Any days 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. 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 contribution into the Pension Fund during the period of absence.

Section 3. The Pension Fund shall be administered by a joint board of administration, with equal representation by both the Union and the Employer; and be established for the purpose of providing pension for all employees covered by the collective bargaining agreement. The parties will execute an Agreement and Declaration of Trust for the purpose hereinabove set forth.

Section 4. The Pension Fund so established will qualify under any appropriate sections of the Internal Revenue Code of 1954 so as to insure that the Employer's contributions thereto will be considered as ordinary business expense in the tax year in which the payments are made. All documents incident thereto, must be drawn to conform with all Federal and State laws.

ARTICLE 32. SICK LEAVE

All regular employees who have served their thirty (30) days probationary period shall receive six (6) days sick leave per year, non-accumulative. A doctor's certificate may be requested.

ARTICLE 33. DURATION

Except as otherwise provided, this Agreement shall become effective as of November 5, 2011, and continue in full force and effect through November 5, 2014, and from year to year thereafter unless written notice of termination or desired modification is given at least sixty (60) days prior to November 5, or any annual expiration date thereafter by either of the parties hereto.

Should notice of termination or desired modification be given in the manner provided for above, the parties desiring same shall:

- (A) Offer to meet and confer with the other party for the purpose of negotiating a new agreement or an agreement containing the proposed changes;
- (B) Notify the Federal Mediation and Conciliation Service within thirty (30) days

A G R E E M E N T

between

LEWIS BAKERIES, INC.

and

LOCAL UNION NO. 916
affiliated with the

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA**

AUGUST 8, 2009 through AUGUST 7, 2014 **RECEIVED**

NOV 23 2009

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement, dated the 8th day of August 2009, by and between Lewis Bakeries, Inc., or its successor, located in Springfield and Jacksonville, Illinois, hereinafter called the "Employer," and Local Union No. 916, affiliated with the International Brotherhood of Teamsters, or its successors, 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
EMPLOYING UNION DRIVERS

Section 1. All workers employed by the Employer and coming under the Union purely by reason of this Agreement shall be employees in good standing with the Union as long as the terms of this Agreement are in effect.

Section 2. When new help is required, any employee whom the Employer shall so employ must make application to become a member of the Union not later than thirty (30) days from the date of employment and shall remain a member in good standing for the duration of this Agreement.

Section 3. Failure of any employee to pay initiation fee and periodic dues of the Union, provided membership was made available to him on the same terms and conditions generally available to other members, shall obligate the Employer, upon written notice from the Union supported by proper evidence, to discharge such employees.

Section 4. It is understood and agreed that driver sales employees, pull up men, swing men and mechanics come under the jurisdiction of Local No. 916, and shall become members of this Union as provided for in Article 1, Section 1.

Section 5. It is agreed that there will be no discrimination against employees in the bargaining units because of race, creed, color, age, national origin, or sex.

Section 6. The Employer shall within twenty-one (21) days after the hiring of a new employee advise the Union of the employee's name and address.

shall have the right within one (1) week after receipt of said notice to serve on the other party its statement in the matter to be arbitrated. If the parties then fail to agree on a mutually acceptable arbitrator, the parties shall request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators from which the parties shall select a mutually satisfactory arbitrator who will properly arbitrate the dispute.

The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

The decision of the Arbitrator shall be final and binding upon the parties hereto. The compensation of the Arbitrator shall be borne equally by the Employer and the Union.

There shall be no strike or lock-out during the term of this Agreement unless either party fails to abide by the decision of the Arbitrator.

ARTICLE 18 UNION JURISDICTION

The Employer agrees to respect the jurisdiction of the Union and will not direct or require persons other than the employees in the bargaining units to do work which is recognized as work of the employees in the bargaining unit. Exception to this may be made in emergency when no regular employee is available.

ARTICLE 19 HEALTH AND WELFARE

Section 1. Effective January 3, 2010, Health and Welfare coverage shall continue to be provided by the company's self insured plan (Springfield Sales Drivers Plan) to all employees covered by this Agreement who have been on the payroll thirty (30) days or more. All employees will contribute to the cost of the plan by contributing as follows:

Employee only coverage \$5.00 per week.

Employee, spouse and/or children coverage \$10.00 per week.

Employees may elect to pay their contribution through the use of pre-tax dollars if they so choose.

A Summary of Benefits is attached to this Agreement in Appendix A.

Section 2. Effective April 26, 2009, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred Forty-four Dollars and Sixty Cents (\$144.60) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

The weekly pension contribution shall increase to:

Effective April 26, 2010 One Hundred Fifty-six Dollars and Twenty Cents (\$156.20)

Effective April 26, 2011 One Hundred Sixty-eight Dollars and Seventy Cents (\$168.70)

Effective April 26, 2012 One Hundred Eighty-two Dollars and Twenty Cents (\$182.20)
Effective April 26, 2013 One Hundred Ninety-three Dollars and Ten Cents (\$193.10)
Effective April 26, 2014 Two Hundred Dollars and Eighty Cents (\$200.80)

ARTICLE 20
CHECK-OFF

The Employer agrees to deduct from wages of all employees, dues and initiation or reinstatement fees, when proper authorization cards are signed by such employees as required by the Labor Management Relations Act of 1947, provided that the Union submits statement of dues in duplicate.

ARTICLE 21
NEW TYPE DELIVERY

Section 1. It is understood and agreed that should any Employer, during the term of this Agreement, enter into an agreement with a group of stores calling for a different type of distribution such as deliveries to a warehouse or to a grocer's dock, the Union will sit down with the Employer and negotiate for the different type of distribution.

Section 2. If an agreement has not been reached within thirty (30) days, it is agreed that the present contract shall remain in full force and effect until the expiration date. Any terms granted the Employer involved, such as hourly rate or lesser commission in private label or secondary bakery goods, will be immediately available to all other Employers subject to this Agreement.

Section 3. In the event the Union grants more favorable wage, benefit, commission or other terms to another bakery employer not signatory to this Agreement, such terms shall immediately be available to the Employers subject to this Agreement. This provision shall apply to contracts negotiated after November 10, 1983.

ARTICLE 22
EFFECTIVE DATE OF AGREEMENT

This Agreement will go into effect on August 8, 2009, and will continue in full force and effect through August 7, 2014, and will continue thereafter from year to year unless written notice is given either party sixty (60) days prior to August 7 in any one year thereafter.

ARTICLE 23
D.R.I.V.E. CHECKOFF

Section 1. The Employer agrees to deduct from paychecks 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

COLLECTIVE BARGINING
AGREEMENT

By and Between

HARTFORD BAKERY, INC.
A Division of
LEWIS BROTHERS BAKERIES, INC.
Evansville, Indiana

and

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

and

GENERAL DRIVERS, WAREHOUSEMEN AND HELPERS
LOCAL UNION NO. 89
Louisville, Kentucky

Covering
Wholesale Route Drivers, Store Door Delivery Drivers,
Transport Drivers, and Garage Employees

March 28, 2013 through March 27, 2017

RECEIVED

JUN 11 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

The **HARTFORD BAKERY, INC.**, a Division of Lewis Brothers Bakeries, Inc., Evansville, Indiana (hereinafter referred to as the "Employer" or the "Company"), and the **CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 215**, Evansville, Indiana and **GENERAL DRIVERS, WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 89**, Louisville, Kentucky affiliated with the 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 I - CONDITIONS

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

ARTICLE 2 - RECOGNITION

Section 1.

The Employer recognizes and acknowledges that Chauffeurs, Teamsters, and Helpers Local Union No. 215, Evansville, Indiana and and General Drivers, Warehousemen and Helpers Local Union No. 89, Louisville Kentucky are the exclusive representatives of all employees in the bargaining unit covered by this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act.

Section 2.

Except as otherwise provided in this Agreement, the Company agrees that during the term of this Agreement, it will not subcontract or lease to other companies the current work being performed by the members of the bargaining unit on the date this Agreement is signed.

Section 3.

Notwithstanding the above Section, nothing in this Agreement shall be construed or interpreted to prevent the Company from selling its products to any customers who arrange for or provide transportation of the products purchased from the Company or from transporting product in any manner necessary, including, but not limited to, back hauling from other Lewis Bakeries locations.

ARTICLE 3 - UNION MEMBERSHIP

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 sixtieth (60th) day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that effective from and after the sixtieth (60th) day following the

Section 4.

The Company will furnish coverage to each employee and dependent under the Company Dental Plan.

ARTICLE 37 - PENSION

Section 1.

Effective March 28, 2009, the Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund, One Hundred Forty Four Dollars and Sixty Cents (\$144.60) per week for each regular full time employee on the active payroll for thirty (30) days or more. The remaining years of the contract, the Employer agrees to contribute the following:

Effective March 28, 2013 - \$193.10

Effective March 28, 2014 - \$204.70

Effective March 28, 2015 - \$217.00

Effective March 28, 2016 - \$225.70

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 to 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 employee shall be responsible for paying his own pension contributions. 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 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 in some other Pension Fund.

Section 4.

Notwithstanding anything herein contained, it is agreed that in the event any Employer 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 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 the employees for losses resulting there from.

AGREEMENT

EFFECTIVE: **October 1, 2010**

EXPIRATION: **September 30, 2015**

THIS AGREEMENT, made and entered into as of 1st day of October, 2010, in the City of Toledo, County of Lucas, and State of Ohio, by and between the Harvard Maintenance One Sea Gate, hereinafter called the "Employer" and "TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS UNION NO. 20, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Toledo, Ohio party of the second part, hereinafter called the "Union".

WITNESSETH:

The parties hereto, in consideration of other 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 employees of the Employer working as Building, Operating and Lead Engineers at One Sea Gate, Toledo Ohio.

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 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.

Section 4. Non-Discrimination: The Company and the Union mutually agree that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, religion, color, age, sex, or national origin including Vietnam era Veterans as defined by the Vietnam era Veteran's Readjustment Assistance Act of 1974 or qualified handicapped individuals as defined by the Rehabilitation Act of 1973 or other applicable laws. Any claim of violation of the above policy shall be taken up as a grievance under the established grievance procedure.

ARTICLE XXI - PENSION PLAN

Section L Effective October 1, 2010 and for the life of this agreement, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of \$151.90 per week to provide the benefits which currently exist in Plan "17B" for each employee covered by this Agreement who is on the payroll thirty (30) days or more and any future increases during the life of this agreement.

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 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 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. Not With standing 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 therefore.

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

ARTICLE XXII - MISCELLANEOUS

Section 1. The Company agrees to furnish a bulletin board. The Union shall have the right to post Union notices or notices of special gatherings on the Union's bulletin boards.

The Union acknowledges that Employer has entered into this Agreement based on the fact that employer's affiliate is the manager of the property at which the employees are employed. According, and notwithstanding anything herein to the contrary, this Agreement shall terminate upon termination of Employer's affiliate's management of the property and Employer shall be released from all liability hereunder after the date of such termination.

IN WITNESS WHEREOF, the parties hereto have signed and executed this and several other copies, hereto, the day and year first written above.

FOR THE COMPANY:

Redacted by U.S. Treasury

President

Stanley K Doobin

DATE:

1/14/11

FOR THE UNION:

Redacted by U.S. Treasury

RECEIVED

JAN 24 2011

**CONTRACT
DEPARTMENT**

HARVARD MAINTENANCE
ACCOUNT NO. 3548100-0100-00020-A

LETTER OF UNDERSTANDING AND AGREEMENT

Contributions will be remitted in the following amounts 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 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.

<u>Effective Date</u>	<u>Weekly Rate</u>
October 1, 2010	\$162.50
October 1, 2011	\$173.90
October 1, 2012	\$184.30
October 1, 2013	\$193.50
October 1, 2014	\$201.20

HARVARD MAINTENANCE

Redacted by U.S. Treasury

B

Title:

President

Date:

8/21/11

LOCAL UNION NO. 20

Redacted by U.S. Treasury

By:

Title:

Teamster / BA

Date:

8-19-11

**WHOLESALE BUILDING MATERIAL AGREEMENT
(Drivers)**

BETWEEN

HASS WHOLESALE, INC.

AND

TEAMSTERS LOCAL UNION NO. 364



RECEIVED

JUN 11 2015

**CONTRACT
DEPARTMENT**

For the period from 05-15-2015 through 5-14-2018

HASS WHOLESALE, INC.
WHOLESALE BUILDING MATERIAL AGREEMENT
(Drivers)
05-15-2015 through 5-14-2018

THIS AGREEMENT, severally made and entered into between HASS WHOLESALE, INC., hereinafter referred to as the "Employer", and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 364, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as 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 his employees; and of promoting and improving peaceful industrial and economic relations between the parties;

WHEREAS, the Employer can continue in business and provide employment opportunities only so long as it satisfactorily serves its customers; in order to build and maintain satisfied customers, it is the responsibility of all employees covered by this Agreement to assist in every way possible in providing services to customers to enable Employer to carry out these objectives.

WITNESSETH:

ARTICLE 1
RECOGNITION, UNION SHOP AND CHECK-OFF

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

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

Section 2. The Employer shall contribute to said Fund, effective May 17, 2015, the sum of Two Hundred Eight-Six Dollars (\$286.00) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective May 14, 2016, the Employer shall contribute an amount not to exceed the sum of Three Hundred Fourteen Dollars and Sixty Cents (\$314.60) per week for each employee. Effective May 13, 2017, the Employer shall contribute an amount not to exceed the sum of Three Hundred Forty-Six Dollars and Ten Cents (\$346.10).

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 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.

ARTICLE 26

PENSION

Section 1. Effective May 15, 2015, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Seventy-Two Dollars and Thirty Cents (\$72.30) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective May 15, 2016, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Seventy-Five Dollars and Twenty Cents (\$75.20) per week. Effective May 15, 2017, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Seventy-Eight Dollars and Twenty Cents (\$78.20) per week.

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.

ARTICLE 27

JURY DUTY

The Employer agrees to pay an employee who is called and serves (not volunteers) as a 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

**LETTER OF UNDERSTANDING
HASS WHOLESALE MILLWORK
Account No.: 3552650-0103-00364-A**

The Employer and Union hereby certify to the Central States, Southeast and Southwest Areas Health and Welfare Fund that there is a bona fide employment-based reason for the change from Fund benefit package MA to Fund benefit package MB effective May 17, 2015. The change was the result of good faith collective bargaining between the Employer and the Union, in the best interest of the members of the bargaining unit, and helped ensure labor peace between the Employer and the Union.

HASS WHOLESALE, INC.

By _____

Title _____

Date Signed _____

PRWS

6-8-15

**LOCAL UNION NO. 364 affiliated with
the INTERNATIONAL BROTHERHOOD
OF TEAMSTERS**

By _____

Title _____

Date Signed _____

Robert R. Warnock, III
President

June 1, 2015

RECEIVED

JUN 11 2015

**CONTRACT
DEPARTMENT**

ARTICLES OF AGREEMENT
EFFECTIVE DATE: 04/30/14
EXPIRATION DATE: 04/29/17

Between

JOE HATZER & SON, INC
STREATOR, ILLINOIS

and

TEAMSTERS LOCAL UNION NO. 722
LA SALLE, ILLINOIS

Affiliated with the:
INTERNATIONAL BROTHERHOOD OF TEAMSTERS.

RECEIVED

AUG 22 2014

CONTRACT
DEPARTMENT

ARTICLES OF AGREEMENT

THIS AGREEMENT made and entered into by and between JOE HATZER & SON, INC., IN STREATOR, ILLINOIS, or its successors, as Party of the First Part, and hereinafter referred to as the "Employer" and GENERAL TRUCK DRIVERS, DOCKMEN, HELPERS, WAREHOUSEMEN, SALES DRIVERS, AUTOMOTIVE WORKERS, GAS STATION ATTENDANTS, RETAIL DELIVERY DRIVERS AND DAIRY, HEALTH CARE AND PUBLIC EMPLOYEES LOCAL UNION NO. 722, or its successors, an affiliate of the International Brotherhood of Teamsters, as Party of the Second part, and hereinafter referred to as the "Union".

ARTICLE 1 RECOGNITION AND UNION SECURITY

Section 1. The Employer recognizes and acknowledges that the Union is the duly authorized collective bargaining representative for all its employees with the job classifications and units covered by this Agreement.

Section 2. 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) calendar 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 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) calendar 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 other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union Membership as required herein shall obligate the Employer to discharge such person upon written notice to the Employer by the Union.

Section 3. The Employer agrees to deduct from the salary of all employees covered by this Agreement, dues, initiation fees and death benefit fund assessments of Teamsters Local Union No. 722 and agrees to remit within five (5) days to said Local Union, all such deductions. Check-off as herein provided shall apply only to such employees from whom the Employer has received a written assignment. No deductions shall be made which are prohibited by applicable law. The employer shall deduct dues, fees, etc., on a monthly basis from the employees paychecks and continue to remit to the Union on a quarterly basis.

Section 4. The Union will hold and save harmless the employer from any loss by way of damages, back pay awards, fees (including reasonable attorney's fees) and costs arising out of any action taken by the employer as requested by the union pursuant to the provisions of this Article.

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.

Section 3. The Employer's sole obligation with respect to health & welfare or other group insurance benefits, shall be to make the contributions to the Health and Welfare Fund as provided by this Article. The Employer shall not be responsible in any way for the proper administration of the Health and Welfare Fund. The Employer's responsibility ceases after each contribution is made to the Health and Welfare Fund.

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's fees and costs of collection.

ARTICLE 15 PENSION PLAN

Section 1. Effective MAY 1, 2014, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of Two Hundred Eighty Dollars and Twenty Cents (\$280.20) per week for each employee covered by this Agreement who works one (1) day or any part of one (1) day during the week. Effective MAY 1, 2015, the weekly contributions shall be increased to Two Hundred Ninety One Dollars and Forty Cents (\$291.40) per employee. Effective MAY 1, 2016, the weekly contributions shall be increased to Three Hundred Three Dollars and Ten Cents (\$303.10) 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 operations under this Agreement or for operations under the Southeast and Southwest Areas Agreement to which Employers who are party to this Agreement are also parties.

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 agreements, hereby waiving all notice thereof and ratifying all actions already 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. 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 temporarily in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

Section 5. The employer's sole obligation with respect to pension or other pension benefits shall be to make the contributions to the Pension Fund as provided by this Article. The Employer shall not be responsible in any way for the proper administration of the Pension Fund.

Section 6. 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 attorneys' fees and costs of collection. Employers responsibility ceases after each contribution is made to the designated fund.

ARTICLE 16 PROTECTION OF RIGHTS

It shall not be a violation of this Agreement and it shall not be cause for discharge or permanent replacement, if any employee, who of his own accord refuses to go through a primary picket line of a Union; nor shall the exercise of any rights permitted by law be a violation of this Agreement. However, employees are expected to cross informational picket lines and other non-primary picket lines unless they have reasonable grounds to fear for their safety.

ARTICLE 17 DISCHARGE OR SUSPENSION

Section 1. The Employer shall not discharge not suspend any employee without just cause. With respect to such discipline, the Employer recognizes the principles of progressive discipline and normally will give at least one warning notice of complaint against such employee prior to a suspension, and will give a suspension prior to a discharge (and a copy to the Union on each occasion.) The Union recognizes that some offenses may be so serious or the circumstances so aggravated that the Employer is justified in skipping one or more of the progressive discipline steps. Such situations may include but are not limited to such offenses as dishonesty, violence, insubordination, violations of the Employer's Drug Free Workplace Policy, gross negligence in the performance of duties and carrying unauthorized passengers while on the job. Warning notices and all other discipline shall remain in an employee's file indefinitely, but warning notices may not serve as the basis for progressive discipline after twelve (12) months.

Section 2. Written notice of discipline must be given to the employee and the Local Union, but failure to provide notice to the Union shall not be cause to nullify the discharge. An employee may request reconsideration and an investigation as to such employee's suspension or discharge.

AGREEMENT

effective

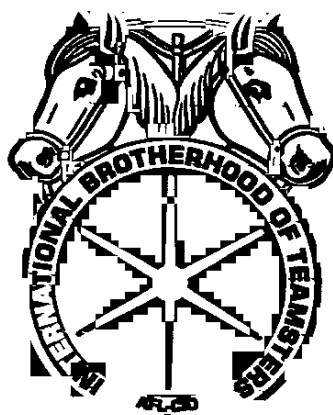
**September 14, 2009 through
December 31, 2012**

between

Hazel Park Harness Raceway

and

Teamsters Local 337



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JUL 13 2010

CONTRACT
DEPARTMENT

The International Brotherhood of Teamsters

June 7 2010

INTRODUCTION

THIS AGREEMENT, signed this _____ day of _____ and effective the date of September 14, 2009, except as otherwise specified in this Agreement, by and between

HAZEL PARK HARNESS RACEWAY
1650 E. 10 Mile Road
Hazel Park MI 48030

party of the first part, the Employer, and Local Union No. 337, affiliated with the International Brotherhood of Teamsters, located at 2801 Trumbull Avenue, Detroit, MI 48216, 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 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 for those classifications of employees listed in the attached Schedule "A" including the Track Maintenance Crew.

The terms of this Agreement will apply to all employees in the classifications of work set forth herein and will cover all accretions to, relocations or consolidations of bargaining unit operations to full extent allowed by law.

Section 2. All present employees who are members of the Union 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 hereinafter will become and remain members in good standing of the Union as a condition of

(c) Any non-eligible Employee can appeal to the Committee. The Committee will hear the appeal and its decision will be final and binding.

(d) The Committee is authorized to retain legal counsel whose fees must be verified by the Committee and paid equally by Hazel Park Harness Raceway and the Union.

(e) The Committee's decisions must be unanimous.

ARTICLE 26A

Pension

The employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund for: (1) each current employee covered by this collective bargaining agreement who was on the regular seniority list as of July 31, 2009; and (2) for all employees first employed after July 31, 2009 that work 1,000 hours or more per year.

Pension fund contributions will be made at the following rates:

Effective Date

8/1/09 \$2.90/hour

8/1/10 \$3.10/hour

8/1/11 \$3.30/hour

Pension fund contributions will be made in accordance with the Primary Schedule specified by the Central States, Southeast and Southwest Areas Pension Fund, as indicated above.

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.

The Pension language in this contract, and contributions, must be acceptable to the Central States, Southeast and Southwest Areas Pension Fund.

ARTICLE 27

SEPARABILITY AND SAVINGS CLAUSE

If any article or Section of this Contract or of any Riders should be held invalid by operation of law or by any tribunal of competent jurisdiction,

TRACK MAINTENANCE CREW ADDENDUM

The track maintenance crew formerly part of the Hazel Park Harness Raceway (Maintenance) Contract with Teamsters Local No. 337 will now be part of the bargaining unit covered by this Agreement. Except as provided below, employment for the track maintenance crew will be subject to the same terms and conditions of employment as other employees. All work will be performed at an hourly rate. This is a change from prior agreements, and the Track Maintenance Crew will only be paid for time worked.

1. Wages

New Hires - Track Crew Laborers	\$10.00 first 900 hours
Track Crew - Laborers	\$12.86
Equipment Drivers & Mechanic	\$13.27

2. Overtime

Article 5, Section 7 shall not apply to the track maintenance crew. Instead, the track maintenance crew will receive time and one-half (1.5) his regular rate of pay for (1) work performed on Saturday; (2) for all hours in excess of forty (40) hours in any one week; and (3) after eight (8) hours in any one day. Each employee will be given the opportunity to work on Saturday.

If an employee's hours qualify for time and one-half pay for more than one reason, overtime shall not stack and pay will be limited to time and one-half.

3. Pension Contributions

Pension fund contributions will be made in accordance with this section. To the extent that the rates and effective dates conflict with the terms of any prior contract, the terms and conditions set forth herein will control. Contributions will be made only when employees are working.

Effective Date	
11/01/07	\$179.30/week
11/01/08	\$193.60/week
09/12/09	\$6.00/hour
11/01/09	\$6.50/hour
11/01/10	\$7.00/hour
11/01/11	\$7.60/hour

11/01/12

\$8.20/hour

To the extent that hourly contributions are insufficient, additional contributions will be made so that all track maintenance employees attain the minimum amount of contributions required in a year to obtain a year of contributory credit (40 weeks, 180 days, or 1200 hours).

4. Health Contributions

Health contributions will be made on behalf of the track maintenance crew under the terms and conditions set forth in Article 26.

5. Expanded Work

If the number of Live racing weeks during the season falls below 28, any member of the track maintenance crew will be permitted to perform, barns and grounds work, or if no such work is available, other sweepers department work at Hazel Park Harness Raceway until he has worked 28 weeks dependent upon workload requirements as determined solely by the employer and conformance with the seniority status within each individual department. All work performed by the track maintenance crew will be at the rates specified in Sections 1 through 3, regardless of the department in which it is performed until he has worked for 28 weeks. Any additional work will be performed at the rates applicable to the department. Track maintenance workers employed by Hazel Park in 2009 will have seniority preference in the sweeping department over sweepers hired after April 1, 2010 during non-live if live falls below 28 weeks.

6. Elimination of Live Racing Re-opener

In the event Live Racing is eliminated at Hazel Park, this Track Maintenance Crew Addendum will be reopened for negotiation of all terms and conditions.

HAZEL PARK HARNESS RACEWAY
ACCOUNT NO.: 3595305-0100-00337-B

LETTER OF UNDERSTANDING AND AGREEMENT

Effective September 14, 2009, contributions will be remitted to the Central States Pension Fund on behalf of any employee covered by the collective bargaining agreement (cba) who was on the regular seniority list as of July 31, 2009. In the event employees hired after July 31, 2009 work 1,000 hours or more in a calendar year, contributions will be remitted to the Central States Pension Fund on behalf of those employees for the remainder of that year and all subsequent years. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

Effective August 1, 2012, the Company's per hour contributions to the Central States Pension Fund will increase to \$3.60 per hour

HAZEL PARK HARNESS RACEWAY

Redacted by U.S.
Treasury

By: _____

Title: V.P.

Date: 5/22/12

LOCAL UNION NO. 337

Redacted by U.S. Treasury

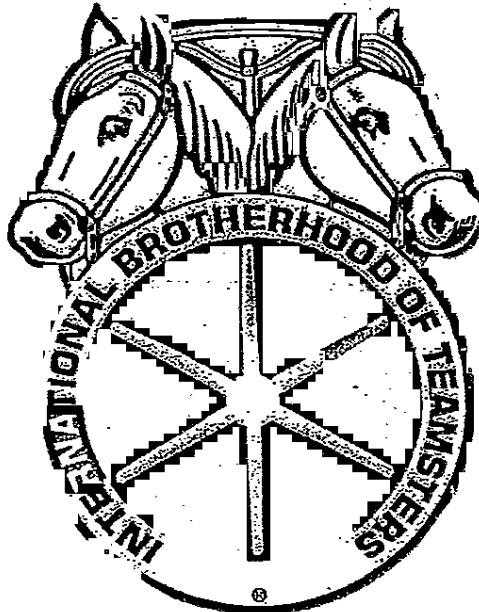
Title: Pres:

Date: 9-18-12

AGREEMENT
BETWEEN
HEARN PAPER COMPANY



AND
TEAMSTERS LOCAL UNION 377



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AUG 05 2015

**CONTRACT
DEPARTMENT**

JUNE 1, 2015 THROUGH MAY 31, 2018

AGREEMENT

THIS AGREEMENT made and effective June 1, 2015, by and between THE HEARN PAPER COMPANY of Youngstown, Ohio, hereinafter referred to as the "Employer" and the TEAMSTERS LOCAL UNION NO. 377, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of American, hereinafter referred to as the "Union". References to the male and female gender throughout this Agreement should be considered as applicable to both male and female employees.

ARTICLE 1 RECOGNITION

Section 1. The Employer recognizes the Union as the sole collective bargaining agent for all full-time and regular part-time employees including drivers, swing driver, helpers, shipper and receiver and warehousemen, excluding all confidential employees, professional employees, guards and supervisors, as defined by the National Labor Relations Act, employed by the Employer, within the jurisdiction of the Union. 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 2. The Employer agrees that any and 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 bargaining unit employees who are not members of the Local Union and all bargaining unit employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment upon the 31st day following the beginning of their employment or upon the 31st day following the effective date of this Agreement, whichever is the later.

Section 3. Probationary Period. All new employees shall be considered to be employed on a probationary basis until so employed for ninety (90) consecutive calendar days. During the probationary period, such employees shall be subject to immediate discharge at the sole discretion of the Employer and shall have no recourse to the grievance and arbitration procedures of this Agreement. Upon completion of the ninety (90) day probationary period, such employee shall be placed on the seniority list as of his most recent date of hire with the Employer.

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 15
PENSION CONTRIBUTIONS

Section 1. The Employer shall contribute to the Central States Pension Fund for each employee covered by this Agreement who has been on the payroll of the Employer thirty (30) days or more the following amounts:

Effective June 1, 2015	\$217.25 per week per employee
Effective June 1, 2016	\$225.94 per week per employee
Effective June 1, 2017	\$234.98 per week per employee

Section 2. Contributions to the Pension Fund must be made for each week on each regular employee.

In the event that an individual employed on a Casual and/or Seasonal basis (meaning short-term employees whose employment is uncertain or irregular and for a limited or temporary purpose) works 1,000 hours, commencing with his date of hire, 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.

Section 3. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such reason for his 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, such employees 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.

ARTICLE 16
CONTINGENCIES UNFORESEEN

Section 1. It is agreed that in any case in which conditions arise, which are not provided for in this Agreement, Representative of the Union and the Employer shall confer and make such necessary adjustments as are required. Agreement must be submitted to the effected employees and voted by secret ballot and approved by a two-thirds (2/3) vote.

AGREEMENT

VOLVO RENTS LLC

AND

TEAMSTERS LOCAL UNION NO. 682

2013 - 2018

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Teamsters Local Union No.682
5730 Elizabeth Ave.
St. Louis. Mo. 63110
314-647-8350

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JUL 02 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

HEAVY HAULERS INC.

2013-2018

This Agreement, dated the 1st day of May, 2013, is made by and between VOLVO RENTS LLC., located in St. Louis County, Missouri, hereinafter called the "Employer";, party of the first part, and Teamsters Local Union No. 682, affiliated with the International Brotherhood of Teamsters, 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 as the exclusive bargaining agency for all of the Employees of the Employer, as herein defined, employed in the Employer's place or places of business in the City and County of St. Louis, Missouri.

Section 2. The term "Employee" as used in this Agreement shall include all persons employed by the Employer as full-time truck drivers, but excluding executive, supervisors, office, professional employees, guards, mechanics and all employees represented by other unions, and excluding the Employer's Inspector/Yard employees, as herein defined.

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 Employer agrees that it will not sponsor or promote financially or otherwise, any labor group or labor organization, for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against any Employee in connection with his membership in the Union.

Section 5. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all Employees who are 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 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 Employees who are already members in good standing of the Union shall be conditioned upon those Employees continuing their payment of the periodic dues of the Union; and that continued employment of Employees 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 Employees becoming

Memorial Day
Fourth of July
Labor Day
Veteran's Day
New Year's Day

Friday after Thanksgiving
Thanksgiving Day
Christmas Eve Day
Christmas Day

An Employee must work all hours assigned on the scheduled work day immediately prior to and following the holiday in order to receive holiday pay, unless entitled to be absent because of illness or injury or vacation.

On election days in which national, city, state or county officials are to be elected, Employees shall be given time off with pay for hours of work missed, so that they may have a period of three (3) continuous hours in which to vote, between the time of opening and closing the polls, provided such Employees are registered and eligible voters, and provided further, that the company may specify the hours during which such Employee may absent himself.

Except as otherwise expressly provided herein, Employees shall be paid, at the applicable straight-time or overtime rate, only for time actually worked.

Section 6 Any time actually worked by an employee before his regular starting time, or after his regular quitting time, at the direction of the supervisor, shall be paid for at the rate of time and one-half, except on Sunday or holidays, which will be paid for at the rate of double time. All overtime will be offered in seniority order. In the event of insufficient volunteers, the most junior employee available will be required to work the overtime provided that the employer shall not to sustain loss due to situations that are not in employer's control.

If an employee is called back to work after the end of the regular work day, he shall be guaranteed a minimum of four (4) hours or pay thereof at the contractual overtime rate of pay.

If an employee is sent out of town, and is laid out overnight, employee shall receive eight (8) hours pay out of every twenty-four (24) hours of lay over time.

ARTICLE IV WAGES AND FRINGE BENEFITS

Section 1. Employees shall be paid as follows:

Effective:	Wage increase Per Hour	Pension Contribution Per Week
5/1/13	\$0.70	\$138.10
5/1/14	\$0.70	\$143.60
5/1/15	\$0.70	\$149.30
5/1/16	\$0.70	\$155.30
5/1/17	\$0.70	\$161.50

*Wage rate for Employees who do not hold a valid, unrestricted Missouri Class A commercial driver's license shall be \$13.70 per hour.

Section 2. Weekly pension contributions shall be paid to the Central States, Southeast and Southwest Area Pension Fund, for each Employee covered by this Agreement who has been on the Employer's payroll for thirty (30) days or more and who has received any compensation, other than holiday pay, from the Employer for the week in question,

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 contributions for a period of four (4) weeks. If an Employee is injured on the job, the Employer shall continue to pay the required contributions until such Employee returns to work, however, such contributions shall not be paid for a period of more than six (6) months. If an Employee is granted a leave of absence, the Employer shall collect from said Employee, prior to the leave of absence being effective, sufficient moneys to pay the required contributions into the Pension Fund during the period of absence.

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 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 Employees for losses resulting there from.

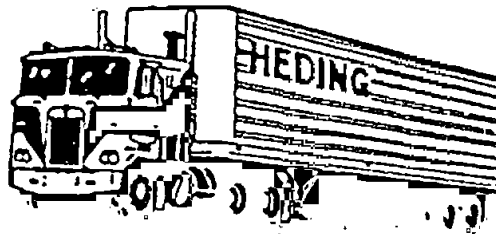
Section 3. Company is to maintain current Health & Welfare that is in place at the time of execution of this agreement for the life of the contract. The company Health & Welfare plan must be comparable to the Local Union 682 Health & Welfare plan. If the company fails to maintain the level of coverage that is equal to or better than the Local 682 Health & Welfare plan, then the company shall be required to revert their plan to the Local Union 682's Health & Welfare plan.

Section 4. Any Employee receiving more than the scale of wages shown above shall not suffer a reduction after the signing of

AGREEMENT

BETWEEN

HEDING
TRUCK SERVICE, INC.



AND

TEAMSTERS UNION LOCAL NO. 695



April 1, 2014 through March 31, 2017

AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of April, 2014, except as otherwise may be provided, by and between **HEDING TRUCK SERVICE, INC.** of Union Center, Wisconsin, hereinafter referred to as the **"EMPLOYER"** and **DRIVERS, SALESMEN, WAREHOUSEMEN, MILK PROCESSORS, CANNERY, DAIRY EMPLOYEES AND HELPERS UNION LOCAL 695**, affiliated with the International Brotherhood of Teamsters, Madison, Wisconsin, hereinafter referred to as the **"UNION."**

ARTICLE 1. INTENT AND PURPOSE - UNION RECOGNITION

- 1.1** It is hereby agreed by and between HEDING TRUCK SERVICE, INC., Union Center, Wisconsin, and the International Brotherhood of Teamsters, Local No. 695, that the following rules and regulations are agreed to and shall govern the relations between HEDING TRUCK SERVICE, INC., and their successors, and Teamsters Union Local No. 695.
- 1.2** Whereas both parties desire to prevent strikes and lockouts and to maintain a uniform minimum scale of wages, working hours and conditions among the members of the Union, and to facilitate a peaceful adjustment of all grievances and disputes which may arise from time to time under the terms of this Agreement between the employees and the Employer in the occupations described herein, the following conditions are set forth:
- 1.3** The Employer agrees that it recognizes the Union as the sole bargaining agent for the Employer's truck drivers, helpers and mechanics.
- 1.4** The Employer 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.

ARTICLE 2. MAINTENANCE OF STANDARDS

- 2.1** 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 improvements are made elsewhere in this Agreement.

- 18.2** By the execution of this Agreement the Employer binds himself and becomes party to the Trust Agreement establishing the Michigan Conference of Teamsters Welfare Fund and authorizes the Employer parties thereto to designate the Employer Trustees as provided under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.
- 18.3** If an employee is laid off or is absent because of illness or off-the-job injury, the Employer shall make the health and welfare payments for a period of up to four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required health and welfare contributions until the employee returns to work; however, such health and welfare contributions shall not be paid for a period of more than six (6) months.
- 18.4** If an employee is granted a leave of absence and elects to have continued health and welfare coverage during said 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 Welfare Fund during the period of absence.
- 18.5** It is agreed further that in the event the Employer becomes delinquent in its contribution that the Employer shall be liable for the total maximum benefits of the plan then in effect for each employee eligible to be covered under said plan which benefits were not paid by the Fund because of such delinquency.

ARTICLE 19. PENSION

- 19.1** 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:

Current -- \$182.20 per week
Effective 05/18/2014 -- \$196.80 per week
Effective 05/18/2015 -- \$212.50 per week
Effective 05/18/2016 -- \$225.30 per week

In the event that the Employer is obligated to pay to the Central States Pension Fund any increased amounts over and above the above required contribution amounts, then those increases will be offset by a reduction in wages by an amount equal to fifty percent (50%) of the amount of the increase.

- 19.2** This Fund shall be the Central States Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Contract for operation under this Contract.
- 19.3** By the execution of this Agreement the Employer authorizes the Employer's associations which are parties to collective bargaining agreements requiring contributions to be made to the Central States, Southeast and Southwest Areas 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.
- 19.4** 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 contributions for a period of up to four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required pension contributions until such employee returns to work; however, such pension contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence and elects to have pension contribution payments made during said 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.
- 19.5** 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.
- 19.6** Contributions to the Pension Fund must be made for each week on each regular employee during which the regular employee works or is on vacation, 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 20. PAY RATES

- 20.1** The following pay rates shall be in effect for the classifications as set forth herein:

2013- 2014

AGREEMENT

between

R.C. HENDRICK & SON, INC.

and

GENERAL TEAMSTERS LOCAL UNION NO. 406

affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

April 1, 2013 through March 31, 2014

RECEIVED

MAY 17 2013

**CONTRACT
DEPARTMENT**

April 1, 2013 through March 31, 2014

INTRODUCTION

THIS AGREEMENT, made and entered into this first day of April 2008 by and between **R. C. HENDRICK & SON, INC.** located at Saginaw, 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, located at Saginaw, Michigan, party of the second part, hereinafter called the Union.

It is understood the Association is acting only as agent in the negotiation of this Agreement, and that it is agent only for those Employers, individuals, partnerships and corporations who have authorized it so to act, and in no event shall it be bound as principal or be held liable in any manner for any breach of the Agreement by any of the Employers for whom it is acting, or by any employee of such Employers.

It is further agreed and understood the liabilities of the Employers who have authorized the negotiation and execution of this Agreement shall be several and not joint.

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 AND DUES

Section 1. EMPLOYEE REPRESENTATION: The Association recognizes and acknowledges Teamsters Local Union No. 486 as sole and exclusive employee representative for the purpose of collective bargaining in the geographical area coming within the jurisdiction of this Agreement and listed in Schedule "A".

Section 2. 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 No. 486 affiliated with the International Brotherhood of Teamsters, no later than either the eighth (8th) day following the beginning of their employment or the eighth (8th) 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.

Section 3. The Employer agrees to deduct from the pay of each employee, all dues of Teamsters Local Union No. 486 and pay such amount deducted to said Local No. 486 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.

Section 4. 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.

included in the annual U.S. Treasury Department Form W-2 for each employee for each year.

ARTICLE 27

HOURS

Section 1. Eight (8) hours shall constitute a work day.

Section 2. Five (5) days shall constitute a work week commencing on Monday A.M. through Friday P.M.

Section 3. Employees shall receive time and one-half (1½) the regular established rate per hour for all work performed in excess of eight (8) hours per day or forty (40) hours per week.

Section 4. Employees shall receive double time (2x) the regular established rate per hour for all work performed on Sundays and the following holidays:

New Year's Day, Christmas Day, Memorial Day, Fourth of July and Thanksgiving Day

Section 5. No work shall be performed on Labor Day except in extreme emergencies. If work is performed on Labor Day, double time (2x) shall be paid.

Section 6. A work day for owner-operators shall commence when they report for duty at the place specified by the contractor and shall end at the same place when released from duty, provided, however, that if an owner-operator fails to report back at such place after delivering the last load of the day, he shall be paid only to the place where such delivery was made.

Section 7. Employees driving contractor-owned equipment shall be paid from the time that they report at the place specified by the contractor and such pay shall continue until they are released from duty.

Section 8. There shall be no split shifts of work.

Section 9. The Employer at their option may work a four (4) ten (10) hour work week or a five (5) eight (8) hour work week, if a four (4) ten (10) schedule is worked time and one-half (1½) shall be paid after ten (10) hours in a day or forty (40) in a week; if a five (5) eight (8) schedule is used, Section 3 shall prevail. The Employer must declare which schedule is to be worked at the beginning of the work week.

ARTICLE 28

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, a contribution of:

Effective April 1, 2013 - \$368.30 per week (Max.)

*R.C. Hendrick & Son, Inc.
Provided Health and Welfare
Separate from this contract.*

Any time during this agreement the parties agree that if the Health & Welfare Rate is frozen, whatever monies that were negotiated for the increase shall remain with the Employer.

Redacted

3/31/13

All payments into the Michigan Conference of Teamsters Welfare Fund must be made within ten (10) days from the end of each month to the JPMorgan Chase Bank, N.A., Lock Box Department 77158, Michigan Conference of Teamsters Welfare Fund, P.O. Box 77000, Detroit, MI 48277-0158, which bank has been made depository for the Michigan Conference of Teamsters Welfare Fund, or such other depository as may be designated.

An employee working twenty-four (24) hours or less in a given work week shall have his health and welfare coverage paid at an hourly rate of 1/40th of the required contribution. Any employee working said hours shall be responsible for making up the difference in the health and welfare premium payments, with payroll deductions.

All employees working twenty-five (25) hours or more per week shall have the required contributions as outlined per week above paid for by the Employer.

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 unless otherwise specified, a contribution of:

A maximum of \$258.50 per week - Effective 4/1/13

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 made payable to Central States Account #7000 and mailed to Mellon Bank, Dept. 10291, Palatine, Illinois 60055-0291, 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, 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 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 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. 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 cost of collections. 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 Employer authorizes the Employers' Associations who are signatories to similar collective bargaining Agreement 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.

If employee leaves money one (1) month in advance with the contractor, contractor agrees to pay Health and Welfare when employee is on seasonal layoff.

AGREEMENT

BETWEEN

TEAMSTERS "GENERAL" LOCAL UNION NO. 200



AND

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OCT 01 2012

**CONTRACT
DEPARTMENT**

HENNES SERVICES, INC.

September 1, 2012 through June 30, 2015

AGREEMENT
Preamble

THIS AGREEMENT entered into this ____ day of _____, 2012 to be effective on September 1, 2012, unless otherwise provided, by and between Hennes Services, Inc., a Wisconsin corporation, hereinafter referred to as "Hennes" or "Employer", and Teamsters "General" Local Union No. 200, which is affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

ARTICLE 1
Parties

Section 1 - Employer. Hennes is a corporation and is engaged principally in the interplant movement of equipment, boiler repair and erection and is also engaged in the local, intrastate and interstate movement of heavy equipment as well as crane and equipment rental and equipment repair and fabrication.

Section 2 - Union. Teamsters "General" Local Union No. 200 which is affiliated with the International Brotherhood of Teamsters, is the exclusive bargaining representative of Hennes' drivers, mechanics and tool room employees working out of its Milwaukee facility hereinafter referred to as "covered employees." Such Local Union is hereinafter referred to as the "Union."

Section 3 - Transfer of Company Title or Interest. This Agreement and any Supplements hereto, hereinafter referred to collectively as the "Agreement," shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation, or portion thereof, or rights only are sold, leased, transferred, diverted or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation or use of such rights shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

On the sale, transfer or lease of individual rights only, or such rights are taken over by assignment, receivership or bankruptcy proceedings, the specific provisions of this Agreement shall prevail. It is understood by this Section that the Employer shall not sell, lease, or transfer such rights to a third party to evade this Agreement. In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Local Union and to the covered employees for all damages sustained as a result of such failure to require the assumption of terms of this Agreement until its expiration date, but shall not be liable after the purchaser, transferee, or lessee has agreed to assume the obligations of this Agreement. The obligations set forth above shall not apply in the event of the sale, lease, or transfer of a portion of the rights comprising less than all of the Employer's rights to a co-signator company unless the purpose is to evade this Agreement.

The Employer shall give notice of the existence of this Agreement to any

until such time as the employee presents a written rescission of such authorization to his Employer.

By the execution of this Agreement, the Employer authorizes the Employer's Association which represents employers who also contribute to the Wisconsin Health 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 Trustees within the scope of their authority.

If a regular covered 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 covered employee is injured on the job, the Employer shall continue to pay the required contributions until such covered employee returns to work; provided, however, such contribution shall not be paid for a period of more than twelve (12) months. If a regular covered employee is granted a leave of absence, the Employer shall collect from said regular covered 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 each regular covered employee works or is on vacation, even though such covered 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. The provisions of this paragraph shall not cover employees, other than regular covered employees, who work either temporarily or in cases of emergency under the terms of this Agreement.

The Employer shall continue to make contributions for the life of this Agreement. Either the Union or the Trustees may institute action for delinquent contributions. In the event that Employer is delinquent, Employer must also pay all attorneys' fees and costs of collection.

The Employer, the Local Union, or the Trustees shall submit disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular covered employees directly to the grievance procedure, beginning with Step 5. 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 38 Pension Plan

Effective July 1, 2012, the Employer shall continue to contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Fifty Two Dollars and

Ninety Cents (\$52.90) per day for each day worked by a regular employee covered by this Agreement during the calendar week, according to Class 18 of the schedule.

Effective July 1, 2013, the Employer shall continue to contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Fifty Five Dollars (\$55.00) per day for each day worked by a regular employee covered by this Agreement during the calendar week, according to Class 18 of the schedule. Effective July 1, 2013, Sixty Cents (.60) will be allocated between wages, health & welfare and pension.

Effective July 1, 2014, the Employer shall continue to contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Fifty Seven Dollars and Twenty Cents (\$57.20) per day for each day worked by a regular employee covered by this Agreement during the calendar week, according to Class 18 of the schedule. Effective July 1, 2014, Seventy-five cents (.75) will be allocated between wages, health & welfare and pension

This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. By the execution of this Agreement, the Employer authorizes the Employers' Association, who represents employers contributing to the 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.

If a regular covered 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 covered employee is injured on the job, the Employer shall continue to pay the required contributions until such regular covered employee returns to work; provided, however, such contributions shall not be paid for a period of more than twelve (12) months. If a regular covered employee is granted a leave of absence, the Employer shall collect from said regular covered 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 May 1, 2000, contributions to the Pension Fund must be made for each day each regular covered employee works or is compensated, even though such regular covered employee may work only part-time under the provisions of this Agreement, including days where work is performed for the Employer but not under the provisions of this Agreement and although contributions may be made for those days into some other pension fund. The provisions of this paragraph shall not cover covered employees, other than regular covered employees, who work either temporarily or in cases of emergency under the terms of this Agreement.

The Union or the Trustees may institute action for delinquent contributions. In the event that Employer is delinquent, Employer must also pay all attorneys' fees and costs of collection.

The Employer, the Local Union, or the Trustees shall submit disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular covered employees directly to the grievance procedure, beginning with Step 5. 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 Pickup and Delivery of Freight

Nothing in this Agreement shall restrict, in any way, the pickup and delivery by any of Hennes' drivers.

ARTICLE 40 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 41 Duration

Section 1 - Term. The Agreement shall be in full force and effect from September 1, 2012 to and including June 30, 2015, 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

HENNES SERVICES, INC.

ACCOUNT NO. 3638705-0200-200-A

LETTER OF UNDERSTANDING AND AGREEMENT

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 on a casual, seasonal, or part-time basis works one thousand (1,000) hours of 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.

TEAMSTERS "GENERAL" LOCAL
UNION NO. 200

Redacted by U.S. Treasury

/s/ Thomas L. Millonzi Date
Secretary-Treasurer - Local 200

Redacted by U.S. Treasury

/s/ Mike Gurich Date
Business Agent - Local 200

Redacted by U.S. Treasury

/s/ Tom Benvenuto Date
Business Agent - Local 200

Redacted by U.S. Treasury

/s/ Keith Hoene Date
Bargaining Unit Member - Local 200

HENNES SERVICES, INC.

Redacted by U.S. Treasury

/s/ Date

/s/ Date

/s/ Date

/s/

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OCT 01 2012

**CONTRACT
DEPARTMENT**

AGREEMENT
between
HERK EXCAVATING, INC.
And
TEAMSTERS LOCAL UNION No. 20

RECEIVED

JUL 01 2008

Effective April 1, 2008 to March 30, 2011

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT shall be deemed to have been made and entered into this 1st day of April, 2008, by and between HERK EXCAVATING, INC., party of the first part, hereinafter called 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 term 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 hereto 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 or 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, within his/her classification during a working day, nor shall there be any restrictions either against the use of machinery, tools or labor-saving devices or against the use of any materials, raw or manufactured, except prison-made materials.

LIGHT MAINTENANCE and GREASING shall consist of a visible check of fan belts, battery cables, hoses and etc., no disciplinary action to be considered.

Section 3: The Employer agrees not to enter into any agreement or contract with an employee, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreements shall be null and void. In the event any provisions of this Agreement, in full or part, are in conflict with any Federal or State law or regulations, then that provision, in full or in part, as the case may be, shall be declared null and void, but the remaining provisions of this Agreement shall continue in effect.

Section 4: Supervisory and salaried employees and salesmen shall not perform any work covered by this Agreement.

Section 5: Rates and conditions relating to all new equipment (other than that which has been classified and negotiated herein) shall be negotiated by the Union and the Employer.

Section 6: The assignment of employees to equipment shall be the prerogative of the Employer.

Section 4: Notwithstanding anything to the contrary in this Agreement, the Employer agrees that in the event it is delinquent in the payment of its contributions to the Fund, in accordance with rules and regulations of the Trustees of the Fund, after the appropriate representative of the Union shall have given seventy-two (72) hours notice of such delinquency, the employees or their representative shall have the right to take such action deemed necessary, including the right to strike to enforce payment.

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

ARTICLE 15 Pension

Section 1: Effective April 1, 2008 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 employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective April 1, 2009, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund, the sum of Fifty Seven Dollars and Ten cents (\$57.10), per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective April 1, 2010, the Employer shall contribute to the Central States Southeast and Southwest Areas 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.

ARTICLE 16 Physical Examinations

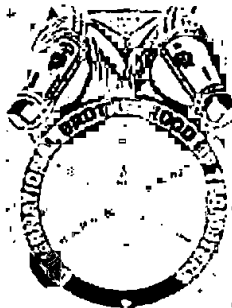
Section 1: Physical, mental or other examinations which may be required by the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent by the employee exceeds four (4) hours, and in that case, only for those hours in excess of said four (4) hours. 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.

Section 2: 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.

Section 3: In the event of disagreement between the doctor selected by the Union, the Employer and Union doctors shall together select a third (3rd) doctor within thirty (30) days, whose opinion shall be final. The Employer and the Union will share the cost of the third (3rd) doctor.

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

**H.W. HERRELL DISTRIBUTING COMPANY
Imperial, MO**



AND

**TEAMSTERS LOCAL 600
Maryland Heights, MO**

**December 1, 2011
through
December 31, 2016**

RECEIVED

DEC 05 2011

**CONTRACT
DEPARTMENT**

COLLECTIVE BARGAINING AGREEMENT**2011-2016****H.W. HERRELL DISTRIBUTING COMPANY
Imperial, Missouri**

THIS AGREEMENT, effective as of the 1st day of December, 2011 by and between H.W. Herrell Distributing Company, Imperial, Missouri and Vicinity, hereinafter referred to as the "Employer", and Brewery Drivers and Helpers, Local No. 600 affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

WITNESS: Now, Therefore, Both Parties Agree as Follows:

ARTICLE I - Recognition and Bargaining Unit

The Employer recognizes Local No. 600 of the International Brotherhood of Teamsters, St. Louis, Missouri, as the sole and exclusive bargaining agent for all employees, classified as Route Drivers, Casual Drivers and Helpers, Transport Haulers, Draught Technicians and Warehousemen employed by the Employer at its Imperial, Missouri facilities, but excluding all employees represented by other certified and/or recognized collective bargaining representatives, guards, watchmen, office-clerical employees, supervisory employees defined in the Act, and all other employees of the Employer.

ARTICLE II - 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 Employer in the unit which is the subject of this Agreement, shall become members of the Union not later than the 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 on 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 on the same basis as to other members, to discharge such person no later than five (5) days after receipt of written notification from the Union; further the failure of any

Section 2. If during the term of this Agreement or any extension thereof, any employee on the payroll (this does not exclude employees on sick leave up to twenty-six (26) weeks or employees on Union Leave or is on an approved leave of absence from the Employer) who has thirty (30) years service with Employer, and who is at least fifty-seven (57) years of age and retires, the Employer agrees to pay a maximum of (\$3,000.00) dollars per year with the submission of proper bills from an insurance company until the employee's 65th birthday for the purpose of obtaining basic health care coverage for the employee and the employee's eligible dependents. An employee on the payroll who has twenty-five (25) years service with the Employer and is at least fifty-seven (57) years of age and retires, the Employers agrees to pay up to a maximum of (\$2,500.00). An employee who has thirty (30) years of service with the Employer and is less than (57) years of age and retires; or has less than twenty-five (25) years with the Employer and is at least sixty years of age and retires, the above amount shall be (\$2,000.00) per year. The retiree medical benefits described in this paragraph will not be applicable to any employee hired on or after November 1, 2006. All entitlements in this paragraph cease when a retiree becomes age sixty-five (65). 'Retires' as that term is used in this paragraph shall mean being eligible for and actually receiving a pension from the Pension Fund set forth in Article XXVI hereof.

The Employer shall provide health care coverage for one (1) year to surviving spouse and eligible dependents upon the death of an active employee.

Section 3. Upon ratification of this Agreement, weekly sickness and accident income (non-occupational) shall be \$475.00 per week to begin on the 8th day of sickness or 1st day of an accident for a maximum of twenty-six (26) weeks. Effective November 1, 2004, the amount shall be \$500.00 per week. Effective November 1, 2005, the above amount shall be \$525.00 per week.

Section 4. If health care reform legislation including, but not limited, to the Patient Protection and Affordable Care Act, becomes effective during the life of this Agreement, the Employer, at its option, may reopen the contract solely for the renegotiation of the health insurance provisions upon sixty (60) days written notice to the Union. The parties shall meet to attempt to resolve any differences within the sixty (60) day period. Upon the expiration of the sixty (60) day period, if no agreement has been reached, the Employer and the Union may exercise any and all of their legal rights under applicable law, notwithstanding any other language of this Agreement to the contrary.

ARTICLE XXIV - Pensions

Section 1. Pension contributions will not be made to the Central States Pension Fund on behalf of any part-time, seasonal or casual employee covered by this Agreement or performing bargaining unit work except as noted below. Effective upon ratification and for the term of this Agreement, the Employer agrees to contribute to Central States, Southeast and Southwest Areas Pension.

Fund the sum of \$50.50 per compensable day on behalf of each full-time, active employee who has been on the payroll thirty (30) days or more, excluding part-time, seasonal and casual employees as set forth herein. Effective November 1, 2012, such daily rate shall be \$53.00; effective November 1, 2013, such daily rate shall be \$55.10; effective November 1, 2014, such daily rate shall be \$57.30; effective November 1, 2015, such daily rate shall be \$59.60. Payment will be made on a maximum of five (5) days in any work week.

Section 2. The Employer agrees to continue daily payments if the employee is off on sick leave or worker's compensation leave for a maximum of four (4) months.

Section 3. In the event that any part-time, seasonal or casual employee (casual meaning an employee hired for short-term or sporadic periods) works one-thousand (1,000) hours or more in any calendar year, pension contributions will only be required on the employee thereafter, for the remainder of the year after the employee reaches one-thousand (1,000) hours, and in all subsequent years, in the same manner and amount as required by this contract for non-part-time, non-seasonal and non-casual employees.

(Agreement subject to Central States' Trustees' Approval of Hybrid Direct Attribution Withdrawal Liability Agreement. Should Central States reject the HDAWLA this Article will be subject to immediate renegotiation.)

ARTICLE XXV - Unauthorized Activity

Section 1. It is understood and agreed that the Union shall have no financial liability for acts of its members or agents which are unauthorized and which the Union cannot control. It is agreed, however, that in the event of any such unauthorized action, the Union shall upon receiving notice thereof, urge its members to return to work, if there should be a work stoppage, and just as soon as practical address a letter to the Employer notifying the Employer that the action of the Union members or agents is unauthorized.

Section 2. The Employer shall be privileged to discipline employees responsible for such unauthorized activities without violation of the terms of this Agreement.

Section 3. In order that the Employer may be apprised of the Officer of the Union empowered to authorize strikes, work stoppages, or actions which will interfere with the activities required of employees under this contract, it is understood and agreed that only the Business Representative of the Union has the power or authority to authorize any such action or give the orders or directions necessary to carry out any such action.

Section 4. There shall be no slow-downs, cessation of work, strikes or sympathy strikes during the term of this Agreement. This Section 4 shall not apply in the event of the failure of the Employer to timely make health and

LABOR AGREEMENT

THIS AGREEMENT entered into this 8th day of November 2012 between THE HERTZ CORPORATION, a Delaware Corporation, as specifically applying exclusively to its Rent-A-Car Division Stations in Hollywood, Ft. Lauderdale and Broward County, Florida, hereinafter referred to as the "Employer" and FREIGHT DRIVERS, WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 769, Miami, Dade County, Florida, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA, hereinafter referred to as the "Union."

WITNESSETH

In consideration of the mutual undertaking and agreement hereinafter set forth and other good and valuable considerations, It is hereby mutually agreed as follows:

ARTICLE 1: RECOGNITION

SECTION 1. For the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment, the Employer recognizes the Union as the exclusive representative of all Garage and Mechanical Employees employed by the Employer in Hollywood, Ft. Lauderdale and Broward County, Florida. It is mutually agreed that the term "employee" for the purpose of this Agreement, shall only include all Mechanics, Vehicle Service Attendants, Stock Clerks and Utility Workers, Tire Workers and Tow Truck Operators but shall not include: Shop Foreman, Supervisory and Clerical Employees, Transportation Employees, Counter Sales Representatives, Courtesy Bus Drivers, and all employees with authority to supervise, hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action.

SECTION 2. The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and the Union, to secure a prompt and equitable disposition of grievances, and to establish fair wages, hours and working conditions for the employees covered by this Agreement.

SECTION 3. 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, provided that at the time of such deduction there is in the possession of the Employer a subsisting written agreement executed by the employee,

automatically be extended to employees covered by this Agreement at the earliest feasible date, but no later than six (6) months from the date of such revision.

ARTICLE 13: PENSION

Effective January 1, 2013, the Company will contribute to the Central States Hybrid Pension Fund seventy two dollars and eighty cents (\$72.80) per week per regular employee for the life of this Agreement.

If an employee is absent because of illness or off-the-job injury, the Employer shall contribute to make contributions to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND for a period of four (4) weeks. If an employee is injured on the job, or on layoff, the Employer shall continue to make contributions to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND for a period of six (6) months. This applies to regular employees who are presently employed as of the effective date of this Agreement.

ARTICLE 14: JURY DUTY

SECTION 1. Any employee who has acquired seniority status who is required to serve on a Municipal, County or Federal Jury shall, when so serving, be paid the difference between the amount paid for each service and the employee's regular hourly wage rate.

SECTION 2. To qualify for payment under Section 1, an employee must notify his supervisor no later than the first scheduled work shift after receipt of notice for selection for jury duty; after that he becomes automatically an 8 A.M. to 4 P.M. employee until he has been released from jury duty.

SECTION 3. If the employee is subsequently excused from attendance at court or if such jury duty for any day shall otherwise end prior to the close of the employee's regularly scheduled working day, the employee shall work the remainder of his regular working schedule, allowing a reasonable period to travel to his place of work.

SECTION 4. In order to be eligible for the differential payments permitted under this Article, the employee must furnish a written statement from the appropriate public authority showing the date and time served and the amount of pay received. Employees who spent four (4) or more hours on jury duty shall be paid eight (8) hours pay.

further agrees, at such time as it is administratively feasible, to require the payroll system to provide separate payroll deductions so that the Plan may allow after-tax contributions.

ARTICLE 27: TERMINATION

SECTION 1. THIS AGREEMENT shall remain in full force and effect for a period of three and one-half (3 ½) years from the 18th day of May 2012 to the 17th day of May 2017.

SECTION 2. IF EITHER PARTY desires to modify or terminate this Agreement, it shall sixty (60) days prior to May 17, 2017, give written notice of the modification or termination. If neither party shall give notice to modify or to terminate, this Agreement shall continue in effect from year to year after May 17, 2017, subject to modification or termination by either party on sixty (60) days written notice prior to May 17 any subsequent year.

SECTION 3. Revisions agreed upon or ordered shall be effective as of May 18, 2012 or November 18 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.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this ____ day of _____, 20____.

THE HERTZ CORPORATION
Rent-A-Car Division
Miami, Florida

FREIGHT DRIVERS, WAREHOUSEMEN
AND HELPERS, LOCAL UNION 380
Miami, Florida, an affiliate of the 769 DM
International Brotherhood of Teamsters

BY:

Redacted by U.S. Treasury

1-15-13

BY:

Redacted by U.S. Treasury

2-20-13

RECEIVED

MAR 13 2013

CONTRACT
DEPARTMENT

THE HERTZ CORPORATION
ACCOUNT NO.: 3661501-0200-00769A

LETTER OF UNDERSTANDING AND AGREEMENT

Effective January 1, 2013, the Employer will contribute to the Central States Hybrid Pension Fund seventy-six dollars and forty cents (\$76.40) per week per employee for the life of the agreement.

Contributions will be remitted on behalf of any employee, other than a casual 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 casual 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-casual employees.

THE HERTZ CORPORATION

Redacted by U.S. Treasury

By: _____

Title: _____

Date: _____

John Rob

7-2-13

LOCAL UNION NO. 769

Redacted by U.S. Treasury

By: _____

Title: _____

Date: _____

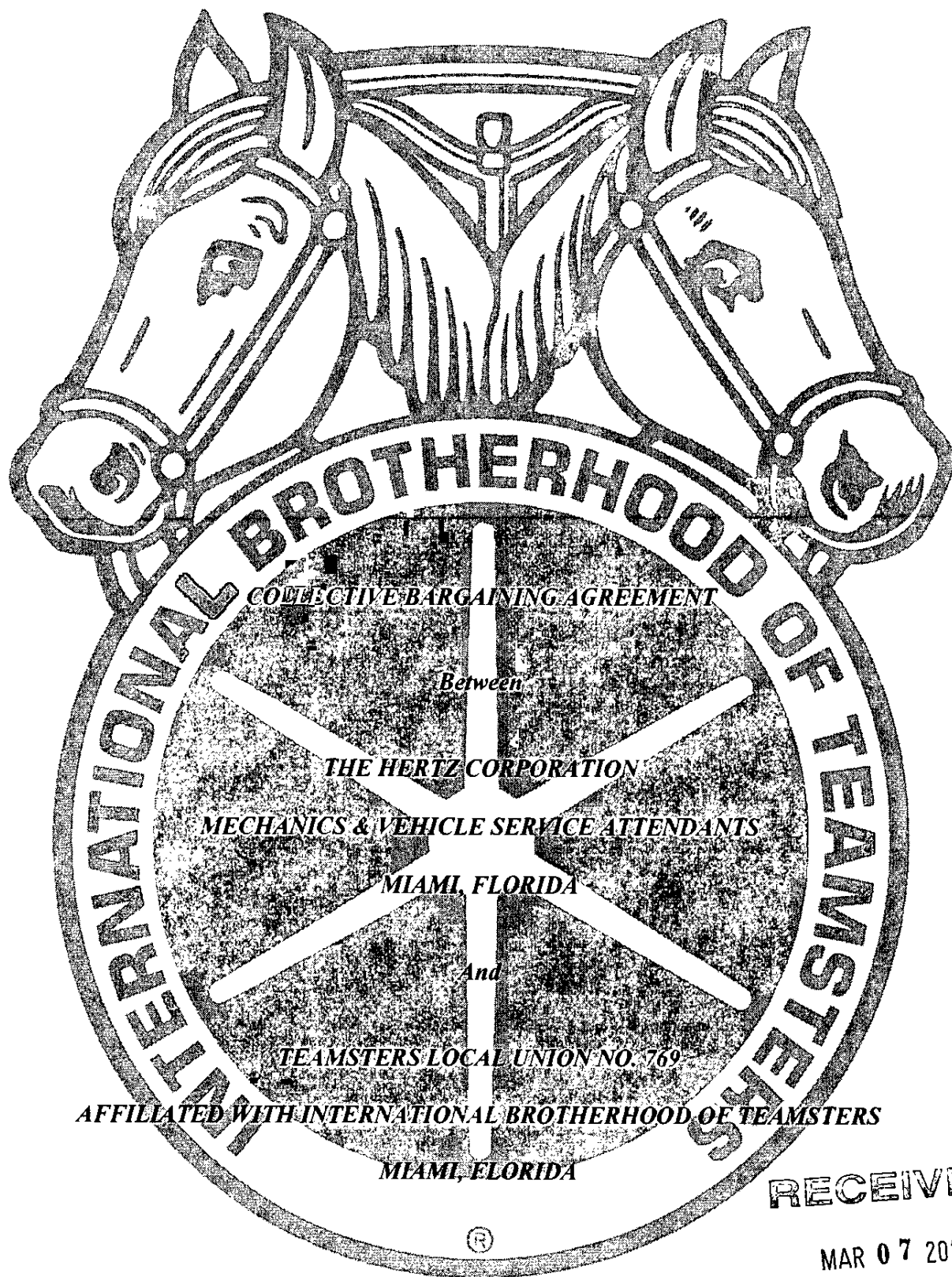
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JUN 05 2013

**CONTRACT
DEPARTMENT**



RECEIVED

MAR 07 2012

CONTRACT
DEPARTMENT

NOVEMBER 18, 2011 THROUGH NOVEMBER 17, 2015

LABOR AGREEMENT

THIS AGREEMENT entered into this 12th day of January 20012 between THE HERTZ CORPORATION, a Delaware Corporation, as specifically applying exclusively to its Rent-A-Car Division Stations in Miami, Miami Beach and the Miami International Airport, Florida, hereinafter referred to as the "Employer" and FREIGHT DRIVERS, WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 769, Miami, Dade County, Florida, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA, hereinafter referred to as the "Union."

WITNESSETH

In consideration of the mutual undertaking and agreement hereinafter set forth and other good and valuable considerations, it is hereby mutually agreed as follows:

ARTICLE I: RECOGNITION

SECTION 1. For the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment, the Employer recognizes the Union as the exclusive representative of all Garage and Mechanical Employees employed by the Employer in Miami and the Miami International Airport, Florida. It is mutually agreed that the term "employee" for the purpose of this Agreement, shall only include all Mechanics, Vehicle Service Attendants, Stock Clerks and Utility Workers, Tire Workers and Tow Truck Operators but shall not include: Shop Foreman, Supervisory and Clerical Employees, Transportation Employees, Counter Sales Representatives, Courtesy Bus Drivers, and all employees with authority to supervise, hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action.

SECTION 2. The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and the Union, to secure a prompt and equitable disposition of grievances, and to establish fair wages, hours and working conditions for the employees covered by this Agreement.

SECTION 3. 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, provided that at the time of such deduction there is in the possession of the Employer a subsisting written agreement executed by the employee, authorizing such deduction by the Employer. Assignments currently in effect will continue effective in accordance with their terms. Said assignment shall be irrevocable for not more than one year or beyond the termination date of this Agreement, or any successor Agreement, whichever occurs sooner. Said Agreement can be revoked when the employee who has executed the assignment gives written notice to the Employer (and the Union) at least 60 days and not more than 75 days before any periodic renewal date of said assignment of his desire to revoke the same. No deduction shall be made which is prohibited by applicable Federal or State Law. The Employer agrees that upon receipt of any notice or revocation of said check-off assignment, that it will immediately, within twenty-

ARTICLE 11: DUTIES OF CLASSIFICATIONS

All classifications shall perform all work as performed in past practice and any other work that may be assigned to them, providing that it does not conflict with the terms and conditions of this Agreement.

The employee shall, if required, perform work in a lower classification, without a reduction in pay; and when requested to perform work in a higher classification as much as two (2) hours, he shall be paid the higher rate of pay for all hours worked that day.

ARTICLE 12: HEALTH AND WELFARE

SECTION 1. The Employer's Custom Benefit Program is granted to all employees covered by this Agreement.

SECTION 2. The terms and conditions of the Hertz Custom Benefit Program as modified shall be revised from time to time and such revisions will automatically be extended to employees covered by this Agreement at the earliest feasible date, but no later than six (6) months from the date of such revision.

ARTICLE 13: PENSION

Effective November 18, 2011, the Employer shall continue to contribute to THE CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of seventy four dollars and eighty cents (\$74.80) per week for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective November 18, 2012, the Employer will contribute eighty dollars and eighty cents (\$80.80) per week for each regular employee. Effective November 18, 2013, the Employer will contribute eighty five dollars and sixty cents (\$85.60) per week for each regular employee and effective November 18, 2014, the Employer will contribute ninety dollars and seventy cents (\$90.70) per week for each regular employee.

If an employee is absent because of illness or off-the-job injury, the Employer shall contribute to make contributions to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND for a period of four (4) weeks. If an employee is injured on the job, or on layoff, the Employer shall continue to make contributions to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND for a period of six (6) months. This applies to regular employees who are presently employed as of the effective date of this Agreement.

THE HERTZ CORPORATION

And

**TEAMSTERS LOCAL UNION NO. 79
VEHICLE SERVICE ATTENDANTS/MECHANICS**

TAMPA, FLORIDA

March 11, 2012 - March 10, 2017

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RECEIVED

FEB 25 2013

**CONTRACT
DEPARTMENT**

LABOR AGREEMENT

This Agreement entered into this 7th day of November 2012, between THE HERTZ CORPORATION, a Delaware Corporation, as specifically applying to its Car Rental Division Stations in Tampa, Florida, hereinafter referred to as the "Employer" and TEAMSTERS LOCAL UNION NO. 79, an affiliate of THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union."

WITNESSETH

In consideration of the mutual undertaking and agreement hereinafter set forth and other good and valuable considerations, it is hereby mutually agreed as follows:

ARTICLE 1: RECOGNITION

SECTION 1. For the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment, the Employer recognizes the Union as the exclusive representative of all Car Rental Division Stations Garage and Mechanical Employees employed by the Employer in Tampa, Florida. It is mutually agreed that the term "employee" for the purpose of this Agreement shall only include all Mechanics and Vehicle Service Attendants, but shall not include Shop Foremen, Supervisory and Clerical employees, Rental Representatives and all employees with authority to supervise, hire, promote, discharge, discipline, or otherwise effect changes in the status of employees or effectively recommend such action.

SECTION 2. The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and the Union, to secure a prompt and equitable disposition of grievances, and to establish fair wages, hours and working conditions for the employees covered by this Agreement.

SECTION 3. 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, provided that at the time of such deduction there is in the possession of the Employer a subsisting written agreement executed by the employee authorizing such deduction by the Employer. Assignments currently in effect will continue effective in accordance with their names. Said assignment shall be irrevocable for not more than one year or beyond the termination date of this Agreement, or any successor Agreement, which occurs sooner. Said assignment can be revoked when the employee who has executed the assignment gives written notice to the Employer and the Union at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date of said assignment of his desire to revoke the same.

ARTICLE 9: VACATION PAY ALLOWANCE

SECTION 1. An employee's eligibility date for vacation with pay shall be the anniversary of the employee's seniority date. To obtain a vacation for his first year of employment, the employee must work a minimum of one hundred eighty (180) days in the year prior to his anniversary and have been employed for the entire year. To obtain a vacation for the second and subsequent years the employee must work a minimum of one hundred eighty (180) days in each anniversary year but need not be employed for the entire year. Not more than one vacation will be earned in any twelve (12) month period. Paid sick days, vacation and holidays shall be counted as days worked for purposes of vacation eligibility.

Vacations shall be taken during the vacation period which will be from January 1 through December 31 inclusive.

SECTION 2. Each employee having one (1) year's seniority as of his eligibility date and who is otherwise eligible for vacation with pay according to the above provisions shall be entitled to one (1) week's vacation with pay. Each employee having two (2) years' seniority as of his eligibility date shall be entitled to two (2) weeks' vacation with pay. Each employee having five (5) years' seniority as of his eligibility date shall be entitled to three (3) weeks' vacation with pay. Each employee having fourteen (14) years' seniority as of his eligibility date shall be entitled to four (4) weeks' vacation with pay. Each employee having twenty-five (25) years' seniority as of his eligibility date shall be entitled to five (5) weeks' vacation with pay. Each employee hired after March 1, 1982 and having thirty (30) years seniority shall be entitled to an additional day of paid vacation for every year after thirty years seniority up to an additional five (5) vacation days, or six (6) weeks, at thirty five years seniority.

SECTION 3. A one (1) week's vacation with pay shall be computed on the basis of a forty (40) hour work week multiplied by the employee's contractual straight time hourly wage rate.

SECTION 4. During the month of December, beginning December 1, all employees will have the opportunity to bid their vacation weeks for the following calendar year, which begins January 1. Each employee, in seniority order, will select all of his/her vacation entitlement for the following year by selecting the open weeks he/she wishes to take as vacation.

ARTICLE 10: GROUP INSURANCE AND PENSION PLAN

SECTION 1. Employees covered by this Agreement will continue to be covered by the Hertz Custom Benefit Program. The terms and conditions of the Hertz Custom Benefit Program shall be changed from time to time and such changes will automatically be

extended to employees covered by this Agreement at the earliest feasible date but no later than six (6) months from the date of such revision.

SECTION 2. Effective January 1, 2013, the Company will contribute to the Central States Hybrid Pension Fund seventy-two dollars and eighty cents (\$72.80) per week per regular employee for the life of the Agreement.

SECTION 3. If an employee is absent because of illness or off the job injury and notifies the Employer on such absence, the Employer shall continue to make the required contributions to the Pension Fund for a period of four (4) weeks. In the event of an employee's absence for on the job injuries the Employer shall continue contributions to the Pension Fund for six (6) months.

ARTICLE 11: SICK LEAVE

Each regular employee who has been employed for one (1) year shall be granted, thereafter, six (6) days sick leave annually. A doctor's certificate may be required by the Employer to substantiate the employee's absence. Up to six (6) days pay for unused sick leave shall be given as a bonus one (1) week prior to June 1, 1968 and annually thereafter. Unused sick days shall be paid at time and one half (1½x) an employee's regular rate of pay.

ARTICLE 12: BEREAVEMENT PAY

An employee will receive up to three (3) days' bereavement benefit leave with pay, providing the funeral services occur during the employee's scheduled workweek. The term "immediate family" shall be defined as the employee's spouse, children, parents, brother or sister, current in-laws (father, mother, son, daughter, sister and brother), stepparent, stepchildren, domestic partner per Hertz policy and grandparents. An additional two (2) days bereavement benefit leave with pay shall be granted for death of an employee's current spouse. If an employee has to travel out of state or country to attend funeral services, the employee shall be granted an additional two (2) days time off without pay. Proof of said funeral services may be requested by the Company.

ARTICLE 13: CALL IN PAY

An employee receiving a call from the Employer to report for work and who works less than four (4) hours shall receive not less than four (4) hours pay.

ARTICLE 26: TERMINATION

This Agreement shall remain in full force and effect for a period of five (5) years from the 11th day of March 2012 to and including the 10th day of March 2017.

If either party desires to modify or terminate this Agreement it shall sixty (60) days prior to March 10, 2017 give written notice of the modification or termination. If neither party shall give notice to modify or to terminate, this Agreement shall continue in effect from year to year after March 10, 2017 subject to modification or termination by either party on sixty (60) days' written notice prior to March 10 of any subsequent year.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this _____ day of _____ 20____.

THE HERTZ CORPORATION
Car Rental Division
Tampa, Florida

TEAMSTERS LOCAL UNION NO. 79,
an affiliate of THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
Tampa, Florida

BY:

Redacted by U.S. Treasury

1220-12

BY:

Redacted by U.S. Treasury

0-11-13

RECEIVED

FEB 25 2013

CONTRACT
DEPARTMENT

THE HERTZ CORPORATION
ACCOUNT NO.: 3661500-1109-00079b

LETTER OF UNDERSTANDING AND AGREEMENT

Contributions will be remitted to the Central States Pension Fund on behalf of any employee, other than a casual 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.

In the event that any casual 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 required by this contract for non casual employees.

THE HERTZ CORPORATION
Redacted by U.S. Treasury

By: _____

Title: mgr

Date: 11-7-12

LOCAL UNION NO. 79

Redacted by U.S. Treasury

By: _____

Title: Business Agent

Date: 11-7-12

RECEIVED

FEB 25 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

By and Between

THE **HERTZ** CORPORATION

and

LOCAL UNION NO. 299
Affiliated with the International Brotherhood
of Teamsters

NOVEMBER 1, 2013 – APRIL 30, 2017

Mechanics, Courtesy Bus Drivers and Vehicle Service Attendants

DETROIT, MI

RECEIVED

APR 01 2014

CONTRACT
DEPARTMENT

AGREEMENT

This Agreement made and entered into this 1st day of November, 2013 by and between **THE HERTZ CORPORATION**, a Delaware Corporation located in Detroit, Michigan party of the first part, and hereinafter termed the "Employer," and **LOCAL UNION NO. 299** 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 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 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 the attached Schedule "A".

The terms of this Agreement shall apply to all employees in the classifications of work set forth as covered by the certification by the National Labor Relations Board No. 7-RC-9551.

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 Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. 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 calendar day following the beginning of their employment on or after the 31st day following the effective date of this Agreement or the date of the execution of this Agreement, whichever is the later. No provision of Section 2 or Section 4 of this Article shall apply to the extent that it may be prohibited by State law.

SECTION 3. 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 4. The Employer agrees that it will deduct regular and usual membership dues and or initiation fees from the wages of employees who have made application for

ARTICLE 13: 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 persons whose employees are on strike and which service, but for such strike, would be performed by the employees of the Employer or person on strike.

ARTICLE 14: 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 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.

ARTICLE 15: GENERAL

SECTION 1. The Employer agrees that it will allow the proper accredited representatives of the Union access to the employee's work place at any time for the purpose of policing the terms and conditions of this Agreement.

SECTION 2. The Union Representative shall have the right to examine time sheets pertaining to the computation of compensation of any employee whose pay is in dispute.

SECTION 3. The Company agrees to provide suitable space for a locked Union bulletin board. Postings by the Union on such boards are to be confined to official business of the Union. The Company has the right to monitor postings. Any complaints or concerns by the Company will be referred to the Executive Board of Local Union 299.

ARTICLE 16: HEALTH, WELFARE AND PENSION

SECTION 1. Employees covered by this Agreement will be covered by The Hertz Plan for Health as modified, a copy of which is hereto annexed. The terms and conditions of The Hertz Plan for Health as modified shall be revised from time to time and such revisions will automatically be extended to employees covered by this Agreement at the earliest feasible date, but no later than six (6) months from the date of such revisions.

Employees must properly complete enrollment cards and forms in order to be eligible and the Employer will make membership cards available to the employees.

SECTION 2. The Employer's contribution to the Central States, Southeast and Southwest Areas Pension Plan will be governed by the Fund's hybrid withdrawal liability method as set forth in the Memorandum of Understanding entered into by the parties on May 7, 2013. As such, the parties to this Agreement are in compliance with the Amended Rehabilitation Plan, inclusive of the 2012 update, and the pension rate required to be paid will remain at \$85.60 for each covered eligible employee the term of the Agreement.

With respect to part-time employees, the parties agree that 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 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 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 employees after they have been on the Employer's payroll for 60 calendar days.

ARTICLE 17: 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 period. 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 earnings and all deductions made for any purpose, upon request of individual employees or Union representative.

The pay period of Friday through Thursday shall be considered the workweek for purposes of overtime as provided in Article 23.

The Employer agrees that in the event of an error in an employee's payroll check of twenty-five dollars (\$25.00) or more, the Employer will issue a check to correct such shortage by the close of the following business day, where possible.

All new employees will be placed on Direct Deposit upon hire. The Company will provide a paper check stub or itemized statement of earnings or the means to obtain either.

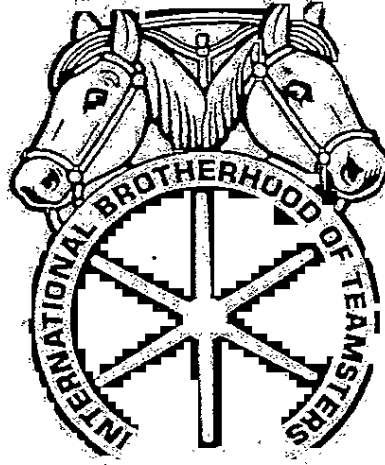
*Labor Agreement
between*

SIGNED

CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS

LOCAL UNION NO. 525

ALTON, ILLINOIS



Affiliated With The
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

AND

Highland Machine & Screw Products Company

Highland, Illinois

- PERIOD COVERED -

June 1, 2015 through June 1, 2018

**RECEIVED
RECEIVED**

**DELINQUENT ACCOUNTS
DIVISION**

**CONTRACT
DEPARTMENT**

**Chauffeurs, Teamsters, Warehousemen, and Helpers
Local Union No. 525
Affiliated with the
International Brotherhood of Teamsters
Alton, Illinois**

and

Highland Machine & Screw Products Company

This Agreement, dated the first day of June, 2015, by and between the Highland Machine & Screw Products Company, or its successors, located in the jurisdiction of the Teamsters Local Union No. 525, hereinafter called the "Company", or "Employer" and Local Union No. 525, affiliated with the International Brotherhood of Teamsters, or its successors, 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 1.00 - UNION RECOGNITION

1.01 Recognition

The Company recognizes the Union as the sole and exclusive bargaining agency for all production and maintenance employees of the Highland Machine and Screw Products Company, with respect to the rates of pay, hours of work, and conditions of employment, excluding office and clerical employees, professional employees, guards, and supervisors as defined in the National Labor Relations Act of 1947.

1.02 Bargaining Unit

The bargaining unit above described includes, among others, all employees engaged in making, assembling, erecting, dismantling, and repairing of machinery and equipment and/or parts thereof, all descriptions of the Company.

1.03 Company Location

This Agreement shall cover all plants which the Company may operate during the term of this Agreement within the City of Highland and the County of Madison, State of Illinois.

ARTICLE 21.00 - HEALTH and WELFARE PLAN

21.01 Contribution

The Health and Welfare contribution, which shall be effective during the term of the Agreement, is set forth in Appendix "B" annexed hereto and made a part hereof.

21.02 Continuation of Payment

If an employee is absent because of an illness, all conditions and obligations established by the Family and Medical Leave Act (FMLA) shall apply with regard to continuation of health and welfare payments.

If an employee is injured in the course of normal employment, the Company shall continue to pay the required contributions until such employee returns to work, provided that the employee continues to pay the employee contribution on a weekly basis. Such company contributions shall not be paid for a period of more than twelve months.

21.03 Trust Recognition

By the execution of this Agreement, the Company authorizes the Employer's Associates, which are parties to labor agreements with the Union, 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.

ARTICLE 22.00 - PENSION PLAN

22.01 Payment

The Pension contribution, which shall be effective during the term of the Agreement, is set forth in Appendix "B" annexed hereto and made a part hereof.

22.02 Delinquency Clause

Notwithstanding anything herein contained, it is agreed that in the event that the Company is delinquent at the end of the 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 hours written 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 notice is taken, the Company shall be responsible to the employees for losses resulting there from.

ARTICLE 23.00 - SAFETY CLAUSE

In order to provide for more efficiency, more safety, and better working conditions, the Company agrees to establish a committee consisting of an equal number from Management and employees involved to meet once every thirty days for the purpose of investigating said conditions. In addition, the Plant Committee representatives of the general office of the Company and representatives of the local Union shall also attend such scheduled joint meetings. It is further agreed that the Company shall comply with all applicable provisions of the Federal Occupational Safety and Health Act, which such compliance shall be monitored by the safety committee.

ARTICLE 24.00 - SHIFT BONUS

If the plant operates on a second shift, a bonus of \$0.30 per hour shall be paid to all employees on the second shift. If the plant operates on a third shift, a bonus of \$0.35 per hour shall be paid to all employees on the third shift.

ARTICLE 25.00 - SALE of ASSETS

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

ARTICLE 26.00 - JURISDICTION

The Company agrees to respect the jurisdictional rules of the Union.

Appendix B

Attached to and made part of the Union Agreement dated June 1, 2015 between **HIGHLAND MACHINE & SCREW PRODUCTS COMPANY** and **TEAMSTERS & CHAUFFERS LOCAL UNION NO. 525**.

Health and Welfare Plan

The Company shall contribute to the Teamsters and Employers Welfare Trust of Illinois the following amounts for each employee covered by this Agreement who has passed the probationary period and has worked any portion of the payroll week.

Effective Date	Weekly Contribution	Company Contribution	Employee Contribution
June 1, 2015	\$191.00	\$156.62	\$34.38
June 1, 2016	\$216.00	\$177.12	\$38.88
June 1, 2017	\$247.00	\$202.54	\$44.46

Pension Plan

Effective June 1, 2015, the Company agrees to contribute to the **Central States Southeast and Southwest Areas Pension Fund**, the following amounts for each employee covered by this agreement who has completed their probationary period. Employees who work either temporarily or in cases of emergencies and casual employees working under the terms of this agreement shall not be covered by the provisions of this paragraph.

Effective Date	Weekly Pension Contribution
June 1, 2015	\$75.40
June 1, 2016	\$79.90
June 1, 2017	\$83.10

**COLLECTIVE BARGAINING
AGREEMENT**

Between
HIGHWAY MATERIALS TRANSPORT, INC.
Evansville, Indiana

and

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

Effective April 1, 2014
to and including
April 1, 2017

RECEIVED

SEP 11 2014

**CONTRACT
DEPARTMENT**

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between **HIGHWAY MATERIALS TRANSPORT, INC.**, Evansville, Indiana, (hereinafter known as the "Employer") and **CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 215**, Evansville, Indiana, affiliated with the International Brotherhood of Teamsters, (hereinafter known 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 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.

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 truck driver employees employed by the Employer within the geographical jurisdiction of the Union 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 truck driver 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. For purposes of clarification of the following, the Union shall represent only the employees covered under Article 2 as hereafter defined. Truck driver is defined as an employee of the Employer driving a licensed truck.

ARTICLE 3

Union Security

Section 3.1. 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, excluding casual and part-time employees, shall

The Employer has the option to pay weekly with the following rates:

Effective April 1, 2014, contributions shall be paid by the Employer on behalf of the employee at the rate of Three hundred seventy-four dollars and 80 cents (\$374.80) per week. Effective April 1, 2015, contributions shall be paid by the Employer on behalf of the employee at the rate of Three hundred ninety-four dollars and 80 cents (\$394.80) per week. Effective April 1, 2016, contributions shall be paid by the Employer on behalf of the employee at the rate of Four hundred eighteen dollars and 80 cents (\$418.80) per week.

Section 13.2. Contributions to the Health and Welfare Fund must be computed weekly and paid each four (4) or five (5) week period, as designated in Report and Remittance Form for Health and Welfare Fund, on each regular, full-time employee, after such regular, full-time employee actually works thirty-one (31) work days, and even though such regular, full-time employees may work only part-time.

Section 13.3. 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, as amended (COBRA) and shall cooperate so all parties are in compliance.

ARTICLE 14

Pension Plan

Section 14.1. Throughout the term of this Agreement, pension contributions shall be paid to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND by the Employer for each employee at the rate of Twenty-nine Dollars and Eighty Cents (\$29.80) per day of work up to five (5) days per week, effective April 1, 2014; Thirty-one Dollars and no Cents (\$31.00) per day of work up to five (5) days per week, effective April 1, 2015; and Thirty-two Dollars and twenty Cents (\$32.20) per day of work up to five (5) days per week, effective April 1, 2016. If an employee works a four (4) ten (10) hour per day schedule, the maximum five (5) days of contributions shall be made during each calendar week that the Employee works four (4) ten (10) hour days.

Section 14.2. Contributions to the Pension Fund must be made for each day each regular or part-time or extra employee may work up to five (5) days per week after the employee has actually worked thirty (30) days. 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 14.3. 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 there from.

Section 14.4. 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 six (6) months.

ARTICLE 15

Savings Clause

Section 15.1. 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 or Federal laws. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by any tribunal of competent jurisdiction. In such event, the Union or the Employer may, at its option, require renegotiation of such provisions for the purpose of adequate replacement thereof, reserving the right of legal and economic recourse in the event agreement cannot be reached in such renegotiations.

ARTICLE 16

Grievance and Arbitration Procedure

There shall be no stoppage of work on account of any difference of opinion or dispute which may arise between the parties to this Agreement relative to settlement or grievances, unless such is expressly authorized in some other article of this Agreement. In case of difference of opinion or dispute, the matter shall be acted upon as follows:

Section 16.1. A Steward, representing the Union, and the Foreman, representing the Employer, shall try to settle the matter.

Section 16.2. If the matter is not settled by the Union Steward and Foreman, it shall be referred to and considered by a representative of the Company and a Business Representative of the Union.

HILAND DAIRY FOODS COMPANY, L.L.C.

AND

TEAMSTERS LOCAL UNION #41

**ADDENDUM TO
MASTER DAIRY AGREEMENT**

January 1, 2014

through

December 31, 2018

RECEIVED

MAR 19 2014

**CONTRACT
DEPARTMENT**

HILAND DAIRY FOODS COMPANY, L.L.C.
AND
TEAMSTERS LOCAL UNION NO. 41
ADDENDUM TO MASTER DAIRY AGREEMENT
BETWEEN

Teamster Local Union #41, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and Hiland Dairy Company.

This Addendum is dated January 1, 2014, by and between the undersigned Company, hereinafter called the "Employer" and Local Union #41 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter called the "Local Union", as an addendum to the Master Dairy Agreement entered into by the Employer, the Local Union and the Central Conference of Teamsters, as of May 1, 2009.

This Agreement shall be binding upon the parties hereto, their heirs, successors, administrators, executors and assigns in the event an entire operation, or any part thereof, is sold, leased, transferred, or taken over by sales, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

ARTICLE I - RECOGNITION

Section 1.1. In accordance with Article 1, Section 1.2 of the aforementioned Master Agreement, the Company recognizes the Union as the sole and exclusive bargaining agent for all production and maintenance employees and route driver salesmen employed in the Employer's plant, or depot in the jurisdiction of the Local Union.

Section 1.2. It is agreed by the parties hereto that this Agreement and Addendum shall not include in any respect office-clerical, clerks employed in the Company's retail ice cream

When an employee is fifty-seven (57) years old or older with fifteen or more years of service with the company (company to include any and all joint ventures, partnerships, etc. which are fully or partially owned by the parent company) and is eligible to receive pension benefits from Central States Pension Fund the employer will provide family health and welfare insurance coverage as is provided under the Teamsters R-4 Retiree program which doesn't include life insurance, dental or vision. The cost of this coverage, to the retiree, shall be the same as the Teamsters R-4 Plan and this cost will be subject to change the same as the Teamsters Plan. If a Retiree becomes eligible for Medicare and their spouse does not, the spouse may purchase single retiree coverage at the group rate from the Employer until the spouse becomes eligible for Medicare or four years, whichever comes first.

ARTICLE XI – PENSION

The employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund for regular full-time employees per week as follows:

<u>Effective 1-1-2014</u>	<u>\$196.80 per week per employee</u>
<u>Effective 1-1-2015</u>	<u>\$212.50 per week per employee</u>
<u>Effective 1-1-2016</u>	<u>\$225.30 per week per employee</u>
<u>Effective 1-1-2017</u>	<u>\$234.30 per week per employee</u>
<u>Effective 1-1-2018</u>	<u>\$243.70 per week per employee</u>

This provision expressly excludes part-time, temporary or vacation employees.

By the execution of this Agreement, the Companies authorize 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 with the scope of their authority.

If any 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 12 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 XII - FUNERAL LEAVE

In the event of the death of the employee's spouse, parent, child, brother, sister, grandparents, father-in-law or mother-in-law, the employee shall be entitled to be absent from work for such time as is necessary to make arrangements for and attend the funeral. During such absence the employee shall be compensated at the then current, straight time rate for working time lost, not to exceed three (3) days. Such absentee compensation shall not include pay for lost overtime, vacation time or premium pay. Proof of death and relationship may be required.

ARTICLE XIII - LUNCH PERIOD

It is agreed that all employees shall be granted a lunch period not to exceed sixty (60) minutes, nor less than thirty (30) minutes.

ARTICLE XIV - JURY DUTY

The Company agrees to pay all regular full time employees covered in this unit, jury duty pay for each scheduled work day he is required to serve and does serve on a jury.

"New" language added to the Addendum as a result of the 2014 negotiations is underlined for ready reference.

LETTER OF UNDERSTANDING AND AGREEMENT

HILAND DAIRY FOODS COMPANY, L.L.C.

ACCOUNT NO.: 3702600-0107-534-A*

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 after they have been on the employer's payroll for 30 calendar days.

The parties agree that in the event that an individual employed on a part-time, temporary, or vacation basis works 1,000 hours or more in a twelve (12) month period, he/she will be considered a regular employee 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.

RECEIVED

MAR 19 2014

**CONTRACT
DEPARTMENT**

HILAND DAIRY FOODS COMPANY, L.L.C.

Redacted by U.S. Treasury

SIGNED BY:

TITLE:

DATE:

Gen of H.D.F.
3-4-14

TEAMSTERS LOCAL UNION NO. 41

Redacted by U.S. Treasury

SIGNED BY:

TITLE:

DATE:

B.A.
3/10/14

HILAND DAIRY FOODS COMPANY, LLC
AND
TEAMSTERS LOCAL UNION No. 245

ADDENDUM TO
MASTER DAIRY AGREEMENT

September 1, 2009
through
August 31, 2015

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NOV 23 2009

CONTRACT
DEPARTMENT

ARTICLE I - RECOGNITION

Section 1.1 - Bargaining Unit. Pursuant to Section 1.2 of the Master Dairy Agreement, the bargaining unit for which the Union is recognized is all full-time and regular part-time hourly and commissioned-paid truck drivers, route sales persons, inside dairy employees, helpers, building maintenance employees, custodians, laboratory technicians, mechanics, and engineers, working for the Employer at its facilities located in Springfield (including Lebanon, Missouri operations), Branson, and West Plains, Missouri, and Harrison, and Mountain Home, Arkansas; but excluding office employees, non-working Plant Superintendents, sales personnel, supervisors and guards as defined in the National Labor Relations Act, and all other employees.

Section 1.2 - Union is Recognized Bargaining Agent. The Employer agrees to bargain only with the Union on any issue affecting wages, hours, or working conditions, and will not make written or oral agreements with its employees concerning such questions or concerning this Addendum, whether such agreements be consistent or inconsistent with the terms hereof. All written or verbal agreements between the Employer and its bargaining unit employees, or the Employer and the Union are null and void, unless specifically noted in this Addendum, or attached hereto in the form of a side letter. Members of the Union's bargaining committee shall not receive pay from the Employer for any time spent in negotiating a new or amended Addendum.

ARTICLE II - MANAGEMENT RIGHTS

The management of the plants, and the direction of the working forces, including the right to hire, suspend, or discharge for proper cause, or transfer employees, to determine the structure/makeup of routes, to establish or reestablish work locations, and to relieve employees from duty because of lack of work or for other legitimate reasons, is vested exclusively in the Employer; provided that this will not be used for purposes of discrimination against any member of the Union, or be in conflict with any other clause in this Addendum.

ARTICLE VIII - PENSIONS

Section 8.1 - Employer Contribution Amounts. 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 sums, per week, for each employee covered by this Addendum who has been on the payroll thirty (30) days or more:

Effective <u>9/1/09</u>	Effective <u>4/25/10</u>	Effective <u>5/1/11</u>	Effective <u>4/29/12</u>	Effective <u>4/28/13</u>	Effective <u>4/27/14</u>
<u>\$193.60</u>	<u>\$209.10</u>	<u>\$225.80</u>	<u>\$243.90</u>	<u>\$258.50</u>	<u>\$274.00</u>

Section 8.2 - Employer Authorization. By the 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.

Section 8.3 - Employee Illness or Injury Absences. 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 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 IX - FUNERAL LEAVE

In the event of the death of the employee's spouse, parent, child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, or step-child, the employee shall be entitled to be absent from work for such time as is necessary to make arrangements for, and attend the funeral. During such

Letter of Understanding

Hiland Dairy Foods Company, L.L.C.

and

Teamsters Local 245

Regarding Pullup – Branson, Missouri

It is agreed and understood by the Union and the Employer that during the month of June, July, August, and September, the Company will be allowed to use pullup at their Branson, Missouri branch. They will not be eligible for any employee benefits, such as holiday pay, vacation pay, health and welfare, pension, and will not build seniority in the sales department. Overtime will be paid at time and one half (1 ½) after 40 hours, but not after 8 hours per day.

ARTICLES OF AGREEMENT

BETWEEN

HILAND DAIRY FOODS COMPANY, L.L.C
ROLLA, MISSOURI

AND

TEAMSTERS LOCAL UNION NO. 682,
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

May 1, 2013

through

April 30, 2017

RECEIVED

MAY 29 2013

**CONTRACT
DEPARTMENT**

ARTICLE OF AGREEMENT

This AGREEMENT entered into May 1, **2013**, between Hiland Dairy Foods Company, L.L.C., Rolla, Missouri, hereinafter, called the "EMPLOYER", party of the first part, and Construction, Building Material, Ice and Coal, Laundry and Dry Cleaning, Meat and Food Products Drivers, Helpers, Warehousemen, Yard Men, Salesmen and Allied Workers Local Union No. 682 Affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or its successors, 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

Section 1.1 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.

Section 1.2 This Agreement covers employees doing manual labor coming under the supervision of the Rolla, Missouri, plant and any city or town located within the territorial limits of Local 682 in which the Employer now has or may hereafter establish relay points or branches. The territorial jurisdiction of Local 682 shall comprise the following counties: Maries, Crawford, Washington, Pulaski, Phelps, Dent, Texas, Shannon, Howell and Oregon. The term "Employee" shall mean truck drivers, route salesmen, cooler men, freezer men, working supervisors, excluding office employees, sales personnel and supervisors who do not handle or work on dairy products employed at Rolla, Missouri, location.

Section 1.3 The Employer will neither negotiate nor make collective bargaining agreement for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.

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

When an employee is fifty-seven (57) years old or older with twenty or more years of service with the company, (company to include any and all joint ventures, partnerships, etc. which are fully or partially owned by the parent company) and is eligible to receive pension benefits from Central States Pension Fund, the Employer will provide family health insurance coverage as is provided under Teamsters Retiree Program, which doesn't include life insurance, dental or vision. The cost of this coverage, to the Retiree, shall be the same as the Teamsters Plan and this cost will be subject to change, the same as the Teamsters Plan. If a Retiree becomes eligible for Medicare and their spouse does not, the spouse may purchase single retiree coverage at the group rate from the Employer until the spouse becomes eligible for Medicare or four years, whichever comes first.

ARTICLE 18 - PENSIONS

The Employer agrees to and shall contribute to a fund which is to be Central States Southwest and Southeast Areas Pension Fund the sum of **\$193.10, \$204.70, \$217.00, \$225.70** per week, respectively each year through out the life of this agreement, for each employee covered by this who has been on the payroll thirty (30) days or more. By the execution of this Agreement, the Employer 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.

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 health insurance and pension contributions for a period of four (4) weeks, **provided the employee pays his/her share of the cost**. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to

work; **provided the employee pays his/her share of the cost,** however, such contributions shall not be paid for a period of more than twelve (12) months. Extra employees and employees who work either temporarily or in cases of emergency shall not be covered by the provisions of this paragraph and payments shall not be made for them. **The Employer and employee agree to abide by the rules of the FMLA.**

ARTICLE 19 - JURY DUTY

Employer agrees to compensate the employee if called for jury duty the difference between eight (8) hours at their regular rate for each day and the amount the employee is paid by the court for a period no longer than ten (10) working days. Any employee excused from jury duty less than four (4) hours into his regular shift must report for work the rest of his shift to receive jury duty compensation for that day.

ARTICLE 20 - FUNERAL LEAVE

Employees shall be entitled to three (3) days funeral leave for the time actually taken from work to attend the funeral of a member of the immediate family or a grandchild. The immediate family shall be defined as the following relatives of either the employee or his or her spouse; father or mother, current step-mother or current step-father, son or daughter, current step-son or current step-daughter, husband or wife, brother or sister. Employees shall be entitled to one (1) day funeral leave for the time actually taken from work to attend the funeral of their grandfather or grandmother.

ARTICLE 21 - DISCHARGE OR SUSPENSION

The Employer shall not discharge or suspend any employee for any cause other than dishonesty, drunkenness, or recklessness resulting in serious accident while on duty, or work rules that are agreed upon by the Employer and the Union (see appendix), or similar aggravated misconduct, unless employee has been given one warning of the offense committed in writing, with a copy to the Union. Warning letters shall be valid for nine (9) months.

HILAND DAIRY FOODS COMPANY, L.L.C.

AND

TEAMSTERS LOCAL UNION # 823

ADDENDUM TO

MASTER DAIRY AGREEMENT

June 1, 2013

Through

May 31, 2018

RECEIVED

OCT 08 2013

**CONTRACT
DEPARTMENT**

HILAND DAIRY FOODS COMPANY, L.L.C.
AND
TEAMSTERS LOCAL UNION NO. 823
ADDENDUM TO MASTER DAIRY AGREEMENT
BETWEEN

Teamsters Local Union No. 823, affiliated with the International Brotherhood of Teamsters; and Hiland Dairy Foods Company.

This Addendum, dated the 1st day of June, 2013, by and between HILAND DAIRY FOODS COMPANY, L.L.C. of Joplin and Nevada, Missouri and Coffeyville and Erie, Kansas, party of the first part, hereinafter referred to as the "Company" and GENERAL DRIVERS AND HELPERS, LOCAL UNION NO. 823 affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, party of the second part, hereinafter referred to as the "Union" effective June 1, 2013, as an Addendum to the Master Dairy Agreement, entered into by the Employer.

"New" language added to the Addendum as a result of the 2013 negotiations is underlined and Bold for ready reference.

contributions until such employee returns to work so long as the employee pays his/her portion, however, such contributions shall not be paid for a period of more than twelve (12) months. The employee and the Company agree to abide by the rules of the FMLA.

When an employee is fifty-seven (57) years old or older with twenty or more years of service with the company, (company to include any and all joint ventures, partnerships, etc, which are fully or partially owned by the parent company), and is eligible to receive pension benefits from Central States Pension Fund, the Employer will provide family health and welfare insurance coverage as is provided under the Teamsters Retiree program, which doesn't include life insurance, dental or vision. The cost of this coverage, to the retiree, shall be the same as the Teamsters plan and this cost will be subject to change, the same as the Teamsters Plan.

If a retiree becomes eligible for Medicare and their spouse does not, the spouse may purchase single retiree coverage at the Central States, R-4 group rate from the employer for three years or until spouse becomes eligible for Medicare, whichever comes first.

ARTICLE XVI - PENSION FUND

Effective	<u>6/1/13</u>	<u>6/1/14</u>	<u>6/1/15</u>	<u>6/1/16</u>	<u>6/1/17</u>
	<u>\$183.70</u>	<u>\$194.70</u>	<u>\$206.40</u>	<u>\$214.70</u>	<u>\$223.30</u>

The Employer shall continue to contribute to the Central States, Southeast and Southwest Areas Pension Fund the amounts as described above 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 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 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 deductions 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.

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.

**INDUSTRIAL and ENVIRONMENTAL
CLEANING SERVICES
AGREEMENT
between
TEAMSTERS LOCAL NO. 627
GREAT PLAINS LABORERS' DISTRICT COUNCIL
AND
HOERR CONSTRUCTION, INC.**

Effective
January 1, 2014
through
December 31, 2016

RECEIVED

AUG 19 2014

CONTRACT
DEPARTMENT

INDUSTRIAL SERVICE AGREEMENT

Preamble

This Agreement is made and entered into this 1st day of January, 2014 between the Midwest Region, for and on behalf of its affiliated Local Unions and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, hereinafter referred to as the Union, and Industrial Service Employers and their subsidiaries and affiliated corporations, hereinafter referred to as the Contractor.

Article 1 Union Recognition

Section 1. The Employer hereby recognizes and acknowledges the Union as the exclusive bargaining representative of all Employees performing work covered by this Agreement with respect to wages, hours and all other terms and conditions for employment.

Article 2 Purpose and Scope

Section 1. 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 hereto and to provide procedure for prompt, equitable adjustments of grievances.

Section 2. This Agreement shall be in effect within the geographical jurisdictional boundaries of the Laborers' Midwest Region and Teamsters' Local Union 627 which is signatory to this Agreement.

Article 3 Jurisdiction

Section 1. This Agreement shall apply to and cover all work within the geographical jurisdiction of the Union, which includes, but is not limited to, the following:

- a. All temporary set-up of pipe equipment and items pertinent to general maintenance and service work;
- b. Operation and maintenance of all equipment to perform said work;
- c. General cleaning as required to complete scope of maintenance and service contracts;
- d. Operation of all service and maintenance equipment;

Step Two:

If after such a five (5) day period, the grievance is not settled in writing, the matter may, within ten (10) days or any extension agreed upon by the parties, then be referred to arbitration by either party, upon written notice to the other. If the parties are unable to agree upon an arbitrator, application may be made by either party to the Illinois Department of Labor Conciliation and Mediation Service for a panel of five (5) arbitrators, upon receipt of which, both parties shall immediately alternately strike names until the last name remains, which person shall be designated as the arbitrator.

Section 3. The sole function of the impartial arbitrator shall be to interpret the meaning of the Articles of this Agreement and the arbitrator shall have no power to add to, subtract from, or modify in any way the terms of this Agreement. The arbitrator shall have no authority to consider more than one grievance, unless the parties mutually agree to the contrary.

Section 4. The arbitrator's decision shall be in writing and shall be final and binding on all parties concerned.

Section 5. The Employer and the Unions agree that the expense of the impartial arbitrator, travel and miscellaneous expenses shall be shared equally by each party. However, each party shall pay the expenses of their own witnesses. In the event a dispute arises regarding the interpretation of this Agreement outside of the geographical area of Teamsters Local 627 and Laborers' Local 165, then the respective Local Union having geographical jurisdiction shall pay the Unions' portion of any arbitration cases.

Section 6. It is specifically agreed that there shall be no strikes, lockouts, cessation or slowdown of work or picketing over any dispute over the application or interpretation of this Agreement and that all grievances and disputes shall be handled as herein above provided.

Article 11

Health and Welfare and Pension Funds

Section 1. The Contractor agrees to maintain during the term of this Agreement the negotiated Health and Welfare Plan per Addendum II of this Agreement.

Section 2. The Contractor agrees to pay into a Pension Fund as per Addendum I and Addendum III of this Agreement.

Article 12

Work Stoppage

Section 1. There shall be, during the term of this Agreement, and as to any work covered hereby, no slow-down, no stoppage of work, no strike and no lockout over the interpretation or

**ADDENDUM 1:
LABORERS**

WELFARE PLAN Commencing with the effective date of this agreement, the Employer agrees to make payment to and be bound by the North Central Laborers' Health & Welfare Plan, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay the North Central Laborers' Health & Welfare Plan the amount of Seven Dollars and Seventy Cents (\$7.70) per hour or portion thereof, including overtime hours worked by an employee covered by this Agreement.

Payments to the aforesaid Welfare Fund should be remitted to the NCILHWF, P. O. Box 9090, Peoria, Illinois 61612 no later than the 15th day of the month following the month for which payments are required.

PENSION FUND. Commencing with the effective date of this agreement, the Employer agrees to make payments to and be bound by the Laborers' National (Industrial) Pension Fund, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Laborers' National (Industrial) Pension Fund the amount of Two Dollars (2.00) per hour for each hour worked or portion thereof including overtime hours worked by an employee covered by this Agreement.

The Employer accepts and agrees to be bound by the trust indentures and by the rules and regulations of the above Funds as though an original party thereto and by all amendments, modifications and supplements to the trust indentures and the plans of the Funds made and approved by the Trustees.

**ADDENDUM 2:
TEAMSTERS**

GROUP INSURANCE. The Employer shall contribute to the Teamsters and Employers Welfare Trust of Illinois the sum of:

Year of Contract	Amount Contributed per Week
2014	\$216.00 per week per person
2015	\$247.00 per week per person
2016	\$283.00 per week per person

For each full-time Teamster employee covered by this Agreement who has completed his/her 30 calendar days. Part-time employees shall not be covered under the Plan.

PENSION. The Employer will contribute to the Central States, Southeast and Southwest Areas Pension Fund for regular full time Teamsters per week as follows:

Year	Amount Contributed per Week
2014	\$209.20
2015	\$217.60
2016	\$226.30

This provision expressly excludes part-time, temporary or seasonal employees.

If an employee is absent because of illness or and 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 employees returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If the employee is granted a leave of absence and desires to continue to be covered under said Pension Plan, he/she shall furnish the Employer, 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 an Employer is delinquent at the end of a period in the payment of contributions to the Pension or Health and Welfare Funds created under this contract, in accordance with the rules and regulation of the Trustees of such Funds, after proper official of the Local Union has given seventy-two (72) hours notice to the Employer of such delinquency in pension or health and welfare payments, the employees or their representatives shall have the right to take such action as may be necessary against such until such delinquent payments are made, and it is further agreed that in the event such action is taken, that Employers shall be responsible to the employees for losses resulting therefrom.

Contributions will be remitted to the Central States Pension Fund on behalf of all employees performing work covered by this Agreement after they have been on the Employer's payroll for thirty (30) calendar days. The parties agree that in the event and individual employed on a part-time bases works one thousand (1,000) hours or more in a twelve month period, they will be considered a regular employee for the purpose 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.

UNIFORM WRECKERS AGREEMENT

BETWEEN

JOHN HOFFMAN INCORPORATED

AND

**COAL, ICE, BUILDING MATERIAL, SUPPLY DRIVERS,
RIGGERS, HEAVY HAULERS, WAREHOUSEMEN AND
HELPERS, LOCAL UNION NO. 716, an affiliate of the International
Brotherhood of Teamsters**

JUNE 1, 2013 THROUGH MAY 31, 2016

RECEIVED

JUN 14 2013

**CONTRACT
DEPARTMENT**

UNIFORM WRECKERS AGREEMENT

This Agreement is by and between John Hoffman, Inc. and/or their successors in any capacity whatsoever, located at 10174 Gemstone Dr., Noblesville, IN 46060, hereinafter referred to as the "Employer" and Coal, Ice, Building Material, 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

RECOGNITION

Section 1. The Employer agrees to recognize the Union, and/or his 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.

Section 2. So there will be no misunderstanding in the coverage and administration of this Agreement, any person who draws wages from the Employer for work covered by this Agreement, or any owner-driver operating or driving his own vehicle, and/or the driver operating such vehicle, hauling directly for or leased directly to the Employer, shall be considered to be an employee of the Employer.

ARTICLE II

SCOPE-COVERAGE

Section 1. This Agreement shall be effect in the following counties in the state of Indiana: Boone, Hamilton, Hancock, Hendricks, Johnson, Marion, Morgan and Shelby. This Uniform Wreckers Agreement covers work as to the wrecking and/or demolition of building, structures, roads, streets, alleys, bridges, sewers, water lines, airports, railroads, pile drivers, piers, walls, viaducts, parking areas, fields, underground facilities, tunnels, flight strips, reservoirs, trees, dams, locks, dikes, etc. of every kind and character or anything similar in nature, including the operation, maintenance and repair of all land and floating plants, equipment, vehicles and other facilities used in connection with and serving the aforementioned work and services.

Section 2. The hauling of materials to, from and on the job site by the Employer, including all subcontractors, trucking companies who contract with the Employer for the hauling of such materials, waste, debris, etc., and all owner-operators who contract with, lease or rent to the Employer for the hauling of such materials.

Section 3. Work covered herein is not to conflict with work covered under the Highway Construction Agreement.

Section 5. There shall be no deduction from equipment rental of owner-drivers 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.

Section 6. Contributions to the Health and Welfare Fund must be computed weekly and paid each four (4) or five (5) week period as designated in report and remittance forms from the Health and Welfare on each regular, part-time or extra employee, even though such regular, part-time or extra employee may work only part-time, including weeks where no work is performed, unless such regular, part-time or extra employee is laid off and given separation papers. There shall be a fifteen percent (15%) liquidated damages fee for Health and Welfare contributions not pay by the tenth (10th) of the month following the close of a reporting period. Notwithstanding anything herein contained, it is agreed that in the event the Employer becomes delinquent in the payment of his contributions to the Health and Welfare Fund provided for in this Agreement, in accordance with the rules and regulations of the trustees of such fund, the employees or their representatives, after the President of the Local Union shall have given seventy-two (72) hours' written notice to the Employer of such delinquency in Health and Welfare payments, shall have the right to take such actions as they deem necessary, including, but not limited to, the following: (1) refraining from work, strike and picketing until such delinquent payments are made, and/or (2) commencing a lawsuit to collect the delinquencies. In the event that strike and picketing takes place, the Employer shall be responsible to the employee for losses resulting therefrom, including wages for lost time, Health and Welfare and Pension contributions, etc. In the event a lawsuit is commenced to collect the delinquencies, the Employer shall be responsible for all attorney fees and all other costs of collecting such as court costs.

The Local Union or the Health and Welfare Fund itself has the right to conduct an audit of the payroll records of any contributing Employer for the purpose of verifying the accuracy of contributions to the Health and Welfare Fund. In the event the Employer refuses to permit the Local Union or the Health and Welfare Fund to conduct an audit, within seventy-two (72) hours from receipt of such a request by certified mail, the Local Union may commence a strike and picketing of the Employer and may continue such activity until permission is given for an immediate audit. The Employer shall be responsible from such strikes and picketing activity, including wages for lost time, Health and Welfare and Pension contributions, etc.

ARTICLE XIX

PENSION

Section 1. Effective June 1, 2013, Pension contributions shall be made to the Central States, Southeast and Southwest Areas Pension Fund by the Employer at the rate of Two Hundred Dollars and Eighty Cents (\$200.80) per week for each employee covered by this Agreement. Effective June 1, 2014, the contributions shall be Two Hundred Eight Dollars and Eighty Cents (\$208.80) per week and effective June 1, 2014,

the Employer shall contribute Two hundred Seventeen Dollars and Twenty Cents (\$217.20) per week

Section 2. In addition to the wages and provision set forth in ARTICLES VII, VIII and IX and other benefits provided for the this Agreement, the Employer shall contribute the contributions as set forth in Section 1 above for each employee who has been on the payroll of the Employer for thirty (30) days or more.

Section 3. By the execution of this Agreement, the Employer adopts and agrees to abide by the Trust Agreement and Plan of Central States, Southeast and Southwest Areas Pension Fund.

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

Section 5. 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 more.

Section 6. Contributions to the Pension Fund must be computed weekly and paid each four (4) or five (5) week period as designated in report and remittance forms from Central States, Southeast and Southwest Areas Pension Fund. Contributions must be on each regular, part-time or extra employee, even though such regular, part-time or extra employee may work only part-time under the provision of this Agreement, including weeks in which no work is performed, unless such regular, part-time or extra employee is laid off and given separation papers. An employee working temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Section.

Section 7. Legal action for delinquent contributions may be instituted by the Local Union or the trustees of the Central States, Southeast and Southwest Areas Pension Fund. Any Employer who is delinquent in Pension Fund contributions must also pay all attorney fees and costs of collection.

Section 8. Notwithstanding anything herein contained, it is agreed that in the event the Employer become delinquent in the payment of his contributions to the Pension Fund provided for in this Agreement, in accordance with the rules and regulations of the trustees of such fund, the employees or their representatives, after the President of the Local Union shall have given seventy-two (72) hours' written notice by certified mail, to the Employer of such delinquencies in Pension payments, shall have the right to take such actions as they deem necessary, including, but not limited to, the following: (1) refraining from work, strike and picketing until such delinquent payments are made,

and/or (2) commencing a lawsuit to collect the delinquencies. In the event that strike and picketing takes place, the Employer shall be responsible to the employee for losses resulting therefrom, including wages for lost time, Health and Welfare and Pension contributions, etc. In the event a lawsuit is commenced to collect the delinquencies, the Employer shall be responsible for all attorney fees and all other costs of collecting such as court costs.

The Local Union or the Pension Fund itself has the right to conduct an audit of the payroll records of any contributing Employer for the purpose of verifying the accuracy of contributions to the Pension Fund. In the event the Employer refuses to permit the Local Union or the Health and Welfare Fund to conduct an audit, within seventy-two (72) hours from receipt of such a request by certified mail, the Local Union may commence a strike and picketing of the Employer and may continue such activity until permission is given for an immediate audit. The Employer shall be responsible from such strikes and picketing activity, including wages for lost time, Health and Welfare and Pension contributions, etc.

ARTICLE XX

LEAVE OF ABSENCE

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

Section 2. Prior to a leave of absence becoming effective, the employee shall sign a written authorization giving to his Employer the right to deduct from his last wages sufficient monies to pay the required contributions into the Health and Welfare Fund and the Pension Fund during the period of leave of absence. If there is not sufficient wages due the employee at the time his leave of absence is to become effective, in order to pay the required Health and Welfare and Pension Fund contributions during his leave of absence, and in the event he does not turn over to his Employer enough money, along with his wages, in order to make the Health and Welfare and Pension Fund contributions during his leave of absence, then a leave of absence shall not be granted.

Section 3. There shall be a leave of absence given on request, to any employee not receiving twenty-five (25) hours of work Monday through Friday, of any week, provided that such request is made in writing by the employee within forty-eight (48) hours after the employee receives the paycheck representing less than twenty-five (25) hours of work. This leave of absence shall be granted and has to be signed by the Employer and the Union.

PRIVATE SCAVENGERS AGREEMENT

This Agreement shall become effective the 1st day of October, 2008 by and between The Chicago Area Refuse Hauling Association (hereinafter referred to as the "EMPLOYER"), and Excavating, Grading, Asphalt, Private Scavengers, Automobile Salesroom Garage Attendants and Linen and Laundry Local Union No. 731, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the "UNION").

ARTICLE I - PURPOSE OF AGREEMENT

SECTION 1. The purpose of this Agreement is to establish the hours, wages and other conditions of employment, and to adopt measures for the settlement of differences and to maintain a cooperative relationship so as to prevent interruptions by boycotts, strikes or lockouts.

SEC. 2. It is mutually understood that the following terms and conditions relating to the employment of workers covered by this Agreement has been decided upon by means of collective bargaining, and that the following provisions will be binding upon the parties to this Agreement during the term of this Agreement.

ARTICLE II - DEFINITIONS

SECTION 1. The Chicago Area Refuse Haulers Association engaged in collective bargaining of this Agreement for and on behalf of its Employer Members and any other Employers who become signatory to this Agreement. Post contract negotiations, whenever the word "EMPLOYER" is used referenced herein, it shall mean each individual Employer who is signatory to this Agreement.

SEC. 2. That whenever the word "UNION" is used herein, it shall mean the Excavating, Grading, Asphalt, Private Scavengers, Automobile Salesroom Garage Attendants and Linen and Laundry Local Union No. 731, I.B. of T., and all its members, individually and collectively bound hereunder affected by this Agreement.

SEC. 3. That whenever the word "Employee" or "Employees" is used herein, it shall mean the Employee or Employees in the classification of work covered by this Agreement.

ARTICLE III - RECOGNITION

SECTION 1. The EMPLOYER recognizes the UNION as the sole and exclusive Representative for all regular Employees occupying classifications covered by this Agreement, which includes the attached Transfer Trailer Addendum and all other related Addendums.

RECEIVED

MAY 24 2010

**CONTRACT
DEPARTMENT**

ARTICLE IX – HEALTH, WELFARE AND PENSION

SECTION 1. Except as otherwise provided in sections 5, 6 and 7 of this Article, the EMPLOYER shall pay to the Scavenger Local 731 Health and Welfare Fund (hereinafter referred to as the "Scavenger Health and Welfare Fund"), located at 1000 Burr Ridge Parkway, Suite 301, Burr Ridge, IL 60527, effective October 1, 2008 the sum of Two Hundred and Eight Dollars and Forty Cents (\$208.40) for each week for each Employee employed by the EMPLOYER during the calendar week starting with the sixtieth (60th) day of employment, providing the Employee has been employed for sixty (60) days or more for the same EMPLOYER, except in the case of an experienced Employee who transfers from one EMPLOYER to another covered by this collective bargaining agreement. The EMPLOYER shall make the stated weekly contributions to the said Health and Welfare Fund for said Employee employed by the EMPLOYER during the calendar week starting from the first day of employment, and except as provided for in Article X, section 5.

For each Employee who is exempt from the workweek guarantee as provided in Article VI, section 1, the EMPLOYER shall pay the weekly contribution provided for herein for each week in which said Employee performs service to the EMPLOYER for two (2) or more workdays within a workweek.

SEC. 2. The EMPLOYER shall pay to the Local 731 Private Scavengers and Garage Attendants Pension Fund (hereinafter referred to as the "Pension Fund"), located at 1000 Burr Ridge Parkway, Suite 301, Burr Ridge, IL 60527, effective October 1, 2008 the sum of One Hundred and Forty Five Dollars (\$145.00) a week for each Employee employed by the EMPLOYER during the calendar week starting with the sixtieth (60th) day of employment, providing the Employee has been employed for sixty (60) days or more for the same EMPLOYER, except as provided in Article X, section 5.

For each Employee who is exempt from the workweek guarantee as provided in Article VI, section 1, the EMPLOYER shall pay the weekly contribution provided for herein for each week in which said Employee performs service of the EMPLOYER for three (3) or more workdays within a workweek.

SEC. 3. There shall be an increase in fringe benefit contributions (Health & Welfare Fund, Pension Fund and Education/Scholarship Fund amounts) according to the following schedule. Allocation of these amounts between fringe benefit funds shall be determined by the Local Union Executive Board thirty (30) days prior to the effective date of the increase.

■ Effective October 1, 2008	\$0.50 per hour
■ Effective October 1, 2009	\$0.60 per hour
■ Effective October 1, 2010	\$0.70 per hour
■ Effective October 1, 2011	\$0.83 per hour
■ Effective October 1, 2012	\$0.95 per hour

Said EMPLOYER fringe benefit contributions will be increased per Employee, per hour based upon a forty (40) hour workweek.

SEC. 4. During the term of this Agreement, employees shall make the following contributions toward the cost of their health and welfare benefits:

Effective October 1, 2008: There shall be no employee contribution assessed.

Effective October 1, 2009: Commencing in year two (2) of the Agreement, the Employee contribution rate shall be seven dollars (\$7.00) per week. This amount shall increase in the amount of nine dollars (\$9.00) per week each year for years three (3) through five (5).

- Year 1 – No employee contribution amount
- Year 2 – \$ 7.00 per week
- Year 3 – \$ 9.00 (total of \$16.00 per week)
- Year 4 – \$ 9.00 (total of \$25.00 per week)
- Year 5 – \$ 9.00 (total of \$34.00 per week)

The Employer shall remit the full contribution to the Health and Welfare Fund and will make a pre-tax deduction from the Employees, for the above-stated individual share.

SEC. 5. The EMPLOYER, beginning thirty (30) days after an Employee is employed, shall, effective October 1, 2008, pay and remit to the Local No. 731 I.B. of T. Garage Attendants Linen and Laundry Health and Welfare Plan (hereinafter referred to as the "Health and Welfare Fund"), the sum of two hundred eleven dollars and fifteen cents (\$211.15) per week on behalf of each Employee employed as a Transfer Trailer Chauffeur during the calendar week. In each year of this Agreement, the amounts shall be adjusted in accordance with Section 3 above.

In regard to Employees who are Municipal Recycling Chauffeurs, Two-Axle Roll-Off Chauffeurs and Helpers, except as otherwise provided, the EMPLOYER shall contribute to the Local 731 I.B. of T. Private Scavengers and Garage Attendants Pension Fund for said Municipal Recycling Chauffeurs, Two-Axle Roll-Off Chauffeurs and Helpers, as participants of the Garage Attendants Pension Plan: effective August 1, 2008, the sum of Thirty Seven Dollars (\$37.00). Effective August 1, 2009, through and including September 30, 2013, the EMPLOYER agrees to pay to the Pension Fund the contribution rate that the Garage Attendant Employers and Teamsters Local 731 negotiate for each week for each said Employee employed by the EMPLOYER.

Effective October 1, 2008, the Employer shall contribute on behalf of all Municipal Recycling Chauffeurs/Yard Waste Employees who have completed thirty six (36) months of employment to the Local 731 I.B. of T. Private Scavengers and Garage Attendants Pension Fund the sum of One Hundred and Forty Five Dollars (\$145.00) per week, plus the annual negotiated increases set forth in section 3, in order that these Chauffeurs shall thereupon participate in the Private Scavenger Pension Plan.

SEC. 6. The EMPLOYER, beginning thirty (30) days after an Employee is employed, shall, effective October 1, 2008, pay to the Local No. 731 I.B. of T. Garage Attendants Linen and Laundry Health & Welfare Plan (hereinafter referred to as the "Health and Welfare Fund"), the sum of One Hundred and Seventy Dollars and Fifteen Cents (\$170.15) per week, per Employee for Employees covered under the Garage Attendants Health and Welfare Fund.

SEC. 7. Employees who, immediately before coming under this Agreement, were covered under agreements negotiated with the International Brotherhood of Teamsters Local No. 705 shall continue coverage under the Pension Plan in which they were participating prior to coming under this Agreement, and the EMPLOYER shall make contributions on behalf of such covered employees in such amounts as determined by the Trustees of the Pension Plan that are necessary to maintain the existing level of benefits. These employees shall further be covered under the Local No. 731 I.B. of T. Garage Attendants Linen and Laundry Health & Welfare Plan, and the EMPLOYER shall make contributions to this Fund as set forth above in section 6.

SEC. 8. The EMPLOYER shall also submit a Remittance Report in a form to be furnished by the Administrator of the Health/Welfare and Pension Funds, indicating the name of each Employee employed during the period for which the report is made, irrespective of whether any contributions are made for such Employee, the date such Employee was hired, re-employed, laid-off, or terminated, the social security number of each new Employee, the period of time for which the report is made, the amount contributed on behalf of each Employee, and the reason no contributions have been made, if such be the case.

The remittance form and contributions shall be submitted each month to the Administrator of each Fund not later than the twentieth (20th) of the month following the month for which contributions are due.

SEC. 9. In the event an Employee is unemployed because of a non-work related disability from sickness or accident, the EMPLOYER agrees to pay one (1) month of contributions for each six (6) month period of Employee's service for such period of the Employee's unemployment toward the Health/Welfare and Pension Fund for a period of not more than three (3) months.

In the event an Employee is unemployed because of a work related disability from sickness or accident, the EMPLOYER agrees to pay one (1) month of contributions for each six (6) month period of Employee's service, for such period of the Employee's unemployment, toward the Health/Welfare and Pension Fund for a period of not more than six (6) months; and thereafter, the Employee may pay the contribution himself/herself to the Health and Welfare Fund for a period of not more than twelve (12) months during the period he/she is unemployed because of a disability from said sickness or accident.

SEC. 10. Authorized Representatives of the Health and Welfare Fund and the Pension Fund shall have access to the employer's establishment at all reasonable times for the purpose of inspecting and auditing payroll records, United States Social Security and withholding tax reports, Illinois income tax withholding reports, and United States and Illinois Unemployment Compensation reports, as may relate to non-payment or improper payment of Health and Welfare or Pension contributions.

If an EMPLOYER fails to pay any contribution due in accordance with this provision, and the filing of a lawsuit is instituted, the Trustees of said Funds may assess the EMPLOYER a penalty of twenty percent (20%) of the contribution due, in addition to all reasonable attorney's fees, and all associated costs regarding collection and cost of audit.

SEC. 11. The EMPLOYER hereby agrees to be bound by the Agreements and Declarations of Trusts creating the aforesaid Health and Welfare Funds and Pension Fund and by any future Amendments to each of said Trusts, and hereby designates as its representatives on the Board of Trustees of said Funds such Trustees as are named in said Agreements and Declarations of Trust, as EMPLOYER Trustees, together with their successors selected in the manner provided in said Agreement and Declaration of each of said Trusts, as each may be amended from time to time; and further agrees to be bound by all action taken by said EMPLOYER Trustees pursuant to the said Agreements and Declarations of each of said Trusts, as amended from time to time.

Once the amounts agreed to in Article IX, Sections 1, 2, 3, 4, 5, 6 and 7 have been timely paid by the EMPLOYER, said contributions shall be the sole extent of the employer's liability to the Health and Welfare and Pension Funds or any of its participants for any reasons whatsoever, providing such a limitation is not in violation of the Employee Retirement Income Security Act.

SEC. 12. Notwithstanding any other provisions of this Agreement to the contrary, if the EMPLOYER fails or refuses to remit the monthly Health and Welfare Fund or Pension Fund contributions herein provided, the UNION, after ten (10) days following the sending by them of a written notice via certified mail to the EMPLOYER, shall have the right to strike or take such other action as it shall deem necessary or appropriate during the period that any delinquency shall continue, and it is further agreed that in the event of any delinquency by the EMPLOYER to either of said Funds, the EMPLOYER shall be responsible to the Employees for any losses of any Health and Welfare or Pension benefits resulting therefrom.

ARTICLE X – SENIORITY

SECTION 1. Seniority, as the term is used herein, means the length of continuous service of any regular Employee from the date of first employment by the EMPLOYER as hereinafter provided.

SEC. 2. (a) The EMPLOYER shall maintain a company seniority list of all Employees at each location covered by this Agreement. Correct copies shall be posted at each location at intervals of not less than three (3) months. Maintenance classification employees shall be enrolled and listed on a separate and non-interchangeable seniority list.

SEC. 2. (b) New regular Employees and regular Employees hired after a break in seniority shall be considered probationary Employees with no seniority for a period of sixty (60) days worked or ninety (90) calendar days, whichever occurs first, except as provided in Article X, section 5, after which their seniority shall date back to the first day of their current hiring. The EMPLOYER may, within said sixty (60) days worked or one ninety (90) calendar days, discharge such a probationary Employee for any reason whatever, except for membership in or lawful activity on behalf of the UNION.

This AGREEMENT is hereby adopted in its entirety on DEC 11, 2009.

FOR THE EMPLOYER:

Homewood Disposal
Name of Company

Redacted by U.S. Treasury

Redacted by U.S. Treasury

Print Full Name

Title

FOR THE UNION:

EXCAVATING, GRADING, ASPHALT,
PRIVATE SCAVENGERS, AUTOMOBILE
SALESROOM GARAGE ATTENDANTS
AND LINEN AND LAUNDRY LOCAL
UNION NO. 731, affiliated with the
International Brotherhood of Teamsters

Redacted by U.S. Treasury

By: _____

Terrence J. Hancock, President

Redacted by U.S. Treasury

By: _____

John J. Wisner, Secretary-Treasurer

▼ CONTACT INFORMATION:

Redacted by U.S. Treasury

Email Address

RECEIVED

DEC 11 2009

TEAMSTERS LOCAL 731

HOMEWOOD DISPOSAL SERVICES
ACCOUNT NO.: 3801550-01008-731-A
0100

LETTER OF CLARIFICATION

Effective October 1, 2003, the Employer, Homewood Disposal Services, agrees to contribute to the Central States Pension Fund on behalf of six employees who are in the Local 731, I.B. of T. bargaining unit. If one of the six employees of the Employer is terminated, the Employer agrees to replace said employee and will contribute to the Central States Pension Fund on behalf of that replacement employee.

This Letter of Clarification will continue until the Employer's obligation to contribute to the Central States Pension Fund ceases.

HOMEWOOD DISPOSAL SERVICES
Redacted by U.S. Treasury

By: [Redacted]

Title: Pres V

Date: 10-25-06

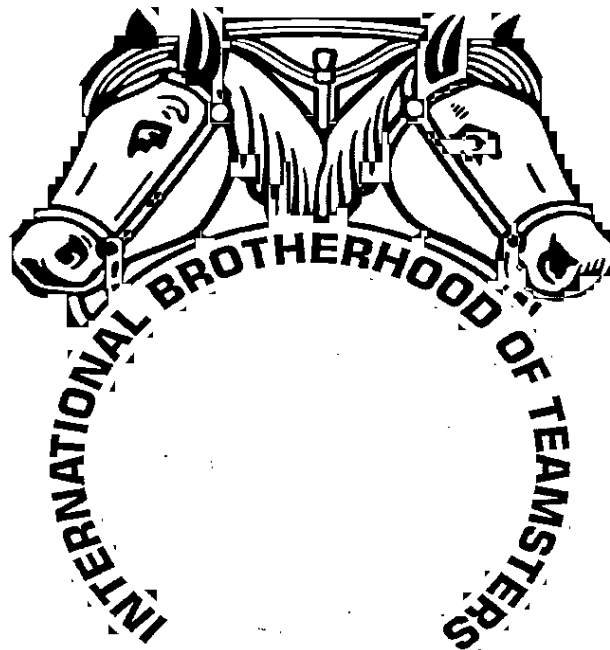
LOCAL NO. 731, I.B. OF T.

By: [Redacted]

Title: Sec-Treas

Date: 10-19-06

AGREEMENT
BETWEEN
HOUGHTON COUNTY ROAD COMMISSION
AND
GENERAL TEAMSTERS



®
LOCAL UNION NO. 406

EFFECTIVE
January 1, 2015
THROUGH
December 31, 2017

RECEIVED

DEC 19 2014

**CONTRACT
DEPARTMENT**

BY: TEAMSTERS LOCAL 406 / ESCANABA

AGREEMENT

THIS AGREEMENT, made and entered into on this 1st day of January 2015, by and between the HOUGHTON COUNTY ROAD COMMISSION, 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 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 the promoting and improving peaceful industrial and economic relations between the parties.

ARTICLE I **RECOGNITION, AGENCY SHOP**

Michigan's PA 349 of 2012 has invalidated the provisions set forth below in Section 2. A. The clauses set forth below regarding Union Security and other matters rendered illegal shall be deleted. If the law changes to legalize such clause, the parties will renegotiate their inclusion in good faith.

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 the Agreement and listed in Schedule "A."

SECTION 2.

- A. 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.
- B. Union membership shall be available to all employees on the same generally applicable terms and conditions, and any employee upon tendering payment of a sum equivalent to the regular dues shall be considered to be a member in good standing.
- C. Because of the nature of the work, the Employer shall be allowed to hire up to a maximum of 30 "temporary employees." Temporary employees shall be those not hired for regular full-time employment. Temporary employees shall be employed for no longer than six (6) months without being laid off. Temporary employees shall not be given benefits by the terms of this Agreement.

SECTION 3.

- 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

The Employer will contribute the weekly amounts as stated in this Article for each participating member of the bargaining unit. Any member of the bargaining unit who elects not to participate will receive a payment of \$500.00 per month. Any employee who elects not to receive health care benefits, must document, to the Employer's satisfaction, that he/she has reasonable alternate health care benefit coverage. Any employee who elects not to receive health care benefits is subject to all the policies and restrictions as required by the Teamster's Health Care Fund Regulations and Participation Agreements.

The Employer will contribute the amounts as stated in this Article on behalf of each participating member of the bargaining unit whose absence from duty is due to military service for the first four (4) weeks following the week in such military duty is commenced.

The Employer agrees to pay up to \$600.00 of the monthly premium cost for Medical and Pharmacy insurance coverage for any retired employee according to the following guidelines.

After thirty (30) years of service with the Houghton County Road Commission, the employee may elect to receive up to \$600.00 towards the premium cost for the employee and spouse health and prescription drug coverage only paid for a period of the next three (3) years only, by the Board if it is before the employee's 62nd birthday when he retires. If the employee is at least age 62 on the date he retires and has at least ten (10) years service with the Houghton County Road Commission, the employee shall receive up to \$600.00 of the premium paid until such time as the employee is eligible for Medicare benefits. The employee will be reimbursed up to \$600.00 for the above premium for any health insurance plan purchased and paid for upon presentation of proof of payment to the Houghton County Road commission.

ARTICLE XIII

PENSION BENEFITS

Effective January 1, 2015, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund a contribution of one hundred nine dollars and sixty cents (\$109.60) per week for each regular employee covered by this Collective Bargaining Agreement. Effective January 1, 2016 this amount shall be increased to one hundred fourteen dollars (\$114.00). Effective January 1, 2017 this amount shall be increased to one hundred eighteen dollars and sixty cents (\$118.60). Under no circumstances will the Employer be required to contribute or pay any monies in excess of these weekly amounts as described previously. In the event the Employer is required, for any reason whatsoever, to make any payments in excess of these weekly amounts, such payments will be the responsibility of the employees of the bargaining unit and will be paid through payroll deduction. This Collective Bargaining Agreement is evidence of the employees' and the Union's consent to such payments through employee payroll deductions.

Any employee planning to retire must provide ninety (90) days notice to the Employer or that employee will forfeit two (2) weeks pay. This provision will not apply if there are emergency circumstances that would prevent such notice.

Contributions will be remitted to the Central States Pension Fund on behalf of any employee covered by the Collective Bargaining Agreement, other than a casual, part-time, temporary, or seasonal employee, after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status and will begin the thirty-first (31st) calendar day the employee is on the payroll. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

In the event that any casual, part-time, temporary, or seasonal employee works one thousand (1,000) hours or more in any twelve (12) month period, commencing on the Houghton County Road Commission's (HCRC) fiscal year beginning October 1 and ending September 30 of the following calendar year, pension contributions will begin and will be required on the employee thereafter, for the remainder of the HCRC fiscal year and all subsequent HCRC fiscal years, in the same manner and amount as required by this contract for regular employees.

If a regular employee is absent because of sickness or off-the-job injury, and notifies the Employer of such absence, the Employer shall continue to make required contributions into the Health and Welfare and Pension Funds 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 six (6) months, the Employer agrees to continue paying the disabled employee's health and welfare for an additional six (6) month period. Benefits will be paid for a maximum of sixty (60) days from the last day worked in the event of a layoff.

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.

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

By the execution of this Agreement, the Employer authorizes the Employer's 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 Fund and to designate the Employer Trustees under such Trust Agreements, hereby waiving all notice hereof and ratifying all action taken or to be taken by such Trustees within the scope of their authority.

Employers presently make 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.

Non-payment by an Employer of any monies due shall not relieve any Employer of his obligation from non-payment. In addition to any other remedies to which the parties may be entitled, the Employer shall be obligated to pay interest as herein provided on the monies due from the date when payment was due and to the date when payment is made, together with all reasonable expenses of collection incurred by the Union.

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 XIV **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 to work and registered in and until the time he is effectively released from duty.

Employees called to work for hours other than their regular shifts shall be guaranteed three (3) hours of pay at one and one-half (1 1/2) the prevailing rate of pay for the job he/she is to perform.

ARTICLE XV **PAY PERIOD**

All regular employees covered by this Agreement shall be paid each two (2) weeks. 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 XVI **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 Statue and Amendments thereto, or any similar act in time of national emergency, respectively, shall upon termination of such service be re-employed 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.

Each regular employee who wants leave to attend military training (National Guard, Naval Reserve, etc.) shall be permitted to take his vacation during that period and apply his accumulated sick leave to that period if entitled to that much time. Otherwise his pay shall be suspended for the regular work days missed in excess of vacation time and sick leave to which he is entitled. When applying for leave he shall elect whether his time is to be charged to vacation, sick leave or part of each.

HOUGHTONCOUNTY ROAD COMMISSION

ACCOUNT NO: 3824500-0100-00486-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, other than a casual, part time, temporary, or seasonal employee, 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 casual, part-time, temporary, or seasonal employee works 1,000 hours or more in any 12-month period, commencing on the Houghton County Road Commission's (HCRC) fiscal year beginning October 1 and ending September 30 of the following calendar year, pension contributions will be required on the employee thereafter, for the remainder of the HCRC fiscal year and all subsequent HCRC fiscal-years, in the same manner and amount as required by this contract for regular employees.

HOUGHTON COUNTY

ROAD COMMISSION

LOCAL UNION NO. 486

By: 

Redacted by U.S. Treasury

By: 

Redacted by U.S. Treasury

Title: County Highway EngineerTitle: Business AgentDate: 10-17-2011Date: 10-19-2011

**LOCAL UNION ADDENDUM TO
ARTICLES OF CONSTRUCTION AGREEMENT
TEAMSTERS DOWNSTATE ILLINOIS CONSTRUCTION INDUSTRY
NEGOTIATING COMMITTEE
AND
ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS
May 1, 2014-April 30, 2017**

The Parties to this Addendum are Howell Paving Inc. (CONTRACTOR), the TEAMSTERS DOWNSTATE ILLINOIS CONSTRUCTION INDUSTRY NEGOTIATING COMMITTEE, (TDICINC), the exclusive collective bargaining representative of the CONTRACTOR'S Teamster bargaining unit employees; and GLU (LOCAL UNION), an affiliate of the Teamsters Downstate Illinois Construction Industry Negotiating Committee, which acts as the duly authorized representative of the TDICINC 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 2014-2017 Articles of Construction Agreement, CONTRACTOR acknowledges that TDICINC 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 TDICINC, 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 2014-2017 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 TDICINC, 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, 2014 the CONTRACTOR shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of forty three dollars and forty cents (\$43.40) per day. An employee must actually begin to work to receive the pension contribution for that day. Effective May 1, 2015 the daily pension contribution rate shall increase to forty five dollars and ten cents (\$45.10) per day. Effective May 1, 2016 the daily pension contribution rate shall increase to forty six dollars and ninety cents (\$46.90).

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.

5. CONTRACTORS may utilize staggered starting times between 6:00 A.M. and 8:00 A.M., at any intervals as determined by CONTRACTOR, with no overtime for early starts, except as may be required by law.

6. All jurisdictional disputes between or among building and construction trades unions and employers shall be settled and adjusted according to the present plan established by the Building and Construction Trades Department if all unions involved in the dispute are party to the plan. Decisions rendered shall be final, binding, and conclusive on CONTRACTOR and the LOCAL UNION.

7. Drivers of contractor-owned, leased or hired pick-up trucks shall be Teamsters, when hauling tools, materials, supplies, parts and equipment to and from and on the job site, except when used by CONTRACTOR'S supervisory personnel for their own transportation, or the transportation of workers and their tools on the job site, or for the use of a mechanic for the transportation of himself/herself, his/her tools and repair parts to a repair job and except survey trucks hauling surveyor and his/her tools and additional workers. A non-bargaining unit employee shall be permitted to move equipment on the job site, which is incidental to their duties. However, this is not intended for the purposes of transportation or distribution. Pick-up trucks owned by anyone other than the contractors will not be used for anything other than transportation of the owner.

8. If the LOCAL UNION enters into any collective bargaining agreement with

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AUG 26 2014

**CONTRACT
DEPARTMENT**

ILLINOIS HEAVY/HIGHWAY AGREEMENT

BETWEEN

Howell Paving, Inc.

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

PREAMBLE

Howell Paving, INC. 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.

EMPLOYER: HOWELL PAVING INC.
ACCOUNT NO.: 3844600-0206-135-A

ILLINOIS HEAVY/HIGHWAY AGREEMENT
LETTER OF UNDERSTANDING AND AGREEMENT

Contributions will be remitted to the Central States Health and Welfare Fund on behalf of all employees covered by the collective bargaining agreement. Employers do not have the option of selecting whether to participate in Central States Health and Welfare Fund. If they work under this agreement, a health and welfare contributions is required for each hour and employee works or is compensated.

Contributions will be remitted to the Central States Pension Fund on behalf of all employees covered by the collective bargaining agreement. Employers do not have the option of selecting whether to participate in Central States Pension Fund. If they work under this agreement, a pension contribution is required for each day an employee works or is compensated.

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 Health and Welfare Fund and 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.

Employer: HOWELL PAVING INC.
Redacted by U.S. Treasury

By: 

Title: PRESIDENT

Date: 5/10/15

LOCAL UNION NO. 135

Redacted by U.S. Treasury

By: 

Title: Secretary - Treasurer

Date: 7/14/15

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JUL 17 2015

CONTRACT
DEPARTMENT

AGREEMENT

Between

HUTCHENS MORTUARY

And

**MISCELLANEOUS DRIVERS, HELPERS, HEALTH CARE AND PUBLIC
EMPLOYEES LOCAL UNION NO. 610**

**Affiliated with the International
Brotherhood of Teamsters**

**July 1, 2013
Through
June 30, 2020**

RECEIVED

DEC 26 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

ARTICLE I ARTICLES OF AGREEMENT

THIS AGREEMENT, dated as of the 1st day of ___December___2013, between HUTCHENS MORTUARY., located at 675 Graham Road, Florissant, Missouri 63031, hereinafter called the "Employer", party of the first part, and MISCELLANEOUS DRIVERS, HELPERS, HEALTH CARE AND PUBLIC EMPLOYEES, LOCAL UNION NO. 610, affiliated with the International Brotherhood of Teamsters, 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..

ARTICLE II SCOPE OF AGREEMENT

Covering HUTCHENS MORTUARY, which owns, operates, rents or leases (as Lessee or Lessor) motor livery equipment consisting of hearses, limousines, flower cars and what is known to the funeral industry as first call equipment and all equipment that is driven for hire or for remuneration to the Funeral Home or Director.

PENSIONS

Section 1. Throughout the term of this Agreement, the Employer agrees to contribute \$373.20 weekly to the Central States, Southeast and Southwest Areas Pension Fund for each employee who has been on the payroll thirty days or more.

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, contributions shall not be paid for a period of more than one (1) month. 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.

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 the Southeast and Southwest Areas Agreement to which Employers who are party to this Agreement are also parties.

By the execution of this Agreement, the Employer enters into the appropriate Trust Agreements necessary for the administration of such Fund and designates the Employer Trustees under such Agreement hereby waiving all actions taken or to be taken by such Trustees within the scope of their authority.

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

With respect to non-regular employees, who work either temporarily or in cases of emergency, the parties agree that:

In the event that an individual employed on a non-regular basis as described above, works 1,000 hours or more in any twelve (12) month period, he/she will be considered a regular employee for the purpose of

participation in 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 Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

PRESCRIPTICARE

The Employer shall contribute to the Teamsters Local 610 Prescripticare Trust Fund (or to a designated insurance Company) which is to be administered jointly by the parties thereto, the monthly sum of \$65.00 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 which are parties hereto to enter into an appropriate trust agreement necessary for the administration of such fund, to the designated Employer Trustees under such agreement, hereby waiving all actions 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 two (2) months.

COLLECTIVE BARGAINING AGREEMENT

By and Between

Huth Ready Mix & Supply Company

-And-

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

May 1, 2014 – April 30, 2017

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MAY 01 2014

**CONTRACT
DEPARTMENT**

THIS AGREEMENT, made and concluded at Canton, Ohio, by and between HUTH READY MIX & SUPPLY COMPANY party of the first part and 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:

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 employees of the Employer performing work, labor or other duties in the service of the Employer under the classifications described in Section 2 – Employees Covered.

Section 2 – Employees Covered The Union jurisdiction shall be understood to extend to Truck Drivers, Driver-Helpers, Warehousemen, Yardmen, and Crane Operators.

Section 3 – 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 or transaction as herein described. In the event the Employer fails to give the notice herein required and 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 Agreement.

ARTICLE 25 – Pension Plan

Effective May 1, 2014 the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, \$140.20 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective May 1, 2015 the contribution will be increased to \$148.60. Effective May 1, 2016 the contribution will be increased to \$154.50

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 this contract to which the Employer is a party.

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 funds, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

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 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 compensation 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 Agreement shall not be covered by the provisions of this paragraph.

**HUTH READY MIX & SUPPLY CO.
ACCOUNT NO. 3908900-0100-92-A**

LETTER OF UNDERSTANDING AND AGREEMENT

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 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.

GENERAL TRUCK DRIVERS AND
HELPERS UNION LOCAL NO. 92

Redacted by U.S. Treasury

Redacted by U.S. Treasury

Date

HUTH READY MIX & SUPPLY COMPANY

Redacted by U.S. Treasury

Date

5-1-14

RECEIVED

MAY 01 2014

CONTRACT
DEPARTMENT

AGREEMENT

BETWEEN

**HUTTIG BUILDING PRODUCTS, INC.
ELKHART, INDIANA**

AND

TEAMSTERS LOCAL UNION NO. 364



RECEIVED

APR 22 2013

CONTRACT
DEPARTMENT

Covering the period from April 1, 2013 to and including March 31, 2016

**ARTICLES OF AGREEMENT
HUTTIG BUILDING PRODUCTS, INC.
04-01-2013 THROUGH 03-31-2016**

THIS AGREEMENT severally made and entered into between HUTTIG BUILDING PRODUCTS, INC. hereinafter referred to as the "Employer" or "Company", and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 364, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

PREAMBLE

It is the intention of this Agreement to establish and preserve harmonious relations between Employer, its employees, and the Union for the mutual benefit of all. Employer and the Union agree that full cooperation between the Union, Employer and its employees is necessary in order that Employer may secure and sustain maximum productivity by each employee during the term of this Agreement. The Union is in accord with the objective of achieving the highest level of employee performance and efficiency consistent with safety, good health and sustained effort. The Union, Employer and the employees all recognize that prompt and effective service to the customers in a courteous manner is essential to the continued success and profitability of Employer and that true job security can only be found in Employer's continued ability to satisfy its customers' demands.

WITNESSETH

That in consideration of the mutual promises and undertakings in good faith made by both parties to this Agreement, the parties hereto do hereby agree as follows:

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 who decide to join the Union covered by this Agreement.

Section 2. The Employer agrees not to direct or require their employees, or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units, 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 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 31st day following the beginning of their employment or the 31st day following the effective date of this clause, whichever is the later.

Membership in the Union is not compulsory. Employees have the right to join, maintain, or drop membership in the union as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards to such matters.

contributions shall not be paid for a period of more than six (6) months). The Employer agrees to bear the responsibility for the full contribution regardless of whether the Employer can collect co-pays from employees. The Employer has the authority to collect all owed premiums from the employee's pay.

ARTICLE 26 **PENSION**

Section 1. The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the dollar amounts stated in Exhibit B below for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Exhibit B

<u>Effective Date</u>	<u>Employer Weekly Contribution</u>
April 1, 2013	\$115.00
April 1, 2014	\$119.60
April 1, 2015	\$124.40

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.

ARTICLE 27 **JURY DUTY**

The Employer agrees to pay an employee who serves as a 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 practicable.

3914 300-0102-391.4

HYDRO CONDUIT CORPORATION d/b/a RINKER
MATERIALS,

CONCRETE PIPE DIVISION
Thomasville, North Carolina

AND

TEAMSTERS LOCAL UNION NO. 391
affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

July 1, 2011 – June 30, 2016

RF

JAN 08 2012

GOV.
DEPARTMENT

PREAMBLE

THIS AGREEMENT is entered into by and between Hydro Conduit Corporation, d/b/a Rinker Materials, Concrete Pipe Division, for its plant located in Thomasville, North Carolina (hereinafter referred to as the "Company" and/or "Employer"), and Teamsters Local 391 affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the "Union").

ARTICLE 1 DECLARATION OF PURPOSE

The purpose of this Agreement is to ensure industrial peace by setting forth herein rates of pay, hours of work and conditions of employment to be observed between the parties hereto. The parties hereto recognize that only with mutual understanding, harmony and cooperation among employees, and between employees and the Employer, and with uninterrupted operation, it is possible to conduct the Company's business with the economy and efficiency indispensable to its existence and to the best interests of its employees, clients and customers.

ARTICLE 2 UNION RECOGNITION

As and to the extent required by and only for the purposes of Section 9 of the National Labor Relations Act, the Company recognizes the Union as the sole collective bargaining agent for all employees in the job classifications defined in Appendix "A" who are employed at the Employer's Randolph Street and Blair Street Facilities in Thomasville, NC, as certified in Case No. 11-RC-6054 by the National Labor Relations Board, Region II, excluding all office clerical employees, packerhead foreman, dri-cast foreman and supervisors as defined in the Act.

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

ARTICLE 3 CHECKOFF AND UNION REPRESENTATIVE

Section 1 During the life of this Agreement the Company agrees to deduct Union membership initiation fees, dues and assessments or re-initiation fees levied by the Union in accordance with the Constitution and Bylaws of the Union, from the first pay of each month from each employee who executes or has executed "Authorization for Check-off of Dues" form, providing this form meets all the requirements of the Labor Management Relations Act, and said form has been presented to the Company for its files.

Section 2 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability of any kind whatsoever which may arise out of or by reason of action taken or omitted by the Employer in reliance upon Authorization Cards for the deduction of Union dues and initiation fees.

ARTICLE 4 NONDISCRIMINATION

The Company and Union agree that there shall be no discrimination against any employee because of such employee's race, creed, color, religion, sex or national origin or to the extent required by the Americans With Disabilities Act, physical or mental disability where the employee is otherwise qualified to perform the work required, or other applicable laws.

ARTICLE 5 MANAGEMENT'S RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains solely and exclusively all of its inherent rights to manage the business just as such right existed prior to the execution of this Agreement with the Union.

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 weekly contributions for a period of four (4) weeks beginning with the first week after contributions for active employment ceases.

Should the new owners of Hydro Conduit Corporation, d/b/a Rinker Materials Concrete Pipe Division, implement a new Health and Welfare Plan to replace the current Company sponsored "Flexible Benefits Plan", the Company and the Union will meet to discuss whether or not this plan will be a benefit to the employees.

ARTICLE 28 PENSION

Effective July 3, 2011, the Company shall contribute to the Central States, Southeast and Southwest Pension Fund, the sum of thirty-nine dollars and sixty cents (\$39.60) per week for each active regular employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Similarly, the Company will contribute the sum of forty-two dollars (\$42.00) effective July 1, 2012 forty-three dollars and seventy cents (\$43.70) effective June 30, 2013, forty-five dollars and forty cents (\$45.40) effective June 29, 2014 and forty-seven dollars and twenty cents (\$47.20) effective June 28, 2015.

In the event the Pension Fund requires additional contributions for any reason including but not limited to funding short falls, surcharges, audit requirements, the additional contributions will be reallocated from employee wages. The Union will provide the Company with at least sixty (60) calendar days of notice in writing of all proposed reallocation of wages into employee contributions.

ARTICLE 29 EXAMINATION FEES

Any physical examination or test required by the Company or law shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such physical examinations and time spent. The Employer will also pay for the physical examination and drug screen for applicants for employment, provided the person signs an authorization for the Company to deduct the cost of such exams from their final paycheck, if the employee voluntarily quits within the first two (2) months of his/her employment.

ARTICLE 30 SANITARY CONDITIONS

The Company agrees to maintain clean, sanitary washrooms with hot and cold water, with toilet facilities. Employees shall be responsible to help maintain clean and sanitary conditions, as they use these facilities.

ARTICLE 31 SEPARABILITY AND SAVINGS

Section 1 Validity of Agreement: If an article or section of the Agreement should be held invalid by operation of law by a 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 Agreement and of any rider hereto, 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 Emergency Re-opening: In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the Company 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.

Labor - Management Agreement

between

I.E.I. Barge Services

and



Teamsters Local Union No. 120

March 29, 2015 through March 28, 2019

RECEIVED

MAY 06 2015

**CONTRACT
DEPARTMENT**

LABOR-MANAGEMENT AGREEMENT

This Agreement is made by and between I.E.I. BARGE SERVICES, an Iowa corporation (hereinafter referred to as "Company"), and TEAMSTERS LOCAL UNION NO. 120, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union"), on behalf of the employees in the bargaining unit recognized and described in Article I of this Agreement.

ARTICLE 1 - RECOGNITION

The Company recognizes the Union as the sole collective bargaining representative of all of its employees engaged in the loading and unloading of commodities in the operation at East Dubuque, Jo Daviess County, Illinois, but excluding all office, clerical, inside weighing clerks and seasonal employees.

In the event the entire business operation, or any part, covering the work of any one or more employees presently in the bargaining unit, is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceedings, the Employer agrees to give written notice to the purchaser, lessee, transferee or assignee, of the existence of this Agreement and a copy of the same to the Union at least thirty (30) days before the sale, transfer, lease or assignment takes place.

Should the present business operation, or any part thereof, covering the employment of any one or more of the members in the bargaining unit be moved to a new location, the same shall continue to be covered by the terms of this Agreement for the life hereof.

In the event there is a change in ownership of the business during the term of this Agreement, the Employer agrees to inform the successor employer of the existence of this collective bargaining agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

The Union recognizes that the Company is vested exclusively with the management of its business, the direction of all work, and the working force, for which functions the Company retains full rights and powers. Without limiting the generality of the foregoing, this includes the right to plan, direct and control all operations, hire, assign employees to work, transfer employees from one job to another or one department to another, either within or without their respective job classifications, to promote, demote, discipline, suspend or discharge employees for proper cause, to relieve employees from duty because of lack of work or any other legitimate reasons, to introduce new or improved work methods or facilities, or to change existing work methods or facilities, to determine the size of the work force, to allocate and assign work to workers, to determine policies affecting the selection of employees, to establish quality standards and to judge workmanship required and to make and enforce reasonable rules to carry out the functions of management, except to the extent this Agreement specifically provides otherwise.

ARTICLE 14 - HEALTH AND WELFARE

Section 1 Effective March 29, 2015, the Company shall contribute to a fund sufficient to maintain the M9 Plan which is to be administered jointly by the board of Trustees of the Central States, Southeast and Southwest Areas Health and Welfare Fund, the sum of \$311.70 per week for each employee covered by this Agreement who has been on the payroll 30 days or more. Effective March 27, 2016, the Company shall contribute to the Fund up to the sum of \$342.50 per week for each employee covered by this Agreement who has been on the payroll 30 days or more. Effective March 26, 2017, the Company shall contribute to the Fund up to the sum of \$376.40 per week for each employee covered by this Agreement who has been on the payroll 30 days or more. Effective March 25, 2018, the Company shall contribute up to the sum of \$432.86 per week for each employee who has been on the payroll 30 days or more. Effective March 29, 2015, the single payment will be converted to \$1.74 per hour.

Section 2 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 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 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 one month. 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. If an employee is laid-off, the Company shall continue to make the required contributions for a period of one (1) week.

Section 4 The Company shall not be obligated to make any Health and Welfare payments to or on behalf of seasonal employees and office and clerical employees as specified in Employee Classifications #2 and #3.

Section 5 Either party may re-open Article 14 of this Agreement (Health and Welfare) if a health and welfare plan is available at less cost than the Central States M9 Plan. Such plan would need to have the benefits equal or greater than the M9 Plan. Any cost savings would be shared equally by the employees and the Employer.

ARTICLE 15 - PENSION PLAN

Section 1 Effective March 29, 2015, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$121.00 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective March 29, 2016, the weekly contribution shall be \$125.80. Effective March 29, 2017, the weekly contribution shall be \$130.80. Effective March 29, 2018, the weekly contribution shall be \$136.00.

Section 2 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 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.

Section 4 Contributions to the Pension Fund must be made for each employee within Employee Classification #1 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. The Company shall not be obligated to make any pension Fund payments to or on behalf of the seasonal employees and office and clerical employees as specified in Employee Classifications #2 and #3.

ARTICLE 16 - STEWARD

Section 1 The Company recognizes the right of the Union to designate a job steward.

Section 2 The authority of a job steward 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 handle goods or any other interference with the Company's business.

A job steward shall have no authority to take strike action, or any other action interrupting the Company's business, except as authorized by official action of the Union.

I – GO VAN & STORAGE

Omaha, Nebraska

RECEIVED

SEP 19 2014

**CONTRACT
DEPARTMENT**

April 1, 2014 through March 31, 2017

I-Go Van and Storage (Omaha)

THIS AGREEMENT is made and entered into at Omaha, Nebraska by and between I-GO VAN & STORAGE CO. of Omaha, Nebraska hereinafter referred to as the "Employer," and GENERAL DRIVERS AND HELPERS UNION LOCAL NO. 554 of Omaha, Nebraska, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union," for the employees within the classifications hereinafter designated who are in the employ of the Employer.

This Agreement shall bind the heirs, administrators, executors, successors, and assigns of both parties for the period set out in this Agreement.

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof, including rights only. Such notice shall be in writing with a copy to the Local Union at the time the seller, transferor or lessor executes a contract or transaction as herein described. The Local Union shall also be advised of the exact nature of the transaction, not including financial details.

This Agreement shall apply to all employees covered by the classifications named in the Agreement who are employed by the Employer.

This shall be the sole Agreement between the Union and the Employer.

WITNESSETH:

WHEREAS, the parties have a common interest in the promotion of harmonious relationships and desire to promote mutual confidence between the Employer and the Union and to improve public relations;

NOW; THEREFORE, in consideration of the premises and provisions herein contained, the parties have agreed as follows:

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 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 employees as defined in Appendix "A".

Section 3. The employer agrees that it will not sponsor or promote, financially or otherwise, any labor organization or group with the employees for the purpose of

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.

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 contributions for a period of four (4) weeks.

Section 5. Contributions to the Health and Welfare Fund must be made for each week worked by each regular employee, even though such employee may have worked 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.

Section 6. 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. Action on delinquent contributions may be instituted by either the Local Union, the Area Region or the Trustees. Employers who are delinquent must also pay all attorneys fees and cost of collection.

ARTICLE 18

PENSION

Section 1. The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund There shall be no other pension fund under this Agreement for operations under this Agreement. Contributions will be remitted to the Central States Pension Fund on behalf of any employee, other than a casual, part-time, seasonal, or temporary 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 casual, part-time, seasonal, or temporary employee works 1,000 hours or more in any one 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 non casual, part-time, seasonal, or temporary employees.

Effective April 1, 2014 the weekly contribution shall be \$111.90

Section 2. By the execution of this Agreement, the Employer authorizes the Employer's Association of the Central States, Southeast and Southwest Areas 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 3. Contributions to the Pension Fund must be made for each week during which each regular seniority list employee works, 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.

Section 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 twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect sufficient monies from the employee to pay the required contributions into the Pension Fund during the period of absence.

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 contributions for a period of four weeks.

Section 6. Notwithstanding anything herein contained, it is agreed that if the Employer is delinquent at the end of a period in the payment of the contributions 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 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. It is further agreed that if such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

ARTICLE 19

TIME RECORDS

The Employer agrees to maintain a satisfactory means of recording the starting and quitting time of all employees and to require all employees coming under the jurisdiction of this Agreement use the same, the records of which shall be accessible to the business representative of the Union at any time.

ARTICLE 20

LEAVE OF ABSENCE

Section 1. Any employee desiring a leave of absence from the job shall secure written permission from both the Employer and the Union. Any employee who cannot return on expiration date of the leave must notify both the Union and the Employer in writing or by wire at least twenty-four (24) hours before leave expires. No employee shall be granted a leave of absence for more than ninety (90) days in any one year. If it becomes necessary for the employee to have an additional leave for some unusual purpose, the granting of such leave shall be subject to the approval of both the Union and the Employer.

**I GO VAN
&
STORAGE COMPANY

SIOUX CITY, IOWA**

April 1, 2014 to March 31, 2017

RECEIVED

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**CONTRACT
DEPARTMENT**

THIS AGREEMENT is made and entered into at Sioux-City, Iowa by and between I-GO VAN AND STORAGE COMPANY, of Sioux City, Iowa hereinafter referred to as the "Employer" and GENERAL DRIVERS AND HELPERS UNION LOCAL NO. 554 of Omaha, NE, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union", for the employees within the classifications hereinafter designated who are in the employ of the Employer.

This Agreement shall bind the heirs, administrators, executors, successors, and assigns of both parties for the period set out in this Agreement.

The Employer shall give notice of the existence of this Agreement to any purchasers, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof, including rights only. Such notice shall be in writing with a copy to the Local Union at the time the seller, transferor or lessor executes a contract or transaction as herein described. The local union shall also be advised of the exact nature of the transaction, not including financial details.

This Agreement shall apply to all employees covered by the classifications named in the Agreement who are employed by the Employer.

WITNESS

WHEREAS, the parties have a common interest in the promotion of harmonious relationships and desire to promote mutual confidence between the Employer and the Union and to improve public relations:

NOW, THEREFORE, in consideration of the premises and provisions herein contained, the parties have agreed as follows:

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 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 employees as defined in Appendix "A".

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 representative of the Union.

ARTICLE 18

PENSION

Section 1. The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement. Contributions will be remitted to the Central States Pension Fund on behalf of any employee, other than a casual, part-time, seasonal, or temporary 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 casual, part-time, seasonal, or temporary employee works 1,000 hours or more in any one 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 non casual, part-time, seasonal, or temporary employees.

Effective April 1, 2014 the weekly contribution shall be \$111.90

Section 2. By the execution of this Agreement, the Employer authorizes the Employer's Association of the Central States, Southeast and Southwest Areas 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 3. Contributions to the Pension Fund must be made for each week during which each regular seniority list employee works, 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.

Section 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 twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect sufficient monies from the employee to pay the required contributions into the Pension Fund during the period of absence.

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 contributions for a period of four weeks.

Section 6. Notwithstanding anything herein contained, it is agreed that if the Employer is delinquent at the end of a period in the payment of the contributions 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

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. It is further agreed that if such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

ARTICLE 19

TIME RECORDS

The Employer agrees to maintain a satisfactory means of recording the starting and quitting time of all employees and to require all employees coming under the jurisdiction of this agreement to use the same, the records of which shall be accessible to the business representatives of the Union at any time.

ARTICLE 20

LEAVE OF ABSENCE

Section 1. Any employee desiring a leave of absence from the job shall secure written permission from both the Employer and the Union. No employee shall be allowed to return to work until full time is up on leave. Any employee who cannot return on expiration date of leave must notify both the Union and the Employer in writing or by wire at least twenty-four (24) hours before leave expires. No employee shall be granted a leave of absence for more than thirty (30) days in any one year. If it becomes necessary for the employee to have an additional leave for some unusual purpose, the granting of such leave shall be subject to the approval of both the Union and the Employer. No employee shall enter the employment of any other company while on leave of absence.

Section 2. Failure on the part of any employee to comply with the provisions of this clause shall result in the complete loss of seniority rights of the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

ARTICLE 21

PHYSICAL EXAMINATION

Prior to entering the employ of the Employer, the prospective employee shall submit to a physical examination by a physician selected by the Employer. If the Employer requires a regular employee to take a physical examination, such examination shall be made by a physician selected by the Employer and at the expense of the Employer. A duplicate copy of the physician's report shall be furnished to the Union when requested.

AGREEMENT

JULY 1, 2014 THRU JUNE 30, 2018

AGREEMENT BY AND BETWEEN

IRVING MATERIALS INC.

AND

THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, GENERAL DRIVERS LOCAL UNION NO. 89

LOUISVILLE, MIDDLETOWN, SHELBYVILLE
AND SHEPHERDSVILLE, KY. PLANTS

RECEIVED

AUG 04 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, by and between IRVING MATERIALS, INC. (imi), hereinafter called the "Company," and INTERNATIONAL BROTHERHOOD OF TEAMSTERS, GENERAL DRIVERS LOCAL UNION NO. 89, acting as the collective bargaining agency for its members in the classification of employees named in Article IX hereof, who are employed by the Company, hereinafter called the "Union,"

W I T N E S S E T H: 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 **DECLARATION OF INTENT**

Section 1 - Declaration of Intent

This Agreement is solely and strictly intended as a declaration of the rights and privileges of the parties and of the duties and obligations which each assumes toward the other. It shall not be construed or used in such manner as to alter the relationship between the Company and the Union because of the acts or failure to act of others who are not parties to this Agreement.

Section 2 - Coverage

The territory covered by this Agreement shall be the Kentucky territory defined as Louisville and Middletown, in addition to driving personnel at the Shelbyville and Shepherdsville locations. The operations covered thereby are the hauling by truck of any building materials, such as, but not limited to, Ready-Mix concrete, and related building supplies, reinforcing steel, building specialties, and any other materials, customarily classed and known as building materials.

ARTICLE II **EXCLUDED EMPLOYEES**

Section 1 - Excluded Employees

The classes of employees not covered by this Agreement are as follows: Superintendent, Assistant Superintendent, Foreman, Dispatcher, Mechanics, Batch Operations, Clerical Employees and Watchmen and any other employees not specifically agreed to. Contract benefits are intended only for those classes of employees as specifically listed under Section 1 of Article IX.

Section 3 - Effect of Time Off Due to Injury on Job

Time lost through injury incurred while in the performance of assigned duties shall accrue to vacation credit.

Section 4 - Vacation Pay Earned But Not Taken

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

Section 5 - Exhibit "A"

See Exhibit "A", Page 30.

ARTICLE VIII
GROUP INSURANCE AND PENSION

The Company and Union having made a Group Insurance and a Pension Plan available for certain employees covered under this Agreement, and the Company having participated in said plan, it is further agreed:

Section 1 - Group Insurance - Who Covered

The Company agrees to make Central States Plan B health insurance available and to maintain contributions at the rates established below for full time employees covered by this Agreement who have been employed a minimum of a 30 calendar day period and whose name appears on the Company's payroll at least once in that week:

1 st year	=	\$209.60 per week
2 nd year	-	\$209.60 per week
3 rd year	-	\$209.60 per week
4 th year	=	\$209.60 per week

Any increase in insurance premiums above these established rates shall be paid by the employee through weekly payroll deductions.

In addition, Company will contribute up to six (6) months when employee is off work for an on-the-job injury, provided Company is notified immediately of such injury. However, such injury must meet requirements outlined by the Kentucky Worker's Compensation Act. Any employee who is off work for any reason must make arrangements to pay the entire group insurance premium hereunder when same becomes due and payable; provided, however, that the Company will pay the premium for the insurance coverage hereunder for a period of six (6) weeks following the date in which the employee is laid off due to lack of work provided, such employee has worked at least ten (10) weeks in a contract year prior to lay-off. In addition, company will maintain the premium for any illness or injury requiring extended periods of time away from the job. These circumstance's require a letter from their attending physician.

Section 2 - Pension Plan

During the term of this Agreement the Company shall contribute to the Teamsters Pension Fund, to be administered by the duly selected trustees thereof, the respective sum per week indicated in the following table for each regular employee (whose name appears at least once on the payroll that week) covered by this Agreement who has worked 45 days within a 90 calendar day period or after the employee has been employed for 120 calendar days, whichever comes first.

<u>Period</u>	<u>Weekly Payment</u>
1 st year of contract	\$140.20
2 nd year of contract	\$148.60
3 rd year of contract	\$154.50
4 th year of contract	\$160.70

Any costs above the established rate shall be supplemented through employee payroll deductions.

The Company shall be responsible to pay the full cost of the coverage to the Fund and the employee. contributions above the established Company contribution rates will be made through payroll deduction.

The Company agrees to accumulate the said weekly payments on a four week basis, and to remit the aggregate of such accumulated payments as directed by the trustees of the Fund, and agrees to accompany each remittance with a list enumerating the employees by name for whom the remittances are made, and further agrees to furnish the Local Union a copy of said lists.

Section 3 - Pension Plan

In the event the Company is delinquent with its remittances 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 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 weekly payments due or allegedly

due. It is understood that the Board of Trustees of the Funds 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 premiums. If no new plan is adopted, the Company shall pay the covered employees as wages, the equivalent of said payments.

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 the Agreement.

Section 4 - Preparation of Claims - Duty of Employer

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 payments at the rates shown on the Table, in Section 2 hereof, for each employee covered and forwarding of the aggregate of the weekly 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 5 - Tax Aspect of Contributions

If the Company's contributions to either the Group Insurance or the Pension Fund is held to be non-deductible as a business expense for the purpose of Federal or State taxation during the term of this Agreement, the 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.

Section 6 - Temporary, Casual or Emergency Employees

Temporary, casual, extra or emergency employees who work under this Agreement shall not be covered by the Group Insurance Plan or the Pension Plan.

AGREEMENT

NOVEMBER 30, 2012 THRU DECEMBER 1, 2015

AGREEMENT BY AND BETWEEN

IRVING MATERIALS INC.
NEW ALBANY, IN

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
GENERAL DRIVERS LOCAL UNION NO. 89

RECEIVED

JUN 05 2014

CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT, by and between IRVING MATERIALS INC., (imi) hereinafter called the "Company," and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, GENERAL DRIVERS LOCAL UNION NO. 89, acting as the collective bargaining agency for its members in the classification of employees named in Article II 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. DECLARATION OF INTENT

This Agreement is solely and strictly intended as a declaration of the rights and privileges of the parties and of the duties and obligations which each assumes toward the other. It shall not be construed or used in such manner as to alter the relationship between the Company and the Union because of the acts or failure to act of others who are not parties to this Agreement.

ARTICLE II. RECOGNITION

Section 1. The Company agrees to recognize the Union as the exclusive bargaining agency for all full-time ready-mix drivers and loader operators employed for the ready-mix concrete plant only. All other employees will be excluded from the provisions of this Agreement.

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JUN 05 2014
CONTRACT
DEPARTMENT

ARTICLE XIX. PENSIONS

Section 1. During the term of this Agreement, the Company shall contribute to the Teamsters Pension Fund, to be administered by the duly selected trustee thereof, amounts based on the 2000 Plan until the contract expires for each employee (whose name appears on the payroll that week) covered by this Agreement who has been employed a minimum of thirty (30) days within any ninety (90) consecutive day period for the Company:

Rates per week: 1st Year of Contract- \$124.80

2nd Year of Contract- \$124.80

3rd Year of Contract- \$124.80

Any increase in Pension premiums above the established rates shall be paid by the employee through payroll deductions. The company shall be responsible to pay the full cost of the coverage to the Fund and the employee contribution will be made by payroll deduction.

Section 2. 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 such 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 lists.

Section 3. In the event the Company is delinquent with its remittances 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 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 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 premiums. If no new plan is adopted, the Company shall pay the covered employees, as wages, the equivalent of said payments.

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 Company Trustee of the Trust Agreement.

The Company hereby waives notice of all such lawful actions of said Company Trustee and agrees to be bound by the lawful actions of such Company Trustee made within the scope of their lawful authority except as otherwise limited in this Agreement.

Section 4. 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 payments at the rates that are outlined in Section 1 of this Article, for each employee covered and the forwarding of the aggregate of the weekly payments at such intervals as may be determined by the trustees of the Fund. The Company agrees to fill out the Company portion of the claim blanks when presented.

Section 5. Tax Aspect of Contributions. If the Company's contribution to the Pension Fund is held to be non-deductible as a business expense for the purpose of Federal or State taxation during the term of this Agreement, the Company may cease payment to said Fund and at such time further negotiations will take place between the parties with respect to the Pension Plan.

Section 6. Temporary or Emergency Employees. Temporary or emergency employees who work under this Agreement shall not be covered by the Pension Plan.

ARTICLE XX. CLASSIFICATIONS, RATES OF PAY,
PREMIUM PAY, EXPENSE ALLOWANCE

Section 1. The classes of employees covered hereby and the respective guaranteed hourly pay rates as follows:

<u>Classifications</u>	<u>12/1/12</u>	<u>12/1/13</u>	<u>12/1/14</u>
All Ready-Mix Drivers	\$20.00	\$20.00	\$20.00
Hi-Lift or Dozer Operators	\$20.00	\$20.00	\$20.00
Wages for Drivers hired after 12-1-2012	\$15.50	\$15.50	\$15.50

Section 2. A reasonable expense allowance for necessary food and lodging shall be paid to those employees who are required to be out of town overnight, if so instructed and so authorized by their respective Company, upon the employee turning in the proper receipts.

**COLLECTIVE BARGAINING
AGREEMENT**

By and Between

IRVING MATERIALS, INC.
Ft. Branch, Indiana

and

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

Effective March 22, 2014
to
March 22, 2017

RECEIVED

MAY 12 2014

CONTRACT
DEPARTMENT

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between **IRVING MATERIALS, INC. (IMI), FT. BRANCH CONCRETE COMPANY** hereinafter called the "Company," and **CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 215**, Evansville, Indiana, affiliated with the International Brotherhood of Teamsters, acting as the collective bargaining agent for its members in the classification of employees named in Article 9 hereof, who are employed by the Company, hereinafter called the "Union".

ARTICLE 1

Purpose and Intent

Section 1. DECLARATION OF INTENT: This Agreement is solely and strictly intended as a declaration of the rights and privileges of the parties and of the duties and obligations which each assumes toward the other. It shall not be construed or used in such manner as to alter the relationship between the Company and the Union because of the acts or failure to act of others who are not parties to this Agreement.

Section 2. COVERAGE: The operations covered are the hauling by truck of ready mixed concrete.

ARTICLE 2

Excluded Employees

Section 1. The classes of employees not covered by this Agreement are as follows: Superintendent, Assistant Superintendent, Foreman, Dispatcher, Batch men, Clerical Employees, Mechanics, Yard/Loader Man and Watchmen, all of which are direct managerial representatives. Contract benefits are intended only for those classes of employees as specifically listed under Section 1 of Article 9.

ARTICLE 3

Union Security and Checkoff

Section 1. RECOGNITION AND CHECKOFF: The Company agrees to recognize Local No. 215 as the sole bargaining agent for all employees covered by this Agreement and further agrees that it shall deduct the Union dues and initiation fees payable from those employees who deliver to the Company a written signed assignment on a form supplied by the Union directing the Company 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 by the 30th of each month.

Section 2. If any employee is absent because of illness, off-the-job injury or vacation, the Employer shall continue to make the required contribution for a period of five (5) weeks. If an employee is injured on the job, the Employer shall continue to make the required contributions until such employee returns to work, but not exceed six (6) months..

If an employee is granted a leave of absence or is temporarily laid off, the Employer shall continue to make the required contributions, but for no longer than four (4) weeks, which amount shall be deducted from the employee's earnings, prior to his taking a leave of absence or being temporarily laid off; provided, however, that the employee shall give the Employer a signed deduction slip authorizing the Employer to make such deductions.

However, to be eligible, the employee must meet other probationary requirements as set forth in this Agreement.

PENSION PLAN

Section 1. Effective March 22, 2011, 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 March 23, 2014- \$123.90 per week
Effective March 23, 2015 - \$131.30 per week
Effective March 23, 2016 - \$136.60 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 and Southwest Areas Agreement to which employers who are party to this Agreement are also parties. By the execution of this Agreement, the Employer authorizes the 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 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. 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, on each regular, part-time, or extra employee, even though such regular, part-time or extra employee may work only part-time, including weeks where no work is performed, unless such regular, part-time or extra employee is laid off and given separation papers. 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 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 employees for the losses resulting therefrom.

Section 5. Employees who work in cases of emergency under the terms of this contract shall not be covered by the provisions of this Article.

ARTICLE 9

Classifications, Rates of Pay, Weekly Guarantee, Pay Day, Work Day, Work Week, Starting Times, Overtime and Shift Work

Section 1. CLASSIFICATIONS - RATES OF PAY - WEEKLY GUARANTEE:

<u>Classifications</u>	<u>3/22/14</u>	<u>3/22/15</u>	<u>3/22/16</u>
Ready-Mix Truck Drivers	\$18.05	\$18.05	\$18.40

*New Hires start at \$16.05 per hour, gaining \$.50 per hour plus contractual raise every year until the employee reaches the current rate.

Section 2. EXPENSE ALLOWANCE: A reasonable expense allowance for necessary food and lodging shall be paid to those employees who are required to be out of town overnight if so instructed and so authorized by the Company and shall be paid upon the employee turning in the proper receipts.

Section 3. PAY DAY: Pay day is to be established by the Company, not more than five days after close of the fiscal week, on which day the pay of each regular employee is to be ready on the regular pay day at the time the employee is sent home, he shall be paid for the time he is kept waiting. Unforeseen circumstances outside the company's control shall be omitted. Pay Day shall be on Thursday.

Section 4. PAYMENT FOR WEEK - PAY WHEN DISCHARGED: The wages of all employees covered by this Agreement shall be paid in full each week. In case of discharge, the employee's last pay check will be paid on the next scheduled check after discharge and mailed to

COLLECTIVE BARGAINING AGREEMENT

By and Between

IRVING MATERIALS, INC.

Evansville, Indiana

and

CHAUFFEURS, TEAMSTERS AND HELPERS

LOCAL UNION NO. 215

Evansville, Indiana

Effective March 31, 2013

through

March 30, 2016

RECEIVED

MAY 28 2013

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT is made and entered into by and between **IRVING MATERIALS, INC.**, 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").

THIS AGREEMENT shall cover the employees employed by the Employer in Evansville, Indiana, at the following plant locations: IMI-Mt. Vernon Plant, IMI-Evansville Lloyd Plant and IMI-Evansville Oak Grove Plant.

ARTICLE I

Grievance and Arbitration

Section 1. Employees covered by this Agreement shall not slow down, cease work, strike or be locked out during the term of this Agreement.

This Article does not deny to the Union the right to authorize a strike nor does it deny to the Company the right to a lockout in any instance in which the opposite party fails to place an arbitrator's final award into effect within fifteen (15) days from the receipt of the award or the effective date of compliance, if any, contained in the award, whichever date occurs last, unless extended by mutual agreement between the Union and the Company.

Section 2. The Company and the Union recognize that from time to time misunderstandings and disputes may arise under this Agreement. Steps 1, 2, and 3 to follow may take place during regularly scheduled working hours. If the grievance is not paid by the Company the grievant will not be paid the time to hear the grievance unless the grievant wins the grievance. The following procedure is agreed to as an orderly method of resolving and mutually settling all such grievances or disputes that may arise:

STEP 1. The grievant shall take the grievance up with his immediate supervisor no later than five (5) days from the date the employee first learned of it or ten (10) days from the date on which the grievance first arose, whichever date is earlier. If not settled, the grievance or dispute shall be processed as provided in Step 2.

STEP 2. The grievant shall, no later than the third work day immediately following Step 1, refer the grievance to his Union Steward, in writing, setting forth the nature of the grievance and handling, and sending a copy of the written grievance to the Company. The Steward and grievant shall, within the immediate next five (5) working days, meet with the Department Supervisor and attempt to settle the grievance dispute. If not settled, the grievance or dispute shall be processed as provided in Step 3.

ARTICLE XXII

Pension Plan

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 active payroll for thirty (30) days or more.

Effective March 31, 2013 - \$4.26 per hour on all hours for which an employee is compensated.
Effective March 31, 2014 - \$4.43 per hour on all hours for which an employee is compensated.
Effective March 31, 2015 - \$4.61 per hour on all hours for which an employee is compensated.

Section 2. This Fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southeast and Southwest Areas Agreement to which Employers who are party to this Agreement are also parties. By the execution of this Agreement, the Employer authorizes the 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 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. Contributions to the Pension Fund must be computed weekly and paid each four (4) or five (5) week period, as designated in Report and Remittance Form for the Pension Fund, on each regular employee even though such regular employee may work only part-time, including weeks where no work is performed, unless such regular employee is laid off and given separation papers. 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 contributions 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 the Pension Fund 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.

Section 5. 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 XXIII

Savings Clause

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 shall be declared invalid or inoperative by any tribunal or competent jurisdiction. In such event, the Union or the Employer may, at its option, require renegotiation of such provisions for the purpose of adequate replacement thereof, reserving the right of legal and economic recourse in the event agreement cannot be reached in such renegotiation.

ARTICLE XXIV

Examinations

Section 1 The Employer agrees that if a physical or other type of examination is necessary to determine the employee's ability to perform his job, the Company will pay for the examination and for lost time due to such examinations. It is further agreed that the Company will select the time, place and doctor for such examinations.

Section 2. No employee shall be required to take any form of lie detector or polygraph test as a condition of continued employment.

ARTICLE XXV

Scholarship and Educational Trust Fund

The Employer agrees to pay to the Teamsters Local 215 Scholarship and Educational Trust Fund the amount of (\$2.00) per week worked by each employee and check to be mailed to P.O. Box 1040, Evansville, IN 47706.

CONTRACT

BY AND BETWEEN

**IRVING MATERIALS, INC.
KOKOMO, INDIANA**

AND

**TEAMSTERS LOCAL UNION NO. 135
1233 SHELBY STREET
INDIANAPOLIS, INDIANA 46203**

AFFILIATED WITH

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA**

APRIL 1, 2015

THROUGH

MARCH 31, 2018

RECEIVED

MAY 27 2015

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement is made and entered into this 8th day of March, 2012, by and between Irving Materials, Inc. (hereinafter referred to as the "Company") and the Teamsters, Warehousemen, Local Union No. 135, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or its successors (hereinafter referred to as the "Union").

ARTICLE 1 - UNION RECOGNITION

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

Section 2. The term "employee" as used in this Agreement shall include all ready mix truck drivers. All other employees are excluded, such as, but not limited to, clerical employees, watchmen, janitors and direct managerial representatives, such as dispatcher, foremen and superintendents.

ARTICLE 2 - UNION SECURITY AND CHECK-OFF

It is understood that the language in Article 2, Section 1 is only effective to the extent it is permitted by Indiana State and Federal law.

Section 1. The parties agree:

1.1 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 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 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 the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing of the Union.

1.2 The failure of any employee to maintain his/her Union membership in good standing as required herein, or the failure of any employee to become a member of the Union at the above-mentioned required times, shall obligate the Company to 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", unless such employee becomes a Union member in good standing within two (2) working days after receipt of such written notice.

Section 2. The Company 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.

The Company 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 Company interfere with, restrain, coerce, or discriminate in any way against any of its employees in connection with their membership in the Union.

ARTICLE 25.- PENSION PLAN

Section 1. Effective April 1, 2015 the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of \$217.00 per week for each employee who has been on the payroll thirty (30) days or more. Effective April 1, 2016 the Company shall contribute the sum of \$225.70 per week. Effective April 1, 2017 the Company shall contribute the sum of \$234.70 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 contract to which employers who are party to this Contract are also parties. 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.

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 request and may 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. In the event the employee refuses to make such payment, the Company shall have the employee execute a statement acknowledging that such contributions into the Pension Fund during the period of absence will not be made on his/her behalf.

Section 4. Contributions to the Pension Fund must be made for each week on each regular employee, even though such regular 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. Part-time employees and 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. 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/her 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 therefrom, including any lost wages.

ARTICLE 26-- GENERAL RULES

Section 1. Bulletin Board: The Company shall provide a bulletin board for the posting of Union notices and other proper notices of interest to employees.

Section 2. Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), shall be granted all rights and privileges provided by the Act.

CONTRACT

BY AND BETWEEN

IRVING MATERIALS, INC - LOGANSPORT:
U.S. 35 SOUTH & MORGAN ROAD
P.O. BOX 842
LOGANSPORT, INDIANA 46947

AND

TEAMSTERS LOCAL UNION NO. 135
1233 SHELBY STREET
INDIANAPOLIS, INDIANA 46203

AFFILIATED WITH
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

FOR THE PERIOD

APRIL 1, 2013 - MARCH 31, 2016

RECEIVED

MAR 04 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2013, by and between I.M.I. Logansport or their successors or assignees (hereinafter referred to as the "Company"), and Teamsters Local No. 135, Indianapolis, Indiana, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, 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.

ARTICLE 2 - UNION SECURITY AND CHECK-OFF

Section 1. **A person may not require an individual to become or remain a member of a labor organization, pay dues, fees, assessments, or other charges of any kind or amount to a labor organization as a condition of employment or continuation of employment under the current Indiana law (I.C. 22-6-6).**

Section 2. **It is understood that in the event the current Indiana law referenced in Section 1 of this Article is repealed, the following language would become effective as permitted by Indiana and federal law:**

All regular 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 regular 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 who shall have completed thirty (30) calendar days of employment with this Company.

Section 3. The Employer agrees to deduct each month from the pay checks of all employees who are covered by this Agreement, application fees and dues uniformly paid by members of the Union provided, however, that an employee shall have signed and submitted a written authorization for such action on the part of the Employer, such written authorization shall conform to, and be in accordance with, all applicable federal and state laws. Monies deducted will be forwarded to the Union office by the twenty-fifth (25th) day of each month.

Section 4. 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 Local 135 DRIVE 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.

delinquent at the end of a period in the payment of his/her contribution to the 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 Benefits Fund 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 24 - PENSION PLAN

Section 1. Effective April 1, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of \$137.60 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. The sum of \$143.10 per week for 2014 and the sum of \$148.80 per week for 2015. Effective 4/1/13, all new hires who have been on the payroll thirty (30) days or more shall contribute \$10.00 per week to the pension fund, for the life of the Agreement, which shall be payroll deducted.

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 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 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, or is temporarily laid off, 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 request and may 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. In the event the employee refuses to make such payment, the Company shall have the employee execute a statement acknowledging that such contributions into the Pension Fund during the period of absence will not be made on his/her behalf.

Section 4. 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 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. Pension contributions will be required for all employees after 30 calendar days for weeks worked or compensated.

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/her contribution to the Pension created under this Agreement, in accordance with the rules and regulations of the trustees of such Fund, after the proper notice in writing to the Employer of such delinquency in pension payments, the Local 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 therefrom, including any lost wages.

ARTICLE 25 - FUNERAL LEAVE

Section 1. Regular employees who have been in the employ of the Company for at least one (1) continuous year and who suffers a death in his/her family shall be entitled to funeral leave pay in accordance with the following:

A. Such employee who is absent from work because of the death of a spouse, parent or child will be paid up to sixteen (16) hours pay at the straight-time hourly rate for time lost from regularly scheduled work.

B. Such employee who is absent from work because of death of a grandparent, grandchild, mother-in-law, father-in-law, brother or sister will be paid up to eight (8) hours pay at the straight-time hourly rate for time lost from his/her regularly scheduled work.

C. The categories of relatives specified include legal and blood relationships based upon the employee's then current marital status and do not include half relatives, step relatives or foster relatives.

ARTICLE 26 - GENERAL RULES

Section 1 - Bulletin Board. The Company shall provide a bulletin board for the posting of Union notices and other proper notices of interest to employees.

Section 2 - Military Clause. Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), shall be granted all rights and privileges provided by the Act.

Upon their return, employees will be granted all seniority rights as if continuously employed by the Company during such service.

Under no circumstances will this Clause be construed as to require the Company to increase the number of its employees beyond those actually needed.

Section 3 - Jurisdiction. 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, except when all regular, extra and probationary employees are working or unavailable.

Section 4 - Uniforms. If the wearing of uniforms is mandatory, the Employer agrees to pay the full cost of uniforms.

Section 5 - Pay Period. All regular employees covered by this Agreement shall be paid in full each week no later than at the end of the employee's Friday work shift. No more than seven (7) days shall be held on an employee. All other employees shall be provided with a statement of his/her gross earnings and an itemized

AGREEMENT BETWEEN

IRVING MATERIALS, INC.
LAFAYETTE, 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")

For the Period

March 8, 2012 - April 30, 2015

RECEIVED

APR 17 2012

CONTACT
DEPARTMENT

AGREEMENT

This Agreement, dated March 8, 2012, is by and between Irving Materials, Inc. of Lafayette, (hereinafter referred to as the "Employer" or its successor), 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

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.

The term "employee" as used in this Agreement shall include all employees whose wage rates are prescribed in this Agreement.

ARTICLE 2 – UNION SECURITY

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 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 of the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired after the execution 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.

The failure of any employee to maintain his/her Union membership in good standing as required herein, or the failure of any employee to become a member of the Union at the above mentioned 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.

Section 2: The Employer agrees to deduct each month from the paychecks of all employees who are covered by this Agreement, application fees and dues uniformly paid by members of the Union; provided, however, that an employee shall have signed and submitted a written authorization for such action on the part of the Employer; such written authorization shall conform to, and be in accordance with, all applicable federal and state laws.

Monies deducted will be forwarded to the Union office by the fifteenth (15th) of the month.

Section 3: The Union shall indemnify and hold the Company harmless against any and all claims including court costs and attorneys' fees as shall arise out of, or by reason of, any action taken by the Company at the request of the Union in terminating an employee for failure to maintain membership in the Union, or in the deduction and remittance of Union dues as described in this Article.

Section 2: Part time employees shall not receive holiday pay, vacations, or health and welfare benefits.

ARTICLE 29 – PENSION PLAN

Effective May 1, 2012 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of \$124.80 per week for each employee covered by this Agreement. Effective May 1, 2013 this contribution amount will be \$132.30 per week for each employee covered by this Agreement. Effective May 1, 2014 this contribution amount will be \$140.20 per week for each employee covered by this Agreement. Contributions will be made for each week providing employee works a minimum of two (2) scheduled days. These contributions apply to those employees who have been on the payroll thirty (30) calendar days or more.

Effective May 1, 2012, new hires who have been on the payroll thirty (30) calendar days or more shall contribute \$10.00 per week to the pension fund, which shall be payroll deducted.

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 or is temporarily laid off, the Company shall continue to make the required contributions, but for no longer than four (4) weeks. At that time the Company can request, and may collect from said employee, prior to the leave absence being effective sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

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

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.

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/her 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 – STRIKES AND LOCKOUTS

Section 1: It is agreed that there will be no strike or lockout during the term of this Agreement.

AGREEMENT BETWEEN

IRVING MATERIALS, INC. (WHITELAND, INDIANA LOCATION), or, its successors,

(hereinafter referred to as the "Company")

and CHAUFFEURS, TEAMSTERS,

WAREHOUSEMEN AND HELPERS, LOCAL UNION NO. 135,

of Indianapolis, Indiana, affiliated with the

INTERNATIONAL BROTHERHOOD OF CHAUFFEURS,

TEAMSTERS, WAREHOUSEMEN AND HELPERS OF AMERICA, or its successors

(hereinafter referred to as the "Union")

FOR THE PERIOD

February 1, 2015 to January 31, 2018

RECEIVED

JUL 02 2015

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT made by and between IRVING MATERIALS, INC., or its successors (hereinafter referred to as the "Company") and 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, or its successors (hereinafter referred to as the "Union"), for the period from February 1, 2015 to January 31, 2018.

ARTICLE 1 UNION RECOGNITION

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

Section 2. The term "employee" as used in this agreement shall include loader operator and mixer driver.

Section 3. The Union realizes and fully recognizes its duty under the Labor Management Relations Act of 1947, as amended, and, to the legal and actual extent that the Union is the exclusive collective bargaining representative and agent of all the employees of the Company as hereinafter defined, the Union agrees to recognize and does hereby recognize that it must and that it will represent all employees in the bargaining unit equally, without discrimination, irrespective of membership or non membership in the Union.

Section 4. (a) The Company 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 representative of the Union.

(b) The Company 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 Company interfere with, restrain, coerce, or discriminate in any way against any of its employees in connection with their membership or non-membership in the Union.

(c) New employees shall be employed only on a sixty (60) working day trial basis or 120 calendar days, whichever comes first, during which time they shall either be dismissed without recourse, or at the end of this period, placed on the regular seniority list. This applies to new hires only. It is understood, however, that this clause shall not be used to defeat the provisions of the Agreement, or to prevent competent and qualified employees from gaining the status of a regular employee.

returns to work; however, such contributions 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 Indiana Teamsters Health Benefits Fund during the period of absence.

Contributions to the Indiana Teamsters Health Benefits Fund will be made for each week on each regular employee providing such employee works a minimum of two (2) scheduled days during such 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 health and welfare fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Article.

Action for delinquent contributions may be instituted by either the Local Union or the trustees. Employers who are delinquent must also pay all attorney's fees and costs of collection.

Notwithstanding anything herein contained, it is agreed that in the event any employer is delinquent at the end of a period in the payment of his/her contributions to the 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 to the employer of such delinquency in health benefit 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.

By the execution of this Agreement the employer authorizes the employers who are signatories to collective bargaining agreements signed with Local 135 to enter into appropriate trust agreement necessary for the administration of such fund, and to designate the employer trustee 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.

The parties have discussed the issue of employees, who are on layoff taking one day of their earned vacation during such weeks and expecting the Company to make health benefit contributions for that week. The parties hereto understand that employees are entitled to have health benefit contributions paid on their behalf when off for vacation, but only when the employee takes a week or more of vacation at a time. And, although the Company and the Union agree that an employee may be able to take vacations on a per day basis under certain circumstances, the Company's responsibility for health and welfare contributions on those occasions shall never exceed the total number of weeks of vacation earned by the employee. Thus, if an employee has earned three weeks vacation the company is only required to make three contributions on his/her behalf.

ARTICLE 14 PENSION

The employers shall contribute to the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND in accordance with the Schedule of Benefits as follows:

Effective 2/1/15 the sum of \$148.60 per week.
Effective 2/1/16 the sum of \$154.50 per week.
Effective 2/1/17 the sum of \$160.70 per week.

This Fund shall be the **CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND**. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southeast and Southwest Areas agreements to which employers who are party to this Agreement are also parties.

By the execution of this Agreement, the 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 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 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 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. 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.

ARTICLE 15 SAFETY AND HEALTH

The Company shall continue to make reasonable provisions for safety and health of its employees at the plant during the hours of employment. Protective devices or equipment necessary to properly protect employees from injury shall be provided by the Company. No employee shall be compelled to take out equipment that is not mechanically sound and properly equipped to conform with the applicable city, state and federal regulations.

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 any other driver until the maintenance department has adjusted the complaint.

Under no circumstances will any employee be required to be assigned to engage in any activity involving dangerous conditions of work or danger to person or property in violation of a government regulation relating to safety of person or equipment.

AGREEMENT

Between

IRVING MATERIALS, INC., at its

BEDFORD, BLOOMINGTON,

And MARTINSVILLE, Indiana READY MIX PLANTS

(Hereinafter referred to as "the Company" or "the Employer")

or its successors,

And

CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS, LOCAL UNION

NO.135

affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS,

CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

(hereinafter referred to as "the Union")

or its successors,

For the Period

March 1, 2015 through February 28, 2018

RECEIVED

JUN 19 2015

**CONTRACT
DEPARTMENT**

PURPOSE AND INTENT

The general purpose of the Agreement is to set forth terms and conditions of employment and to promote orderly and harmonious labor relations for the mutual interest of the Company, the employees and the Union. The parties to the Agreement recognize that the success of the Company and the job security and economic welfare of the employees depends upon the Company's ability to produce and sell a quality product at a reasonable profit by efficient utilization of their facilities and employees with prudent application of the Agreement. To these ends, the Company and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE 1 - UNION RECOGNITION

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

Section 2. The term "employee" as used in this Agreement shall include all ready mix truck drivers. All other employees are excluded, such as, but not limited to, clerical employees, watchmen, janitors and direct managerial representatives, such as dispatcher, foremen and superintendents.

Section 3. The scope of this Agreement shall cover the work performed by the employees, spelled out in Section 2 above, as further classified in Appendix "A" (Classifications and Wage Rates) of this Agreement. The respective operations of the Company are hereinafter defined by Division.

ARTICLE 2 - UNION SECURITY

It is understood that the language in Article 2, Section 1, is only effective to the extent it is permitted by Indiana State and Federal law.

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 Company in the unit which is the subject of this Agreement shall become members of the Union not later than the sixty-first (61st) day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that effective from and after the sixty-first day following the effective date of this Agreement, 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 sixty-first (61st) day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required times shall oblige 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/her Union membership in good standing as required herein shall, upon written notice to the Company by the Union to such effect, obligate the Employer to discharge such person.

By the execution of this Agreement the employer authorizes the employers who are signatories to collective bargaining agreements signed with Local 135 to enter into appropriate trust agreement necessary for the administration of such fund, and to designate the employer trustee 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.

Employees are entitled to have health benefit contributions paid on their behalf when off for vacation, but only when the employee takes a week or more of vacation at a time. And, although the Company and the Union agree that an employee may be able to take vacations on a per day basis under certain circumstances, the Company's responsibility for health and welfare contributions on those occasions shall never exceed the total number of weeks of vacation earned by the employee. Thus, if an employee has earned three weeks vacation the Company is only required to make three contributions on his/her behalf.

ARTICLE 15 - PENSION

Effective March 1, 2015, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, hereinafter referred to as the "Pension Fund," the sum of **Two Hundred Seventeen Dollars and Sixty Cents (\$217.60)** per week for each regular employee covered by this Agreement who has been on the payroll for thirty (30) calendar days or more.

Effective March 1, 2016, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, hereinafter referred to as the "Pension Fund," the sum of **Two Hundred Twenty Six Dollars and Thirty Cents (\$226.30)** per week for each regular employee covered by this Agreement who has been on the payroll for thirty (30) calendar days or more.

Effective March 1, 2017, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, hereinafter referred to as the "Pension Fund," the sum of **Two Hundred Thirty Five Dollars and Forty Cents (\$235.40)** per week for each regular employee covered by this Agreement who has been on the payroll for thirty (30) calendar days or more.

Contributions will be remitted to the Central States, Southeast and Southwest Areas Pension Fund, on behalf of all regular employees covered by the collective bargaining agreement who 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.

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, he/she will be considered a regular employee for the purpose of participation in the Central States, Southeast and Southwest Areas 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.

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/her contribution to the Pension Fund, in accordance with the

rules and regulations of the Trustees of such Pension Fund, 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 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 16 - WORKERS' COMPENSATION

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing. The Employer shall provide Workers' Compensation protection for all employees even though not required by State law. If it becomes necessary for an employee to leave his/her place of employment within working hours to receive medical treatment from a doctor for an injury sustained "in the course of that employment" as those terms are defined under the Indiana Workers' Compensation Act, such employee shall be paid at his/her regular rate of pay for any regular working hours during which it is actually necessary that he/she be absent to receive the medical treatment. Payment under this Section shall be made only if the employee is not receiving payment for or by virtue of any other provision of this Contract. Upon request, employee will provide a doctor's statement.

ARTICLE 17 - SAFETY AND HEALTH

The Company shall continue to make reasonable 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. Employees agree to abide by United States Department of Transportation Vehicle and Motor Carrier regulations, Company safety policies, State and Federal safety laws, rules and regulations and Federal OSHA requirements.

ARTICLE 18 - JURY DUTY

For those days on which the employee would otherwise have been scheduled to work the Employer will pay an employee who is called for bona fide jury duty service for each day of such service (Monday through Friday) the difference between his/her regular straight time hourly rate for the number of straight time hours he/she normally works on his/her regular shift, but not more than eight (8) hours, and the payment he/she receives for such jury service. Whenever any employee on jury duty is excused from such duty by the court for at least one-half (1/2) day, he/she shall immediately notify his/her dispatcher or other supervisor, and complete the balance of his/her scheduled shift if needed, based on seniority. If a person is dismissed early from jury duty and is needed to complete the balance of his/her shift but does not return to work, he/she will not be paid for the balance of the shift. This Article shall apply only when an employee is called for jury duty and shall not apply if an employee voluntarily offers his/her services as a juror.

ARTICLE 19 - 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.

AGREEMENT

Between

**IRVING MATERIALS, INC., at its
BLOOMFIELD, INDIANA READY-MIX PLANT
(Hereinafter referred to as "the Company" or "the Employer")
or its successors,**

And

**CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS, LOCAL UNION NO. 135
affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA
(hereinafter referred to as "the Union")
or its successors,**

For the Period

January 1, 2015 through December 31, 2018

RECEIVED

MAY 22 2015

**CONTRACT
DEPARTMENT**

Redacted by U.S. Treasury

PURPOSE AND INTENT

The general purpose of the Agreement is to set forth terms and conditions of employment and to promote orderly and harmonious labor relations for the mutual interest of the Company, the employees and the Union. The parties to the Agreement recognize that the success of the Company and the job security and economic welfare of the employees depends upon the Company's ability to produce and sell a quality product at a reasonable profit by efficient utilization of their facilities and employees with prudent application of the Agreement. To these ends, the Company and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE 1 – UNION RECOGNITION

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

Section 2. The term "employee" as used in this Agreement shall include all ready mix truck drivers. All other employees are excluded, such as, but not limited to, clerical employees, watchmen, janitors and direct managerial representatives, such as dispatcher, foremen and superintendents.

Section 3. The scope of this Agreement shall cover the work performed by the employees, spelled out in Section 2 above, as further classified in Appendix "A" (Classifications and Wage Rates) of this Agreement. The respective operations of the Company are hereinafter defined by Division.

Section 4. All Bloomfield Ready-Mix employees will perform any and all work necessary to meet work requirements of the Ready-Mix plants operations covered by this Agreement.

ARTICLE 2 – UNION SECURITY

It is understood that the language in Section 1 of this Article is only effective to the extent it is permitted by Indiana State and Federal law.

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 Company in the unit which is the subject of this Agreement shall become members of the Union not later than the sixty-first (61st) day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that effective from and after the sixty-first day following the effective date of this Agreement, 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 sixty-first (61st) day following the execution date of this Agreement.

The failure of any person to become a member of the Union at such required times shall oblige 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

requirement.

Section 14. The position of a ready mix truck driver is responsible for the safe and efficient operation of ready mix trucks. Drivers are responsible for the efficient working condition and cleanliness of equipment and are expected to perform minor servicing and maintenance or refer major problems to the supervisor. He/She shall be responsible for an outward check of his/her vehicle prior to leaving the yard, checking the oil and water levels and maintaining them at the proper level. He/She shall be courteous to customers and respond to their directives. Between loads, or while waiting to unload, drivers shall be responsible for cleaning the cabs and drums of their units or such other work as may be assigned to them by the dispatcher. Each driver shall be responsible for keeping the outer drum of his/her truck as free of hardened concrete as possible by means of washing down properly after loading or unloading each delivery and washing out the drum at the end of his/her shift. The Company is responsible for chipping hardened concrete from the interior of the drums. At the end of the shift, drivers are also expected to see that trucks are refueled, post-trip inspections are done and trucks are put away ready to go for the next shift.

Other duties and responsibilities of a ready mix truck driver include but are not limited to: maintaining a clean and safe work environment; delivery of concrete to jobs according to specifications and in a timely manner; check for proper slump prior to delivery to the job; add necessary ingredients such as fibers, chemical admixtures, cements, or integral colors at the plant or jobsite; attend all safety meetings.

ARTICLE 30 - LOCAL 135 D.R.I.V.E.

The Company agrees to deduct from the paycheck of all employees covered by this Agreement, voluntary contributions to the LOCAL 135 D.R.I.V.E. FUND. The Union shall notify the Company of the amounts designated by each contributing employee (s) that are to be deducted from his/her paycheck on a weekly basis in 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 the LOCAL 135 D.R.I.V.E. FUND, on a monthly basis, a check for the total amount deducted, as well as a list of the name(s) of the employee(s) for whom deductions were made, the employee's Social Security number and the amount deducted from that employee's pay check. The Company shall remit to the Local 135 D.R.I.V.E. FUND, by the fifteenth (15th) day of the following month, all funds for which deductions were made.

ARTICLE 31 - PENSION

Effective January 1, 2015, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, hereinafter referred to as the "Pension Fund," the sum of **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) calendar days or more.

Effective January 1, 2016, the Employer shall contribute to the Pension Fund the sum of **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) calendar days or more.

Effective January 1, 2017, the Employer shall contribute to the Pension Fund the sum of One Hundred Thirty Dollars and Sixty Cents (\$130.60) per week for each employee covered by this agreement who has been on the payroll for thirty (30) calendar days or more.

Effective January 1, 2018, the Employer shall contribute to the Pension Fund the sum of One Hundred Thirty-Five Dollars and Eighty Cents (\$135.80) per week for each employee covered by this agreement who has been on the payroll for thirty (30) calendar days or more.

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.

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/her contribution to the Pension Fund, in accordance with the rules and regulations of the Trustees of such Pension Fund, 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 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 32 - TERMINATION OF AGREEMENT

This Agreement shall become effective as of the 1st day of **January 2015** and shall remain in full force and effect through the **31st day of December 2018**. Written notice of termination or desired modification may be given at least sixty (60) days prior to the expiration date by either of the parties hereto.

Should notice of termination or desired modification be given in the manner provided for above, the party desiring same shall:

1. Offer to meet and confer with the other party for the purpose of negotiating a new contract or a contract containing the proposed modifications.
2. Notify the Federal Mediation and Conciliation Service within thirty (30) days after such notice of the existence of a dispute and simultaneously therewith notify any State agency established to mediate disputes within the State, provided no agreement has been reached by that time.
3. Continue in full force and effect, without resorting to strike or lockout, all the terms and conditions of this Agreement for a period of sixty (60) days after such notice is given or until the expiration date of this contract, whichever occurs later.
4. In the event of inadvertent failure by either party to give the notice set forth in this Article above, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement.

If notice is given in accordance with the provisions of this paragraph, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

In the process of bargaining in good faith for a new contract or a contract containing the desired modifications, the parties recognize the fact that it may be necessary to continue their negotiations

AGREEMENT BETWEEN
IRVING MATERIALS, INC.
MARION, INDIANA
Or its successors (hereinafter referred to as the "Employer" or "Company")

and

TEAMSTERS LOCAL UNION NO. 135
Affiliated with the International Brotherhood of Teamsters
(hereinafter referred to as the "Union")

For the Period

June 1, 2014 through May 31, 2017

RECEIVED

OCT 06 2014

**CONTRACT
DEPARTMENT**

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 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 the following job classifications at Marion, Indiana:

Driver Mechanic, if applicable
Ready Mix Truck Driver

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 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.

Section 5. The Employer recognizes that all employees are deriving benefits from the collective bargaining efforts of the Union under this Contract. The Employer therefore agrees to recommend to all employees that they become members of the Union, to maintain such membership during the life of this Agreement, and to refer new employees to the Union representative so that the Union may inform such new employees of the benefits which accrue to all employees under this Contract.

Section 6. New employees shall be employed only on a 60 calendar day trial basis, during which time they shall either be dismissed without recourse, or at the end of the 60 calendar days, placed on the regular seniority list. A part time employee who becomes a regular employee will be excluded from the 60 day trial period.

Section 7. When the Employer needs additional employees, it shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to employ those referred by the Union.

ARTICLE 2 - UNION SECURITY

A person may not require an individual to become or remain a member of a labor organization, pay dues, fees, assessments, or other charges of any kind or amount to a labor organization as a condition of employment or continuation of employment under the current Indiana law (I.C. 22-6-6).

ARTICLE 3 - CHECK OFF

The Employer agrees to deduct each month from the pay checks of all employees who are covered by this Agreement all periodic dues and initiation fees owing to the Union by the employees, provided however, that an employee shall have signed and submitted a written authorization for such action on the part of the Employer; such written authorization shall conform to and be in accordance with all applicable Federal and State Laws. All monies deducted by the Employer shall be forwarded to the President of the Union. It is understood and agreed that any monies collected by the Employer for the Union will be taken out of the first pay period of each month for the following month and remitted to the Union within ten (10) 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 pay its required contributions and remit the required amount to the Indiana Teamsters Health Benefits Fund for a period of three (3) months. If an employee is injured on the job, the employer shall continue to pay its required contributions and remit the required amount to the Indiana Teamsters Health Benefit Fund 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 temporarily laid off, the Company shall continue to make the required contributions, but for no longer 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 Indiana Teamsters Health Benefits Fund during the period of absence.

Action for delinquent contributions may be instituted by either the Local Union or the trustees. Employers who are delinquent must also pay all attorney's fees and costs of collection.

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 contributions 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 to the employer of such delinquency in health benefit 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.

By the execution of this Agreement the employer authorizes the employers who are signatories to collective bargaining agreements signed with Local 135 to enter into appropriate trust agreement necessary for the administration of such fund, and to designate the employer trustee 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.

Employees are entitled to have health benefit contributions paid on their behalf when off for vacation, but only when the employee takes a week or more of vacation at a time. And, although the Company and the Union agree that an employee may be able to take vacations on a per day basis under certain circumstances, the Company's responsibility for health and welfare contributions on those occasions shall never exceed the total number of weeks of vacation earned by the employee. Thus, if an employee has earned three weeks vacation the Company is only required to make three contributions on his/her behalf.

ARTICLE 19 - PENSION

Effective June 1, 2014, for full-time employees, the Company 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 full-time employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective June 1, 2015, the contribution shall be increased to two hundred seventeen dollars (\$217.00) per week for each full-time employee. Effective June 1, 2016, the contribution shall be increased to two hundred twenty five dollars and seventy cents (\$225.70) for each full-time employee.

By execution of this Agreement, the Company authorizes the Employer Association, which is party to the Central States Area Over-the-Road Motor Freight Agreement, to enter into the appropriate trust agreement necessary for the administration of such fund, and to designate the Employer Trustees under such agreement, hereby waiving all notices thereof and ratification of all actions already taken by such Trustees within the scope of their authority.

If an employee is granted a leave of absence, and desires to continue to be covered under said Pension Plan, he/she shall furnish the Company, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Plan during the period of absence.

Contributions to the Pension Fund shall 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.

For the purpose of this Article, the term "weeks worked" is defined as weeks in which the employee actually performs work or is paid show-up time.

Contributions will be remitted to the Central States Pension Fund on behalf of all employees covered by the collective bargaining agreement after 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 20 - 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. It is understood by this Section that the parties hereto shall not use any leasing device to a third (3rd) party to evade this Agreement. The Company 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 a contract of transaction as herein described.

In the event the Company fails to give the notice herein required and fails to require the purchaser, the transferee, or lessee to assume the obligations of this Agreement, the Company 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 the terms of this Agreement.

ARTICLE 21 - FUNERAL LEAVE

In the event of a death in an employee's immediate family, the employee shall be granted a maximum of three (3) days leave of absence beginning with the day of death up to and including the day of the funeral for purposes of attending the funeral and other customary obligations. In the event that the employee would otherwise have worked on these three days, he/she shall be paid therefore at a maximum of eight (8) hours straight time per day. Immediate family for purposes of this Article shall include the employee's mother, father, spouse, children, brother, sister, father-in-law, mother-in-law, and grandparents.

In the event of the death of an employee's brother-in-law, sister-in-law, or grandchild, the Company will grant one (1) day off with pay to be taken between the day of death up to and including day of funeral. In the event that the employee would have otherwise worked this day, he/she shall be paid therefore a maximum of eight (8) hours straight time for the day.

It is understood that the Company may require proof of death and of the employee's attendance at the funeral.

ARTICLE 22 - DISPATCH PROCEDURE

Section 1. Drivers not notified on the previous day to report shall have one (1) hour after notification to report for work before being considered late.

Section 2. Work to be scheduled on seniority basis each morning, balance of day first in first out, provided that wash-ups when there are two or more employees on the premises at the same time shall be

AGREEMENT

Between

IRVING MATERIALS, INC., at its

MUNCIE, INDIANA, READY MIX PLANT

(Hereinafter referred to as "the Company" or "the Employer")
or its successors,

And

CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS, LOCAL UNION NO. 135
affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA
(hereinafter referred to as "the Union")
or its successors,

For the Period

June 1, 2013 through May 31, 2016

RECEIVED

MAR 04 2014

**CONTRACT
DEPARTMENT**

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 all ready mix truck drivers and mechanic/drivers. All other employees are excluded, such as, but not limited to, clerical employees, watchmen, janitors, and direct managerial representatives, such as dispatcher, foremen, superintendents, and batch personnel.

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 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.

Section 5. The Employer agrees to provide the Local Union, and stewards, a seniority list, which includes all newly hired employees, within ten (10) days after beginning their employment.

Section 6. New employees shall be employed only on a seventy-five (75) calendar day trial basis, during which time they shall either be dismissed without recourse, or at the end of the seventy-five (75) calendar days, placed on the regular seniority list. A part time employee who becomes a regular full-time employee will be excluded from the second seventy-five (75) day trial period, provided he/she has completed the initial seventy-five (75) day trial period mentioned above.

ARTICLE 2 - UNION SECURITY

Section 1. A person may not require an individual to become or remain a member of a labor organization, pay dues, fees, assessments, or other charges of any kind or amount to a labor organization as a condition of employment or continuation of employment under the current Indiana law (I.C. 22-6-6).

Section 2. It is understood that in the event the current Indiana law referenced in Section 1 of this Article is repealed, the following language would become effective as permitted by Indiana and federal law:

All regular 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 regular 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 who shall have completed thirty (30) calendar days of employment with this Company.

ARTICLE 3 - CHECK OFF

The Union shall supply, to the Company, current check-off cards. The employee is responsible for notifying the union, in writing, and the Union will notify the Company of any changes in the employee's check-off status. The Employer agrees to deduct each month from the pay checks of all employees who are covered by this Agreement all periodic dues and initiation fees owing to the Union by the employees, provided however, that an employee shall have signed and submitted a written authorization for such action on the part of the Employer; such written authorization shall conform to and be in accordance with all applicable Federal and State Laws. All monies deducted by the Employer shall be forwarded to the President of the Union. It is understood and agreed that any monies collected by the

Company's weekly contribution shall be increased by no more than ten (\$10.00) dollars per week. The employee will pay any additional cost in the event the cost to maintain the Indiana Teamsters Health Benefits Fund (500 Plan) exceeds the above weekly amounts for the time period outlined, which shall be deducted from the employees' weekly payroll. Contributions will be made each week in which the employee receives compensation for time worked, vacation time, or holiday pay.

Should any employee covered under this Agreement elect coverage under the State or Federal Healthcare Exchange as established by the Patient Protection and Affordable Care Act (PPACA) during the term of this Agreement, the Company will no longer be responsible for weekly payments to the healthcare plan as outlined in Article 18, for such employee.

By the execution of this Agreement, the Employers authorize the Employers' Associations which are parties hereto to enter into appropriate trust agreement necessary for the administration of such Fund, and to designate the Employee 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.

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

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 one hundred thirty-seven dollars and sixty cents (\$137.60) per week for each employee covered by this Agreement who has been on the company's payroll thirty (30) days or more. Effective June 1, 2014 the sum of one hundred forty-three dollars and ten cents (\$143.10) per week. Effective June 1, 2015 the sum of one hundred forty-eight dollars and eighty cents (\$148.80) per week.

Effective 6/1/13, all new hires, hired on, or after, 6/1/13 who have been on the payroll thirty (30) days or more shall contribute \$10.00 per week to the pension fund, for the life of the Agreement, which shall be payroll deducted.

By execution of this Agreement, the Company authorizes the Employer Association, which is party to the Central States Area Over-the-Road Motor Freight Agreement, to enter into the appropriate trust agreement necessary for the administration of such fund, and to designate the Employer Trustees under such agreement, hereby waiving all notices thereof and ratification of 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 contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall pay 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 request and may 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. In the event the employee refuses to make such payment, the employer shall have the employee execute a statement acknowledging that such contributions into the Pension Fund during the period of absence will not be made on his/her behalf.

Section 2. Contributions will be remitted to the Central States Pension Fund on behalf of all employees covered by the collective bargaining agreement (cba) after 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 20 - 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. It is understood by this Section that the parties hereto shall not use any leasing device to a third (3rd) party to evade this Agreement. The Company 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 a contract of transaction as herein described.

In the event the Company fails to give the notice herein required and fails to require the purchaser, the transferee, or lessee to assume the obligations of this Agreement, the Company 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 the terms of this Agreement.

ARTICLE 21 - FUNERAL LEAVE

In the event of a death in an employee's immediate family, the employee shall be granted a maximum of three (3) days leave of absence beginning with the day of death up to and including the day of the funeral for purposes of attending the funeral and other customary obligations. In the event that the employee would otherwise have worked on these three days, he/she shall be paid therefore at a maximum of eight (8) hours straight time per day. Immediate family for purposes of this Article shall include the employee's mother, father, mother-in-law, father-in-law, spouse, children, grandchildren, brother, and sister.

In the event of the death of an employee's brother-in-law, sister-in-law, grandparents or grandchild, the Company will grant one (1) day off with pay to be taken between the day of death up to and including day of funeral. In the event that the employee would have otherwise worked this day, he/she shall be paid therefore a maximum of eight (8) hours straight time for the day.

It is understood that the Company may require proof of death and of the employee's attendance at the funeral.

ARTICLE 22 - JURY DUTY

For those days on which the employee would otherwise have been scheduled to work, the Employer will pay an employee who is called for bona fide jury duty service for each day of such service (Monday through Friday), up to maximum of seven (7) working days in any twelve (12) month period, the difference between his/her regular straight-time hourly rate for the number of straight-time hours he/she normally works on his/her regular shift. But not more than eight (8) hours, and the payment he/she receives for such jury service. Whenever any employee on jury duty is excused from such duty by the court for at least one-half (1/2) day, he/she shall immediately notify his/her dispatcher or other supervisor, and complete the balance of his/her scheduled shift if needed.

Whenever considered necessary by the Employer because of business conditions, the employee shall cooperate with the Employer because of business conditions, the employee shall cooperate with the Employer in requesting and obtaining excuse from jury duty by the court. In order to qualify for jury duty pay difference, the employee must give proof of such service, and amount of jury pay received. This section will not apply where an employee voluntarily seeks such jury service.

ARTICLE 23 - PART-TIME EMPLOYEES

Section 1. It is understood and agreed that part-time employees may only be used to replace absent full-time employees. The Company will not use part-time employees before all employees in the applicable Zone, as outlined in the Company's Pool Contract, are working. Part-time employees

CONTRACT

BY AND BETWEEN

**IRVING MATERIALS, INC.
TIPTON, INDIANA**

AND

**TEAMSTERS LOCAL UNION NO. 135
1233 SHELBY STREET
INDIANAPOLIS, INDIANA 46203**

AFFILIATED WITH

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA**

June 1, 2015

THROUGH

MAY 31, 2018

RECEIVED

JUN 29 2015

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement, made and entered into this 8th day of March, 2012, by and between I.M.I., Tipton or its successors or assignees (hereinafter referred to as the "Company"), and Teamsters Local No. 135, Indianapolis, Indiana, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or its successors, (hereinafter referred to as the "Union").

ARTICLE 1 - UNION RECOGNITION

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

Section 2. The term employee as used in this Agreement shall include all drivers.

ARTICLE 2 - UNION SECURITY

It is understood that the language in Article 2 is only effective to the extent it is permitted by Indiana State and Federal law.

Section 1. It is understood and agreed by and between the parties 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 (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 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 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 date of this Agreement. The failure of any person to become a member of the Union at such required times shall oblige 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/her Union membership in good standing as required herein shall, upon written notice to the Company by the Union to such effect, oblige the Employer to discharge such person.

Miscellaneous Provisions

Section 2. (a) The Company 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 representative of the Union.

(b) The Company agrees that it will not sponsor or promote or otherwise, any group, committee or labor organization, for the purpose of undermining the Union; nor will the Company interfere with, restrain, coerce, or discriminate in any way against any of its employees in connection with their membership or non-membership in the Union.

(c) The Company recognizes that all of its employees are deriving benefits from the collective bargaining efforts of the Union under this Agreement. The Company may therefore, recommend to all its employees that they become members of the Union, to maintain such membership during the lifetime of this Agreement, and to refer new employees to the Union representative so that the Union may inform such new employees of the benefits which accrue to all employees under this Agreement.

(d) New employees shall be employed only on a thirty (30) working days trial basis, during which time they shall either be dismissed without recourse, or at the end of the thirty (30) day period, placed on the regular seniority

Section 11. The Company will provide bulletin board space, in a proper place, for Union notices.

ARTICLE 26 - PENSION PLAN

Effective June 1, 2015, for full-time employees, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of \$217.00 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more, for the life of the Agreement. Effective June 1, 2016 the Company shall contribute the sum of \$225.70 per week; effective June 1, 2017 the Company shall contribute the sum of \$234.70 per week.

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 Employers who are party 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 employers 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 a full-time 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 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 regular 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. Part-time employees and 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 attorneys' fees and cost of collection.

ARTICLE 27 - FUNERAL LEAVE

An employee who has been in the employ of the Company for thirty (30) days or more may receive up to, but no more than three (3) days off with pay to attend the funeral service when a death occurs in the immediate family. The immediate family is limited to the wife, husband, children, grandparents, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, father, mother, grandchildren, step-parents and step-children if a ward of the court. In this connection, it must be understood that the three (3) days off with pay must be regularly scheduled consecutive work days occurring between the day of death and the day after the funeral inclusive.

During such leave of absence the employee shall be allowed eight (8) hours of his/her straight-time rate of pay for those days on which the employee would otherwise have been scheduled to work. If the employee requires additional leave time to take care of family matters in connection with any such death, he/she shall be allowed additional time off, without pay.

Eligibility for such funeral leave of absence shall be (a) the employee shall attend the funeral or memorial service.

ARTICLE 28 - DRIVE

The Company agrees to deduct from the paycheck of all employees covered by this Agreement voluntary

AGREEMENT BETWEEN

IRVING MATERIALS, INC.

CRAWFORDSVILLE, INDIANA

AND

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

FOR THE PERIOD

MAY 1, 2013 – APRIL 30, 2016

RECEIVED

MAR 04 2014

**CONTRACT
DEPARTMENT**

1 - AGREEMENT

THIS AGREEMENT, by and between Irving Materials, Inc. (hereinafter referred to as the "Employer") and Teamsters Local Union No. 135, Lafayette, Indiana, affiliated with the International Brotherhood of Teamsters, or its successors (hereinafter referred to as the "Union").

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

The term "employee" as used in this Agreement shall include all employees whose wage rates, are prescribed in this Agreement.

ARTICLE 2 - UNION SECURITY

Section 1. A person may not require an individual to become or remain a member of a labor organization, pay dues, fees, assessments, or other charges of any kind or amount to a labor organization as a condition of employment or continuation of employment under the current Indiana law (I.C. 22-6-6).

Section 2. It is understood that in the event the current Indiana law referenced in Section 1 of this Article is repealed, the following language would become effective as permitted by Indiana and federal law:

All regular 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 regular 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 who shall have completed thirty (30) calendar days of employment with this Company.

ARTICLE 3 - REPRESENTATION

The Union may have the privilege to visit the Employer's place of business to confer with the members of the bargaining unit after notifying the Employer. The Business Representative shall use every precaution to avoid delays in the progress of the job and shall first report to the Employer. **The Union shall supply, to the company, current check off cards. The employee is responsible for notifying the Company and the Union, in writing, of any changes in his/her check off status.**

SECTION 1 - JOB STEWARDS. The Employer recognizes the right of the Union to designate working job stewards and alternates. The authority of working job stewards and alternates so designated by the Union, shall be limited to, and shall not exceed the following duties and activities:

ARTICLE 25 – PROBATIONARY EMPLOYEES

All new employees shall be probationary employees during the first sixty (60) calendar days of their employment. These employees shall receive a wage below scale as outlined in Appendage A, Wages. The Employer may waive probationary pay in favor of the established rate of pay and will waive probationary pay for any employee who has experience in the ready mix industry. Any employee who has not completed sixty (60) calendar days of employment may be dismissed without recourse to the grievance or arbitration process of this Agreement.

ARTICLE 26 – PART TIME EMPLOYEES

SECTION 1. It is understood and agreed that part time employees who hold full time employment elsewhere shall not be used by the Employer except to handle unforeseen surges of business and only when all available regular employees are working. The Company will not use part-time employees before all employees in the applicable Zone, as outlined in the Company's Pool Contract, are working. Part time employees shall hold seniority only among themselves.

SECTION 2. Extra employees who are not employed full time elsewhere shall be offered the opportunity for regular employment in line with their part time seniority and shall be placed at the bottom of the full time seniority list.

SECTION 3. Extra employees may become members of the Union if retained in the employment of the Employer after the 31st day following their first date of employment in accordance with Article 2, Section 1 of this Agreement.

SECTION 4. Part time employees shall not receive holiday pay, vacations, personal leave days, pension contributions or health & welfare contributions.

ARTICLE 27 – PENSION PLAN

Effective May 1, 2013 the Employer shall contribute to the Central States Southeast & Southwest Areas Pension Fund the sum of \$4.20 per hour for all hours worked for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective May 1, 2014 this contribution shall be increased to \$4.40 per hour. Effective May 1, 2015 this contribution shall be increased to \$4.60 per hour. Effective May 1, 2013 all employees hired on, or after, 5/1/13 who have been on the payroll for thirty (30) days or more shall contribute \$0.25 per hour to the pension fund, for the life of the Agreement, which shall be payroll deducted.

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 moneys to pay the required contributions into the Pension Fund during the period of absence.

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.

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/her 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 28 – STRIKES AND LOCKOUTS

SECTION 1. The Union and its members and employees covered by this Agreement agree that they will not, either collectively or individually, during the term of this Agreement, cause, instigate, condone, sanction, contribute to or participate in any strike, sit down, slow down, curtailment of or refusal to work, restriction of production, secondary boycott, picketing, or engage in a sympathy strike of any type. All of the above are limited to acts against Irving Materials, Inc. The Employer agrees that there shall be no lockout during the term of this Agreement.

SECTION 2. The Employer may discipline or discharge any employees who participate or engage in any conduct in violation of Section 1 of this Article. The individual employee or employees shall be liable for any damages suffered by the Employer as a result of their unauthorized activity.

SECTION 3. The Union recognizes the duty and obligations of its representatives to comply with the provisions in this Agreement and to take affirmative action, including but not limited to: notifying all employees by telegram that their conduct is in violation of this Agreement and to return to work immediately, providing a copy of this telegram to the Employer; to immediately call a meeting of all employees engaged in the unauthorized conduct and in the presence of a designated representative of the Employer, inform the employees that the Union does not condone the unauthorized activity, the activities are in violation of the Agreement, all employees participating in such unauthorized activity are subject to discharge and to urge the members to return to work.

SECTION 4. In the event that any of the members of the Union violate any of the provisions of this Article and such action is not instigated, called, sanctioned, condoned or participated in by the Union or any of its officers or agents, the Employer will not institute legal proceedings

AGREEMENT

BY AND BETWEEN

IRVING MATERIALS, INC.
HIGHWAY 24 WEST BY-PASS
351 NORTH, 150 WEST
PERU, INDIANA 46970

AND

TEAMSTERS LOCAL UNION NO. 135
1233 SHELBY STREET
INDIANAPOLIS, INDIANA 46203

AFFILIATED WITH

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

APRIL 1, 2013 - MARCH 31, 2016

RECEIVED

MAR 04 2014

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2013, by and between Irving Materials, Inc., Peru, Indiana or their successors or assignees (hereinafter referred to as the "Company") and the Teamsters, Warehousemen, Local Union No. 135, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or its successors (hereinafter referred to as the "Union").

ARTICLE 1 - UNION RECOGNITION

Section 1. The Company agrees to recognize, and does hereby recognize, the Union, its agents, representatives, or successors, as the exclusive representative and collective bargaining agency for all of the employees of the 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 2 - UNION SECURITY AND CHECK-OFF

Section 1. A person may not require an individual to become or remain a member of a labor organization, pay dues, fees, assessments, or other charges of any kind or amount to a labor organization as a condition of employment or continuation of employment under the current Indiana law (I.C. 22-6-6).

Section 2. It is understood that in the event the current Indiana law referenced in Section 1 of this Article is repealed, the following language would become effective as permitted by Indiana and federal law:

All regular 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 regular 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 who shall have completed thirty (30) calendar days of employment with this Company.

Section 3. The Employer agrees to deduct each month from the pay checks of all employees who are covered by this Agreement, application fees and dues uniformly paid by members of the Union; provided however, that an employee shall have signed and submitted a written authorization for such action on the part of the Company; such written authorization shall conform to and be in accordance with all applicable Federal and State laws. Monies deducted will be forwarded to the Union office by the twenty-fifth (25th) day of each month.

Section 4. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to LOCAL 135 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 remit to LOCAL 135 DRIVE 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.

shall be deducted from the employee's weekly payroll.

ARTICLE 24 - PENSION PLAN

Section 1. Effective April 1, 2013, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund, the amount of \$111.80 per week for 2013, \$116.30 per week for 2014 and \$121.00 per week for each employee for 2015.

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 employers who are party to this Contract are also parties. 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.

Section 3. If an employee is absent because of illness or off-the-job injury, and notifies the Company of such absence, or is temporarily laid off 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 request and may 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. In the event the employee refuses to make such payment, the Company shall have the employee execute a statement acknowledging that such contributions into the Pension Fund during the period of absence will not be made on his/her behalf.

Section 4. 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 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. Pension contributions will be required for all employees after 30 calendar days for weeks worked or compensated.

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/her 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 therefrom, including any lost wages.

Section 6. Contributions will be remitted to the Central States Pension Fund on behalf of all employees after they have been on the Employer's payroll for thirty (30) calendar days.

AGREEMENT

THIS AGREEMENT, entered into by and between Iowa Valley Monument 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.

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.

AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT

BETWEEN

IOWA VALLEY MONUMENT COMPANY

AND

CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238

It is agreed by and between the parties that all Teamster work originating in counties outside of Linn, Benton and Jones, the Company and the Union will negotiate the wage rates on a job by job basis. All other conditions shall remain as negotiated in the Agreement, except that if Teamsters who have worked under the base Agreement within Linn, Benton and Jones counties, are worked in other areas they shall be covered by the base Agreement.

This Amendment shall be in full force and effect from May 1, 2014 through April 30, 2016 inclusive.

IN WITNESS WHEREOF, the parties have put their signatures this 20th day of May, 2014.

CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 238, Affiliated with
the INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

By [Redacted by U.S. Treasury]
Secretary-Treasurer

By [Redacted by U.S. Treasury]
Business Representative

IOWA VALLEY MONUMENT
COMPANY

By [Redacted by U.S. Treasury]
Title owner

By [Redacted]
Title RECEIVED

JUN 12 2014

CONTRACT
DEPARTMENT

COPY ORIGINAL
ORIGINAL

UNION LOCAL 600

ST. LOUIS
LOCAL ADDENDUM TO
CENTRAL STATES
MASTER DAIRY AGREEMENT

Period Covered

April 1, 2013 – March 31, 2018

ICE CREAM SPECIALTIES, INC.

RECEIVED

AUG 06 2013

CONTRACT
DEPARTMENT

ICE CREAM SPECIALTIES
ADDENDUM
TO
CENTRAL STATES MASTER DAIRY AGREEMENT

This Addendum to a Master Dairy Agreement made and entered into as of the _____ day of _____ by and between ICE CREAM SPECIALTIES signatories hereto, hereinafter referred to as "the Employer" or "the Company", and LOCAL NO. 600, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as "the Local Union" or "the Local".

WHEREAS, the parties herein are parties to a Master Dairy Agreement, and WHEREAS, the parties desire to supplement the Master Dairy Agreement with an Addendum Agreement setting forth the local agreement as to wages, hours, terms and conditions of employment.

NOW, THEREFORE, the parties agree to the following terms and conditions:

ARTICLE 1

SCOPE OF AGREEMENT

- 1.1 The parties hereto shall be and remain bound by the terms and conditions of the Central States Area Master Dairy Agreement, as well as to this Local 600 Addendum to said Master Dairy Agreement pursuant to Article 21 of the Central States Area Master Dairy Agreement.
- 1.2 The parties recognize that the expiration date of the Central States Area Master Dairy Agreement and the expiration date of this Local 600 Addendum are different. Nothing contained herein shall limit either party from participating in future collective bargaining on a new Master Dairy Agreement when the present master Agreement is cancelled or terminated and both parties shall have all legal rights when so bargaining, including the right to utilize economic forces.
- 1.3 The Employer recognizes the Local as the exclusive bargaining agent of all the production employees, excluding guards and supervisors as defined by the Act.

ARTICLE 2.

NO STRIKE

- 2.1 In the event of a dispute, difference or disagreement between the Employer and the Union concerning the interpretation or application of the terms of this Addendum, or concerning matters and things not falling within the scope of this Addendum, there shall be no strike, lock-out, tie-up, or legal proceedings without first complying with the provisions of the Master Agreement.

ARTICLE 12

PENSIONS

- 12.1 The Employer shall make contributions and be bound during the term of this Agreement to a pension plan known as the Central States, Southeast and Southwest Areas Pension Fund.
- 12.2 Contributions to the Pension fund shall be made by the employer for each regular full time employee covered by this Agreement starting after sixty (60) days of employment for each week in which the employee works, and is on vacation and for a period, including up to four (4) weeks when the employee is off the job due to sickness or off-the-job injury and for a period when the employee is off work due to an on-the-job injury until the employee returns to work or until a Workers' compensation settlement is made, but in no event longer than six (6) months.
- 12.3 The contributions shall be:
- | | |
|-------------------------|--------------------|
| Effective April 2, 2013 | \$ 193.10 per week |
| Effective April 2, 2014 | \$ 204.70 per week |
| Effective April 2, 2015 | \$ 217.00 per week |
| Effective April 2, 2016 | \$ 225.70 per week |
| Effective April 2, 2017 | \$ 234.70 per week |
- 12.4 The Company agrees to add a 401(k) plan. The Company will not contribute to this plan. All contribution will be employee contributions.

ARTICLE 13

SENIORITY AND BIDDING

- 13.1 There shall be the following division:
- (A) Plant division
 - 1) Skilled Department
 - 2) Packer Department
- 13.2 Seniority provisions of the Master Agreement shall apply to all employees with the exceptions and additions as stated in this Article.
- 13.3 There shall be one (1) division, Plant. Seniority shall apply by division, however, in the event of a lay-off in the skilled department, if said employee has more seniority than the least senior individual employed in the packer department, said employee may voluntarily bump into the packer department. Such individual shall maintain his/her seniority in the skilled department and shall be subject to recall to the skilled department. Anyone who elects to bump into the packer classification will be paid the packer rate of pay.
- 13.4 All permanent positions in the Skilled Department are subject to bid. The skilled Department consists of the following classifications: Clean-up, Warehouse, Operators, and cooler. In the event an employee is awarded a bid in the skilled department, he/she shall hold his/her seniority, as stated and posted on the

UNION LOCAL 600
ST. LOUIS
LOCAL ADDENDUM TO
CENTRAL STATES
MASTER DAIRY AGREEMENT

Period Covered

April 1, 2014 - March 31, 2019

ICE CREAM SPECIALTIES, INC.
MAINTENANCE AGREEMENT

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DEPARTMENT

**ICE CREAM SPECIALTIES
ADDENDUM
TO
CENTRAL STATES MASTER DAIRY AGREEMENT**

This Addendum to the Master Dairy Agreement made and entered into as of the 1st day of April 2014, by and between ICE CREAM SPECIALTIES, INC., signatories hereto, hereinafter referred to as "the Employer" or "the Company", and LOCAL NO. 600, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as "the Local Union" or "the Local".

WHEREAS, the parties herein are parties to the Master Dairy Agreement, and WHEREAS, the parties desire to supplement the Master Dairy Agreement with an Addendum Agreement setting forth the local agreement as to wages, hours, terms and conditions of employment.

NOW, THEREFORE, the parties agree to the following terms and conditions:

ARTICLE 1 - SCOPE OF AGREEMENT

- 1.1 The parties hereto shall be and remain bound by the terms and conditions of the Central States Area Master Dairy Agreement, as well as to this Local 600 Addendum to said Master Dairy Agreement pursuant to Article 21 of the Central States Area Master Dairy Agreement.
- 1.2 The parties recognize that the expiration date of the Central States Area Master Dairy Agreement and the expiration date of this Local 600 Addendum are different. Nothing contained herein shall limit either party from participating in future collective bargaining on a new Master Dairy Agreement when the present master Agreement is cancelled or terminated and both parties shall have all legal rights when so bargaining, including the right to utilize economic forces.
- 1.3 The Employer recognizes the Local as the exclusive bargaining agent of all the maintenance employees, excluding guards and supervisors as defined by the Act.

ARTICLE 2 - NO STRIKE

- 2.1 In the event of a dispute, difference or disagreement between the Employer and the Union concerning the interpretation or application of the terms of this Addendum, or concerning matters and things not falling within the scope of this Addendum, there shall be no strike, lock-out, tie-up, or legal proceedings without first complying with the provisions of the Master Agreement.

Prairie Farms and Subsidiaries Health Care Plan. The Dairy Industry Welfare Fund is the primary provider.

ARTICLE 12 - PENSIONS

- 12.1 The Employer shall make contributions and be bound during the term of this Agreement to a pension plan known as the Central States, Southeast and Southwest Areas Pension Fund.
- 12.2 Contributions to the Pension fund shall be made by the employer for each regular full time employee covered by this Agreement starting after sixty (60) days of employment for each week in which the employee works, and is on vacation and for a period, including up to four (4) weeks when the employee is off the job due to sickness or off-the-job injury and for a period when the employee is off work due to an on-the-job injury until the employee returns to work or until a Workers' compensation settlement is made, but in no event longer than six (6) months.
- 12.3 The contributions shall be:
- | | |
|-------------------------|-------------------|
| Effective April 1, 2014 | \$204.70 per week |
| Effective April 5, 2015 | \$217.00 per week |
| Effective April 4, 2016 | \$225.70 per week |
| Effective April 3, 2017 | \$234.70 per week |
| Effective April 1, 2018 | \$244.10 per week |
- 12.4 The Company agrees to add a 401(k) plan. The Company will not contribute to this plan. All contributions will be employee contributions.

ARTICLE 13 - SENIORITY AND BIDDING

- 13.1 There shall be the following division:
- (A) Maintenance Division
- 13.2 Seniority provisions of the Master Agreement shall apply to all employees with the exceptions and additions as stated in this Article
- (a) All Maintenance Division job openings that are to be posted shall be posted for five (5) calendar days and all bids must be made within the said five (5) calendar days.
- (b) To be eligible to bid on a Maintenance Division job opening, an employee must have at least ninety (90) working days seniority with the Company.
- (c) The employee awarded a Maintenance Division job under a bid shall be placed in the awarded job within two (2) weeks from the date of the opening of the bids.

ORIGINAL

**LOCAL ADDENDUM TO
CENTRAL STATES
MASTER DAILY AGREEMENT
BETWEEN
TEAMSTERS LOCAL UNION NO. 600
AND
NORTH STAR DISTRIBUTING CO.
AUGUST 1, 2012 – JULY 31, 2016**

RECEIVED

MAY 20 2013

**CONTRACT
DEPARTMENT**

This Addendum to a Master Dairy Agreement made and entered into as of the 1st day of August, 2012, by and between North Star Distributing Company, the "Employer" or the "Company," and Local 600, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Local Union".

ARTICLE 1

SCOPE OF AGREEMENT

1.1 The parties hereto shall be and remain bound by the terms and conditions of the Central States Area Master Dairy Agreement, as well as to this Local 600 Addendum to said Master Dairy Agreement Pursuant to Article 21 of Central States Area Master Dairy Agreement.

1.2 The parties recognize that the expiration date of the Central States Area Master Agreement and the expiration date of this Local 600 Addendum are different. Nothing contained herein shall limit either party from participation in future collective bargaining on a new Master Dairy Agreement when the present Master Agreement is cancelled or terminated and both parties shall have all legal rights when so bargaining, including the legal right to utilize economic forces.

1.3 The Employer recognizes the Local as the exclusive bargaining agent of the drivers and cooler employees, excluding guards, office and clerical employees, supervisors, and others presently excluded.

1.4 A New employee hired as a regular full time employee shall work under the provisions of this agreement, but shall be employed only on a ninety (90) calendar day or such further period as may be agreed upon between the Employer and the Local Union, 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 the seniority provisions of this agreement or discriminating against union members. After ninety (90) calendar days or such further period, the employee shall be placed on the regular seniority list. If a helper or seasonal employee has been employed on a ninety (90) calendar day trial basis when he or she becomes full time, he or she will not be required to serve an additional ninety (90) calendar days as a full time employee.

Option A: Retiree continues to pay the published premium to maintain the same coverage as an active employee. The retiree retains the option of choosing the deductible level and may still cover eligible dependents. As the retiree and spouse become eligible for Medicare the premium will drop to the Medicare supplement coverage, although benefits are still the same as an active employee. Medical premiums are subject to change annually.

Option B: Retiree may elect to pay three hundred and seventeen dollars (\$317) per month for the \$600 deductible plan for the retiree only. A spouse may be covered by the \$600 deductible plan at age 57 for an additional \$317. If the spouse is under age 57 the full premium payment must be paid to age 57. Dependent children cannot be covered under this option.

When the retiree is eligible for Medicare, all coverage stops. When the spouse becomes eligible for Medicare, all coverage stops. This option also provides the same benefits, as an active employee except there is no choice of deductible level. Only the \$600 deductible is available.

The three hundred and seventeen dollar (\$317) rate is subject to change annually in the event of an increase in the Employer's cost for this coverage. The retiree will pay ten percent (10%) of the rate increase amount.

12.6 For the term of this Agreement, the Employer agrees to make contributions to the Dairy Industry and Allied Foods, of St. Louis, Missouri, Employees' Welfare Fund in the amount of eight dollars (\$8.00) per week for each regular full time employee. Employees will file for benefits under this plan before they file a claim with the Prairie Farms and Subsidiaries Health Care Plan.

ARTICLE 13

PENSION

13.1 The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund. Effective August 1, 2012, contributions to the Central States, Southeast and Southwest Areas Pension Fund shall be one hundred ninety-three dollars and ten cents (\$193.10) per week, per employee. Effective August 1, 2013, contributions to the Central States, Southeast and Southwest Areas Pension Fund shall be two hundred dollars and eighty cents (\$200.80) per week, per employee. Effective August 1, 2014, contributions to this Fund shall be two hundred-eight dollars and eighty cents (\$208.80) per week, per employee.

Effective August 1, 2015, contributions to this Fund shall be two hundred-seventeen dollars and seventeen cents (\$217.20) per week, per employee. Effective August 1, 2016, contributions to this Fund shall be two hundred-twenty five dollars and ninety cents (\$225.90) per week, per employee. (other than seasonal and helper employees).

13.2 Contributions to the Central States Pension Fund shall be made by the Employer for each regular full time employee covered by this Agreement starting after ninety (90) days of regular full time employment (other than helper and seasonal employees) for each week in which the employee works, and is on vacation and for a period, including up to four (4) weeks when the employee is off work due to sickness or off-the-job injury and for a period when the employee is off work due to an on-the-job injury until the employee returns to work or until a Workmen's Compensation settlement is made, but in no event longer than six (6) months.

ARTICLE 14

SENIORITY AND BIDDING

14.1 Seniority provisions of the Master Dairy Agreement shall apply to all regular full time employees with the exceptions and additions as stated in this Article. There shall be the following divisions:

(a) Delivery Division

(b) Cooler Division

14.2 (a) Seniority shall be by division. In the event of elimination of a cooler shift or position on days, said employee shall have the right to bump junior employees on another shift on days. This will also apply to Article 14.4 concerning temporary bids.

(b) In reducing forces or layoffs because of lack of work or legitimate cause, the least senior employee in the division shall be laid off. The last employee laid off in a division shall be the first employee rehired in that division. There shall be no bumping except as specifically provided for herein. In the event of reduction in force within the delivery division, if the least senior employee possesses only a Class B CDL and said position requires a Class A CDL, the Company will agree to provide the affected employee a maximum of thirty (30) calendar days training to acquire a Class A CDL. All such Training will be at Company expense.

AGREEMENT

BETWEEN

GEORGE J. IGEL & CO., INC.

AND

TEAMSTERS LOCAL UNION NO. 284

EXPIRES: MAY 1, 2013

RECEIVED

MAY 12 2011

**CONTRACT
DEPARTMENT**

AGREEMENT

THIS AGREEMENT, made and entered into by and between GEORGE J. IGEL & CO., INC., 2040 Alum Creek Drive, Columbus, Ohio, hereinafter referred to as the "EMPLOYER" or "COMPANY", and TEAMSTERS LOCAL UNION NO.284, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, 555 East Rich Street, Columbus, Ohio, hereinafter referred to as the "Union".

PREAMBLE

The Construction industry is engaged in furnishing facilities essential to the progress and well being of the general public. Both of the parties to this Agreement recognize that they have a high degree of responsibility to the public to serve its needs without interruption.

Therefore, it is desirable to promote harmonious relations between the parties in the interest of the public and in the interest of the parties as well.

Employees shall be free to select the Contractor for whom they desire to work, and the Company shall be free to select the employees whom he desires to employ, subject to the terms of this Agreement.

Employees are to be paid the wages applicable to the work performed without any discount and in return the Company is to receive a fair and honest day's work.

The Company is to be the sole judge as to the satisfactory performance of work by an employee, and may discharge for just cause, any employee whose work is unsatisfactory or who fails to observe the safety precautions, or other rules and regulations prescribed by the Company for health, safety and protection of his employees. However, no employee shall be discharged for defending the rights of any employee under the terms of this Agreement.

By the execution of this Agreement it is the intent of the parties to stabilize employment in the construction industry, establish an orderly procedure for the settlement of misunderstandings, grievances or disputes, agree upon wage rates, hours and conditions of employment, and to eliminate strikes, boycotts, lockouts, stoppages of work to the end that the Employer is assured continuity for operation and the employees of the Employer are assured continuity of employment. Now, therefore, the Employer and the Union agree as follows:

ARTICLE XI

SAVINGS CLAUSE

It is mutually agreed that, if any clause, term or provision of this Agreement is, or is hereafter, found to be illegal or in contravention of any court ruling, National Labor Relations Board ruling or ruling of any Board or Agency having jurisdiction in the matter, such clause, term, or provision shall be or become inoperative of any effect without disturbing the other clauses, terms or provisions of this Agreement. The remaining part of the Agreement shall remain in full force and effect.

ARTICLE XII

DISCHARGE

No member of the Union shall be discharged or taken out of service by the Company, except for dishonesty, or being under the influence of drugs and/or alcohol, without the right to a hearing and to having representation of choice of steward or agent at said hearing. In all cases, general company conduct rules will apply.

ARTICLE XIII

PENSION

Effective May 1, 2001, pension benefits are provided with the Central States Pension Fund at the level of 17B. The Company shall pay the following per eligible employee.

May 01, 2010	May 01, 2011	May 01, 2012
\$5.30 per hour	\$5.30 per hour	\$5.30 per hour

If the OCA benefit levels change throughout the life of this Agreement the Company will contribute this new benefit level if different than listed above.

**ARTICLES OF AGREEMENT BETWEEN
ILLINOIS VALLEY GLASS & MIRROR COMPANY
AND
TEAMSTERS, CHAUFFEURS & HELPERS LOCAL UNION NO. 627**

THIS AGREEMENT, EFFECTIVE THE 1ST DAY OF April, 2015, is by and between ILLINOIS VALLEY GLASS & MIRROR COMPANY, INC., HEREINAFTER REFERRED TO AS THE "Employer" or "Company", party of the first part, and the TEAMSTERS, CHAUFFEURS & HELPERS LOCAL UNION NO. 627, hereinafter referred to as the "Union", affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, party of the second part.

ARTICLE 1

RECOGNITION

Section 1: The Company agrees to recognize, and does hereby recognize, the Union, its agents, representative, or successors as the exclusive bargaining agency for its employees in the Working Shop Foreman and Helper/Warehouse/Delivery classifications.

Section 2: 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.

ARTICLE 2

NON-DISCRIMINATION

Section 1: The Employer and the Union agree not to discriminate against any individual with respect to his/her hiring, compensation, or terms or conditions of employment because of such individual's race, color, religion, sex, age, disability, sexual orientation, national origin, ancestry or marital status, citizenship status, military status, unfavorable discharge from military status or any other applicable factor that is unlawfully discriminatory, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of his/her race, color, religion, sex, age, disability, sexual orientation, national origin, ancestry, marital status, citizenship status, military status, unfavorable discharge from military status or any other applicable factor that is unlawfully discriminatory. Disabled employees are encouraged to make suggestions to management concerning reasonable accommodation to their condition

ARTICLE 18

HEALTH & WELFARE

Section 1: Effective April 1, 2015 or the effective date of this Agreement, whichever is later, the Employer shall contribute to the Teamsters & Employers Welfare Trust of Illinois, the sum of Two Hundred Forty Dollars (\$240.00) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more; effective April 1, 2016, the weekly contribution shall be Two Hundred and Seventy Five Dollars (\$275.00), effective April 1, 2017, the weekly contribution shall be Three Hundred Fifteen Dollars (\$315.00), and remain so through the duration of the 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 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 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 & Welfare Fund during the period of absence.

ARTICLE 19

PENSION FUND

Section 1: The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund commencing April 1, 2015 or the first full payroll period after ratification, whichever is later, the sum of One Hundred Forty Eight Dollars and 60 cents (\$148.60) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more, as of April 1, 2016, One Hundred Fifty Four Dollars and 50 cents (\$154.50); as of April 1, 2017, One Hundred Sixty Dollars and 70 cents (\$160.70) through the term of the contract.

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. No employer signatory to this Agreement shall be obligated to make any contributions to any other pension fund 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.

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: 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; provided, however, that no contributions 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.

Section 5: 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 its contribution to the Health & Welfare Fund or Pension Fund or Funds created under this contract, in accordance with the rules and regulations of the Trustees of such Funds created under this contract, and after the proper official of the Local Union shall have given seven (7) days notice to the Employer of such delinquency in Health & Welfare or Pension payments, the 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 employees for any Health & Welfare or Pension losses resulting therefrom.

ARTICLE 20

JURY DUTY

Section 1: The Company agrees to pay the difference between the regular rate of pay and the amount received by the employee for jury service, provided the employee is required to and does serve on any jury. It is agreed that the Company is to pay only the amount herein set forth for seven (7) days of jury service in any one (1) year of the term of this Agreement. Upon receipt of summons for jury duty, the employee shall notify his supervisor.

ARTICLE 21

FUNERAL LEAVE

Section 1: In the event of a death in the immediate family (parents, brothers or sisters, children, spouse or spouse's parents) employees shall be given up to three (3) days' leave to attend the funeral services and he shall be paid the regular rate of pay for such leave. Proof of death and/or proof of the relationship may be required.

ARTICLE 22

SUBSTANCE ABUSE POLICY

Section 1: The employer's current Substance Abuse Policy is attached hereto and made a part hereof.

ARTICLE 23

SEPARABILITY AND 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 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, or of the Employer, 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 the contract to the contrary.

ARTICLE 24

EXPIRATION

Section 1: This Agreement shall continue in full force and effect from April 1, 2015 until 11:59 P. M., March 31, 2018, and shall continue in full force and effect from year to year thereafter unless either party shall desire to change any of its terms, in which case, the desired changes will be served on the other party in writing at least sixty (60) days prior to the anniversary date.

ILLINOIS VALLEY GLASS &
MIRROR COMPANY, INC.

BY

Redacted by U.S. Treasury

TEAMSTERS, CHAUFFEURS &
HELPERS LOCAL UNION NO. 627

Redacted by U.S. Treasury

BY

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DEPARTMENT

11

COLLECTIVE BARGAINING AGREEMENT

by and between

TEAMSTERS LOCAL UNION NO. 731

affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

and

TEAMSTERS JOINT COUNCIL NO. 25

and

INDEPENDENT MECHANICAL INDUSTRIES, INC.



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OCT 15 2013

**CONTRACT
DEPARTMENT**

effective

October 1, 2013 through September 30, 2016

INDEPENDENT MECHANICAL INDUSTRIES, INC.

This Agreement shall become effective the 1st day of October, 2013 by and between Independent Mechanical Industries, Inc., (hereinafter referred to as the "EMPLOYER") and Excavating, Grading, Asphalt, Private Scavengers and Recyclers, Automobile Salesroom Garage Attendants, Linen and Laundry and Machinery, Scrap Iron, Steel and Metal Trade Chauffeurs, Handlers, Helpers and Alloy Fabricators Local Union No. 731, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the "UNION").

ARTICLE I - RECOGNITION AND UNION SHOP

Section 1. The EMPLOYER recognizes the UNION as the sole and exclusive Bargaining Representative for all regular Employees occupying job classifications covered by this Agreement.

Sec. 2. Upon the execution of this Agreement all Employees of the EMPLOYER covered by this bargaining agreement as mentioned in Section 1 above, who are not members of the UNION, shall on their thirty-first (31st) day of employment with the EMPLOYER, become members of the UNION.

Sec. 3. All Employees covered under this Agreement following the thirty (30) day waiting period while in the employ the EMPLOYER must become a member of the UNION and maintain continuous good standing with the UNION. Any delinquent Employee shall not be allowed to work pursuant to this Agreement after written notice is provided to the EMPLOYER by the UNION.

Sec. 4. All new Employees hired who are not members of the UNION, shall become members of the UNION on the thirty-first (31st) day after being hired or on the thirty-first (31st) day after the effective date of this Agreement; whichever is the latter, and shall thereafter maintain their membership in the UNION in good standing as a condition of continued employment.

Sec. 5. When the EMPLOYER requires additional Employees the EMPLOYER shall give the UNION equal opportunity with all sources to provide suitable applicants but shall not be required to hire those referred by the UNION. The full names and complete addresses of these extra Employees shall be forwarded to the Office of the Union within twenty-four (24) hours after their hiring.

ARTICLE II - WORKWEEK AND OVERTIME

Section 1. Eight (8) hours in one (1) day shall constitute a workday from 6:30 A.M. to 3:00 P.M., with one-half (½) hour for lunch; however, the EMPLOYER may establish and alternate starting time, other than 6:30 A.M. for any specific job from 5:30 A.M. to 6:30 A.M. for an eight (8) hour day at the applicable straight-time hourly rate. The workweek shall be Monday through Friday, inclusive. Any hours worked after eight (8) hours shall be paid for at one and one-half (1½) of the applicable straight-time hourly rate.

Sec. 2. The contribution rates specified above are maximum rates. In the event the rate eventually adopted by the Trustees for the Benefit Plan is less than the rate specified above, the EMPLOYER shall only be required to pay the rate adopted by the Trustees. The Trust Agreement of the Central States, Southeast and Southwest Areas Health and Welfare Fund is incorporated into this Agreement and the EMPLOYER agrees to be bound by that Agreement.

Sec. 3. Contributions shall be paid on behalf of each full-time Employee covered by the collective bargaining agreement, for each contribution period such Employee is entitled to receive compensation, including show-up pay, overtime pay, holiday pay, disability or illness pay, layoff or severance pay, vacation pay, or the payment of wages for any other reason.

Sec. 4. 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 four (4) weeks. If an Employee is receiving no wages due to 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 be paid for a period of no more than four (4) weeks.

ARTICLE XV – PENSION PLAN

Section 1. The EMPLOYER agrees to contribute the following stated amounts in accordance with the Central States, Southeast and Southwest Areas Pension Fund, including vacation weeks for each Employee covered by this Agreement who has been on payroll thirty (30) days or more:

- Effective October 1, 2013.....\$200.80 per week
- Effective October 1, 2014.....\$208.80 per week
- Effective October 1, 2015.....\$217.20 per week

ARTICLE XVI – NO STRIKES OR LOCKOUTS

Section 1. There shall be no strikes or lockouts during the life of this Agreement until the provisions of Section 2 of this Article have been satisfied.

Sec. 2. In the event of any differences arising, they shall be referred to the Wage Scale Committee of both parties, and if no understanding can be reached, it shall be referred to a Committee of three (3), one (1) to be selected by the EMPLOYER, one (1) by the UNION and the third to be selected by the first two (2) parties, who shall constitute a full Committee to adjust such differences and while such differences are pending, there shall be no lockout or strike, and the decision of the Committee shall be final and binding.

Sec. 3. The UNION and Employee/s shall have no recourse pursuant to the grievance procedure as contained within this Agreement when Employee(s) are disciplined or discharged for dishonesty, intoxication or neglect of duty while engaged in strike activity.

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Central States Funds 8475189792

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Received:

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Central States Funds 8475189792

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INDEPENDENT MECHANICAL INDUSTRIES, INC.
ACCOUNT NO.: 3969750-0104-00731-A

LETTER OF UNDERSTANDING AND AGREEMENT

The Employer agrees to contribute the following stated amounts in accordance with the Central States, Southeast and Southwest Areas Pension Fund, including vacation weeks for each Employee covered by the Collective Bargaining Agreement who has been on the payroll thirty (30) days or more:

Effective October 1, 2013.....\$200.90 per week
Effective October 1, 2014.....\$208.90 per week
Effective October 1, 2015.....\$217.30 per week

INDEPENDENT MECHANICAL
INDUSTRIES, INC.

Redacted by U.S. Treasury

By:

Joseph P. Reynolds

Title: PresidentDate: 2/13/2014

LOCAL UNION NO. 731

Redacted by U.S. Treasury

By:

WALTER G. THIBODEAU

Title: BUSINESS REP/TRUSTEEDate: 02/14/14

UNIFORM EXCAVATORS AGREEMENT

BETWEEN

INDIANA EARTH, INC.

of
Osceola, Indiana

RITSCHARD BROTHERS., INC.

of
South Bend, Indiana

and

TEAMSTERS LOCAL UNION NO. 364

of
South Bend, Indiana



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**CONTRACT
DEPARTMENT**

Covering the period from 05-31-2012 through 05-30-2015

UNIFORM EXCAVATORS AGREEMENT
05-31-2012 through 05-30-2015

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

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

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

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

ARTICLE 1
RECOGNITION, UNION SHOP AND CHECK-OFF

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

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

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

Section 4. The Employer agrees to deduct from the pay of all employees covered by this Agreement dues, initiation fees and/or uniform assessments of the Union having jurisdiction

(c) In the event of a layoff, the Employer shall continue to make health and welfare contributions for seven (7) weeks each contract year. New employees who have not physically worked twenty-six (26) weeks for the Employer shall not be eligible for the seven (7) weeks of contributions paid on layoff.

Any personal days shall be counted against the seven (7) weeks paid on a layoff. (Example: Each five (5) personal days off in a contract year shall reduce the weeks available for payment on laid-off weeks by one (1) week.)

5. HOLIDAYS

The following shall be considered as legal holidays:

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

6. PENSION

(a) Effective May 31, 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 May 31, 2013, the Employer shall contribute to the Fund the sum of One Hundred Thirty-Eight Dollars and Ten Cents (\$138.10) per employee. Effective May 31, 2014, the Employer shall contribute to the Fund the sum of One Hundred Forty-Three Dollars and Sixty Cents (\$143.60) per employee.

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

7. EQUAL EMPLOYMENT OPPORTUNITY

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

AFFIRMATIVE ACTION: Each Union agrees to participate in an Affirmative Action Program that is agreed upon between the Unions and the Michiana Builders Association, Inc. or to participate in an existing plan known as the South Bend Home Town Plan.

AGREEMENT

BETWEEN

CONSOLIDATED CONTAINER, LLC

(DRIVERS)

AND

TEAMSTERS LOCAL UNION NO. 120

RECEIVED

APR 08 2013

**CONTRACT
DEPARTMENT**

APRIL 1, 2013 – MARCH 31, 2018

ARTICLES OF AGREEMENT

The undersigned **CONSOLIDATED CONTAINER, LLC (DRIVERS)**, a Minnesota corporation, hereinafter referred to as the Employer, and **CENTRAL REGION OF TEAMSTERS** ("Central Region") representing Local Unions within the Central Region affiliated with the International Brotherhood of Teamsters, 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.

Section 2. This agreement shall be applicable to all employees of the Employer performing work within the classifications set forth herein within the geographic jurisdiction of the Local Union. The Union and Employer agree that the employees covered under this Agreement shall constitute one (1) single bargaining unit.

Section 3. 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 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. Upon written authorization of any 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 Union and agrees to remit to said Union all such deductions. Union dues for casual employees shall be two times the hourly rate per month.

ARTICLE 13 PENSION PLAN

Effective July 27, 1998, 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 rate of weekly contributions to the Pension Fund shall be:

<u>4/1/2013</u>	<u>4/1/2014</u>	<u>4/1/2015</u>	<u>4/1/2016</u>	<u>4/1/2017</u>
\$258.60	\$274.00	\$290.40	\$302.00	\$314.10

If the above rates should change through the life of this agreement, the company/party signatory to this Agreement agrees to negotiate new rates up to a maximum of \$14.00 or thirty-five cents (.35) per hour based on a forty (40) hour work week.

The Employer shall make such contributions to the Pension Fund (i) on behalf of regular employees in accordance with Article III, 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 there from.

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.

CONSOLIDATED CONTAINER, LLC
ACCOUNT NO.: 3987800-0100-00120-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, including casual employees, 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.

CONSOLIDATED CONTAINER, LLC

Redacted by U.S. Treasury

By: _____

Title: President

Date: 8/19/13

LOCAL UNION NO. 120

Redacted by U.S. Treasury

Title: BA

Date: 8/19/13



**TEAMSTERS LOCAL UNION NO.
710**

AND

INDUSTRIAL PIPE AND SUPPLY CO.

DRIVERS

ARTICLES OF AGREEMENT

MAY 1, 2012 THRU APRIL 30, 2015

RECEIVED

JUN 25 2012

**CONTRACT
DEPARTMENT**

AGREEMENT

HIGHWAY DRIVERS, DOCKMEN, SPOTTERS, RAMPMEN, MEAT PACKING HOUSE AND ALLIED PRODUCTS DRIVERS AND HELPERS, OFFICE WORKERS AND MISCELLANEOUS EMPLOYEES LOCAL UNION 710 Affiliated with the International Brotherhood of Teamsters

This Agreement is made and entered into this 1st day of May, 2012 by and between **INDUSTRIAL PIPE AND SUPPLY COMPANY, (Drivers)** members of which agree to carry liability insurance covering the employees under the Workmen's Compensation Act, giving the name of the insurance company carrying their insurance and date of expiration of policies, hereinafter referred to as the Company, and the **HIGHWAY DRIVERS, DOCKMEN, SPOTTERS, RAMPMEN, MEAT PACKING HOUSE AND ALLIED PRODUCTS DRIVERS AND HELPERS, OFFICE WORKERS AND MISCELLANEOUS EMPLOYEES LOCAL UNION 710 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS** hereinafter referred to as the Union.

ARTICLE I - Recognition-Union Shop

- (a) The Company recognizes the Union as the sole and exclusive bargaining agent for all employees covered by this Agreement as mentioned: Highway Drivers, Dockmen, Spotters, Rampmen, Meat Packing House and Allied Products Drivers and Helpers, Office Workers and Miscellaneous employees Local Union 710 affiliated with the International Brotherhood of Teamsters hereinafter referred to as the Union.
- (b) Upon the signing of this Agreement all employees of the Company covered by the bargaining unit as mentioned in Section (a), Article I, who are not members of the Union, shall on their 30th day of employment with the Company, become members of the Union.
- (c) All employees included under this Agreement after the thirty (30) day waiting period while working for the Company must be a member of the Union, and in good standing with Local 710. Any delinquent employee shall not be allowed to work under this Agreement after written notice is given to the Company by Local No. 710.
- (d) All new employees hired who are not members of the Union, shall become members of the Union on the 30th day after being hired on the 30th day after the effective date of this contract, whichever is the later, and shall thereafter maintain their membership

ARTICLE XIII - Pension Plan

(a) 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 Rules and Regulations of the Pension Fund, all on behalf of each regular employee covered by the plan, who has been employed for thirty (30) days as follows:

Effective May 1, 2012	\$132.30 per week
Effective May 1, 2013	\$137.60 per week
Effective May 1, 2014	\$143.10 per week

(b) Payments shall be made by check payable to the Pension Fund, together with all required forms, showing computation thereof, all of which shall be delivered to the Pension Fund.

(c) Payments to the Pension Fund shall be made by the Company on a monthly basis on or before the 10th day of the month following that for which payment is being made.

(d) Employees hired after 5-1-2012 will become members in the Company sponsored 401 K Plan. The Company will match funds up to the \$70.00 max per month on matching funds which is based on the Employee's contribution rate to 401K Plan. Company matching funds is currently on hold. Company matching funds will be determined year to year each January. (Economic opener for 401K to be discussed)

(e) The Employer agrees to maintain the contribution rate at the current primary schedule as determined by the Central States Southwest and Southwest Areas Health, Welfare and Pension Funds, for the Collective Bargaining Agreement from May 1, 2012 through April 30, 2012, between Teamsters Local 710 and Industrial Pipe & Supply.

ARTICLE XIV - Grievance Procedure

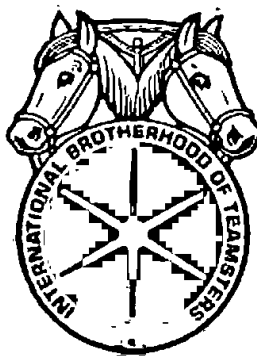
(a) There shall be no strikes or lockouts during the life of this Agreement.

(b) Any and all disputes and differences whatsoever, regarding the interpretation, application or meaning of this Agreement, between the Company on the one hand, and the Union or any of its members or employees of the Company on the other hand, shall be exclusively settled in the following manner

AGREEMENT
BETWEEN
INDUSTRIAL TRANSMISSION EQUIPMENT, INC.
of
Plymouth, Indiana

and

TEAMSTERS LOCAL UNION NO. 364
of
South Bend, Indiana



Covering the period from 03-24-2012 through 03-23-2016.

RECEIVED

JUL 1'S 2012

CONTRACT
DEPARTMENT

**ARTICLES OF AGREEMENT
INDUSTRIAL TRANSMISSION EQUIPMENT, INC.
03-24-2012 through 03-23-2016**

THIS AGREEMENT is made and entered into by and between INDUSTRIAL TRANSMISSION EQUIPMENT, INC., party of the first part and hereinafter termed the Employer, and LOCAL UNION NO. 364, 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 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;

WITNESSETH:

**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 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. 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 reasonably can be filled by a permanent employee within the bargaining unit. An emergency or temporary situation is defined as a condition brought about by illness or absenteeism. Supervisory employees may assist in temporary operations requiring their technical skills or experience.

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 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. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

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

	<u>06-01-2012</u> (to the end of the contract)
Employee only	\$ 0.00
Employee/Children	\$40.00
Employee/Spouse	\$55.00
Employee/Family	\$90.00

Section 5. The obligation to make the above contributions shall continue during periods when the collective bargaining agreement is being negotiated.

Section 6. The Employer will contribute on behalf of a participant whose absence from the job is due to military duty for the first four (4) weeks following the week in which military duty commenced.

Section 7. The Employer will provide a \$15,000.00 life-insurance policy on each employee.

ARTICLE 17 **PENSION**

Section 1. Effective March 24, 2012, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of One Hundred Two Dollars and Seventy Cents (\$102.70) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective March 24, 2013, the Employer contribution shall be increased to One Hundred Eight Dollars and Ninety Cents (\$108.90) per week. Effective March 24, 2014, the Employer contribution shall be increased to One Hundred Thirteen Dollars and Thirty Cents (\$113.30) per week. Effective March 24, 2015, the Employer contribution shall be increased to One Hundred Seventeen Dollars and Eighty Cents (\$117.80) per week.

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 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.

ARTICLE 18 **ANTI-DISCRIMINATION**

It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all employees, without regard to age, race, sex, color, national origin, or political, religious or personal beliefs.

ARTICLE 19 **JURY DUTY**

The Employer agrees to pay an employee who serves as a 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 for up to five (5) days. In order to be eligible for payment, employees must notify their supervisor within twenty-four (24) hours after receipt of

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**INTERBAKE FOODS LLC
North Sioux City, South Dakota Division**

AND

**GENERAL DRIVERS & HELPERS UNION,
LOCAL NO. 554
Sioux City, Iowa**

RECEIVED

JUN. 05 2015

**CONTRACT
DEPARTMENT**

September 10, 2014 through June 1, 2021

COLLECTIVE BARGAINING AGREEMENT

INTERBAKE FOODS LLC - GENERAL DRIVERS & HELPERS UNION, LOCAL NO: 554

THIS AGREEMENT is made and entered into by and between Interbake Foods LLC of North Sioux City, South Dakota Division, hereinafter referred to as the "Employer", and General Drivers & Helpers Union, Local No. 554, of Sioux City, Iowa, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union", for the employees within the classifications hereinafter designated who are in the employ of the Employer.

This Agreement shall bind the heirs, administrators, executors, successors and assigns of both parties for the period set out in this Agreement.

This Agreement shall apply to all employees covered by the classifications named in the Agreement who are employed working in and out of the plant and warehouse of the Employer in North Sioux City, South Dakota.

WITNESSETH:

That in consideration of the covenants hereinafter contained by and on the part of each of the parties hereto, IT IS MUTUALLY AGREED as follows:

Article 1 - Union 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 Warehouse Working Foremen; all Warehouse employees in the Shipping and Receiving Departments; and all employees in the Maintenance Department including Working Foremen in said department.
- 1.3 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.
- 1.4 The Employer agrees to advise each new employee of its labor agreement with General Drivers & Helpers Union, Local 554, and to direct the new employee to the Union office to receive a copy of the Agreement.

with respect to any subject or matter desired, and that the understandings and agreements were arrived at by the parties after the exercise of that right and opportunity as set forth in this Agreement. Therefore, the parties agree that this Agreement constitutes the entire understanding and agreement of the parties and that neither party shall be required to do or refrain from doing anything unless set forth in this Agreement except by mutual consent in writing of the parties hereto.

Article 25 - Check-Off of Dues, Initiation Fees and Assessments

The Employer agrees to deduct from the pay of all employees covered by this Agreement any voluntary weekly deduction to DRIVE, membership dues, initiation fees and/or uniform assessments of the Local Union and agrees to remit all such deductions promptly to said Local Union. A written authorization will be given by the employee to the Employer in such form as may be required by the laws of the state of the employee's employment at the time of authorization. All such deductions are to be made in accordance with the laws of said state. Check-off procedures and timing shall be worked out between the Local Union and the Employer.

Article 26 - Bereavement Pay

When a death occurs in the employee's immediate family (defined as spouse, child, stepchild, mother, father, mother-in-law, father-in-law, sister, brother, grandparent, grandchild, and stepparent), the employee shall be entitled to be absent from work for a period of up to, but not more than, three (3) consecutive working days (one of which must be the day of the funeral). In the event of the death of an employee's sister-in-law or brother-in-law, the employee shall be entitled to be absent from work for one (1) regular work day ending with the day of the funeral. The employee shall, upon proper application, be compensated at his straight-time hourly classification rate for such working time lost, provided that the employee has acquired seniority at the time of the absence. The benefits of this Article shall not be applicable to holidays, vacation or lost overtime. Employees must attend the funeral in order to be eligible for bereavement pay. The Employer may require the employee to furnish proof of death and relationship to employee.

Article 27 - Pension

- 27.1 The Company has entered into an agreement dated _____, 2014 with the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund"). Pursuant to 29 U.S.C. § 1391(c)(5), the Pension Fund adopted an alternative method ("Alternative Method"), and the Pension Benefit Guaranty Corporation approved said Alternative Method effective October 14, 2011.

Effective June 9, 2013, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more the Employer shall contribute to the Central States Southeast and Southwest Pension Fund, Hybrid Plan the sum of two hundred forty-three and 90/100 dollars (\$243.90) per week:

- 27.2. This Fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other pension fund under this Agreement.
- 27.3 By the execution of this Agreement, the Employer authorizes the Employers Associations of the Central States, Southeast and Southwest Areas 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.
- 27.4 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.
- 27.5 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 although contributions may be made for those weeks into some other pension fund.
- 27.6 All payments into the Central States, Southeast and Southwest Areas Pension Fund must be made within ten (10) days from the ending date of each calendar period to the American National Bank, P.O. Box 1431, Chicago, Illinois 60690, Account #7000. Reports and checks must be mailed not later than ten (10) days after the ending date of the monthly periods set out by the Trustees for reporting and remitting.
- 27.7 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 the 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 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. It is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

AGREEMENT

By and Between

**Inter City Oil Co., Inc.
1923 South Street
Duluth, Minnesota 55812**

and

**TEAMSTERS GENERAL LOCAL UNION NO. 346
Duluth, Minnesota**

**November 1, 2014
through
October 31, 2017**

RECEIVED

MAR 03 2015

**CONTRACT
DEPARTMENT**

AGREEMENT

By and Between

INTER CITY OIL CO., INC.
DULUTH, MINNESOTA

and

TEAMSTERS GENERAL LOCAL UNION NO. 346
DULUTH, MINNESOTA

INTER CITY OIL CO., INC. hereinafter referred to as the "Employer" and **TEAMSTERS GENERAL LOCAL UNION NO. 346** of Duluth, Minnesota, of the International Brotherhood of Teamsters, representing employees in those classifications covered by this Agreement hereinafter referred to as the "Union" agree to the following provisions covering wages, hours and working conditions during the period of this Agreement. This Agreement shall supersede and replace all previous agreements between the parties hereto.

TERMS AND RELATIONS: This Agreement is intended to secure proper employment terms and conditions of said Employer and to advance friendly relations between the Employer and the employees. Both the Employer and employees agree to carry it out fairly.

ARTICLE 1.

RECOGNITION: A. The Employer agrees to and does hereby recognize the General Drivers Local Union No. 346 of the International Brotherhood of Teamsters, and those persons authorized to and acting in behalf of said Labor Union.

B. **REPRESENTATION:** The Union shall be the sole representative of all classifications of employees covered by this Agreement in collective bargaining with the Employer, and there shall be no discrimination against any employee because of Union affiliation.

C. **UNION SECURITY:** 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 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.

Failure on the part of the employee to pay his initiation fee or regular monthly dues shall require the Union to notify Employer in writing. After notice from the Union of failure on the part of any individual to complete membership in the Union as above required, or of failure to continue payment of dues to the Union, the Employer shall within thirty (30) days of such notice, discharge said employee. The Union agrees it will indemnify and hold the Employer harmless for any claims or other deductions as provided for above.

Section 1. 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.

D. **CHECK-OFF:** The Employer agrees to deduct from the pay of all employees covered by this Agreement dues and initiation fees of the Local Union having jurisdiction over such employees, and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employees, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Check-off procedures and timing shall be worked out locally. If there is no Agreement, the matter shall be referred to the grievance procedure.

ARTICLE 2.

INDIVIDUAL AGREEMENT: A. The Employer agrees not to enter into any Contract or Agreement with his employees, individually or collectively which in any way conflicts with the terms and provisions of this Agreement.

B. **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.

ARTICLE 3.

DISCHARGE: The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension, shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and Job Steward affected, except that no warning notice need be given to an employee before he is discharged if the cause is dishonesty, drunkenness, drinking on the job, illegal drug use, recklessness resulting in serious accident while on duty, suspension or revocation of CDL by State or Federal Authorities. The warning notice as herein provided shall not remain in effect for a period of more than six (6) months from the date of said warning notice. Discharge must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an

Any increase above the Employer contribution shall be deducted from employee's wages on a pre-tax basis.

Contributions to this fund are due before the tenth (10th) day of the following month.

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 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.

Contributions to the Health and Welfare Fund must be made 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 into some other Health and Welfare Fund. Employees who work either temporarily or part-time under the terms of this Contract shall not be covered by the provisions of this paragraph.

In the event the Employer elects to have a Company plan, the benefits shall be equal to the Teamsters Local 346 Health Fund Plan in effect at the time of the change or in excess of the benefits that date and the said contributions shall be handled in the same manner as provided for in the Health & Welfare Article in this present Agreement.

ARTICLE 38.

PENSIONS: Effective November 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. Effective November 1, 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 covered by this Agreement who has been on the payroll thirty (30) days or more. Effective November 1, 2016, 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 covered by this Agreement who has been on the payroll thirty (30) days or more. This plan has been negotiated under the 1982 schedule.

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.

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 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 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 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 39.

SICK LEAVE: Section 1. Sick leave for all employees shall be earned at the rate of one-half (½) day per month and be available for their use at the time of illness. It is also agreed that this sick leave shall be accumulated up to but not to exceed sixty (60) days. Sick leave is defined to mean regular rate of pay which the employee is receiving at the time of illness. Should the Employer require a doctor's certificate to verify the employee's illness, the Employer shall pay for the cost of receiving such a certificate. Sick Leave will not be used to accumulate overtime in the week used.

Section 2. Part-time employees are not covered by Section 1.

AGREEMENT

By and Between

**Inter City Oil Co., Inc.
1500 - 9th Street N
Virginia, MN 55792**

and

**TEAMSTERS GENERAL LOCAL UNION NO. 346
Duluth, Minnesota**

**November 1, 2014
through
October 31, 2017**

RECEIVED

MAR 03 2015

**CONTRACT
DEPARTMENT**

LABOR AGREEMENT

By and Between

INTER CITY OIL CO., INC.
Virginia, Minnesota

and

TEAMSTERS GENERAL LOCAL UNION NO. 346

INTER CITY OIL CO., INC. of Virginia, Minnesota hereinafter referred to as the "Employer" and **TEAMSTERS GENERAL LOCAL UNION NO. 346** of Duluth, Minnesota, of the International Brotherhood of Teamsters, representing employees in those classifications covered by this Agreement hereinafter referred to as the "Union" agree to the following provisions covering wages, hours and working conditions during the period of this Agreement. This Agreement shall supersede and replace all previous agreements between the parties hereto.

ARTICLE 1.

RECOGNITION: It is understood and agreed by and between the Employer and the Union that the Collective Bargaining Unit to which this Agreement applies are the drivers of the Employer, Inter City Oil Co., Inc., at Virginia, Minnesota. The Employer recognizes the Union as the exclusive bargaining agent for said employees only and for the purposes 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. Any applicants referred by the Union to the Employer shall be given an equal consideration with other applicants but the Employer shall not be required to hire those referred by the Union.

C. 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.

D. All new employees will be on a probationary basis for the first sixty (60) days of employment during which time they may be terminated by the Employer at his sole discretion and without recourse to the grievance or Arbitration Articles of this Agreement.

Section 2. CHECK-OFF: The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues of the Union having jurisdiction over such employees and agrees to remit to said Union. Where laws require written authorization by the employees, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

ARTICLE 3.

GENERAL CONDITIONS: SECTION 1. Bondability is a condition of employment. The Employer agrees to pay the normal premium for such bond.

Section 2. "Uniforms", if required, to be furnished by the Employer, shall be laundered and maintained by the Employee.

Section 3. It is further agreed that no employee covered hereby shall suffer any reduction in wages by reason of the execution of this Agreement.

Section 4. The Union agrees at all times to further the interests of the Employer.

Section 5. Employer will provide a one-hundred (\$100) dollar annual steel toe boot allowance. Employer may require employee to sign statement of such.

Section 6. The Employer will provide two (2) sets of gloves monthly to each Teamster Driver who is actively employed.

ARTICLE 4.

PROTECTION OF RIGHTS: The Employer shall not request or instruct any employee to go through the picket line of this Union or any affiliated Union.

ARTICLE 5.

DEFECTIVE EQUIPMENT: The Employer shall not require any employee to take out on the street or highways of this state or of any municipal corporation any motor vehicle which the Employer knows is not in safe operating condition, and all such vehicles and the equipment and accessories thereon shall at all times comply with all applicable federal

F. No employees shall be required to wait on the Employer's premises to be called for duty.

G. All employees shall be paid for all time spent in the services of the Employer.

H. If employees are required to be on call for emergency deliveries during the winter months when the threat of freezing a home exists, that employee will be compensated an additional one hundred (\$100.00) dollars per week by the Employer. The employee on call will carry the cell phone and will be responsible to credit check all the emergency calls prior to making a delivery. The tools needed to accomplish this will be provided to the on-call driver. The Union members will decide who is on call during the winter months and will provide the Employer with the rotation schedule thirty (30) days in advance.

ARTICLE 19.

PENSION: Effective November 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 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 November 1, 2015, 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. Effective November 1, 2016, 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.

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.

ARTICLE 20.

SALESMEN: ICO is appealing to all members to be active "salesmen" and assist with securing new accounts and retaining current accounts. All members are encouraged to stop by at current customers who place their homes for sale and explain the "top-off" procedure, as well as, appealing to have ICO recommended to the new customers. In addition, ICO encourages all members to solicit new business from homeowners who list their homes for sale (noting new realty signs as homes are placed on the market).

AGREEMENT

INTERIOR CONSTRUCTION SERVICES 2013 - 2016

THIS AGREEMENT MADE AND ENTERED INTO EFFECTIVE THE 1ST DAY OF MAY, 2013, BY AND BETWEEN INTERIOR CONSTRUCTION SERVICES, 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, WAREHOUSEMAN, YARD MEN, SALESMAN 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 WITH 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 OTHER 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 BUYING 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 (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 THE 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.

SECTION 4. CHECK – OFF: UPON RECEIPT OF WRITTEN AUTHORIZATION AS PROVIDED IN THE LABOR –MANAGEMENT RELATIONS ACT OF 1947, THE EMPLOYER AGREES TO DEDUCT ALL INITIATION FEES AND DUES WHICH THE PROPER OFFICIALS OF THE UNION MAY CERTIFY TO THE EMPLOYER, AND TO REMIT TO THE PROPER UNION OFFICIALS. A DUPLICATE LIST OF SUCH MONIES CHECKED OFF WILL BE GIVEN TO THE SHOP STEWARD. THE UNION SHALL GIVE THE EMPLOYER A CERTIFICATION OF SUCH FEES AND DUES ON OR BEFORE THE FIRST (1ST) DAY OF EACH MONTH, AND THE EMPLOYER AGREES TO MAKE THE DEDUCTION SO INDICATED FROM THE PAY OF EMPLOYEES, FROM THE SECOND PAY DAY OF EACH MONTH.

SECTION 5. DISCRIMINATION: THE EMPLOYER AGREES THAT HE WILL NOT SPONSOR OR PROMOTE, FINANCIALLY OR OTHERWISE, ANY GROUP OR LABOR ORGANIZATION FOR THE PURPOSE OF UNDERMINING THE UNION, NOR WILL HE INTERFERE WITH, RESTRAIN, COERCE, OR DISCRIMINATE AGAINST ANY OF HIS EMPLOYEES BECAUSE OF THEIR MEMBERSHIP IN THE UNION.

THE EMPLOYER ALSO AGREES THAT HE WILL NOT BARGAIN COLLECTIVELY WITH ANY LABOR ORGANIZATION OR GROUP OTHER THAN THE UNION FOR ANY OF THE EMPLOYEES WHO ARE MEMBERS OF THE BARGAINING UNIT HEREIN DESCRIBED AND COVERED.

ARTICLE II – DEFINITIONS

SECTION 1. EMPLOYEE: THE TERM “EMPLOYEE” SHALL INCLUDE ALL PERSON IN THE OPERATIVE DIVISION COVERED BY THIS CONTRACT EXCLUSIVE OF SUPERVISORY PERSONNEL AND PERSONS COVERED BY OTHER BARGAINING UNITS OTHER THAN THE TEAMSTERS UNION.

SECTION 2. CONTINUOUS SERVICE: THE TERM “CONTINUOUS SERVICE” AND “EMPLOYED CONTINUOUSLY” SHALL EXCLUDE ABSENCE FROM EMPLOYMENT DUE TO ACCIDENTS, PROVEN ILLNESS, DEATHS IN THE

PERIOD OF ONE WEEK AFTER AN EMPLOYEE HAS SIXTY (60) WORKING DAYS OF EMPLOYMENT WITH HIS EMPLOYER.

BY THE EXECUTION OF THIS AGREEMENT, THE EMPLOYER ADOPTS AND AGREES TO ABIDE BY THE PRESENT TRUST AGREEMENT AND THE HEALTH AND WELFARE BENEFITS ESTABLISHED THROUGH COLLECTIVE BARGAINING AS AFORESAID.

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 REQUIRED CONTRIBUTIONS FOR A PERIOD OF FOUR (4) WEEKS. IF AN EMPLOYEE IS INJURED ON THE JOB, THE EMPLOYER SHALL CONTINUE TO PAY THE REQUIRED CONTRIBUTIONS UNTIL SUCH EMPLOYEE RETURNS TO WORK; HOWEVER, SUCH CONTRIBUTIONS SHALL NOT BE PAID FOR A PERIOD OF MORE THAN SIX (6) MONTHS. WHEN ANY PARTY HERETO SHALL BE DELINQUENT AT THE END OF ANY PERIOD IN THE PAYMENT OF HIS CONTRIBUTION TO THE HEALTH AND WELFARE 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.

ARTICLE XX – PENSION

CENTRAL STATES SOUTHEAST AND SOUTHWEST PENSION FUND

EFFECTIVE MAY 1, 2013 THE EMPLOYER SHALL CONTRIBUTE THE SUM OF ONE HUNDRED NINETY THREE DOLLARS AND TEN CENTS (\$193.10) PER WEEK. THIS SHALL BE TOTAL PACKAGE INCREASE FROM THE WAGE PACKAGE OF ONE DOLLAR. (\$1.00)

EFFECTIVE MAY 1, 2014 THE EMPLOYER SHALL CONTRIBUTE THE SUM OF TWO HUNDRED FOUR DOLLARS AND SEVENTY CENTS (\$204.70) PER WEEK. THIS SHALL BE TOTAL PACKAGE INCREASE FROM THE WAGE PACKAGE OF ONE DOLLAR AND TWENTY FIVE CENTS. (\$1.25)

EFFECTIVE MAY 1, 2015 THE EMPLOYER SHALL CONTRIBUTE THE SUM OF TWO HUNDRED SEVENTEEN DOLLARS (\$217.00) PER WEEK. THIS SHALL BE TOTAL PACKAGE INCREASE FROM THE WAGE PACKAGE OF ONE DOLLAR AND TWENTY FIVE CENTS. (\$1.25)

CONTRIBUTIONS SHALL BE MADE ON ALL EMPLOYEES RECEIVING PAY 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 WAY OPERATE OR BE CONSTRUED TO OPERATE AS ALTERING ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, NOR INCREASE ANY OTHER 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 EFFECTS THE ESSENCE OR SUBSTANCE THEREOF OR MATERIALLY ALTERS THIS 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 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 CONNECTIONS WITH THE ADMINISTRATION THEREOF IN ACCORDANCE WITH THE PROVISIONS ABOVE, THIS AGREEMENT SHALL BE CONSIDERED VOID AND OF NO EFFECT.

ARTICLE XXI – OWNER OPERATORS

SECTION 1. PURPOSE: 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 WAGE 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 COST. 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 ESCAPING FULL PAYMENT OF WAGES AND THE ASSUMPTION OF WORKING CONDITIONS COMMENSURATE WITH THOSE PROVIDED FOR IN THIS COLLECTIVE BARGAINING AGREEMENT.

SECTION 2. DEFINITION OF OWNER OPERATORS: THE TERM "OWNER-OPERATORS" SHALL BE CONSTRUED TO MEAN THOSE PERSON WHO OWN, LEASE, RENT, OR BORROW EQUIPMENT WHICH THEY PERSONALLY DRIVE IN THE PERFORMANCE OF THEIR DUTIES AS EMPLOYEES OF AN EMPLOYER COVERED BY THIS AGREEMENT. IT BEING THE INTENTION OF THE PARTIES TO LIMIT THE PROVISIONS OF THIS ARTICLE TO SITUATIONS WHERE OWNER-OPERATORS PERSONALLY DRIVE THE EQUIPMENT THEY OWN, LEASE, RENT OR BORROW, IT IS UNDERSTOOD AND AGREED THAT NOTHING HEREIN SHALL APPLY WHEN THE FOLLOWING CIRCUMSTANCES EXIST:

(A) WHERE AN EMPLOYER COVERED BY THIS AGREEMENT LEASES OR RENTS EQUIPMENT FROM AN OWNER THEREOF WHO DOES NOT PERSONALLY DRIVE IT.

(B) WHERE DURING IDENTICAL HOURS, OWNER-OPERATORS RENDER THEIR PERSONAL DRIVING SERVICES FOR THE BENEFITS OF MORE THAN ONE EMPLOYER.

LABOR AGREEMENT

Between

INTERNATIONAL PAPER COMPANY
CONTAINERBOARD PACKAGING
LOUISVILLE, KENTUCKY

and

GENERAL DRIVERS, WAREHOUSEMEN & HELPERS
LOCAL UNION NO. 89
affiliated with the I.B.T.

DURATION OF AGREEMENT
February 7, 2011 through February 6, 2015

Date Ratified: January 30, 2011

RECEIVED

APR 25 2011

**CONTRACT
DEPARTMENT**

AGREEMENT

This Agreement is made and entered into by and between the "parties": International Paper Company – Louisville, Kentucky Corrugated Plant located at 4400 Progress Boulevard hereinafter referred to as "Company" and General Drivers Local Union No. 89 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehouseman and Helpers of America, hereinafter referred to as the "Union".

ARTICLE 1 **RECOGNITION**

01.01 The Company recognizes the Union as the sole collective bargaining agent for a bargaining unit consisting of production and maintenance employees and truck drivers at its manufacturing facility located at 4400 Progress Boulevard, Louisville, Kentucky 40218 in connection with matters pertaining to wages, hours and other conditions of employment as set forth in this Agreement. Specifically excluded from the foregoing unit are all other employees, including but not limited to office and clerical employees, sample room employees, design and sample makers, salesman, professional employees, watchmen, guards, and supervisors, as defined in the National Labor Relations Act as amended.

ARTICLE 2 **RIGHTS OF THE PARTIES**

02.01 The Union has all rights which are specified in the subsequent provisions of this Agreement and retains all rights granted by law except as such rights may be limited by the provisions of this Agreement.

02.02 The Company retains all rights except as those rights may be limited by the express and specific language of this Agreement. Management of the plant covered by this Agreement and the direction of the workforce are solely and exclusively the functions and prerogatives of the Company. All of the rights, functions and prerogatives of management that are not expressly modified by one or more explicit Section(s) of this Agreement are reserved and retained exclusively by the Company and shall not be subject to arbitration; nor shall the exercise of any such right be otherwise questioned by the Union as a violation of this

employee must also have electrical shock resistant footwear to be in compliance with NFPA 70e.

ARTICLE 15

GROUP BENEFITS

15.01 The Company will provide Life/ADD, S&A and HMS coverage in accordance with the terms outlined in The Summary Plan Description Booklet for Louisville.

ARTICLE 16

PENSION FUND

16.01 It is understood and agreed that the company will continue to participate in the Central States Pension Fund. The Company currently contributes \$65.90 per employee per week to the fund. This plan is in critical funding status and a rehabilitation plan currently is in place that requires the Company, under ERISA rules, to contribute the increased amounts provided in the rehabilitation plan over the next four years. Accordingly, the Company's contributions will increase by eight (8) percent each contract year, as required by the terms of the rehabilitation plan. Company contributions per employee will be \$71.20 per week on February 7, 2011, \$76.90 per week on February 7, 2012, \$83.10 per week on February 7, 2013, and \$89.80 per week on February 7, 2014.

ARTICLE 17

FUNERAL LEAVE

17.01 In case of necessary absence due to the death of a member of his immediate family (wife, husband, child, stepchild, brother, mother, father, sister, parents-in-law, grand children, grandparents, in-law grandparents) an employee who has completed his probationary period will be paid for actual scheduled time lost, to and including the day of the funeral, but not to exceed three (3) days, of his straight time hourly rate and not to exceed eight (8) hours per day. To attend the funeral of either a brother-in-law or a sister-in-law an employee who has completed his probationary period shall be granted a two (2) days funeral leave with pay and up to one (1) additional day leave unpaid. To attend the funeral of niece, nephew, aunt or uncle an employee who has completed his probationary period shall be granted a one (1) day funeral leave without pay. No funeral leave will be due for any day on which holiday or

AGREEMENT
BETWEEN
TEAMSTERS LOCAL UNION NO. 200



AND
INTERSTATE ERECTING, INC
June 1, 2011 to May 31, 2016

RECEIVED

DEC 15 2011

CONTRACT
DEPARTMENT

AGREEMENT

The parties, Interstate Erecting, Inc., and Teamsters "General" Local Union No. 200, affiliated with the International Brotherhood of Teamsters, hereby set forth the complete and entire Agreement between the parties concerning all issues regarding wages, hours and terms of employment:

Article 1 - Recognition.

Interstate Erecting, Inc., (hereinafter referred to as "Employer" or "Company") recognizes Teamsters "General" Local Union No. 200, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as "Local 200" or "Union"), as exclusive bargaining representative for those employees who are assigned the truck driving duties out of its 3925 East American Avenue, Oak Creek, Wisconsin facility. All other employees of the Employer are excluded from this Agreement.

Article 2 - Union Security and Checkoff.

All regular employees employed in the bargaining unit, except summer help employees, shall, as a condition of employment, tender periodic dues to the Union. In the event new regular employees are hired, such employees shall tender periodic dues after thirty (30) days of employment. The Employer agrees to, upon receipt of the appropriate authorization from the Union, deduct, on a monthly basis, from the pay of regular employees covered by this Agreement Union dues. The Union shall be obligated to notify the Employer, in writing, as to the amount to be deducted for dues.

Section 1 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 14 - Holiday Pay

(a) Regular employees shall be paid eight (8) hours' pay at the straight-time hourly rate for the following six (6) holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas.

(b) Regular employees called to work on any of the above-listed holidays shall be paid a minimum of eight (8) hours' pay at two (2) times the regular rate, in addition to the eight (8) hours referred to above.

(c) In the event a holiday falls within an employee's vacation period, he shall be granted an additional day's vacation with pay, unless otherwise mutually agreed. In order to qualify for eight (8) hours of straight-time pay for a holiday not worked, it is provided that regular employees must work the regular scheduled workday which immediately precedes or follows the holiday, except in cases of proven illness or unless the absence is mutually agreed.

(d) Employees who are serving their ninety (90) day probationary period are not entitled to holiday pay for holidays falling within the probationary period.

(e) Regular employees who are absent because of illness or injury shall be entitled to holiday pay for the next holiday that falls within the period of absence. Employees will not qualify for additional holiday pay until they return to work.

(f) If any holiday falls within the thirty (30) day period following an employee's layoff, due to lack of work, and such employee is also recalled to work, as provided in Article VIII, DRUG AND ALCOHOL TESTING, of this Agreement, during the same thirty (30) day period, but did not receive any holiday pay, then in such case he shall receive an extra day's pay for each holiday in the week in which he returns to work. Said extra day's pay shall be equivalent to eight (8) hours at the straight-time hourly rate specified in the Agreement. An employee who was laid off because of lack of work and is not recalled to work within the aforementioned thirty (30) day period is not entitled to the extra pay upon his return. Under no circumstances shall the extra pay referred to herein be construed to be holiday pay, nor shall it be considered as hours worked for weekly overtime.

Article 15 - Pension.

Effective June 1, 2011, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of One Hundred Eighty-four Dollars and thirty cents (\$184.30) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. This weekly rate of One Hundred Eighty-

four Dollars and thirty cents (\$184.30) shall remain in effect until the later dates as stated below.

6/1/12	Weekly \$193.50
6/1/13	Weekly \$201.20
6/1/14	Weekly \$209.20
6/1/15	Weekly \$217.60

By the execution of this Agreement, the Employer authorizes the Employers' Association who represents employers contributing to the 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.

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

Contributions to the Pension Fund must be made for each week each regular covered employee works or is on vacation, even though such covered 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 the Union or the Trustees. In the event that the Employer is found to be delinquent, the Employer must also pay all attorney's fees and costs of collection.

Disputes or questions of interpretation concerning the requirements to make contributions on behalf of particular 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.