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

ITEM NO. 37 SECTION IV FILE 4 of 5

Employer Name	Local Union
Prestressed Casting Company	Teamsters Local Union No. 245
Price's Creameries	Teamsters Local Union No. 745
Prime Industrial Contractors Inc	Teamsters Local Union No. 200
Princeton Redi-Mix Inc	Teamsters Local Union No. 722
Quala Systems Inc	Teamsters Local Union No. 24
Quala Systems Inc	Teamsters Local Union No. 270
Quala Systems Inc	Teamsters Local Union No. 391
Quala Systems Inc	Teamsters Local Union No. 413
Quala Systems Inc	Teamsters Local Union No. 509
Quala Systems Inc	Teamsters Local Union No. 528
Quala Systems Inc	Teamsters Local Union No. 988
Quality Carriers Inc	Teamsters Local Union No. 984
Quality Carriers Inc	Teamsters Local Union No. 988
Quality Carriers Inc	Teamsters Local Union No. 449
Quality Carriers Inc	Teamsters Local Union No. 509
Quality Carriers Inc	Teamsters Local Union No. 200
Quality Carriers Inc	Teamsters Local Union No. 200
Quality Carriers Inc	Teamsters Local Union No. 200
Quality Carriers Inc	Teamsters Local Union No. 413
Quickway Rigging & Transfer Inc	Teamsters Local Union No. 120
R A M Produce Dist LLC	Teamsters Local Union No. 337
R C S Mechanical LLC	Teamsters Local Union No. 89
R C S Transportation LLC	Teamsters Local Union No. 89
R G S Hauling Inc	Teamsters Local Union No. 682
R T I Transport Inc	Teamsters Local Union No. 406
Radio Distributing Company	Teamsters Local Union No. 337
Rail Terminal Services LLC	Teamsters Local Union No. 745
Fred Radandt Sons Enterprises LLC	Teamsters Local Union No. 662
Raineri Building Materials Inc	Teamsters Local Union No. 682
Range Cooperatives Inc	Teamsters Local Union No. 346
Ratliff Brothers & Company Inc	Teamsters Local Union No. 371
Red-D-Mix Investment Inc	Teamsters Local Union No. 614
Reese Trucking Inc	Teamsters Local Union No. 92
Reiter Dairy LLC	Teamsters Local Union No. 348
Reliable Galvanizing Company	Teamsters Local Union No. 731
Restaura Inc	Teamsters Local Union No. 337
Reymond Products International Inc	Teamsters Local Union No. 92
Richards Brick Company	Teamsters Local Union No. 525
Richards Brick Company	Teamsters Local Union No. 682
Richwill Enterprises Inc	Teamsters Local Union No. 781
Rinderknecht Associates Inc	Teamsters Local Union No. 238
Cemex Inc	Teamsters Local Union No. 769
Riser Foods Company	Teamsters Local Union No. 507
Ritschard Brothers Inc	Teamsters Local Union No. 364
River City Ready Mix	Teamsters Local Union No. 695
River Redi-Mix Inc	Teamsters Local Union No. 722
Riverside Service Corporation	Teamsters Local Union No. 377
Riverside Services M J D	Teamsters Local Union No. 697
Thompson Truck & Trailer Inc	Teamsters Local Union No. 120
Roberts Concrete Products	Teamsters Local Union No. 662
Roberts Dairy Company LLC	Teamsters Local Union No. 554
Roberts Dairy Company LLC	Teamsters Local Union No. 955
Roberts Dairy Company LLC	Teamsters Local Union No. 41
Roberts Dairy Company LLC	Teamsters Local Union No. 120
Robinson Cartage Company	Teamsters Local Union No. 406
Rock River Ready Mix Inc	Teamsters Local Union No. 722

Employer Name	Local Union
Rocky Produce Inc	Teamsters Local Union No. 337
Rogers Electric Supply Company	Teamsters Local Union No. 247
Roger's Redi-Mix Inc	Teamsters Local Union No. 50
Rogers Ready-Mix & Materials Inc	Teamsters Local Union No. 325
S Rose Inc	Teamsters Local Union No. 293
Rosemont Exposition Services Inc	Teamsters Local Union No. 727
Roth Brothers Inc	Teamsters Local Union No. 377
Roundy's Supermarkets Inc	Teamsters Local Union No. 200
J H Routh Packing Company	Teamsters Local Union No. 20
Royal Air Freight Inc	Teamsters Local Union No. 135
Royal Banana Company Inc	Teamsters Local Union No. 337
The American Bottling Company Inc	Teamsters Local Union No. 783
The American Bottling Company Inc	Teamsters Local Union No. 783
Royal Ice Cream Co	Teamsters Local Union No. 293
Ruan Transport Corporation	Teamsters Local Union No. 554
Ruan Transport Corporation	Teamsters Local Union No. 171
J H Rudolph & Co Inc	Teamsters Local Union No. 215
Rush Express & Transfer Company	Teamsters Local Union No. 600
Ryan Transportation Inc	Teamsters Local Union No. 337
Ryan Transportation Inc	Teamsters Local Union No. 337
Ryder Transportation Services	Teamsters Local Union No. 92
Ryder Transportation Services	Teamsters Local Union No. 908
Ryder Truck Rental Inc	Teamsters Local Union No. 200
Ryder Truck Rental Inc	Teamsters Local Union No. 414
S C Transport Inc	Teamsters Local Union No. 406
S C Transport Inc	Teamsters Local Union No. 406
SCI Missouri Funeral Service Inc	Teamsters Local Union No. 610
SCI Missouri Funeral Service Inc	Teamsters Local Union No. 610
Ralcorp Frozen Bakery Products	Teamsters Local Union No. 728
S & G Excavating Company	Teamsters Local Union No. 135
S M G	Teamsters Local Union No. 270
S P S Companies Inc	Teamsters Local Union No. 120
S V S Vision Inc	Teamsters Local Union No. 406
Sabiston Builders Supply	Teamsters Local Union No. 247
Sachs Electric Company	Teamsters Local Union No. 682
Bimbo Bakeries USA Inc	Teamsters Local Union No. 120
Bimbo Bakeries USA Inc	Teamsters Local Union No. 120
Bimbo Bakeries USA Inc	Teamsters Local Union No. 371
Bimbo Bakeries USA Inc	Teamsters Local Union No. 722
Bimbo Bakeries USA Inc	Teamsters Local Union No. 238
Bimbo Bakeries USA Inc	Teamsters Local Union No. 238
Bimbo Bakeries USA Inc	Teamsters Local Union No. 554
Bimbo Bakeries USA Inc	Teamsters Local Union No. 627
Bimbo Bakeries USA Inc	Teamsters Local Union No. 955
Bimbo Bakeries USA Inc	Teamsters Local Union No. 955
Bimbo Bakeries USA Inc	Teamsters Local Union No. 955
Bimbo Bakeries USA Inc	Teamsters Local Union No. 120
Bimbo Bakeries USA Inc	Teamsters Local Union No. 662
Bimbo Bakeries USA Inc	Teamsters Local Union No. 554
Bimbo Bakeries USA Inc	Teamsters Local Union No. 120
Bimbo Bakeries USA Inc	Teamsters Local Union No. 289
Bimbo Bakeries USA Inc	Teamsters Local Union No. 638
Bimbo Bakeries USA Inc	Teamsters Local Union No. 200
Bimbo Bakeries USA Inc	Teamsters Local Union No. 325
Bimbo Bakeries USA Inc	Teamsters Local Union No. 662
Bimbo Bakeries USA Inc	Teamsters Local Union No. 662
Bimbo Bakeries USA Inc	Teamsters Local Union No. 695
Bimbo Bakeries USA Inc	Teamsters Local Union No. 51
Bimbo Bakeries USA Inc	Teamsters Local Union No. 332
Bimbo Bakeries USA Inc	Teamsters Local Union No. 406

Employer Name	Local Union
Bimbo Bakeries USA Inc	Teamsters Local Union No. 406
Bimbo Bakeries USA Inc	Teamsters Local Union No. 406
Bimbo Bakeries USA Inc	Teamsters Local Union No. 346
Bimbo Bakeries USA Inc	Teamsters Local Union No. 662
Bimbo Bakeries USA Inc	Teamsters Local Union No. 50
Bimbo Bakeries USA Inc	Teamsters Local Union No. 135
Bimbo Bakeries USA Inc	Teamsters Local Union No. 215
Bimbo Bakeries USA Inc	Teamsters Local Union No. 236
Bimbo Bakeries USA Inc	Teamsters Local Union No. 41
Bimbo Bakeries USA Inc	Teamsters Local Union No. 41
Bimbo Bakeries USA Inc	Teamsters Local Union No. 833
Bimbo Bakeries USA Inc	Teamsters Local Union No. 89
Bimbo Bakeries USA Inc	Teamsters Local Union No. 327
Bimbo Bakeries USA Inc	Teamsters Local Union No. 795
Bimbo Bakeries USA Inc	Teamsters Local Union No. 89
Bimbo Bakeries USA Inc	Teamsters Local Union No. 651
Bimbo Bakeries USA Inc	Teamsters Local Union No. 245
Bimbo Bakeries USA Inc	Teamsters Local Union No. 523
Bimbo Bakeries USA Inc	Teamsters Local Union No. 886
Bimbo Bakeries USA Inc	Teamsters Local Union No. 886
Bimbo Bakeries USA Inc	Teamsters Local Union No. 988
Bimbo Bakeries USA Inc	Teamsters Local Union No. 554
Bimbo Bakeries USA Inc	Teamsters Local Union No. 200
Bimbo Bakeries USA Inc	Teamsters Local Union No. 51
Bimbo Bakeries USA Inc	Teamsters Local Union No. 688
Bimbo Bakeries USA Inc	Teamsters Local Union No. 957
Bimbo Bakeries USA Inc	Teamsters Local Union No. 695
Saginaw Welding Supply	Teamsters Local Union No. 406
St Clair Service Company	Teamsters Local Union No. 50
St Cloud Metropolitan	Teamsters Local Union No. 638
St Germain's Cabinet Inc	Teamsters Local Union No. 346
St Germain's Glass Inc	Teamsters Local Union No. 346
St Louis County Properties	Teamsters Local Union No. 682
St Louis Motor Company LLC	Teamsters Local Union No. 618
St Mary's Trucking Company Inc	Teamsters Local Union No. 908
Sansumar Inc	Teamsters Local Union No. 662
Saputo Cheese USA Inc	Teamsters Local Union No. 200
Sargents Equipment & Repair Service	Teamsters Local Union No. 731
Schnuck Markets Inc	Teamsters Local Union No. 688
Schnuck Markets Inc	Teamsters Local Union No. 688
Schnuck Markets Inc	Teamsters Local Union No. 610
Schoeneckers Inc	Teamsters Local Union No. 970
Scholl Dairy Company	Teamsters Local Union No. 135
Ed Schory & Son Company	Teamsters Local Union No. 92
Schroeder Truck Repair	Teamsters Local Union No. 618
Ben B Schwartz & Sons Inc	Teamsters Local Union No. 337
Schwebel Baking Company	Various Teamster Local Unions
Schwebel Baking Company	Teamsters Local Union No. 507
Schwerman Trucking Co	Teamsters Local Union No. 200
Schwerman Trucking Co	Teamsters Local Union No. 327
Schwerman Trucking Co	Teamsters Local Union No. 997
Super Foods Service Inc	Teamsters Local Union No. 908
Sealy Mattress Company	Teamsters Local Union No. 838
Sealy Mattress Company	Teamsters Local Union No. 293
Security Lumber & Supply Company	Teamsters Local Union No. 179
Senco Construction Inc	Teamsters Local Union No. 135
Seneca Petroleum Company Inc	Teamsters Local Union No. 20
Sensient Flavors LLC	Teamsters Local Union No. 695
Seppi Brothers Concrete Products Corporation	Teamsters Local Union No. 346
Serra Brothers Inc	Teamsters Local Union No. 337
Service Steel Company-Van Pelt Division	Teamsters Local Union No. 247

Employer Name	Local Union
Service Steel Company-Van Pelt Division	Teamsters Local Union No. 371
Shantz Cartage Inc	Teamsters Local Union No. 24
CB&I Government Solutions	Teamsters Local Union No. 509
Sheedy Paving Inc	Teamsters Local Union No. 284
Sheet Metal Workers Local Union 1	Teamsters Local Union No. 627
The Shelly Company	Various Teamster Local Unions
The Shelly Company	Various Teamster Local Unions
The Shelly Company	Teamsters Local Union No. 637
Shepard Exposition Services Inc	Teamsters Local Union No. 299
Shepard Exposition Services Inc	Teamsters Local Union No. 600
Shippers Service Company	Teamsters Local Union No. 337
Shop 'N Save Warehouse Food Inc	Teamsters Local Union No. 525
Shook Construction Co	Teamsters Local Union No. 957
R W Sidley Inc	Teamsters Local Union No. 377
Sieveking Inc	Teamsters Local Union No. 618
Silgan Containers Manufacturing Corporation	Teamsters Local Union No. 695
Silgan Containers Manufacturing Corporation	Teamsters Local Union No. 695
Silgan Containers Manufacturing Corporation	Teamsters Local Union No. 695
Silgan Containers Manufacturing Corporation	Teamsters Local Union No. 823
E T Simonds Construction Company	Teamsters Local Union No. 50
E T Simonds Construction Company	Teamsters Local Union No. 50
Dave Sinclair Ford Inc	Teamsters Local Union No. 604
G M Sipes Construction Inc	Teamsters Local Union No. 135
Slay Transportation Company Inc	Teamsters Local Union No. 697
R G Smith Company Inc	Teamsters Local Union No. 92
Smith Ready Mix Inc	Teamsters Local Union No. 135
Smock Fansler Corporation	Teamsters Local Union No. 135
RockTenn Company LLC	Teamsters Local Union No. 245
Sonag Ready Mix LLC	Teamsters Local Union No. 200
The Bedding Group Inc	Teamsters Local Union No. 705
Southstar LLC	Teamsters Local Union No. 745
Southern Metal Processing	Teamsters Local Union No. 610
Southern Standard Carton	Teamsters Local Union No. 89
Spangler Candy Company	Teamsters Local Union No. 20
Spano Brothers Construction Company	Teamsters Local Union No. 348
Spartan Stores Inc	Teamsters Local Union No. 406
Special Mine Services Inc	Teamsters Local Union No. 215
The Spindler Company	Teamsters Local Union No. 92
Spirit Hauling Company	Teamsters Local Union No. 682
ChemMasters Inc	Teamsters Local Union No. 507
Springfield Ready Mix	Teamsters Local Union No. 245
Sprinkmann Sons Corporation	Teamsters Local Union No. 200
Standard Forwarding LLC	Various Teamster Local Unions
Stang Sales & Service Company	Teamsters Local Union No. 406
Star Truck Rentals Inc	Teamsters Local Union No. 406
Steel Transport Inc	Teamsters Local Union No. 92
Steffy Home Furnishing Inc	Teamsters Local Union No. 50
Stein Construction Company	Teamsters Local Union No. 519
Shaw Stewart Lumber Company	Teamsters Local Union No. 120
Strescore Inc	Teamsters Local Union No. 364
Strong Steel Products	Teamsters Local Union No. 337
Sunbelt Rentals Inc	Teamsters Local Union No. 682
Sun Prairie Concrete Inc	Teamsters Local Union No. 695
Sunset Auto Company Inc	Teamsters Local Union No. 618
Suntrup Auto Investments	Teamsters Local Union No. 618
Suntrup Buick Pontiac GMC Truck Inc	Teamsters Local Union No. 618
Suntrup Ford Inc	Teamsters Local Union No. 618
Super Food Services Inc	Teamsters Local Union No. 908
Super Food Services Inc	Teamsters Local Union No. 908
Super Food Services Inc	Teamsters Local Union No. 908
SuperValu Inc	Teamsters Local Union No. 662

Employer Name	Local Union
SuperValu Inc	Teamsters Local Union No. 662
SuperValu Inc	Teamsters Local Union No. 120
SuperValu Inc	Teamsters Local Union No. 120
SuperValu Inc	Teamsters Local Union No. 120

Joint Agreement
Teamsters Local Union No. 245
and
Prestressed Casting Co.

April 1, 2014 - March 31, 2018

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MAY 15 2014

CONTRACT DEPARTMENT

Teamsters Local 245
Springfield, Missouri

Teamsters
Joint Agreement

Between Prestressed Casting Co., hereinafter referred to as the "Company" and Local Union No. 245, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

Article I: Declaration of Principles

- That there shall be no limitation as to the amount of work an employee shall perform during his working day.
- That there shall be no restriction in the use of machinery or tools.
- That no person shall have the right to interfere with employees during working hours.
- That the foreman shall be selected by and be the agent of the Employer.
- That all employees are at liberty to work for whomsoever they see fit.
- That, subject to terms of this Agreement, all employers are at liberty to employ whomsoever they see fit through the foreman, or direct, if there is no foreman in charge.

Article II: Union Security

In 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 employees who are not members of the Union on the effective date of the Agreement shall, after the thirtieth day following the effective date of the Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees of the Company hired on or after its effective date shall, after the thirtieth day and, in the case of construction site employees, after the seventh day following the beginning of such employment, become and remain members in good standing in the Union.

The Company shall not be required to discharge any employee for non-compliance with the foregoing until he receives a written request from the Union specifying the reason for such request and the Union agrees to indemnify the Company and hold the Company harmless from any liability or claims by reason of compliance with the request of the Union.

Article III: Jurisdiction of Agreement

The jurisdiction of this Agreement shall extend to and include the following counties in Missouri: Greene, Stone, Taney, Ozark, Douglas, Christian, Wright, Webster, Laclede, Dallas, Polk, Camden, and Hickory.

Article VI: Pensions & Health & Welfare

A. PENSION: For each of the Company's regular employees (employed thirty (30) days or longer) covered by this Agreement, the Company shall contribute to the "Central States Southeast and Southwest Areas Pension Fund" as follows:

4/1/2014	4/1/2015	4/1/2016	04/1/2017
$30.00	$31.20	$32.40	$33.70

The obligation to pay for and make the required daily contribution for the pension program hereby agreed to for regular employees of the employers shall rest solely with Company, except as hereinafter provided. Probationary employees shall not be covered by this pension program.

1. The Company shall pay and make daily contribution for the pension program for each day worked by a regular employee, even though such employee may work for the Company only part-time during such week.

2. 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 daily contributions for such employee. However, if such regular employee so desires, he may continue his pension program contributions so long as he is on the Company's regular seniority list by making prior arrangements with the Company, who shall collect from such employee sufficient monies for the Company to make the daily contributions due the pension and on account of such employee during any such absence.

3. By the execution of this Agreement, the Company agrees the reporting payment and administration of such contribution shall be governed by the terms of the trust agreement creating such pension fund, and hereby authorizes the trustees designated under such agreement to act for and in his behalf on all actions within the scope of their authority.

4. Failure of the Company to pay or make any contribution for the pension program as hereinabove provided shall relieve the Union of its non-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 XII hereof.

B. HEALTH & WELFARE: In addition to wages, the Company shall pay the sum of Six Dollars Seventy cents ($6.70) per hour for each hour worked throughout the term of this Agreement to the Construction Industry Laborers Welfare Fund presently located at 6405 Metcalf, Ste. 200, Overland Park, Kansas. Such payments shall be made to the Plan's office not later than thirty (30) days after the end of each month on such form furnished to the Company by the Trustees of the Plan and shall set forth the names, social security numbers and the hours worked by each employee for whom payments shall have been made during the period and such other information as the

Trustees desire. Upon receipt of said payments the Plan shall credit said payments to the account for the particular benefit for which payment has been made.

1. Should a payment be made later than thirty (30) days after the end of the month in which the work was performed, the employers agree to add twenty percent (20%) to the amount due as liquidated damages and not as a penalty.

2. When reports or contributions are received more than thirty (30) days after the end of the calendar month in which the hours were worked, the Company shall pay and the Trustees collect as liquidated damages an amount equal to twenty percent (20%) of each delinquent monthly contribution. Liquidated damages shall apply and be assessed whether or not litigation is required to collect the contributions.

Interest shall be imposed on and received from delinquent employers as follows:

Interest on the unpaid contributions computed per annum at the rate prescribed in Section 6621 of the Internal Revenue Code (presently sixteen percent (16%). Interest shall apply and be assessed whether or not litigation is required to collect the contributions.

In the event litigation is instituted by the Fund to collect delinquent contributions, liquidated damages and interest as provided above shall be assessed. In addition to liquidated damages and interest, the following shall be imposed on and received from the delinquent Company:

a) Reasonable attorneys' fees and costs of litigation; and

b) Reasonable costs of the audit

3. The Company also agrees to permit representatives of the Funds' office to examine payrolls, social security reports and other records necessary to determine amounts due the Funds' office under this section of the Agreement provided that such examination of records shall not be made more frequently than once every three (3) calendar years, with the exception of where there are known problems with contributions. More frequent audits will be allowed, if necessary due to non-reporting or inaccurate reporting of fringe benefits by the Employer.

4. By the execution of this Agreement, the Company agrees the reporting, payment and administration of such contribution shall be governed by the terms of the trust agreement creating such welfare fund, and hereby authorizes the trustees designated under such agreement to act for and in his behalf on all actions within the scope of their authority.

on any employee who has been involved in an accident on the job OR WHEN THE COMPANY has reasonable cause to believe the employee is under the influence of drugs or alcohol at the work place. Such drug or alcohol test must be carried out in a professional and accurate manner. Any test or action taken as a consequence thereof shall be the sole and exclusive responsibility of the Company. The Company shall hold the Union harmless from any liability that results therefrom and from the cost of any litigation involving the use of such tests or any acts by the Company as a consequence of such tests.

Article XVI: Term

The Agreement, effective April 1, 2014 shall remain in full force and effect through March 31, 2018 and shall be automatically renewed from year-to-year thereafter unless opened by either party hereto for changes or terminated by a notice to the other party at least sixty (60) days prior to the expiration date.

TEAMSTERS LOCAL UNION NO. 245
Affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By: Redacted by U.S. Department of the Treasury

Date: 5-8-14

PRESTRESSED CASTING CO.

By: Redacted by U.S. Department of the Treasury

Date:

MAY 15 2014
CONTRACT DEPARTMENT

LABOR AGREEMENT BETWEEN

PRICE'S CREAMERIES

AND

LOCAL #745

THE INTERNATIONAL BROTHERHOOD OF

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS

EFFECTIVE: APRIL 1, 2014 THROUGH AND INCLUDING MARCH 31, 2017

RECEIVED

JUL 23 2014

CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT, by and between PRICE'S CREAMERIES, El Paso, Texas, hereinafter referred to as the "Employer," and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL UNION NO. 745, hereinafter referred to as the "UNION," agree to be bound by the following terms and provisions covering wages and working conditions.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining and will bargain collectively with the Union with respect to rates of pay, wages, hours of employment, and other conditions of employment for all the Employer's production employees in the milk and shipping departments, plant, maintenance employees, employed at the El Paso plant, 600 North Piedras Street, El Paso, Texas. The parties agree that this Agreement shall not include office employees, laboratory technicians, stationary engineers, guards, watchmen, professional, confidential, supervisory employees, as defined by the Labor Management Relations Act, as amended, or any other employees not covered by classification set forth in this Agreement.

ARTICLE 2 - INTENT AND COMPLIANCE

A. The Employer and the Union agree that they will administer this Agreement in accordance with the true intent of its terms and provisions and give each other the fullest cooperation to the end that harmonious relations may exist and may be maintained in the interest of the Employer, the Union and its representatives to comply with and abide by all of the provisions of this Agreement.

B. The Employer shall not enter into any individual contracts, agreements or understandings with any employees contrary to the terms of this Agreement, and any such contracts, agreements or understandings shall be void.

ARTICLE 3 - CHECK-OFF

The Employer agrees to deduct from the pay of any full-time employee who authorizes, by voluntarily executing a written, revocable statement requesting such deductions, dues, initiation fees and/or uniform assessment of the Union to include assessments on a month to month basis for insurance and agrees to remit to said Union all such deductions prior to the end of the month in which the deduction was made, except Drive deductions which shall be made weekly and submitted on a monthly basis to Teamsters Local 745 Drive. It is fully understood that an employee may revoke his/her authorization at any time by giving written notice of his/her desire to the Union.

14. Seniority shall terminate for the following reasons:

a) Voluntarily quitting

b) Discharge for cause

c) Absence without leave for a period of two (2) working days

d) Failure to report for work after a layoff within seven (7) calendar days of the mailing to the last address furnished the Employer by the employee of a written registered notice to return to work.

e) Lay-off for lack of work in excess of six (6) months provided the laid-off employee has been employed one (1) year or more. If not employed one (1) year or more, the laid off employee's seniority shall terminate for layoff for lack of work in excess of ninety (90) days.

All seniority granted employees under this Agreement shall be subject to the rights granted by law under the Universal Military Training Act and any additions or amendments thereto.

15. Layoff will be by seniority within the department. Department means production, shipping, and maintenance.

ARTICLE 14 - PENSION PLAN

The Employer shall contribute to the Central States Southeast Southwest Pension Trust Fund, as follows:

April 1, 2014	April 1, 2015	April 1, 2016
$47.60 (8%)	$51.40 (8%)	$54.50 (6%)

401K Retirement Savings Plan: Effective April 30, 2000, Employees are eligible for a twenty-five cents ($.25) match on every dollar contributed to the 401K plan, up to 6%. Employees are eligible on a non-match basis, up to 20%.

ARTICLE 15 - HEALTH AND WELFARE

Section 1. The following employee benefit plans shall be made available to employees covered under this Agreement, in accordance with the respective terms and conditions of those plans, which are incorporated herein by reference and will govern this Agreement:

a) Effective April 1, 2014 the employer and employee will share in any medical and dental cost increases.

LABOR AGREEMENT

BETWEEN

TEAMSTERS LOCAL UNION NO. 43

AND

PRIME INDUSTRIAL CONTRACTORS, INC.

June 1, 2012 through May 31, 2015

RECEIVED

MAY 28 2014

CONTRACT
DEPARTMENT

37.8.14

This Agreement is entered into between **PRIME INDUSTRIAL 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

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.

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

B. In order to qualify for such holiday pay, an employee must have worked the regular-scheduled workday, which immediately precedes and follows the holiday, unless the absence is mutually agreed to. In the event an employee is absent because of illness or injury, the employee shall be entitled to holiday pay, as above set forth, for all holidays falling within the first thirty (30) calendar days of the absence from work, as a consequence of such illness or injury. Employees who choose a vacation week in which a holiday occurs shall receive an extra day's vacation. Probationary employees do not receive holiday pay.

Section 2. If any holiday falls within thirty (30) days after an employee's layoff due to lack of work, such employee shall receive eight (8) hours pay at his straight-time rate for each such holiday.

ARTICLE 21. HEALTH & WELFARE

Effective June 1, 2004, the Employer will provide the same insurance to all employees who are represented by Teamsters Local Union No. 43 as that of management. This insurance will include dental coverage. Employer will pay 100% of the premium during the life of the Agreement.

A copy of the insurance coverage shall be attached to this Agreement and given to the employee within ten (10) days of the signing of this Agreement.

ARTICLE 22. PENSION

Section 1. Effective **June 1, 2012**, the Employer shall continue to contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of **Thirty nine dollars and ninety cents ($39.90)** 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 **One hundred ninety nine dollars and fifty cents ($199.50)** per week. Effective **June 1, 2013**, the Employer shall continue to 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 dollars and fifty cents ($207.50) per week.** Effective **June 1, 2014,** the Employer shall continue to contribute to the Central States Southeast and Southwest Areas 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) calendar days or more, with a maximum of **Two hundred sixteen dollars ($216.00) 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 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 posted at each place of business.

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

ARTICLES OF AGREEMENT
EFFECTIVE DATE: 04/30/14
EXPIRATION DATE: 04/29/19

Between

PRINCETON REDI-MIX COMPANY
PRINCETON, ILLINOIS

and

TEAMSTERS LOCAL UNION NO. 722
LA SALLE, ILLINOIS

Affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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AUG 22 2014

CONTRACT
DEPARTMENT

ARTICLES OF AGREEMENT

THIS AGREEMENT made and entered into by and between PRINCETON REDI-MIX COMPANY IN PRINCETON, 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 that 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.

him to benefits under workmen's compensation or occupational disease law, or by sickness suffered in connection with his work with the Employer entitling him to benefits under any such law, the Employer shall continue to make its contributions for the period of such employee's absence, but not more than six (6) months from the first day of such employee's absence.

If an employee is granted a leave of absence, the Employer shall collect from said employee prior to the commencement of the leave of absence, a sum of money sufficient to pay the required contributions for the period of the leave of absence.

Contributions to the Health and Welfare Fund are to be made for each week on each regular employee even though such employee may work only part time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement; provided, however, no contribution shall be required from the Employer for any employee for any week during which the employee performs no work during that week for the Employer due to layoff or for any part time or casual employee.

Section 3. The Employer's sole obligation with respect to health and 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 regular employee covered by this Agreement who works one (1) day or any part of one (1) day during the regular week. Effective May 1, 2015, the weekly contributions shall be increased to Two Hundred Ninety One Dollars and Forty Cents ($291.40) per regular employee. Effective May 1, 2016, the weekly contributions shall be increased to Three Hundred Three Dollars and Ten Cents ($303.10) per regular employee. Effective May 1, 2017, the weekly contributions shall be increased to Three Hundred Fifteen and Twenty Cents ($315.20) per regular employee. Effective May 1, 2018, the weekly contributions shall be increased to Three Hundred Twenty Seven and Eighty Cents ($327.80) per regular employee.

The foregoing notwithstanding, in all years of this Agreement the Employer's pension contribution shall be the minimum amounts required by the Fund's Board of Trustees or the amounts set forth above, whichever is less.

Inasmuch as the primary focus of the Employer's business is different during the period November 1 through April 30 of each contract year, during such months the Employer is not obligated to make a weekly pension contribution on behalf of each employee who works one (1) or any part of one (1) day, the foregoing not withstanding. Rather, effective November 1, 2014, through April 30, 2015, the Employer shall contribute the sum of Fifty Seven Dollars and Thirty

Cents ($57.30) per day for each day each employee covered by this Agreement work less than a full week but at least one (1) or any part of one (1) day during the week. Effective November 1, 2015 through April 30, 2016 the daily contribution shall be increased to Fifty Nine Dollars and Sixty Cents ($59.60). Effective November 1, 2016 through April 30, 2017, the daily contribution shall be increased to Sixty Two Dollars ($62.00). Effective November 1, 2017 through April 30, 2018, the daily contribution shall be increased to Sixty Four Dollars and Fifty Cents ($64.50). Effective November 1, 2018 through April 30, 2019, the daily contribution shall be increased to Sixty Seven Dollars and Ten Cents ($67.10). These daily rates also apply to temporary/casual employees who work for the Employer pursuant to Article 28, regardless of the time of year such employees perform work.

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.

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

QUALA SYSTEMS, INC.

(BARBERTON, OHIO TANK CLEANERS)

AND

FREIGHT DRIVERS, DOCKWORKERS AND HELPERS LOCAL UNION NO.24

June 1, 2013 through May 31, 2016

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QUALA SYSTEMS, INC. (hereinafter referred to as the "Employer" or the "Company") and LOCAL UNION 24 OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as the "Union") agree to be bound by the terms and provisions of this Agreement.

WITNESSETH

That for the purpose of mutual understanding and in order that a harmonious relationship may exist between the Company and Union so to the end that continuous and efficient service will be rendered to and by both parties for the benefit of both, it is hereby agreed that:

ARTICLE 1

SCOPE OF AGREEMENT

Section 1.1 - Operations Covered

The execution of this Agreement on the part of the Employer shall cover all Tank Cleaners and/or Washers as may be presently or hereinafter represented by the Union at the Employer's Barberton, Ohio Facility.

Section 1.2 - Rights of Employer

Except as herein provided, the Employer has the sole right to operate its business and property, to hire, promote, transfer, discipline or discharge for just cause, Layoff or release employees, determine the number to be employed and the number to be assigned to any job classification, subject to the provisions of the Agreement.

ARTICLE 2

UNION SECURITY

Section 2.1 - Recognition

The Employer recognizes and acknowledges that the 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, as amended.

Section 2.2 - Union Shop

a. Union Shop - It shall be a condition of employment that all Employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good

Section 6.3 - Computation of Vacation

Vacation pay will be based on 1/52nd of the previous year's W-2 earnings, except those eligible employees who opted in the previous year to take vacation pay and worked either the fourth (4th) or fifth (5th) week of vacation. Employees who exercised this option shall have the affected W-2 wages reduced by forty (40) hours pay at the applicable hourly rate for each week.

Section 6.4 - Split of Vacation Time

Employees having two or more weeks of vacation may take one week of vacation one day at a time with at least forty-eight (48) hours written notice to the facility manager prior to the day of vacation.

ARTICLE 7

HEALTH AND WELFARE AND PENSION FUND

Contributions to Health and Welfare Pension Funds must be made for each week on each regular or extra employee, even though such employee may work only part time under 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. The provisions of this paragraph shall not cover employees who work either temporarily or in cases of emergency under the terms of the Contract.

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 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 one (1) year. Health and Welfare contribution will be made to the Central States Southeast and Southwest Areas health and welfare fund as follows:

Effective first contribution period beginning on or following:

EFFECTIVE JUNE 1	WEEKLY RATE
2013	$ 288.00
2014	$ 316.80*
2015	$ 348.50*

* This amount is a maximum, not-to-exceed rate; actual value could be less. Any difference between the actual and not-to-exceed rates will be applied as an increase to Employees' hourly base wage rates.

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, the appropriate representative shall have the right to take action deemed necessary, including the right to strike to enforce payment.

Contributions shall be due and payable no later that 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.

If at any time during the term of this Agreement, or any renewal or amendment thereof, there shall be enacted any federal or state law or regulation requiring the Employer to secure, provide, or pay for the 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 to, 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.

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 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. The provisions of this paragraph shall not cover employees who work either temporarily or in case of emergency under the terms of this Contract. Pension contribution will be made to the Central States Southeast and Southwest Pension Fund, at the weekly rate of:

EFFECTIVE JUNE 1	WEEKLY RATE
2013	$ 138.10
2014	$ 143.60
2015	$ 149.30

ARTICLE 8

SENIORITY

Section 8.1 - Seniority

Seniority is defined as the continuous employment of a tank Cleaner/Washer, which is acquired from their most recent date of hire at the Employer's Barberton, Ohio facility.

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MECHANICS ADDENDUM

to the Agreement between
QUALA SYSTEMS, INC., GEISMAR, LA
and
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAN UNION NO. 270

March 1, 2013 through February 29, 2016

The language of this Mechanics Addendum and the Appendix attached to it will supersede any language in the Tank Cleaners contract if there should be a difference between the two.

THIS AGREEMENT made this first day of March 2013, by and between Quala Systems, Inc. (QSI), hereinafter referred to as the "Company", and the undersigned LOCAL UNION NO. 270, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union".

ARTICLE 1- SCOPE OF AGREEMENT

Section 1.1 – Operations Covered

The execution of this Agreement on the part of the Company shall cover the Maintenance employees employed by Quala Systems, Inc.'s Geismar, LA, Terminal who may be presently or hereafter represented be the Union.

Section 1.2 – Employees Covered

a. The maintenance employees shall constitute one bargaining unit.

b. This Agreement shall not be applicable to those operations of QSI where the employees are covered by a collective bargaining agreement with a Union not signatory to this Agreement, or to those employees who have not designated a signatory Union as their collective bargaining agent.

c. Whenever any words herein appear in the masculine, they shall be construed as though they appeared in the feminine except when the contract clearly requires otherwise.

Section 1.3 – Transfer of Company Title or Interest

This Agreement and the Supplemental Agreements hereto, hereinafter referred to collectively as "Agreement", shall be binding upon Quala Systems, Inc. hereto, its successors, administrators, executors and assigns. In the event an entire operation or rights only, are sold,

In the event that any Article or Section is held invalid or enforcement of or compliance with has been restrained, as above set forth, the parties affected thereby 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 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 to process the demand through the grievance procedure.

ARTICLE 25 – POSTING AGREEMENT

A copy of this Agreement shall be posted in a conspicuous place in each garage and facility.

ARTICLE 26 – POSTING OF NOTICES

QSI agrees to posting within its business premises of notices of Union meetings, etc., bay an elected or appointed official of the local union.

ARTICLE 27 – HEALTH AND WELFARE

QSI agrees to pay a health and welfare contribution in accordance with the Appendix to this Agreement.

ARTICLE 28 – PENSIONS

QSI agrees to pay a pension contribution in accordance with the Appendix to this Agreement.

ARTICLE 29 – JURY DUTY

The Company will make whole any loss in earnings of an employee who has been selected to serve on a petit jury up to eight (8) hours at employee's regular hourly rate of pay, per day.

ARTICLE 30 – FUNERAL LEAVE

Section 30.1 – Allowance

In case of death in the immediate family of an employee, time off will be allowed, up to a maximum of three (3) days. The employee involved will be paid eight (8) hours at the hourly rate per day, subject to Section 32.2 herein. Such funeral leave payment of up to eight (8) hours per day shall be for lost work opportunity commencing from the day of death up to and including the day of the funeral. In the event the employee travels in excess of one hundred (100) miles from his home to attend the funeral, the day after the funeral shall count as one (1) of the three (3) funeral leave days.

ARTICLE 38 – TERMINATIONS

This Agreement shall be in full force and effect from March 1, 2013, to and including February 28, 2013 and shall continue in full force and effect from year to year thereafter unless written notice to modify or terminate is served by either party on the Region, and upon the Local Unions and QSI as the case may be, covered hereby, at least sixty (60) days prior to the date of expiration.

IN WITNESS WHEREOF the parties hereto have set their hands and Seals this _____day of _____, 2013, to be effective March 1, 2013.

QUALA SYSTEMS, INC.

BY: Redacted by U.S. Department of the Treasury

TITL

DATE: 3/21/2013

TEAMSTER[redacted]CAL UNION NO. 270

BY: Redacted by U.S. Department of the Treasury

TITLE

DATE: 3-26-13

It is agreed that the parties prior to final printing of this Agreement may correct any inadvertent typing errors and omissions in language.

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Redacted by U.S. Department of the Treasury

FOR (

FOR

APPENDIX

To the

Mechanics Addendum

By and Between

QUALA SYSTEMS, INC., GEISMAR, LA

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL UNION NO. 270

March 11, 2013 through February 28, 2016

APPENDIX

THIS AGREEMENT, made this first day of March 2013 by and between Quala Systems, Inc., hereinafter referred to as the "Company" or "QSI" and Local Union No. 270, hereinafter referred to as the "Union".

ARTICLE 21 - VACATIONS

Section 21.5 - Vacation Pay

The Company agrees that if a man is sick or injured on the job and qualifies under the sixty (60%) percent formula, then only the number of weeks worked will be divided into his gross earnings to determine the amount the employee will receive for vacation pay. Employees my accept pay in lieu of vacation time off, vacation pay will be determined by the number of weeks paid in the previous year.

ARTICLE 27 - HEALTH AND WELFARE

The Company shall fund the following weekly contributions to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HELTH AND WELFARE FUND, which is to be administered jointly by the parties, to continue Plan C-6 coverage for each employee covered by this Agreement who has been on the payroll thirty (30) days or more:

The Company shall contribute 80% and the Employee shall contribute 20% of the weekly contributions to the Health & Welfare Fund:

EFFECTIVE	WEEKLY CONTRIBUTION RATE
3/1/2013	$309.70
3/1/2014	$340.70*
3/1/2015	$374.80*

* Not to exceed.

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

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

four (4) weeks. If an employee is injured on the job, the Company shall continue to make the required contributions until such employee's 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 in to the Health and Welfare Fund for the period of absence.

Contributions to the Health and Welfare Fund must be made for each week on each regular or extra employee who is not on layoff in accordance with this Agreement 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 Health and Welfare Fund. The provisions of this paragraph shall not cover employees who work either temporarily or in case s of emergency under the terms of this Agreement.

The Local Union, the area Conference or the Trustees may institute action for delinquent Health and Welfare and Pension contributions. If the Company is delinquent it must also pay all attorney's fees and costs of collections.

ARTICLE 28 - PENSION

The Company shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND on a weekly basis for each employee covered by this Agreement who has been on the payroll thirty (30) days or more:

EFFECTIVE	CONTRIBUTION RATE
3/1/2013	$138.10
3/1/2014	$143.60
3/1/2015	$149.30

By execution of this Agreement, the Company agrees to enter into appropriate trust agreements necessary for the administration of such Fund and to designate the Employer Trustees under such agreement, hereby waiving all notice 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 Company of such absence, the Company shall continue to make the required contributions for four (4) weeks. If an employee is injured on the job, the Company shall continue to pay the required

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

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

Contributions to the Pension Fund must be made for each week on each regular or extra employee who is not on layoff in accordance with this Agreement, even though such employee may work only part-time under 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. The provisions of this paragraph shall not cover employees who work either temporarily or in cases of emergency under the terms of this Agreement.
The Local Union, the Area Conference or the Trustees may institute action for delinquent Health and Welfare and Pension contributions. If the Company is delinquent, it must also pay all attorneys' fees and costs of collection.

NOTE: A copy of this Agreement must be attached to the "Participation agreement" when submitted by the Local Union.

ARTICLE 31 - WAGES AND HOURS OF WORK FOR SHOP AND MAINTENANCE EMPLOYEES

Section 31.10 - Shift Differential

Shift differential shall be as follows:

Night Shift: $0.20 per hour

Midnight Shift: $0.25 per hour

Section 31.11- Shop and Maintenance

A. Rate:

EFFECTIVE	HOURLY RATE
3/1/2013	$25.00
3/1/2014	$26.25
3/1/2015	$27.56

B. Starting Times: The Company agrees to post starting times for maintenance employee bids.

C. Loss of Tools: the Company shall reimburse the employee for the loss of required hand tools due to fire or proven break-in on the Company's premises less than 50.00 on each such loss, provided that such loss is not caused by the employees' negligence. Claims will be honored only for tools, which have been listed on an appropriate inventory form furnished by and filed with the Company whenever the employee removes his tools from the Company premises.

ARTICLE 34 - HOLIDAYS

Section 34.1

The designated holidays shall be: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor, Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day and Christmas Day.

Section 34.2

Pay for holidays shall be eight (8) hours at the employee's regular hourly rate and shall be in addition to any other monies earned.

Section 34.3

In order to qualify for holiday pay, the employee must be available for work the regular scheduled workday immediately preceding and/or following the holiday, if said employee is requested to do so and has not exhausted his work, or unless he is unable to work on account of proven illness, or unless absence is mutually agreed to.

Section 34.4

When a holiday falls on Sunday, it shall be celebrated on the following Monday.

Section 34.5

If a maintenance employee is called out on one of the above named holidays, he shall receive double time his regular pay plus his holiday pay. Call out time will be a minimum guarantee of four (4) hours.

Section 34.6

Employees who are serving their thirty (30) days worked probationary period are not entitled to holiday pay for holidays falling within such probationary period.

AGREEMENT

BETWEEN

QUALA SYSTEMS, INC.

AND

TEAMSTERS LOCAL UNION NO. 391

For the Period
September 1, 2013 thru August 31, 2016

RECEIVED

MAY 1 5 2014

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DEPARTMENT

PREAMBLE

Quala Systems, Inc., hereinafter referred to as the Employer and Local Union No. 391, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the terms and provisions of the following Agreement.

ARTICLE I

SCOPE OF AGREEMENT

Section 1.1 – Operations Covered

The execution of this Agreement on the part of the Employer shall cover all employees of the Employer as may be presently or hereafter represented by the Local Union. Represented locations currently are:

Wilmington, NC

Section 1.2 – Transfer of Company Title or Interest

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation or rights only are 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 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 not later than ten (10) days subsequent to the submission to a regulatory agency or if no regulatory agency has jurisdiction, then ten (10) days prior to the effective date of same. In the event the Employer fails to give the notice herein required and/or fails to require the purchaser, the transferee or lessee to assume the obligations of this Agreement, the Employer shall be liable to the Union and the employees covered for all damages sustained as a result of such failure to give notice of such failure or required assumption of the terms of this Agreement.

Section 1.3 – Single Bargaining Unit

The employees covered under this Agreement shall constitute one bargaining unit.

Section 1.4 – Competitive Relief

The Company and the Union agree at the request of either side they shall meet for the purpose of reviewing and, if necessary, adjusting by mutual agreement, wage rates or working

It is understood, however, that the Employer may, by mutual agreement with the Local Union, secure equal or better health and welfare benefits for the employees under a private plan at the Employer's expense.

ARTICLE 23

PENSION

Contributions to the Central States, Southeast and Southwest Areas Pension Fund shall be sufficient to provide employees coverage based on the agreed to contribution rate of:

EFFECTIVE	9/1/2013	9/4/2014	9/2/2015
WEEKLY RATE	$137.60	$143.10	$148.50

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

LETTER OF UNDERSTANDING
BETWEEN
QUALA SYSTEMS, INC.
AND
TEAMSTERS LOCAL UNION NOS. 28, 391, 509
FOR THE PERIOD: SEPTEMBER 1, 1995 THRU AUGUST 31, 1999

With respect to casual employees referred to in Article 19 of the current collective bargaining agreement, the parties agree that in the event that an individual employed on a casual basis works 1,000 hours or more in a 12 month period, he will be considered a regular employee for purposes of participation in the Central States Pension Fund and all hours worked by him thereafter will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

QUALA SYSTEMS, INC.

BY: [redacted]

TITL[redacted]

DATE: 9-5-97

TEAMSTERS LOCAL UNION NO. 28

BY: [redacted]

TITL[redacted]

DATE: 9-9-97

TE[redacted]

BY[redacted]

TI[redacted]

DATE: 9-9-97

TEAMSTERS LOCAL UNION NO. 509

BY: [redacted]

TIT[redacted]

DATE: 9-14-97

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

QUALA SYSTEMS, INC.
AND
TEAMSTERS LOCAL UNION 413

DELAWARE, OH

RECEIVED
JUN 03 2014
CONTRACT DEPARTMENT

Duration
September 25, 2013 through September 30, 2016

WASHRACK and SHOP AGREEMENT

BETWEEN

QUALA SYSTEMS, INC.
AND
TEAMSTERS LOCAL UNION NO. 413

EFFECTIVE 09/25/2013 THRU 09/30/2016

ARTICLE 1 SCOPE OF AGREEMENT

Section 1.1 Operations Covered

This Agreement shall cover Wash Rack and Shop Employees Quala Systems, Inc. ("Employer") within, into, and out of the jurisdiction of Teamsters Local No. 413 ("Union").

Section 1.2 Employees Covered

The employees covered by this Agreement shall include any and all employees of the Employer employed directly by and/or under the supervision and control of the Employer within the jurisdiction of the Union and who are represented by the Local Union.

Section 1.3 Transfer of Company Title or Interest

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the Employer decides to sell or transfer its operation, or part thereof, it will give the Union sixty (60) day written notice of the sale or transfer and of the nature of the transaction. In addition, the Employer will give a prospective purchaser written notice of the existence of this Agreement and of its requirement that the sale or transfer be conditioned upon the buyer's recognition of the Union on their behalf.

In the event the Employer fails to notify the purchaser or transferee of his obligations as set forth immediately above, the Employer shall be liable to the Union and the covered employees for all losses sustained as a result of the buyer's or transferee's failure to recognize the Union as collective bargaining representative.

to. Any of the above mentioned holidays required by Federal Law to be observed on a designed Monday shall be celebrated accordingly.

ARTICLE 25 HEALTH AND WELFARE

The Employer shall contribute to Central States Southeast and southwest Areas Health and Welfare Fund for each employee covered by this agreement who has been on the payroll thirty (30) days or more the following contributions to maintain benefit Plan Modified C-4 (M9):

Effective Date	Rate
9/25/2013	$ 297.10
10/1/14	$ 326.20*
10/1/15	$ 358.70*

*Not to exceed

If 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.

ARTICLE 26 PENSION

The Employer shall contribute to 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 contribution:

Effective Date	Rate
9/25/13	$ 200.80
10/1/14	$ 208.80
10/1/15	$ 217.20

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

ARTICLE 27 JURY DUTY

All regular employees call for jury duty will receive the difference between eight (8) hours pay at the applicable hourly wage and the actual payment received for jury duty service for each day of jury duty to a maximum of five (5) days pay.

AGREEMENT

BETWEEN

QUALA SYSTEMS, INC.

AND

TEAMSTERS LOCAL UNION NO. 391
TEAMSTERS LOCAL UNION NO. 509

For the Period

September 1, 2010 thru August 31, 2013

RECEIVED
AUG 30 2011
CONTRACT
DEPARTMENT

PREAMBLE

Quala Systems, Inc., hereinafter referred to as the Employer and Local Union No. 391 and Local Union No. 509, affiliated with the International Brotherhood of Teamsters, hereinafter referred to collectively as the Union, agree to be bound by the terms and provisions of the following Agreement.

ARTICLE I

SCOPE OF AGREEMENT

Section 1.1 – Operations Covered

The execution of this Agreement on the part of the Employer shall cover all employees of the Employer as may be presently or hereafter represented by the Local Union. Represented locations currently are:

Charleston, SC
Wilmington, NC

Section 1.2 – Transfer of Company Title or Interest

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation or rights only are 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 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 not later than ten (10) days subsequent to the submission to a regulatory agency or if no regulatory agency has jurisdiction, then ten (10) days prior to the effective date of same. In the event the Employer fails to give the notice herein required and/or fails to require the purchaser, the transferee or lessee to assume the obligations of this Agreement, the Employer shall be liable to the Union and the employees covered for all damages sustained as a result of such failure to give notice of such failure or required assumption of the terms of this Agreement.

Section 1.3 – Single Bargaining Unit

The employees covered under this Agreement shall constitute one bargaining unit.

Section 1.4 – Competitive Relief

If 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 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 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 sortie other Health and Welfare Fund. Employees who work either temporarily or in cases of emergency under the terms of this Contract shall not be covered by the provisions of this paragraph.

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such Funds, shall continue to make such payments for the life of this Agreement.

It is understood, however, that the Employer may, by mutual agreement with the Local Union, secure equal or better health and welfare benefits for the employees under a private plan at the Employer's expense.

ARTICLE 23

PENSION

Contributions to the Central States, Southeast and Southwest Areas Pension Fund shall be sufficient to provide employees coverage based on the agreed to contribution rate of:

09/01/10	9/4/2011	9/2/2012
$119.30 per week	$126.50	$132.80

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

ARTICLE 24

POSTING

Section 24.1 – Posting of Agreement

A copy of this Agreement shall be posted in a conspicuous place in each facility.

Section 24.2 – Union Bulletin Board

The Employer agrees to provide suitable space for the Union bulletin board in each facility. Postings by the Union on such boards are to be confined to official business of the Union.

ARTICLE 25

SUBCONTRACTING

Section 25.1 – Work Preservation

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the signatory Employer agrees that no operation, work or services of the kind, nature or type covered by, or presently performed or hereafter assigned to the collective bargaining unit by the signatory Employer will be subcontracted, transferred, leased, diverted, assigned or conveyed in full or in part (hereinafter referred to as "divert" or "subcontract"), by the Employer to any other plant, business, person, or non-unit employees, or to any other mode of operation, unless specifically provided and permitted in this Agreement.

LETTER OF UNDERSTANDING
BETWEEN
QUALA SYSTEMS, INC.
AND
TEAMSTERS LOCAL UNION NOS. 28, 391, 509
FOR THE PERIOD: SEPTEMBER 1, 1995 THRU AUGUST 31, 1999

With respect to casual employees referred to in Article 19 of the current collective bargaining agreement, the parties agree that in the event that an individual employed on a casual basis works 1,000 hours or more in a 12 month period, he will be considered a regular employee for purposes of participation in the Central States Pension Fund and all hours worked by him thereafter will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

QUALA SYSTEMS, INC.

BY: Redacted by U.S. Department of the Treasury

TITL

DATE: 9-5-97

TEAMSTERS LOCAL UNION NO. 28

BY: Redacted by U.S. Department of the Treasury

TI

DATE: 9-9-97

TEA

BY(Redacted by U.S. Department of the Treasury

TITLE:

DATE: 9-9-97

TEAMSTERS LOCAL UNION NO. 509

BY Redacted by U.S. Department of the Treasury

TI

DATE: 9-14-97

AGREEMENT

BY AND BETWEEN

QUALA SYSTEMS, INC.

ATLANTA AND AUGUSTA, GA

LOCAL UNION 528

AFFILIATED WITH THE

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

RECEIVED

OCT 25 2013

CONTRACT DEPARTMENT

March 1,2012 THROUGH FEBRUARY 28, 2015

THIS AGREEMENT, made this first day of March 2012 by and between Quala Systems, Inc., hereinafter referred to as the "Company" or "QSI" and the undersigned LOCAL UNION NO. 528, AFFILIATED WITH THE INTERNALTIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to collectively as the "Union".

ARTICLE 1 - SCOPE OF AGREEMENT

Section 1.1 - Operations covered

The execution of this Agreement on the part of the Company shall cover all Tank Cleaners employed by QSI who may be presently or hereafter represented by the undersigned Union/ at the current QSI facilities.

Section 1.2 - Employees Covered

a. The Tank Cleaners shall constitute one bargaining unit

b. The words "tank cleaners" or "employees" as used in this Agreement shall mean the employees of QSI who are employed directly by QSI within the jurisdiction of the Local Unions referred to above. This Agreement shall not be applicable to those operations of QSI where the employees are covered by a collective bargaining agreement with a union not signatory union as their collective bargaining agent.

c. Whenever any words herein appear in the masculine, they shall be construed as though they appeared in the feminine where the contract clearly requires otherwise.

Section 1.3 - Transfer Company Title or Interest

This Agreement and the Supplemental Agreements hereto, hereinafter referred to collectively as Agreement" shall be blinding upon QSI hereto, its successors, administrators, executors and assigns. In the event an entire operation, or rights only, are sold, leased, transferred or taken over by sale, transfer, lease, 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, the specific provisions of this agreement, excluding riders or other condition, shall prevail. It is understood by this section that QSI hereto shall not use any leasing device to a third party to evade this Agreement QSI 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 lesser 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. In the event QSI fails to require the purchaser, transferee, or lessee to assume the obligations of this agreement within the meaning of the law. QSI (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 assumption of the terms of this Agreement, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement.

Section 1.4 - Supervisory Personnel

Supervisory work personnel of QSI shall be restricted from performing the work, which is recognized as the work of the employees covered by this Agreement.

The Local Union recognizes the exceptions to this restriction for the purpose of instruction, training, familiarizing supervisory personnel as to the type and nature of the tank cleaning process and in cases of emergency over which the Company has no control.

ADDENDUM

THIS AGREEMENT, made this first day of March, 2012, by and between Quala Systems, Inc., hereinafter referred to as the "Company" or "QSI" and Local Union No. 528 affiliated with the International Brotherhood of Teamsters.

ARTICLE 16 - PAY PERIOD

All employees covered by this agreement shall be paid weekly. No more than two (2) weeks shall be held on an employee.

Where less than two (2) weeks pay is not held, QSI may not increase the amount held until a change has been agreed with the local union.

ARTICLE 22 - HEALTH AND WELFARE

Section 22.1

The Employer shall make the following weekly contributions to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND, which is to be administered jointly by the parties:

Effective	Plan MM 200 Weekly Contribution Rate
March 1, 2012	$215.00
March 1, 2013	$228.10*
March 1, 2014	$249.40*

*Not to exceed

Any reduction in rates because 2013 and 2014 rates are "not to exceed" will be split 50%-50% with 50% added to wages.

Section 22.2

By execution of this Amendment to the Agreement, QSI agrees to enter into appropriate trust agreements necessary for the administration of said Fund.

Section 22.3

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 contribution into the Health and Welfare Fund for the period of absence.

Section 22.4

Action for delinquent Health and Welfare contributions may be instituted by the Local Union or the Trustees.

ARTICLE 23 – PENSION

Section 23.1

The company shall continue to contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the following per week for each employee covered by this agreement who has been on the payroll thirty (30) days or more:

March 1, 2012	$95.200
March 1, 2013	$99.00
March 1, 2014	$103.00

ARTICLE 27 - WAGES AND HOURS OF WORK FOR TANK CLEANING PERSONNEL

Section 27.1 - Shift Differential

Shift differential shall be as follows:

Night Shift	$0.15 per hour
Midnight Shift	$0.20 per hour

Section 27.2 - Tank Cleaning Rates

Effective Date:	**3/1/12**	**3/1/13**	**3/1/14**
Tank Cleaners:	**$16.00**	**$16.50**	**$16.90**
Lead person Rate	**$17.00**	**$17.50**	**$17.90**

New rates are effective July 8, 2012
$250 of retroactivity will be paid to each employee that has been employed since 3/1/2012.

ARTICLE 30 - HOLIDAYS

Section 30.1

The designated holidays shall be New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and the day after Thanksgiving, Christmas Eve Day, Christmas Day, and Birthday.

Section 30.2

Pay for such holidays shall be eight (8) hours at the employee's regular hourly rate and shall be in addition to any other monies earned.

Section 30.3

In order to qualify for holiday pay, the employee must be available for work the regular scheduled workday immediately preceding and/or following the holiday, if said employee is requested to do so and has exhausted his hours of work, or unless he is unable to work account of proven illness, or unless absence is mutually agreed to.

Section 30.4

All Holidays will be celebrated on the actual day of the Holiday.

Section 30.5

If a tank cleaning employee is called out on one of the above named holidays, he shall receive double time his regular rate of pay plus his holiday pay. Call out time will be a minimum guarantee of four (4) hours.

Section 30.6

Employees who are serving their (60) days worked probationary period are not entitled to holiday pay for holidays falling within such probationary period.

ARTICLE 33 TERMINATION

This Agreement shall be in full force and effect from March 1, 2012 to and including February 28, 2015 and shall continue in full force and effect from year to year thereafter unless written notice to modify or terminate is served by either party on the Union and QSI as the case may be, covered hereby, at least sixty (60) days prior to the date of expiration.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this ____ day of _____, 2012, to effective as March 1, 2012.

Redacted by U.S. Department of the Treasury

TITLE: On Behalf of QSI

DATE: 7/10/2012

TEAMSTERS LOCAL UNION NO. 528

BY: Redacted by U.S. Department of the Treasury

TITLE: [illegible]

DATE: [illegible]

RECEIVED
OCT 25 2013
CONTRACT DEPARTMENT

AGREEMENT

Between

QUALA WASH
Quala Systems, Inc.
Freeport, Texas

And

TEAMSTERS LOCAL UNION NO. 988
Affiliated with the International Brotherhood of Teamsters

MAY 1, 2014 THROUGH APRIL 30, 2017

RECEIVED
JUL 31 2015
CONTRACT
DEPARTMENT

THIS AGREEMENT, made this 1st day of May 2014, by and between Quala Systems, Inc., herein after referred to as the "Company" or "QSI", and the undersigned Teamsters, Freight, Tank Lines, Automobile, Hospital-Health Care, Sales Drivers, Deliverymen, and Manufacturing Employees, TEAMSTERS LOCAL UNION NO. 988 of Houston, Texas, Affiliated with the International Brotherhood of Teamsters hereinafter referred to collectively as the "Union".

ARTICLE 1 – SCOPE OF AGREEMENT

Section 1.1 – Operation Covered

The execution of this Agreement on the part of the Company shall cover all Tank Cleaners employed by QSI who may be presently or hereinafter represented by the undersigned Unions at the Freeport, TX QSI facility.

Section 1.2 – Employees Covered

a. The Tank Cleaners shall constitute one bargaining unit.

b. The words "tank cleaners" as used in this Agreement shall mean the employees of QSI who are employed directly by QSI within the jurisdiction of the Local Union referred to above. This Agreement shall not be applicable to those operations of QSI where the employees are covered by a collective bargaining agreement with a union not signatory to this Agreement, or to those employees who have not designated a signatory union as their collective bargaining agent.

c. Whenever any words herein appear in the masculine, they shall be construed as though they appeared in the feminine except where the contract clearly requires otherwise.

Section 1.3 – Transfer of Company Title or Interest

This Agreement and Supplemental Agreements hereto, hereinafter referred to collectively as "Agreement" shall be binding upon QSI hereto, its successors, administrators, executors and assigns. In the event an entire operation or rights only are sold, leased, transferred or taken over by sale, transfer, lease, 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, the specific provision of this Agreement, excluding riders or other conditions, shall prevail. It is understood by this Section that QSI hereto shall not use any leasing device to a third party to evade this Agreement. QSI 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 as described.

The Local Union shall also be advised of the exact nature of the transaction, not including financial details. In the event QSI fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement within the meaning of the law, QSI (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 assumption of the terms of this Agreement, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligation of this Agreement.

Section 1.4 – Supervisory Personnel

Supervisory personnel of QSI shall be restricted from performing the work which is recognized as the work of the employees covered by this Agreement.

ARTICLE 23 – PENSIONS

The Company shall continue to contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the following minimum weekly rates below for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective:	5/01/2014	5/01/2015	5/01/2016
	$100.90	$107.00	$111.30

ARTICLE 24 – JURY DUTY

The Company will make whole any loss in earnings of an employee who has been selected to serve on a petit jury, up to eight (8) hours, at the employee's regular hourly rate of pay per day.

ARTICLE 25 – FUNERAL LEAVE

Section 25.1 – Allowance

In case of death in the immediate family of an employee, time off will be allowed up to a maximum of three (3) days. The employee involved will be paid eight (8) hours at the hourly rate per day, subject to Section 25.2 herein. Such funeral leave payment of up to eight (8) hours per day shall be for lost work opportunity commencing from the day of death up to and including the day of the funeral. In the event the employee travels in excess of one-hundred miles from his home to attend the funeral, the day after the funeral shall count as one (1) of the three (3) funeral leave days.

Section 25.2 – Qualifications

a. No pay shall be granted in the case where, because of distance or for other causes, the employee does not attend the funeral of the deceased.

b. Employees may be required to verify attendance at the funeral.

c. Death in the immediate family shall be limited to the death of a father or stepfather (but not both), mother or stepmother (but not both), father-in-law, mother-in-law, current spouse, sister or brother, son or daughter, or step-son or step-daughter, and grandparents of the employee.

d. No pay allowance shall be granted when the employee is on leave of absence, vacation, bona fide layoff, holiday, workmen's compensation, or jury duty.

ARTICLE 26 – WAGES AND HOURS OF WORK FOR TANK CLEANING PERSONNEL

Section 26.1

a. The Company guarantees the employees covered by this Article a regular workweek, provided the employee is able, available, and reports for work at the established time and place of work. A workweek shall be defined as five (5) consecutive work days of eight (8) hours per day, excluding a meal period. The above shall not apply to probationary employees. For the purpose of this Section, it is hereby understood and agreed that for all employees covered by this Article, all overtime rates will begin after eight (8) hours per day and/or forty (40) hours per week.

b. The Company may, at its discretion after notifying the Union, implement a work week of four (4) consecutive days with ten (10) hours of work per day. The premium rates of pay set forth in the

TANK TRUCK AGREEMENT

By and Between

QUALITY CARRIERS INC.
Memphis, TN Terminal

And

LOCAL UNION NO. 984

Affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

RECEIVED
AUG 0 4 2014
CONTRACT DEPARTMENT

March 01, 2012 through February 28, 2015

THIS AGREEMENT, made this first day of March 2012 by and between Quality Carriers Inc. hereinafter referred to as the "Company" or "Quality Carriers", and the undersigned LOCAL UNION NO. 984, AFFILIATED WITH THE International Brotherhood of Teamsters, hereinafter referred to as the "Union".

ARTICLE 1 - SCOPE OF AGREEMENT

Section 1.1 - Operations Covered

The execution of this Agreement on the part of the Company shall cover all Truck Drivers employed by Quality Carriers, Inc.'s Memphis, TN, Terminal who may be presently or hereafter represented be the Union, engaged in the transportation of liquids, chemicals (liquid or dry), or similar products in bulk.

Section 1.2 - Employees Covered

The driver employees shall constitute one bargaining unit.

The word "drive" or "employee" as used in this Agreement shall mean the employees Quality Carriers Inc. who operate vehicles in the transportation of liquids, chemicals (liquid or dry), or similar products in bulk and who are employed directly by Quality Carriers Inc. within the jurisdiction of the Unions referred to above. This Agreement shall not be applicable to those operations of Quality Carriers Inc. where the employees are covered by a collective bargaining agreement with a Union not signatory to this Agreement, or to those employees who have not designated a signatory Union as their collective bargaining agent.

Whenever any words herein appear in the masculine, they shall be construed as though they appeared in the feminine except her the contract clearly requires otherwise.

Section 1.3 - Transfer of Company Title or Interest

This Agreement and the Supplemental Agreements hereto, hereinafter referred to collectively as "Agreement", shall be binding upon Quality Carriers Inc. hereto, its successors, administrators, executors and assigns. In the event an entire operation or rights only, are sold, leased, transferred or taken over by sale, transfer, lease, 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 the specific provisions of this Agreement, excluding riders or other conditions, shall prevail, it is understood by this Section that Quality Carriers Inc. hereto shall not use any leasing device to a third party to evade this Agreement. Quality Carriers inc. 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 lesser executes a contact or transaction a herein described.

The Local Union shall also be advised Of the exact nature of the transaction, not including financial details. In the event Quality Carriers Inc. falls to require the purchaser, transferee, or lessee to assume the obligation of this Agreement, Quality Carriers Inc. (including

In the event that any Article or Section is held invalid or enforcement of or compliance with has been restrained, as above set forth, the parties affected thereby 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 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 to process the demand through the grievance procedure.

ARTICLE 27 - POSTING AGREEMENT

A copy of this Agreement shall be posted in a conspicuous place in each garage and terminal.

ARTICLE 28 - POSTING OF NOTICES

Quality carriers, Inc. agrees to posting within its business premises of notices of Union meetings, etc., bay an elected or appointed official of the local union.

ARTICLE 29 - HEALTH AND WELFARE

Quality carriers, Inc. agrees to pay a health and welfare contribution in accordance with the Addendum to this Agreement.

ARTICLE 30 - PENSIONS

Quality carriers, Inc. agrees to pay a pension contribution in accordance with the Addendum to this, Agreement.

ARTICLE 31 - JURY DUTY

The Company will make whole any loss in earnings of an employee who has been selected to serve on a petit jury up to eight (8) hours at employee's regular hourly rate of pay, per day.

ARTICLE 32 - FUNERAL LEAVE

Section 32.1 - Allowance

In case of death in the immediate family of an employee, time off will be allowed, up to a maximum of three (3) days. The employee involved will be paid eight (8) hours at the hourly rate per day, subject to Section 32.2 herein. Such funeral leave payment of up to eight (8) hours per day shall be for lost work opportunity commencing from the day of death up to and including the day of the funeral. In the event the employee travels in excess of one hundred (100) miles from his home to attend the funeral, the day after the funeral shall count as one (1) of the three (3) funeral leave days.

Section32.2 - Qualifications

ADDENDEM

To the

TANK TRUCK AGREEMENT

By and Between

QUALITY CARRIERS, INC.
Memphis, TN

And

LOCAL UNION NO. 984

Affiliated With The

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

March 01, 2012 through February 28, 2015

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 in to the Health and Welfare Fund for the period of absence

Contributions to the Health and Welfare Fund must be made for each week on each regular or extra employee who is not on layoff in accordance with the Quality Carriers Tank Track Agreement 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 Health and Welfare 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.

The Local Union, the area Conference or the Trustees may institute action for delinquent Health and Welfare and Pension contributions. If the Company is delinquent it must also pay all attorney's fees and costs of collections.

ARTICLE 30 - PENSION

Effective March 01, 2012 the Company shall contribute to the CENTRAL STATES, SOUTHEAST SOUTHWEST AREAS PENSION HIND the sum of One Hundred and Thirty Two Dollars and Eighty Cents ($132.80) for each employee covered by this agreement who has been on the payroll for thirty (30) days or more. Effective March 01, 2013 the contribution rate shall increase to One Hundred and Thirty Eight Dollars and Ten Cents ($138.10). Effective March 01, 2014 the contribution rate shall increase to One Hundred and Forty Three Dollars and Sixty Cents ($143.60). The Company agrees enter into appropriate 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 Company of such absence, the Company shall continue to make the required contributions for four (4) weeks. If an employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

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

Contributions to the Pension Fund must be made for each week on each regular or extra employee who is not on layoff in accordance with the Quality Carriers Tank Truck Agreement, even though such employee may work only part-time under 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. The provisions of this paragraph shall not cover employees who work either temporarily or in cases of emergency under the terms of this Agreement.

The Local Union, the ea Conference or the Trustees may institute action for delinquent Health and Welfare and Pension contributions. If the Company is delinquent, it must also pay all attorneys' fees and costs of collection.

NOTE: A copy of this Agreement must be attached to the "Participation Agreement" when submitted by the Local Union.

ARTICLE 35 - HOLIDAYS

Section 35.1

The designated holidays shall be: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, Christmas Day and the employee's birthday.

Section 35.2

Pay for holidays shall be eight (8) hours at the employee's regular hourly rate and shall be in addition to any other monies earned.

Section 35.3

In order to qualify for holiday pay, the employee must be available for work the regular scheduled workday immediately preceding and/or following the holiday, if said employee is requested to do so and has not exhausted his, works or unless he is unable to work, on account of proven illness, or unless absence is mutually agreed to.

Section 35.4

When a holiday falls on Sunday, it shall be celebrated on the following Monday.

Section 35.5

Employees who are serving their thirty (30) days worked probationary period are not entitled to holiday pay for holidays falling within such probationary period.

ARTICLE 36 - NEW EQUIPMENT

All conventional equipment purchased will be air-conditioned.

TERMINATION

The Agreement shall be in full force and effect from March 01, 2012, and including February 28, 2015 and shall continue in full force and effect from year to year thereafter unless written notice to modify or terminate is served by either party upon each Local Union amid Quality Carriers, Inc. at least sixty (60) days prior to the date of expiration.

TANK TRUCK AGREEMENT

By and Between

QUALITY CARRIERS INC.

Freeport, TX Terminal

And

LOCAL UNION NO. 988

Affiliated with the
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

RECEIVED
JUL 31 2015
CONTRACT
DEPARTMENT

March 1, 2014 through February 28, 2017

THIS AGREEMENT, made this first day of March 2014, by and between Quality Carriers, Inc., herein after referred to as the "Company" or "Quality Carriers", and the undersigned LOCAL UNION No. 988, AFFILIATED WITH THE International Brotherhood of Teamsters, hereinafter referred to collectively as the "Union".

ARTICLE 1 – SCOPE OF AGREEMENT

Section 1.1 – Operation Covered

The execution of this Agreement on the part of the Company shall cover all Truck and Drivers employed by Quality Carriers, Freeport, TX Terminal who may be presently or hereafter represented by the Union, engaged in the transportation of liquids, P chemicals (liquid or dry), or similar products in bulk.

Section 1.2 – Employees Covered

a. The driver employees shall constitute one bargaining unit.

b. The word "driver" or "employee" as used in this Agreement shall mean the employees of Quality Carriers, Inc. who operate vehicles in the transportation of liquids, chemicals (liquid or dry), or similar products in bulk and who are employed directly by Quality Carriers, Inc. within the jurisdiction of the Union referred to above. This Agreement shall not be applicable to those operations of Quality Carriers, Inc. where the employees are covered by a collective bargaining agreement with a Union not signatory to this Agreement, or to those employees who have not designated a signatory Union as their collective bargaining agent.

c. Whenever any words herein appear in the masculine, they shall be construed as though they appeared in the feminine except where the contract clearly requires otherwise.

Section 1.3 – Transfer of Company Title or Interest

This Agreement and the Supplemental Agreements hereto, hereinafter referred to collectively as "Agreement", shall be binding upon Quality Carriers, Inc. hereto, its successors, administrators, executors and assigns. In the event an entire operation or rights only are sold, leased, transferred or taken over by sale, transfer, lease, 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 the specific provisions of this Agreement, excluding riders or other conditions, shall prevail. It is understood by this Section that Quality Carriers, Inc. hereto shall not use any leasing device to a third party to evade this Agreement. Quality Carriers, Inc. 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 leaser executes a contract or transaction as herein described.

ARTICLE 29 – HEALTH AND WELFARE

Quality Carriers, Inc. agrees to pay a health and welfare contribution in accordance with the Addendum to this Agreement.

ARTICLE 30 – PENSIONS

Quality Carriers, Inc. agrees to pay a pension contribution in accordance with the Addendum to this Agreement.

ARTICLE 31 – JURY DUTY

The Company will make whole any loss in earnings of an employee who has been selected to serve on a petit jury up to eight (8) hours at employee's regular hourly rate of pay, per day.

ARTICLE 32 – FUNERAL LEAVE

Section 32.1 – Allowance

In case of death in the immediate family of an employee, time off will be allowed up to a maximum of three (3) days. The employee involved will be paid eight (8) hours at the hourly rate per day, subject to Section 32.2 herein. Such funeral leave payment of up to eight (8) hours per day shall be for lost work opportunity commencing from the day of death up to and including the day of the funeral. In the event the employee travels in excess of one hundred (100) miles from his home to attend the funeral, the day after the funeral shall count as one (1) of the three (3) funeral leave days.

Section 32.2 – Qualifications

a. No pay allowance shall be granted in the case where, because of distance or for other causes, the employee does not attend the funeral of the deceased.

b. Employees may be required to verify attendance at the funeral.

c. Death in the immediate family shall be limited to the death of a father or stepfather (but not both), mother or stepmother (but not both), father-in-law, mother-in-law, current spouse, sister or brother, son or daughter, step children, and grandparents of the employee.

d. No pay allowance shall be granted when the employee is on leave of absence, vacation, bona fide layoff, holiday, workmen's compensation, o. jury duty.

ADDENDUM

THIS AGREEMENT, made this first day of March 2012, between Quality Carriers, Inc. hereinafter referred to as the "Company" or "Quality Carriers" and Local Union No. 988, hereinafter referred to as the "Union".

ARTICLE 19 – PAID-FOR TIME

Section 19.6 – Layover

All Layovers should be paid in accordance with Section 19.6 of the Master Agreement.

NOTE: All layover time shall be paid at the delay rate.

ARTICLE 20 - WAGES

Section 20.3 – Hourly Rates

A.

Effective Date	03/01/2014	03/01/2015	03/01/2016
Current Rate of Pay	$16.00	$16.25	$16.75

Prior to implementing any mileage pay, the Company and Union will meet to negotiate the mileage pay rate.

Upon ratification of this contract a five hundred dollar ($500.00) signing bonus will be given to each active employee. First year wage increase will be retroactive to March 1, 2014 for active employees. This contract will be effective March 1, 2014 through February 28, 2017.

B. There will be no free time for loading and unloading of any product by any driver.

C. The Company agrees to continue paying motel bills in accordance with past practice.

Section 20.4 – Guarantees

A driver or drivers called out and not put to work will receive four (4) hours' daily guarantee. A driver or drivers called out and put to work will receive eight (8) hours' guarantee. The Company guarantees the driver forty (40) hours per week, as long as he/she is ready and available for work.

Section 20.5 – Pay Period

All employees covered by this Agreement shall be paid weekly. No more than two (2) weeks' pay shall be held on an employee.

Where less than two (2) weeks' pay is now held, Quality Carriers may not increase the amount held until the change has been agreed with the local union involved.

The Local Union, the Area Conference or the Trustees may initiate action for delinquent Health and Welfare and Pension contributions. If the Company is delinquent it must also pay all attorney's fees and costs of collection.

ARTICLE 30 - PENSIONS

Effective March 01, 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. Effective March 01, 2015, the contribution rate shall increase to One Hundred Forty Nine Dollars and Thirty Cents ($149.30) per week. Effective March 01, 2016, the contribution rate shall increase to One Hundred Fifty-five dollars and Thirty Cents ($155.30) per week. The Company agrees to enter into appropriate 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 Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

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

Contributions to the Pension Fund must be made for each week on each regular or extra employee who is not on layoff in accordance with the Quality Carriers Tank Truck Agreement, even though such employee may work only part time under 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. The provisions of this paragraph shall not cover employees who work either temporarily or in cases of emergency under the terms of this Agreement.

The Local Union, the Area Conference or the Trustees may initiate action for delinquent Health and Welfare and Pension contributions. If the Company is delinquent it must also pay all attorney's fees and costs of collection.

NOTE: A copy of this Agreement must be attached to the "Participation Agreement" when submitted by the Local Union.

ARTICLE 35 – HOLIDAYS

Section 35.1

The designated holidays shall be: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day and Christmas Day.

Section 35.2

COLLECTIVE BARGAINING AGREEMENT

COPY

TONAWANDA, NY

THIS AGREEMENT, made by and between QUALITY CARRIERS, INC., Tonawanda, NY herein referred to as the "EMPLOYER" or the "COMPANY" and TRUCK DRIVERS LOCAL UNION NO. 449, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION."

ARTICLE 1
SCOPE OF AGREEMENT

Section 1.1- Recognition

The Employer recognizes the Union as the exclusive collective bargaining agent for all its employees in the truck driver classification employed by the Company at its Tonawanda, NY Terminal.

Section 1.2- Transfer of Company Title or Interest

This Agreement shall be binding upon the parties hereto, theft successors, administrators, executor 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 otter 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 not later than ten (10) days subsequent to the submission to a regulatory agency or if no regulatory agency has jurisdiction then ten (10) days prior to the effective date of same.

ARTICLE 2
UNION SHOP AND DUES

Section 2.1- Union Shop

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, whichever is later, shall remain members in good standing. All present employees who are not members of the Union and all employees who are hired hereafter, during the term of the Union as a condition of employment on and after the 3 1 day following the effective date or date of execution of this Agreement, whichever is later. Any employee who has failed to acquire, or thereafter maintain, membership in the Union as herein provided, shall be terminated seventy-two (72) hours after his Employer has received written notice from an authorized representative of the Local Union, certifying that membership has been and is continuing to be offered to s[illegible]

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CONTRACT

The Employer shall continue to contribute up to four (4) weeks to the health, welfare and pension for employees who are sick or disabled with an off-the-job injury or illness.

The Employer shall continue to contribute up to twelve (12) months health, welfare and pension for employees who are injured on the job.

ARTICLE 16
PENSION

The Employer agrees to contribute a weekly sum to the Central States Southeast and Southwest Areas Pension Fund. For all eligible employees covered by this Agreement and on the payroll of the Employer for 30 days of a pension program to be administered jointly by the Employer and the Union in compliance with all applicable state and federal laws and regulations, such contributions shall be in accordance with the terms of a certain trust agreement executed by the Union and the Employer for the life of this Agreement.

01/01/2014	01/01/2015	01/01/2016
$204.70	$217.00	$225.70

The Employer shall continue to contribute up to four (4) weeks to health, welfare and pension for employees who are sick or disabled with an off-the-job injury or illness.

The Employer shall continue to contribute up to twelve (12) months health, welfare and pension for employees who are injured on the job.

ARTICLE 17
POSTING OF AGREEMENT

A copy of this Agreement shall be posted in a conspicuous place in the garage and terminal.

ARTICLE 18
MANAGEMENT PREROGATIVES

The Employer reserves the full responsibility and authority to operate its business and to direct the working force subject to the terms of this Agreement, and retains all fights except as expressly limited by this Agreement.

ARTICLE 19
JURISDICTIONAL DISPUTES

In the event that any dispute should arise between the Local Union, party to the Agreement, and any other Teamsters Local Union, relating to jurisdiction over employees or operations, covered by this Agreement, the Employer agrees to accept and comply with the decision or settlement of the Unions or Union Tribunals which have the authority to determine such dispute. The parties do not intend by this paragraph to take away the Employer's right to designate the home domicile of these employees.

ARTICLE 24
TERMINATION CLAUSE

THIS AGREEMENT shall be in full force and effect from January 1, 2014 to and including December 31, 2016 and shall continue in full force and effect from year to year thereafter unless written notice of desire to modify or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2014.

QUALITY CARRIERS, INC.
Niagara Falls, NY

BY: Redacted by U.S. Department of the Treasury

TITLE: Labs Rel. Mgr

DATE: 1/14/14

TRUCK DRIVERS LOCAL UNION NO. 449
affiliated with the International Brotherhood of Teamsters

BY Redacted by U.S. Department of the Treasury

TITLE: Secretary Treasurer / P.O.

DATE: 1/20/14.

RECEIVED

JAN 30 2014

CONTRACT DEPARTMENT

651775 0-0504-00509A

TANK HAUL AGREEMENT

BETWEEN

QUALITY CARRIERS, INC.

AND

TEAMSTERS LOCAL UNION NO. 509

FOR THE PERIOD

SEPTEMBER 1, 2012 THRU AUGUST 31, 2015

JAN 0 2 2013

PREAMBLE

Quality Carriers, Inc. hereinafter referred to as the Employer and Local Union No. 509, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the terms and provisions of the following Agreement.

ARTICLE I
SCOPE OF AGREEMENT

Section 1.1 – Operations Covered

The execution of this Agreement on the part of the Employer shall cover all employees of the Employer as may be presently or hereafter represented by the Local Union engaged in the transportation of liquids, chemicals (liquid or dry) or similar products in bulk. This Agreement shall not apply to employees of the Employer engaged in the transportation of bulk cement.

Section 1.2 – Transfer of Company Title or Interest

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation or rights only are 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 and individual run or runs or tights only, 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 not later than ten (10) days subsequent to the submission to a regulatory agency or if no regulatory agency has jurisdiction, then ten (10) days prior to the effective date of same. In the event the employer fails to give the notice herein required and/or failed to require the purchaser, the transferee or lessee to assume the obligations of this Agreement, the Employer shall be liable to the Union and the employees covered for all damages sustained as a result of such failure to give notice of such failure or required assumption of the terms of this Agreement.

Section 1.3 – Single Bargaining Unit

The employees covered under this Agreement shall constitute one bargaining unit.

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

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and the Employers who may subsequently begin to make payments to such Funds, shall continue to make such payments for the life of this Agreement.

If is understood, however, that the Employer may, by mutual agreement with the Local Union, secure equal or better health and welfare benefits for the employees under a private plan at the Employer's expense.

ARTICLE 28
PENSION

Contributions to the Central States, Southeast and Southwest Areas Pension Fund shall be sufficient to provide employees coverage based on the agreed to contribution levels as follows:

Effective 09/02/12	Effective 09/01/13	Effective 08/31/2014
$259.00	$269.40	$280.20

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 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.

ARTICLE 29
TIME SHEETS

The Employer shall require all driver employees to keep a time sheet showing the arrival and departure at terminal and intermediate stops and cause and duration of all delays, time spent loading and unloading1 and same shall be turned in at the end of each trip.

ARTICLE 30
POSTING

Section 30.1 – Posting of Agreement

A copy of this Agreement shall be posted in a conspicuous place in each garage and terminal.

Section 30.2 – Union Bulletin Board

The Employer agrees to provide suitable space for the Union bulletin board in each garage, terminal or place of work. Postings by the Union on such boards are to be confined to official business of the Union.

ARTICLE 31
COST OF LIVING

Cost of Living Adjustment shall be inoperative for the life of this agreement.

ARTICLE 32
SUBCONTRACTING

Section 32.1 – Work Preservation

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the signatory Employer agrees that no operation, work or services of the kind, nature or type covered by, or presently performed or hereafter assigned to the collective bargaining unit by the signatory Employer will be subcontracted, transferred, leased, diverted, assigned or conveyed in full or in part (hereinafter referred to as "divert" or 'subcontract"), by the Employer to any other plant, business, person, or non- unit employees, or to any other mode of operation, unless specifically provided and permitted in this Agreement.

In addition, the signatory Employer agrees that it will not, as hereinafter set forth., subcontract or divert the work presently performed by, or hereafter assigned to, its

COLLECTIVE BARGAINING AGREEMENT

between

QUALITY CARRIERS, INC.

DRIVERS

and

TEAMSTERS CHAUFFEURS & HELPERS LOCAL UNION NO. 43

RECEIVED
OCT 23 2014
CONTRACT DEPARTMENT

DECEMBER 1, 2013 –NOVEMBER 30, 2016

TANK TRUCK AGREEMENT
BETWEEN
QUALITY CARRIERS, INC., AND TEAMSTERS LOCAL UNION NO. 43

ARTICLE 1. SCOPE OF AGREEMENT

Section 1. Operations Covered This Agreement shall all over-the-road and local tank truck operations of **Quality Carriers, Inc.** ("Employer").

Section 2. Employees Covered The employees covered by this Agreement shall include any and all the employees of the Employer employed directly by and/or under the supervision and control of the Employer within the jurisdiction of the Union and who are represented by the Local Union.

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 the Employer decides to sell or transfer its operation, or any part thereof, it will give the Union sixty (60) day written notice of the sale or transfer and of the nature of the transaction. In addition, the Employer will give a prospective purchaser written notice of the existence of this Agreement and of its requirement that the sale or transfer be conditioned upon the buyer's recognition of the Union on their behalf.

In the event the Employer fails to notify the purchaser or transferee of his obligations as set forth immediately above, the Employer shall be liable to the Union and to the covered employees for all losses sustained as a result of the buyer's or transferee's failure to recognize the Union as collective bargaining representative.

ARTICLE 2. UNION SHOP AND DUES

Section 1.

(A) The Employer recognizes and acknowledges Teamsters Local Union No. 43, affiliated with the International Brotherhood of Teamsters ("Union"), as the exclusive representative of all employees covered by the Agreement for the purposes of collective bargaining as provided by the National Labor Relations Act.

(B) All present employees who are members of the Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this subsection or the date of this Agreement, whichever is later. This provision shall be made and become effective as of such time as it may be made and become effective under the

(52) weeks. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

Section 3. Coverage under the group insurance plan or plans shall be provided for all regular full time employees following their probationary period.

Section 4. 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 the 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 Union or the Trustees. An Employer who is delinquent must also pay all attorney's fees and costs of collections.

ARTICLE 27. PENSIONS

Effective **December 1, 2013**, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of **two hundred dollars and eighty cents ($200.80)** per week for each driver covered by this Agreement, who has been on the payroll thirty (30) days or more. Effective **December 1, 2014,** the Employer shall contribute the sum of **two hundred eight dollars and eighty cents ($208.80)** per week for each driver covered by this Agreement, who has been on the payroll thirty (30) days or more. Effective **December 1, 2015,** the Employer shall contribute the sum of **two hundred seventeen dollars and twenty cents ($217.20)** per week for each driver 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 the Employer who is party to this contract is also party.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to pay the required contributions for a period of four (4) weeks. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work-however, such contributions shall not be paid for a period of more than 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 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 contributions may be instituted by either the Union or the Trustees. An Employer who is delinquent must also pay all attorney's fees and costs of collection.

ARTICLE 28. POSTING OF AGREEMENT

A copy of this Agreement shall be posted in a conspicuous place in the terminal.

ARTICLE 29. SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement should be held invalid by operation of the 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 Agreement, or the application of such Article or Section to persons or circumstances other than those as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the Employer or the Union for the purpose of arriving at a mutually satisfactory replacement of such Article or Section 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 30. REOPENING EMERGENCY

In the event of war; declaration of emergency, impositions of mandatory economic controls, the adoption of the National Health Program or any Congressional or Federal agency action which has a significantly adverse effect on the financial structure of the trucking industry, during the life of this Agreement, either party may reopen the same upon sixty (60) days prior written notice and request re-negotiation of the provisions of this Agreement directly affected by such action.

Upon failure of the parties to agree in such negotiations within the subsequent sixty (60) day period, thereafter either party shall be permitted all lawful economic recourse to support its request for revisions. If Governmental approval of revisions should become

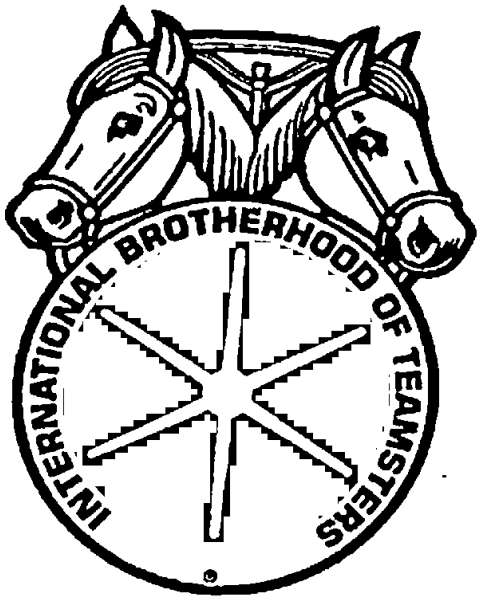
COLLECTIVE BARGAINING AGREEMENT

between

QUALA SYSTEMS INC

and

TEAMSTERS CHAUFFEURS & HELPERS LOCAL UNION NO. 43



12/1/2013 –11/30/2016

RECEIVED
OCT 22 2014
CONTRACT DEPARTMENT

AGREEMENT
BETWEEN
QUALA SYSTEMS INC., AND TEAMSTERS LOCAL UNION NO. 43

ARTICLE 1. SCOPE OF AGREEMENT

Section 1. Operations Covered. This Agreement shall cover Wash Rack Employees and Facility Maintenance operations of Quala Systems Inc.

Section 2. Employees Covered The employees covered by this Agreement shall include any and all the employees of the Employer employed directly by and/or under the supervision and control of the Employer within the jurisdiction of the Union and who are represented by the Local Union.

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 the Employer decides to sell or transfer its operation, or any part thereof, it will give the Union sixty (60) day written notice of the sale or transfer and of the nature of the transaction. In addition, the Employer will give a prospective purchaser written notice of the existence of this Agreement and of its requirement that the sale or transfer be conditioned upon the buyer's recognition of the Union on their behalf.

In the event the Employer fails to notify the purchaser or transferee of his obligations as set forth immediately above, the Employer shall be liable to the Union and to the covered employees for all losses sustained as a result of the buyer's or transferee's failure to recognize the Union as collective bargaining representative.

ARTICLE 2. UNION SHOP AND DUES

Section 1.

(A) The Employer recognizes and acknowledges Teamsters Local Union No. 43, affiliated with the International Brotherhood of Teamsters ("Union"), as the exclusive representative of all employees covered by the Agreement for the purposes of collective bargaining as provided by the National Labor Relations Act.

(B) All present employees who are members of the Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this subsection or the date of this Agreement, whichever is later. This provision shall be made and become effective as of such time as it may be made and become effective under the

pay the required contributions into the Health and Welfare Fund during the period of absence.

Section 3. Coverage under the group insurance plan or plans shall be provided for all regular full time employees following their probationary period.

Section 4. 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 the 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 Union or the Trustees. An Employer who is delinquent must also pay all attorney's fees and costs of collections.

ARTICLE 25. PENSIONS

Effective **December 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 **wash rack employee, warehouse operator and facility maintenance employee** covered by this Agreement, who has been on the payroll thirty (30) days or more. Effective **December 1, 2014**, the Employer shall contribute the sum of **one hundred forty three dollars and ten cents ($143.10)** per week for each **wash rack employee, warehouse operator and facility maintenance employee** covered by this Agreement, who has been on the payroll thirty (30) days or more. Effective **December 1, 2015**, the Employer shall contribute the sum of **one hundred forty eight dollars and eighty cents ($148.80)** per week for each driver 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 the Employer who is party to this contract is also party.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to pay the required contributions for a period of four (4) weeks. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work-however, such contributions shall not be paid for a period of more than 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 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 contributions may be instituted by either the Union or the Trustees. An Employer who is delinquent must also pay all attorney's fees and costs of collection.

ARTICLE 26. POSTING OF AGREEMENT

A copy of this Agreement shall be posted in a conspicuous place in the terminal.

ARTICLE 27. SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement should be held invalid by operation of the 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 Agreement, or the application of such Article or Section to persons or circumstances other than those as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the Employer or the Union for the purpose of arriving at a mutually satisfactory replacement of such Article or Section 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 28. REOPENING EMERGENCY

In the event of war, declaration of emergency, impositions of mandatory economic controls, the adoption of the National Health Program or any Congressional or Federal agency action which has a significantly adverse effect on the financial structure of the trucking industry, during the life of this Agreement, either party may reopen the same upon sixty (60) days prior written notice and request re-negotiation of the provisions of this Agreement directly affected by such action.

COLLECTIVE BARGAINING AGREEMENT

between

QUALITY CARRIERS INC.
SHOP

and

TEAMSTERS CHAUFFEURS & HELPERS
LOCAL UNION NO. 43

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OCT 23 2014
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12/1/2013 –11/30/2016

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AGREEMENT
BETWEEN
QUALITY CARRIERS-SHOP AND TEAMSTERS LOCAL UNION NO. 43

ARTICLE 1. SCOPE OF AGREEMENT

Section 1. **Operations Covered.** This Agreement shall cover **Mechanic positions and Shop operations of Quality Carriers, Inc.**

Section 2. **Employees Covered** The employees covered by this Agreement shall include any and all the employees of the Employer employed directly by and/or under the supervision and control of the Employer within the jurisdiction of the Union and who are represented by the Local Union.

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 the Employer decides to sell or transfer its operation, or any part thereof, it will give the Union sixty (60) day written notice of the sale or transfer and of the nature of the transaction. In addition, the Employer will give a prospective purchaser written notice of the existence of this Agreement and of its requirement that the sale or transfer be conditioned upon the buyer's recognition of the Union on their behalf.

In the event the Employer fails to notify the purchaser or transferee of his obligations as set forth immediately above, the Employer shall be liable to the Union and to the covered employees for all losses sustained as a result of the buyer's or transferee's failure to recognize the Union as collective bargaining representative.

ARTICLE 2. UNION SHOP AND DUES

Section 1.

(A) The Employer recognizes and acknowledges Teamsters Local Union No. 43, affiliated with the International Brotherhood of Teamsters ("Union"), as the exclusive representative of all employees covered by the Agreement for the purposes of collective bargaining as provided by the National Labor Relations Act.

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

Section 3. Coverage under the group insurance plan or plans shall be provided for all regular full time employees following their probationary period.

Section 4. 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 the 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 Union or the Trustees. An Employer who is delinquent must also pay all attorney's fees and costs of collections.

ARTICLE 25. PENSIONS

Effective **December 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 **shop employee** covered by this Agreement, who has been on the payroll thirty (30) days or more. Effective **December 1, 2014**, the Employer shall contribute the sum of **one hundred forty three dollars and ten cents ($143.10)** per week for each **shop employee** covered by this Agreement, who has been on the payroll thirty (30) days or more. Effective **December 1, 2015**, the Employer shall contribute the sum of **one hundred forty eight dollars and eighty cents ($148.80)** per week for each driver 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 the Employer who is party to this contract is also party.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to pay the required contributions for a period of four (4) weeks. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work-however, such contributions shall not be paid for a period of more than 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 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 contributions may be instituted by either the Union or the Trustees. An Employer who is delinquent must also pay all attorney's fees and costs of collection.

ARTICLE 26. POSTING OF AGREEMENT

A copy of this Agreement shall be posted in a conspicuous place in the terminal.

ARTICLE 27. SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement should be held invalid by operation of the 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 Agreement, or the application of such Article or Section to persons or circumstances other than those as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the Employer or the Union for the purpose of arriving at a mutually satisfactory replacement of such Article or Section 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 28. REOPENING EMERGENCY

In the event of war, declaration of emergency, impositions of mandatory economic controls, the adoption of the National Health Program or any Congressional or Federal agency action which has a significantly adverse effect on the financial structure of the trucking industry, during the life of this Agreement, either party may reopen the same upon sixty (60) days prior written notice and request re-negotiation of the provisions of this Agreement directly affected by such action.

Upon failure of the parties to agree in such negotiations within the subsequent sixty (60) day period, thereafter either party shall be permitted all lawful economic recourse to support its request for revisions. If Governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

QUALITY CARRIERS, INC.
AND
TEAMSTERS LOCAL UNION 413

DELAWARE, OH

Duration
September 25, 2013 through September 30, 2016

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DEPARTMENT

3TANK TRUCK AGREEMENT

BETWEEN

QUALITY CARRIERS, INC.
AND
TEAMSTERS LOCAL UNION NO. 413

EFFECTIVE 09/25/13 THRU 09/30/16

ARTICLE 1 *SCOPE OF AGREEMENT*

Section 1.1 *Operations Covered*

This Agreement shall cover all Over-The-Road and Local Tank Truck Operations of Quality Carriers, Inc. ("Employer") within, into, and out of the jurisdiction of Teamsters Local No. 413 ("Union").

Section 1.2 *Employees Covered*

The employees covered by this Agreement shall include any and all employees of the Employer employed directly by and/or under the supervision and control of the Employer within the jurisdiction of the Union and who are represented by the Local Union.

Section 1.3 *Transfer of Company Title or Interest*

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the Employer decides to sell or transfer its operation, or part thereof, it will give the Union sixty (60) day written notice of the sale or transfer and of the nature of the transaction. In addition, the Employer will give a prospective purchaser written notice of the existence of this Agreement and of its requirement that the sale or transfer be conditioned upon the buyer's recognition of the Union on their behalf.

In the event the Employer fails to notify the purchaser or transferee of his obligations as set forth immediately above, the Employer shall be liable to the Union and the covered employees for all losses sustained as a result of the buyer's or transferee's failure to recognize the Union as collective bargaining representative.

ARTICLE 28 PENSION

The Employer shall contribute to 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 contribution:

Effective Date	Weekly Rate
9/25/2013	$ 200.80
10/1/14	$ 208.80
10/1/15	$ 217.20

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

ARTICLE 29 Jury Duty

All regular employees call for jury duty will receive the difference between eight (8) hours pay at the applicable hourly wage and the actual payment received for jury duty service for each day of jury duty to a maximum of five (5) days pay.

When an employee reports for jury duty on a scheduled work day they must report back to work if released within the first 4 hours. Failure to report back to work will cancel any pay the employee would have received for the day.

The employee must present proof of jury duty and time of release to the employer including jury duty pay amounts. The Company will pay the employee for the jury duty as soon as is practicable.

Jury duty pay does not apply to jury duty served when an employee is not actively able to work or is on layoff.

Employees shall notify the Employer upon receipt of jury duty notice. Failure to so notify the Employer will result in a disqualification for jury duty pay.

ARTICLE 30 SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement should be held invalid by operation of the 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 Agreement or the application of such Article or Section to persons or

ARTICLES OF AGREEMENT

QUICKWAY RIGGING & TRANSFER, INC.

AND

TEAMSTERS LOCAL UNION NO. 120

AFFILIATED WITH

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

EFFECTIVE

APRIL 1, 2013 thru MARCH 31, 2018

RECEIVED
JUL 15 2013
CONTRACT
DEPARTMENT

ARTICLES OF AGREEMENT

The undersigned, **QUICKWAY RIGGING AND TRANSFER, INC.**, a Minnesota corporation (hereinafter referred to as the "Employer") and **TEAMSTERS LOCAL UNION NO. 120, affiliated with the International Brotherhood of Teamsters** (hereinafter referred to as the "Union" or "Local 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.

Section 7. DRIVE AUTHORIZATION AND DEDUCTION
The Employer agrees to deduct from the paycheck of all employees covered by this

ARTICLE 14
PENSION PLAN

The Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund ("Pension Fund") for each eligible employee, per week, the following contribution amounts:

Effective 4/1/2013	Effective 4/1/2014	Effective 4/1/2015	Effective 4/1/2016	Effective 4/1/2017
$258.50	$274.00	$290.40	$302.00	$314.10

All increases will be retroactive to March 31, 2013.

The Employer shall make such contributions to the Pension Fund (I) on behalf of regular employees in accordance with Article 3, Section 3; and (ii) on behalf of casual employees once they have worked 1,000 or more hours in any twelve (12) month period.

It is agreed that in the event an Employer is delinquent at the end of a period in the payment of its 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 the Area Conference, after the proper official of the Local Union shall have given a 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 therefrom.

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 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 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 15
EXAMINATION AND IDENTIFICATION FEES

Section 1. Physical, mental or other examinations or training required by a government body or the Employer shall be promptly complied with by all employees; provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or

AG' MENT

effective

October 1, 2014 through September 30, 2017

between

R.A.M. Produce Distributors, LLC

and

TEAMSTERS LOCAL 337

RECEIVED
DEC 22 2014
CONTRACT
DEPARTMENT

The International Brotherhood of Teamsters

INTRODUCTION

THIS AGREEMENT, signed this day 19th of December, **2014** and effective the date of **October 1, 2014**, by and between:

R A M PRODUCE DISTRIBUTORS, LLC
340 S. OAKWOOD, DETROIT, MI 48217

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 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 Local Union on the effective date of this Section shall remain members of the Local Union in good

ARTICLE XVI
HEALTH AND WELFARE AND PENSION

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund, for each employee covered by this Agreement who is on the regular seniority list, unless otherwise specified in Schedule "A" attached, a contribution for the Key 1b plan:

$ 386.85 per week	Effective as of 10/01/14
$ 320.15 per week	Effective as of 11/16/14
$ 329.35 per week	Effective as of 03/29/15
$ 341.60 per week	Effective as of 04/03/16
$ 358.35 per week	Effective as of 04/02/17

For current probationary employees and new hires, the contribution for the Key 3a Plan:

$ 282.35 per week	Effective as of 10/01/14
$ 264.55 per week	Effective as of 11/16/14
$ 277.70 per week	Effective as of 03/29/15
$ 285.20 per week	Effective as of 04/03/16
$309.55 per week	Effective as of 04/02/17

Effective with the paychecks received October 16, 2009, the employees will contribute three (3) hours of pay per week. Employee contribution payments to the Company for health care will be through weekly payroll deduction.

Provided, further, that the Union agrees that if any of the listed contribution rates are reduced in their amount, the Company will have the full benefit of paying the reduced amount. The Union also agrees that it will cooperate with the Company and take those actions necessary, including the signing of new and/or revised Participation Agreements, in order for the Company to have the full benefit of the reduced contribution rate(s).

All payments into the Welfare Fund must be made within fifteen (15) days from the end of each calendar month to CHASE which has been made depository for the Michigan Conference of Teamsters Welfare Fund.

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

$ 280.20 per week	Effective as of 10-01-14
$ 291.40 per week	Effective as of 10-01-15
$ 303.10 per week	Effective as of 10-01-16

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 to:

Mellon Bank, Central States Funds, Dept. 10291, Palatine IL 60055–0291

Contributions to the Health and Welfare Fund and to the Pension Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this Contract, including paid vacations and weeks where work is performed for the Employer but not under provisions of this Contract, and although contributions may be made for those weeks into some other Health & Welfare Fund and/or Pension Fund.

Employees who work either temporarily or in cases of emergency under the terms of this Contract will not be covered by the provisions of this Article.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer will continue to make the required contributions to the Health and Welfare Fund and Pension Fund for a period of four (4) weeks. If an employee is injured on the job, the Employer will continue to pay the required contributions until such employee returns to work; however, such contribution will not be paid for a period of more than 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 an "owner-operators" arrangement, there will be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare and Pension Fund, regardless of whether the manner of computation is at the minimum rate or more and regardless of the manner of computation of owner-driver compensation.

Notwithstanding anything herein contained, it is agreed that in the event any employer is delinquent at the end of a monthly period in the payment of his contribution to the Health and Welfare and/or Pension Funds, in accordance with the rules and regulations of the Trustees of such Funds and after the proper official of the Local Union will have given 72 hours' notice to the Employer of such delinquency in the Health and Welfare and Pension Fund payments, the Union will have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer will be responsible to the employees for losses resulting therefrom.

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

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

ARTICLE XVII
PAID FOR TIME

All employees covered by this Agreement will be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement will be minimums, except that 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 will be computed from the time that the employee is ordered to report for work and registers in, until the time that he is effectively released from duty. All time lost due to delays as a result of overloads or certificated violations involving federal, state, or city regulations, which occur through no fault of the driver, will be paid. Such payment for driver's time when not driving will be at the hourly rate.

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

ADDENDUM TO THE
NATIONAL MASTER AUTOMOBILE TRANSPORTERS AGREEMENT &
CENTRAL AND SOUTHERN AREAS SUPPLEMENTAL AGREEMENT

BETWEEN TEAMSTERS LOCAL 89
AND
R.C.S. MECHANICAL L.L.C.
THROUGH AUGUST 31, 2015

The following classification shall be covered by this agreement Mechanic-Maintenance.

All work previously or presently being done by this bargaining unit will be protected by this agreement and cannot be subcontracted or performed by any member of management.

The scheduled work week will be forty (40) hours guaranteed Monday – Friday, Saturday is paid at time and one-half, Sundays and Holidays are paid at double time (2). Shift start times will be as are currently being worked. If the company acquires more work which requires hiring new employees and working nights and weekends the Company and Union will negotiate a flex work week to accommodate operational necessities, for the newly hired employees.

Holidays

Holidays – New Year's Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day and one additional personal holiday above and beyond the N.M.A.T.A.

Wages

Mechanics	$15.25 effective 6-1-13 $15.50 effective 6-1-14	Mechanic Helper	$13.25 effective 6-1-13 $13.50 effective 6-1-14

Beginning 6-1-13 employees will be paid an additional 10 cents per hour on weeks where they are able to bill 40 hours work to Norfolk-Southern, making their hourly wage $15.35.

Beginning 6-1-14 employees will be paid and additional 15 cents per hour on weeks where they are able to bill 40 hours work to Norfolk-Southern, making their hourly wage $15.75.

Each mechanic will receive $500.00 on December 3, 2012 as a one time lump sum pay increase, $500 will be the total amount regardless of taxes.

Payday is defined as Friday after completion of the employees scheduled shift. The company will offer direct deposit to the employees that choose to participate.

On the 3rd pay period of December the company will provide $75.00 to each employee as a clothing and rain gear allowance with no tax deducted.

Vacation pay will be paid in the pay period following the employee's anniversary date. Upon an employee's written request the company will pay vacation pay quarterly. Employees requesting 3

month payments may submit a written request two (2) weeks prior to the three (3) month date shall receive such payments on the third (3) pay week following the 3 month anniversary. Vacation pay accrues to each employees three (3) month anniversary date or each employees twelve (12) month anniversary date. The vacation increments will be in accordance with Article 51 of the Central Southern Supplement.

Employees will be allowed to take forty (40) hours of their vacation one (1) day at a time with a 24 hour notice given to the company. Any odd hours will be rounded up to allow for a full shift off.

Sick days will be in accordance with Article 10 Section 5 of the N.M.A.T.A. beginning June 1, 2007.

The company will provide each employee with a Health and Welfare Plan. This plan will be the same as the plan which covers yard employees. The employer will pay all premiums for the employees and dependants.

The Company will provide each employee with Central States Pension Plan 16 beginning December 7, 2006.

Employees shall be given two (2) paid fifteen (15) minute breaks per eight (8) hour shift and a thirty (30) minute unpaid lunch break.

Mechanics tool allowance for hand tools shall be paid in accordance with Article 73 Section II of the Central Southern Supplement and shall be $800.00 effective November 1, 2009.

The Company shall provide uniforms, pants and tee shirts in the summer and 1 pair of insulated coveralls per year beginning October 1, 2007.

Employees must call in an absence prior to start of their shift otherwise they will be subject to discipline under Article 40 Section 2 (b).

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DEC 12 [illegible]

CENTRAL AUTOMOBILE TRANSPORTING JOINT ARBITRATION COMMITTEE
[illegible] CROOKS ROAD, SUITE [illegible]
TROY, MICHIGAN [illegible]
([illegible]) [illegible]-[illegible]

MINUTES OF THE CASES HEARD

TUESDAY, WEDNESDAY AND THURSDAY
DECEMBER [illegible], [illegible] AND [illegible], [illegible]

SMITHSONIAN INTERNATIONAL AIRPORT
[illegible] MIDDLEBELT ROAD
ROMULUS, MICHIGAN [illegible]
([illegible]) [illegible]-[illegible]

[illegible] TRANSPORTATION AND LOCAL UNION NO. [illegible] (LOCAL [illegible])

[illegible] Joint request of the parties for approval of agreed to local order.

DECISION: Based upon the joint request of the parties, the addendum to the NMATA and Central Southern Supplement between [illegible] Transportation and Local Union [illegible] Mechanical LLC through August [illegible] signed by the Union November [illegible], 2012 is approved.

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ADDENDUM TO THE
NATIONAL MASTER AUTOMOBILE TRANSPORTERS AGREEMENT
& THE CENTRAL AND SOUTHERN AREAS SUPPLEMENTAL AGREEEMENT

BETWEEN

TEAMSTERS LOCAL UNION #89
AND
RCS TRANSPORTATION

FOR THE PERIOD OF JUNE 1 2011 THROUGH AUGUST 31, 2015

Article 1.

SENIORITY & CLASSIFICATIONS

Section 1.

Seniority is defined as the length of continuous service from the last date of hire. However, no seniority shall be recognized until completion of the probationary period. Consistent with and subject to each specific Article of this Agreement, seniority shall be the deciding factor, all qualifications being equal, in such matters of layoff & recall, bidding of new and vacant jobs, and vacations.

Section 2.

The Company will maintain an up to date seniority list and shall furnish the steward and Local Union a copy every (30) thirty days.

Section 3.

Employees shall lose their seniority and their employment shall be terminated for the following reasons:

(a) If an employee voluntarily quits.

(b) If an employee is discharged and the discharge is not reversed through the grievance procedure.

(c) If any employee is absent from work for a period of (72) seventy two hours, (3) three days without notifying the Company (where such notification was not impossible), such termination will be deemed a voluntary quit.

(d) If any employee is retired from RCS Transportation.

(e) If an employee is on layoff, leave of absence, or any other period when the employee is not actively at work, for a period of (7) seven years or more.

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Article 17.

AGREEMENT

This Local Rider is between Teamsters Local 89 located at 3813 Taylor Boulevard, Louisville, Kentucky 40215 and RCS Transportation located at 885 Isaac Shelby Drive Extension, Shelbyville, Kentucky 40065. It is hereby acknowledged by the parties to this Agreement that RCS Transportation is engaged in Switching/Spotting, Rail Loading/Unloading and Shagging/Scanning at the above mentioned location within the jurisdiction of Teamsters Local #89. This Local Rider expires 08-31-2015.

This Switching/Spotting, Rail Loading/Unloading and Shagging/Scanning Local Rider is Attached to and made a part of the contract between the Company and the Union, under the provisions and conditions of Article 2, Section 8 of the National Master Automobile Transporters Agreement and Central and Southern Areas Supplemental Agreements except language herein specifies different in conjunction with the Addendum to the National Master Automobile Transporters Agreement and Central and Southern Areas Supplemental Agreeme[redacted]nd RCS Transportation

[redacted]

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2/27/2012
Date

RCS Transportation Date

Redacted by U.S. Department of the Treasury

[redacted]

2-24-12
Date

2-24-12
Date

2-24-2012
Date

2-24-2012
Date

2-24-2012
Date

2/24/2012
Date

CENTRAL AUTOMOBILE TRANSPORTERS JOINT ARBITRATION COMMITTEE
2555 CROOKS ROAD, SUITE 200
TROY, MICHIGAN 48084
(248) 643-7900

MAR 16 RECD

MINUTES OF THE CASES HEARD

TUESDAY, WEDNESDAY AND THURSDAY
MARCH 13, 14 AND 15, 2012

AT THE
SHERATON DETROIT METRO AIRPORT
8000 MERRIMAN ROAD
ROMULUS, MICHIGAN 48174
(734) 729-2600

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R.C.S. TRANSPORTATION AND LOCAL UNION 89 (LOUISVILLE)

57. Re: Joint request of the parties for approval of an agreed to local rider.

DECISION: Based upon the joint request of the parties the local rider between Local 89 and RCS Transportation Shelbyville yard for the period June 1, 2011 through August 31, 2015 is approved.

AGREEMENT

RGS HAULING, INC.

2013 - 2018

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AGREEMENT

RGS HAULING, INC.

THIS AGREEMENT, MADE AND ENTERED INTO AS OF THE 15TH DAY OF MARCH, 2013 BY AND BETWEEN RGS HAULING, INC. 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 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 EMPLOYERS IN THE BARGAINING UNIT COVERED HEREBY UNLESS IT BE THROUGH DULY AUTHORIZED REPRESENTATIVES OF THE UNION.

SECTION 3. THE EMPLOYER AGREES THAT IT WILL NOT SPONSOR OR PROMOTE, FINANCIALLY OR OTHERWISE, ANY LABOR GROUP, OR LABOR ORGANIZATION FOR THE PURPOSE OF UNDERMINING THE UNION; NOR WILL IT INTERFERE WITH, RESTRAIN, COERCE, OR DISCRIMINATE AGAINST ANY OF ITS EMPLOYEES IN CONNECTION WITH THEIR MEMBERSHIP IN THE UNION.

SECTION 4. THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES, THEIR SUCCESSORS, ADMINISTRATORS, EXECUTORS AND ASSIGNS.

ARTICLE II - REPRESENTATION

SECTION 1. THE UNION SHALL HAVE ONE OF THE EMPLOYEES AS SHOP STEWARD ON EACH SHIFT. HE SHALL NOT HAVE AUTHORITY TO CALL ANY STRIKE OR WORK STOPPAGES. THE STEWARD SHALL BE THE FIRST MAN PUT TO WORK AND THE LAST MAN LAID OFF IN CONFORMITY WITH THE ARBITRATION AWARD DATED MARCH 16, 1956. THE UNION SHALL NOTIFY THE EMPLOYERS IN WRITING AS TO WHO THE UNION SHOP STEWARD IS.

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:

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 TO 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 XVII - 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 XVIII - 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 XIX - PENSION

EFFECTIVE MARCH 14,2013 THE EMPLOYER SHALL PAY A CONTRIBUTION OF FIFTY-TWO DOLLARS AND NINETY CENTS ($52.90) PER DAY WORKED OR COMPENSATED TO A MAXIMUM OF TWO HUNDRED SIXTY-FOUR DOLLARS AND FIFTY CENTS ($264.50) PER WEEK FOR EACH REGULAR EMPLOYEE COVERED BY THIS AGREEMENT WHO HAS BEEN ON THE PAYROLL THIRTY (30) DAYS OR MORE. FOR EACH DAY R.G.S. HAULING, INC. MAKES A CONTRIBUTION TO THE PENSION FUND

FOR AN EMPLOYEE, A PAYROLL DEDUCTION OF $9.45 WILL BE MADE FROM THAT EMPLOYEE'S PAYCHECK.

EFFECTIVE MARCH 14,2014 THE EMPLOYER SHALL PAY A CONTRIBUTION OF FIFTY-FIVE DOLLARS AND NO CENTS ($55.00) PER DAY WORKED OR COMPENSATED TO A MAXIUM OF TWO HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS ($275.00) PER WEEK FOR EACH REGULAR EMPLOYEE COVERED BY THIS AGREEMENT WHO HAS BEEN ON THE PAYROLL THIRTY (30) DAYS OR MORE. FOR EACH DAY R.G.S. HAULING, INC. MAKES A CONTRIBUTION TO THE PENSION FUND FOR AN EMPLOYEE, A PAYROLL DEDUCTION OF $10.50 WILL BE MADE FROM THAT EMPLOYEE'S PAYCHECK.

EFFECTIVE MARCH 14,2015 THE EMPLOYER SHALL PAY A CONTRIBUTION OF FIFTY-SEVEN DOLLARS AND TWENTY CENTS ($57.20) PER DAY WORKED OR COMPENSATED TO A MAXIUM OF TWO HUNDRED EIGHTY-SIX DOLLARS AND NO CENTS ($286.00) PER WEEK FOR EACH REGULAR EMPLOYEE COVERED BY THIS AGREEMENT WHO HAS BEEN ON THE PAYROLL THIRTY (30) DAYS OR MORE. FOR EACH DAY R.G.S. HAULING, INC. MAKES A CONTRIBUTION TO THE PENSION FUND FOR AN EMPLOYEE, A PAYROLL DEDUCTION OF $11.60 WILL BE MADE FROM THAT EMPLOYEE'S PAYCHECK.

EFFECTIVE MARCH 14,2016 THE EMPLOYER SHALL PAY A CONTRIBUTION OF FIFTY-NINE DOLLARS AND FIFTY CENTS ($59.50) PER DAY WORKED OR COMPENSATED TO A MAXIUM OF TWO HUNDRED NINETY-SEVEN DOLLARS AND FIFTY CENTS ($297.50) PER WEEK FOR EACH REGULAR EMPLOYEE COVERED BY THIS AGREEMENT WHO HAS BEEN ON THE PAYROLL THIRTY (30) DAYS OR MORE. FOR EACH DAY R.G.S. HAULING, INC. MAKES A CONTRIBUTION TO THE PENSION FUND FOR AN EMPLOYEE, A PAYROLL DEDUCTION OF $12.75 WILL BE MADE FROM THAT EMPLOYEE'S PAYCHECK.

EFFECTIVE MARCH 14,2017 THE EMPLOYER SHALL PAY A CONTRIBUTION OF SIXTY-ONE DOLLARS AND NINETY CENTS ($61.90) PER DAY WORKED OR COMPENSATED TO A MAXIUM OF THREE HUNDRED NINE DOLLARS AND FIFTY CENTS ($309.50) PER WEEK FOR EACH REGULAR EMPLOYEE COVERED BY THIS AGREEMENT WHO HAS BEEN ON THE PAYROLL THIRTY (30) DAYS OR MORE. FOR EACH DAY R.G.S. HAULING, IN . MAKES A CONTRIBUTION TO THE PENSION FUND FOR AN EMPLOYEE, A PAYROLL DEDUCTION OF $13.95 WILL BE MADE FROM THAT EMPLOYEE'S PAYCHECK.

IF THE CENTRAL STATES PENSION FUND ADOPTS AN HOURLY CONTRIBUTION RATE DURING THE TERM OF THIS CONTRACT, THE UNION HAS THE OPTION OF CHANGING THE CONTRIBUTION RATE TO AN HOURLY RATE.

THIS FUND SHALL BE THE CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. THERE SHALL BE NO OTHER PENSION FUND UNDER THIS CONTRACT FOR OPERATIONS UNDER THIS CONTRACT OR FOR OPERATIONS UNDER THE SOUTHEAST AND SOUTHWEST AREAS CONTRACT TO WHICH EMPLOYERS WHO ARE PARTY TO THIS CONTRACT ARE ALSO PARTIES.

THIS CONTRIBUTION SHALL BE MADE ON ALL EMPLOYEES RECEIVING ANY COMPENSATION FOR ANY WEEK, EXCEPT WHERE THE ONLY COMPENSATION RECEIVED BY AN EMPLOYEE IS HOLIDAY PAY.

IF ANY EMPLOYEE IS ABSENT BECAUSE OF ILLNESS OR OFF-THE-JOB INJURY AND NOTIFIES THE EMPLOYER OF SUCH ABSENCE, THE EMPLOYER SHALL CONTINUE TO MAKE THE REQUIRED CONTRIBUTIONS FOR A PERIOD OF FOUR (4) WEEKS. IF AN EMPLOYEE IS INJURED ON THE JOB, THE EMPLOYER SHALL CONTINUE TO PAY THE REQUIRED CONTRIBUTIONS UNTIL SUCH EMPLOYEE RETURNS TO WORK; HOWEVER, SUCH CONTRIBUTIONS SHALL NOT BE PAID FOR A PERIOD OF MORE THAN SIX (6) MONTHS. IF AN EMPLOYEE IS GRANTED A LEAVE OF ABSENCE, THE EMPLOYER SHALL COLLECT FROM SAID EMPLOYEE, PRIOR TO THE LEAVE OF ABSENCE BEING EFFECTIVE SUFFICIENT MONEYS TO PAY THE REQUIRED CONTRIBUTIONS INTO THE PENSION FUND DURING THE PERIOD OF ABSENCE.

IN THE EVENT ANY EMPLOYER IS DELINQUENT IN PAYMENT OF HIS CONTRIBUTIONS TO THE PENSION FUND, THE MATTER SHALL BE REFERRED TO THE UNION PRESIDENT, OR HIS DESIGNATED REPRESENTATIVE, REPRESENTING THE UNION AND AN OFFICER OF THE COMPANY, OR HIS DESIGNATED REPRESENTATIVE.

AN ATTEMPT SHALL BE MADE TO ADJUST THE MATTER WITHIN TWO (2) WEEKS AFTER THE UNION REPRESENTATIVE HAS ADVISED THE COMPANY REPRESENTATIVE SUCH A DELINQUENCY EXISTS.

IN THE EVENT THE TWO REPRESENTATIVES CANNOT CORRECT THE DELINQUENCY TO THEIR MUTUAL SATISFACTION WITHIN THE STATED TWO (2) WEEK PERIOD, THE UNION SHALL BE FREE TO TAKE SUCH ACTION AS IT DEEMS NECESSARY UNTIL SUCH DELINQUENCY PAYMENTS ARE MADE, AND IT IS FURTHERAGREED THAT IN THE EVENT SUCH ACTION IS TAKEN, THE EMPLOYER SHALL BE RESPONSIBLE TO HIS EMPLOYEES FOR LOSSES RESULTING THERE FROM.

ARTICLE XXIII - TERMINATION OF AGREEMENT

THIS AGREEMENT SHALL BE IN FULL FORCE AND EFFECT FOR THE PERIOD FROM MARCH 15, 2013 THROUGH MARCH 14, 2018. SIXTY (60) DAYS WRITTEN NOTICE PRIOR TO SAID EXPIRATION DATE SHALL BE GIVEN BY EITHER PARTY TO THE OTHER OF ANY DESIRE TO CANCEL OR AMEND THIS AGREEMENT. IN THE ABSENCE OF SUCH NOTICE, THIS AGREEMENT SHALL BE AUTOMATICALLY RENEWED FOR THE PERIOD OF AN ADDITIONAL YEAR.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED ON THE DATE NOTED IN THE PREAMBLE.

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CONSTRUCTION, BUILDING MATERIAL, ICE AND COAL, LAUNDRY AND DRY CLEANING, MEAT AND FOOD PRODUCTS DRIVERS, HELPERS, WAREHOUSEMEN, YARDMEN, LOCAL UNION NO. 682, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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NEGOTIATING COMMITTEE:

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PREAMBLE

This contract shall cover commodities hauled in intra or interstate commerce, and the specific terms of this Agreement shall be binding on the parties hereto and all employees covered in the bargaining unit as hereinafter set forth.

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of **March, 2014,** by and between **R.T.I. TRANSPORT** located at 5635 Clay Avenue, S.W., Grand Rapids, Michigan, party of the first part and hereinafter termed the "Employer," and **GENERAL TEAMSTERS LOCAL UNION NO. 406,** an affiliate of the International Brotherhood of Teamsters. located at 3315 Eastern Avenue, S.E., Grand Rapids, Michigan, party of the second part and hereinafter termed the "Union."

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

WITNESSETH:

ARTICLE 1

RECOGNITION, UNION SHOP, DUES, AND PROBATIONARY EMPLOYEES

Section 1. - Union Recognition. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in Schedule "A" (i.e., truck drivers).

Section 2. - Union Membership. 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 latter, 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 Section or the date of execution of this Agreement, whichever is the latter.

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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 insurance plan 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 insurance plan 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 even, any Employer is delinquent at the end of a monthly period in the payment of his contributions to the insurance plan 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 plan 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 insurance plan 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 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.

Contributions shall be made for any regular employee on layoff who has worked one (1) day in any week for any reason.

There shall be no deduction for health and welfare payments unless a claim for deductions is upheld by the application of the grievance procedure.

Section 2.
AFLAC Insurance will be made available via payroll deduction. In the event an employee elects to purchase AFLAC Insurance, the cost shall be fully borne by the employee.

ARTICLE 24
PENSION PLAN

Section 1. – Central States, Southeast and Southwest Areas Pension Fund Plan. The Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more a contribution rate of:

Effective March 1, 2014 . . . . . $143.10
Effective March 1, 2015 . . . . . $148.80
Effective March 1, 2016 . . . . . $154.80

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 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 employee.

Contributions shall be made for any regular employee on layoff who has worked one (1) day in any week for any reason. 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. There shall be no deduction for pension payments unless a claim for deduction is upheld by the application of the grievance procedure.

Section 2. - Teamsters National 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 purposes of collective bargaining under this Agreement.

The Employer will make or cause to be made payroll deductions from participating employees' wages, in accordance with each employee's salary deferral election subject to compliance with ERISA and the relevant tax code provisions. The Employer will forward withheld sum to State Street Bank or its successor at such time, in such form and manner as required pursuant to the Plan and Declaration of Trust (the "Trust").

The Employer will execute a Participation Agreement with General Teamsters Union, Local No. 406 and the Trustees of the Plan evidencing employer participation in the Plan effective prior to any employee deferral being received by the Plan.

determination as to its validity, the remainder of this contract and of any provisions thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or 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 this Agreement to the contrary.

ARTICLE 28
MILITARY SERVICE

Any employee entering the military service of the United States shall be re-employed with full seniority and other rights in accordance with the provisions of the Universal Training Service Act of 1951 and amendments thereto.

The Employer shall pay the insurance contributions on employees on leave of absence for training in the military reserves or National Guard, but not to exceed fourteen (14) days, provided such absence affects his credits or coverage for insurance benefits.

ARTICLE 29
TERMINATION OF AGREEMENT

Section 1. - Effective date. This Agreement shall be in full force and effect from **March 1, 2014** up to and including **February 28, 2017,** and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Section 2. - Cancellation. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to **February 28, 2017** or February 28th of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement.

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

Section 4. - Emergency War Clause. In the event of war, declaration of emergency or imposition of civilian controls during the life of this Agreement, either party may reopen the same upon sixty (60) days' written notice and request renegotiations of matters dealing with wages and hours. Upon failure of the parties to agree in such negotiations, either party shall be permitted all lawful economic recourse to support their request for revision. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirement of applicable law, so as to permit economic action at the expiration thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 2nd day of Oct, 2014.

FOR THE COMPANY

R.T.I. TRANSPORT

[redacted]

(title)

FOR THE UNION

GENERAL TEAMSTERS LOCAL UNION NO. 406, affiliated with the [redacted]

(title)

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CONTRACT DEPARTMENT

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effective

April 1, 2012 through March 31, 2016

between

RADIO DISTRIBUTING COMPANY

and

TEAMSTERS LOCAL 337

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CONTRACT DEPARTMENT

The International Brotherhood of Teamsters

INTRODUCTION

THIS AGREEMENT, signed _____, 2012
and effective the date of **April 1, 2012** by and between

RADIO DISTRIBUTING COMPANY
27015 Trolley Drive, Taylor MI 48180

party of the first part (the Employer) and Teamsters Local 337, affiliated with the International Brotherhood of Teamsters, located at 2801 Trumbull Avenue, Detroit, Michigan 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 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.

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Section 3. Part-time or casual employees will not be used to deprive regular full-time employees of overtime or other opportunities for additional earnings.

Section 4. The Employer and the Union agree not to discriminate against any individual with respect to his hiring, compensation, terms or conditions of employment because of such individuals race, color, religion, sex, or national origin, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of his race, color, religion, sex, or national origin.

ARTICLE XVI
HEALTH AND WELFARE AND PENSION

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund, for each employee covered by this Agreement who is on the regular seniority list, unless otherwise specified in Schedule "A" attached, a contribution for the Key 1 Plan of:

$329.50	per week	Effective as of 04-01-12
$358.65	per week	Effective as of 04-01-13
$385.00	per week	Effective as of 04-01-14
$405.90	per week	Effective as of 04-01-15

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:

Year 1	Year 2	Year 3	Year 4
$124.80	$132.30	$140.20	$148.60

Contributions to the pension plan for newly hired employees will begin on the thirty-first (31st) day of employment.

All payments into the **Central States, Southeast and Southwest Areas Pension Fund** must be made within 15 days from the end of each calendar month to:

Mellon Bank, Central States Funds, Dept. 10291, Palatine IL 60055-0291.

Contributions to the Health and Welfare Fund and to the Pension Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this Contract, including paid vacations and weeks where work is performed for the Employer but not under provisions of this Contract, and although contributions may be made for those weeks into some other Health & Welfare Fund and/or Pension Fund.

Covered employees will contribute to their Health & Welfare and Pension in the following manner:

Year 1	Year 2	Year 3	Year 4
10%	11%	12%	13%

Employees who work either temporarily or in cases of emergency under the terms of this contract will not be covered by the provisions of this article.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer will continue to make the required contributions to the Health and Welfare Fund and Pension Fund for a period of four (4) weeks. If an employee is injured on the job, the Employer will continue to pay the required contributions until such employee returns to work; however, such contribution will not be paid for a period of more than 12 months.

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

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

Notwithstanding anything herein contained, it is agreed that in the event any employer is delinquent at the end of a monthly period in the payment of his contribution to the Health and Welfare and/or Pension Funds, in accordance with the rules and regulations of the Trustees of such Funds and after the proper official of the Local Union will have given 72 hours' notice to the Employer of such delinquency in the Health and Welfare and Pension Fund payments, the Union will have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer will be responsible to the employees for losses resulting.

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 where not already

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MASTER RAIL-TRUCK AGREEMENT

FOR THE

LOCAL UNIONS SIGNATORY TO THE AGREEMENT, SUPPLEMENTS & RIDERS THERETO COVERING

ROAD, CITY, GARAGE, CLERICAL AND INTERMODAL YARD EMPLOYEES

FOR THE PERIOD OF

APRIL 1, 2013 THROUGH MARCH 31, 2017

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MASTER RAIL-TRUCK AGREMENT
FOR THE SOUTHWEST AREA AND
SUPPLEMENTS & RIDERS THERETO COVERING
ROAD, CITY, GARAGE, CLERICAL AND INTERMODAL YARD EMPLOYEES
FOR THE PERIOD OF APRIL 1, 2013 through MARCH 31, 2017

Covering: Operations in the states of Texas, Arkansas, Tennessee, and other operations covered by other agreements of Rail Terminal Services, hereafter referred to as the "Employer" and Teamsters Local Union #'s 657, 667, 745, 878 and 988, of the Teamsters Negotiating Committee affiliated with the International Brotherhood of Teamsters, hereafter referred to as the "Union", agree to be bound by the terms of this Agreement.

TRUCK DRIVERS, FORKLIFT TRUCK OPERATORS, DOCKMAN AND HELPERS, GARAGE EMPLOYEES, CLERICAL EMPLOYEES and INTERMODAL YARD EMPLOYEES

Agreement between:
RAIL TERMINAL SERVICES and
TEAMSTERS LOCAL UNION NUMBERS 657, 667, 745, 878, and 988.

WITNESSETH: The following rules are predicted on the fact that an obligation rests upon the Company, upon the Union and upon each employee to render honest, efficient and economical service to the Company in servicing the public. The spirit of cooperation between the Company and the employees being essential to efficient operation, both parties hereto will so conduct themselves as to promote the spirit.

ARTICLE 1
RECOGNITION, UNION SHOP AND CHECK-OFF

Section 1

a) The Employer recognizes and acknowledges that the Local Unions affiliated with the Southern Conference of Teamsters are the exclusive representatives of all employees in the classifications of the work covered by this Agreement, and Supplements thereto 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 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 or after the 30th day following the beginning of their employment or on and after the 30th day following the effective date of this subsection or the 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 National Labor Relations Act, but not retroactively.

applicable to past due contributions. The 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 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, lesser and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

ARTICLE 37
PENSION FUND

Effective April 1, 2013, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREA PENSION FUND, the sum of fifty-five dollars and ten cents ($55.10) per day for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective April 1, 2014, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREA PENSION FUND, the sum of fifty-seven dollars and thirty cents ($57.30) per day for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective April 1, 2015, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREA PENSION FUND, the sum of fifty-nine dollars and sixty cents ($59.60) per day for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective April 1, 2016, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREA PENSION FUND, the sum of sixty-two dollars ($62.00) per day for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

The intent of this Article is to maintain the top Central States Pension Plan for the life of this Agreement.

This fund shall be the CENTRAL STATE, SOUTHEAST AND SOUTHWEST PENSION FUND. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Central States Area Agreements to which Employers who are party to this Agreement are also parties.

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

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

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

Contributions to the Pension Fund must be made for each day on each regular or casual 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 contribution 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 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. Employers who are delinquent must also pay all attorneys' fees and cost of collections.

The Employer shall pay the Pension Fund contributions on employees on leave of absence or for training in the military reserves or National Guard, but not to exceed fourteen (14) days providing such absence affects his credits or coverage for Pension.

The Pension Fund contributions shall not be required if pensions contributions established by this Agreement have been paid on him before.

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 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, lesser and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

LABOR AGREEMENT

BETWEEN

FRED RADANDT SONS, INC.

AND

GENERAL TEAMSTERS UNION LOCAL 662

APRIL 1, 2014

TO

MARCH 31, 2017

RECEIVED

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CONTRACT DEPARTMENT

BUILDING MATERIAL MANUFACTURING,

DISTRIBUTING AND EXCAVATING LABOR AGREEMENT

APRIL 1, 2014 – MARCH 31, 2017

This Agreement made and entered into by and between FRED RADANDT SONS, INC. hereinafter referred to as the Employer and General Teamsters Union Local 662, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE 1 – RECOGNITION

1. The Employer recognizes the Union, its representatives or successors, as the exclusive bargaining agent for all employees in classifications covered hereby.

2. The classifications of employees covered by this Agreement are all truck drivers and Mechanics, but shall not include salaried executives, plant managers, salesmen, foremen and office employees or any other employees.

3. The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it is through duly authorized representatives of the Union. Any such agreement shall be null and void.

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.

5. A casual employee is an employee hired for one of the reasons listed below:

   (a) To replace a regular employee who is temporarily off work due to illness or vacation.

   (b) To provide additional manpower for temporary periods of excessive workloads as determined by the Employer.

performs on a holiday is snow removal, the employee shall receive holiday pay and shall receive the contract rate for such work.

4. It is further understood that an employee shall not suffer loss of holiday pay if any of the specified holidays coincide with his vacation period. He shall receive that holiday pay as an addition to his vacation pay escrow account, and may with the consent of the Employer; extend his vacation by one day.

5. Employees who are serving their probationary period or any extension thereof are not entitled to holiday pay for holidays falling within such probationary period.

ARTICLE 25 – PENSION

1. Effective April 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 April 1, 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.

   Effective April 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 seventy cents ($225.70) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

2. 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 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.

3. Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension plan. The Local Union, the Area Conference or the Trustees may institute action for delinquent 14 contributions. Employers who are delinquent must also pay reasonable attorney's fees and costs of collections.

ARTICLE 26 – FUNERAL ALLOWANCE

In case of a death in the immediate family, i.e. spouse or child, employees will be allowed the necessary time off not to exceed a total of three (3) days at their regular rate of pay. In the case of a death of any employee's grandchild, parent, sister, brother, mother-in-law or father-in-law, employees will be allowed the necessary time off not to exceed a total of one (1) day at their regular rate of pay. The employee may, with the consent of the Employer, take additional time off without pay.

ARTICLE 27 – MAINTENANCE OF STANDARDS

1. 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 at the time of the signing of the Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements 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. No other Employer shall be bound by the voluntary acts of another Employer when he may exceed the terms of this Agreement.

2. Nothing in this Agreement is intended to, and does not in fact, abridge the Employer's exclusive right to manage the Employer and its business and to direct its working forces, except as limited by the express provisions of this Agreement.

ARTICLE 28 – MEDICAL EXAMINATIONS

The Employer may require applicants and employees to take medical examinations when the Employer, in its discretion, considers such an examination necessary or appropriate. The Employer may require the employee

AGREEMENT

RAINERI BULDING MATERIALS
2015 - 2021

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AGREEMENT

RAINERI BUILDING MATERIALS

2015 - 2021

THIS AGREEMENT, MADE AND ENTERED INTO AS OF THE 15TH DAY OF MARCH, 2015 BY AND BETWEEN RAINERI BUILDING MATERIALS 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 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 IS THROUGH DULY AUTHORIZED REPRESENTATIVES OF THE UNION.

SECTION 3. THE EMPLOYER AGREES THAT IT WILL NOT SPONSOR OR PROMOTE, FINANCIALLY OR OTHERWISE, ANY LABOR GROUP, OR LABOR ORGANIZATION FOR THE PURPOSE OF UNDERMINING THE UNION; NOR WILL IT INTERFERE WITH, RESTRAIN, COERCE, OR DISCRIMINATE AGAINST ANY OF ITS EMPLOYEES IN CONNECTION WITH THEIR MEMBERSHIP IN THE UNION.

SECTION 4. THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES, THEIR SUCCESSORS, ADMINISTRATORS, EXECUTORS AND ASSIGNS.

ARTICLE II - REPRESENTATION

SECTION 1. THE UNION SHALL HAVE ONE OF THE EMPLOYEES AS SHOP STEWARD ON EACH SHIFT. HE SHALL NOT HAVE AUTHORITY TO CALL ANY STRIKE OR WORK STOPPAGES. THE STEWARD SHALL BE THE FIRST MAN PUT TO WORK AND THE LAST MAN LAID OFF IN CONFORMITY WITH THE ARBITRATION AWARD DATED MARCH 16, 1956. THE UNION SHALL NOTIFY THE EMPLOYERS IN WRITING AS TO WHO THE UNION SHOP STEWARD IS.

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:

ARTICLE XX - PENSION

EFFECTIVE MAY 1, 2015, THE EMPLOYER SHALL CONTRIBUTE TO THE CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND THE SUM OF FIFTY NINE DOLLARS AND FIFTY CENTS ($59.50) PER EACH, OR PART OF A DAY EITHER WORKED OR COMPENSATED, TO A MAXIMUM OF TWO HUNDRED AND NINETY SEVEN DOLLARS AND FIFTY CENTS ($297.50) A WEEK, FOR EACH REGULAR EMPLOYEE COVERED BY THIS AGREEMENT WHO COMPLETED THIRTY (30) REGULAR WORKING DAYS OF EMPLOYMENT.

EFFECTIVE MAY 1, 2016 THIS CONTRIBUTION SHALL BE INCREASED TO SIXTY ONE DOLLARS AND NINETY CENTS ($61.90) PER DAY EITHER WORKED OR COMPENSATED TO A MAXIMUM OF THREE HUNDRED NINE DOLLARS AND FIFTY CENTS ($309.50).

EFFECTIVE MAY 1, 2017 THIS CONTRIBUTION SHALL BE INCREASED TO SIXTY FOUR DOLLARS AND FORTY CENTS ($64.40) PER DAY EITHER WORKED OR COMPENSATED TO A MAXIMUM OF THREE HUNDRED TWENTY TWO DOLLARS AND ($322.00).

EFFECTIVE MAY 1, 2018 THIS CONTRIBUTION SHALL BE INCREASED TO SIXTY SEVEN DOLLARS ($67.00) PER DAY EITHER WORKED OR COMPENSATED TO A MAXIMUM OF THREE HUNDRED DOLLARS AND ($335.00).

EFFECTIVE MAY 1, 2019 THIS CONTRIBUTION SHALL BE INCREASED TO SIXTY EIGHT DOLLARS AND FORTY CENTS ($68.40) PER DAY EITHER WORKED OR COMPENSATED TO A MAXIMUM OF THREE HUNDRED FORTY TWO DOLLARS ($342.00).

EFFECTIVE MAY 1, 2020 THIS CONTRIBUTION SHALL REMAIN AT SIXTY EIGHT DOLLARS AND FORTY CENTS (68.40) PER DAY EITHER WORKED OR COMPENSATED TO A MAXIMUM OF. THREE HUNDRED FORTY TWO DOLLARS ($342.00).

EFFECTIVE MAY 1, 2015 FOR EACH DAY THE EMPLOYER MAKES A CONTRIBUTION TO THE PENSION FUND FOR AN EMPLOYEE, A PAYROLL DEDUCTION OF TWENTY FIVE DOLLARS AND FIFTY CENTS ($25.50) WILL BE MADE FROM THAT EMPLOYEE'S PAYCHECK.

EFFECTIVE MAY 1, 2016 FOR EACH DAY THE EMPLOYER MAKES A CONTRIBUTION TO THE PENSION FUND FOR AN EMPLOYEE, A PAYROLL DEDUCTION OF TWENTY SEVEN DOLLARS AND NINETY CENTS ($27.90) WILL BE MADE FROM THAT EMPLOYEE'S PAYCHECK.

EFFECTIVE MAY 1, 2017 FOR EACH DAY THE EMPLOYER MAKES A CONTRIBUTION TO THE PENSION FUND FOR AN EMPLOYEE, A PAYROLL DEDUCTION OF THIRTY DOLLARS AND FORTY CENTS ($30.40) WILL BE MADE FROM THAT EMPLOYEE'S PAYCHECK.

EFFECTIVE MAY 1, 2018 FOR EACH DAY THE EMPLOYER MAKES A CONTRIBUTION TO THE PENSION FUND FOR AN EMPLOYEE, A PAYROLL DEDUCTION OF THIRTY THREE DOLLARS ($33.00) WILL BE MADE FROM THAT EMPLOYEE'S PAYCHECK.

EFFECTIVE MAY 1, 2019 FOR EACH DAY THE EMPLOYER MAKES A CONTRIBUTION TO THE PENSION FUND FOR AN EMPLOYEE, A PAYROLL DEDUCTION OF THIRTY FOUR DOLLARS AND FORTY CENTS ($34.40) WILL BE MADE FROM THAT EMPLOYEE'S PAYCHECK

EFFECTIVE MAY 1, 2020 FOR EACH DAY WORKED THE EMPLOYER MAKES A CONTRIBUTION TO THE PENSION FUND FOR AN EMPLOYEE, A PAYROLL DEDUCTION OF THIRTY FOUR DOLLARS AND FORTY CENTS ($34.40) WILL BE MADE FROM THAT EMPLOYEE'S PAYCHECK.

IF THE CENTRAL STATES PENSION FUND ADOPTS AN HOURLY CONTRIBUTION RATE DURING THE TERM OF THIS CONTRACT, THE ASSOCIATION HAS THE OPTION OF CHANGING THE CONTRIBUTION RATE TO AN HOURLY RATE.

THIS FUND SHALL BE THE CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. THERE SHALL BE NO OTHER PENSION FUND UNDER THIS CONTRACT FOR OPERATIONS UNDER THIS CONTRACT OR FOR OPERATIONS UNDER THE SOUTHEAST AND SOUTHWEST AREAS CONTRACT TO WHICH EMPLOYERS WHO ARE PARTY TO THIS CONTRACT ARE ALSO PARTIES.

THIS CONTRIBUTION SHALL BE MADE ON ALL EMPLOYEES RECEIVING ANY COMPENSATION FOR ANY WEEK, EXCEPT WHERE THE ONLY COMPENSATION RECEIVED BY AN EMPLOYEE IS HOLIDAY PAY.

IF ANY EMPLOYEE IS ABSENT BECAUSE OF ILLNESS OR OFF-THE-JOB INJURY AND NOTIFIES THE EMPLOYER OF SUCH ABSENCE, THE EMPLOYER SHALL CONTINUE TO MAKE THE REQUIRED CONTRIBUTIONS FOR A PERIOD OF FOUR (4) WEEKS. IF AN EMPLOYEE IS INJURED ON THE JOB, THE EMPLOYER SHALL CONTINUE TO PAY THE REQUIRED CONTRIBUTIONS UNTIL SUCH EMPLOYEE RETURNS TO WORK; HOWEVER, SUCH CONTRIBUTIONS SHALL NOT BE PAID FOR A PERIOD OF MORE THAN SIX (6) MONTHS. IF AN EMPLOYEE IS GRANTED A LEAVE OF ABSENCE, THE EMPLOYER SHALL COLLECT FROM SAID EMPLOYEE, PRIOR TO THE LEAVE OF ABSENCE BEING EFFECTIVE SUFFICIENT MONEYS TO PAY THE REQUIRED CONTRIBUTIONS INTO THE PENSION FUND DURING THE PERIOD OF ABSENCE.

IN THE EVENT ANY EMPLOYER IS DELINQUENT IN PAYMENT OF HIS CONTRIBUTIONS TO THE PENSION FUND, THE MATTER SHALL BE REFERRED TO THE UNION PRESIDENT, OR HIS DESIGNATED REPRESENTATIVE, REPRESENTING THE UNION AND AN OFFICER OF THE EMPLOYER, OR IT'S DESIGNATED REPRESENTATIVE, REPRESENTING THE EMPLOYER.

AN ATTEMPT SHALL BE MADE TO ADJUST THE MATTER WITHIN TWO (2) WEEKS AFTER THE UNION REPRESENTATIVE HAS ADVISED THE COMPANY REPRESENTATIVE SUCH A DELINQUENCY EXISTS.

IN THE EVENT THE TWO REPRESENTATIVES CANNOT CORRECT THE DELINQUENCY TO THEIR MUTUAL SATISFACTION WITHIN THE STATED TWO (2) WEEK PERIOD, THE UNION SHALL BE FREE TO TAKE SUCH ACTION AS IT DEEMS NECESSARY UNTIL SUCH DELINQUENCY PAYMENTS ARE MADE, AND IT IS FURTHER AGREED THAT IN THE EVENT SUCH ACTION IS TAKEN, THE INDIVIDUAL EMPLOYER SHALL BE RESPONSIBLE TO HIS EMPLOYEES FOR LOSSES RESULTING THEREFROM.

ARTICLE XXI - MOONLIGHTING

SECTION 1. THE PARTIES HAVE NEGOTIATED AND AGREED UPON THE PROVISIONS OF THIS ARTICLE IN FURTHERANCE OF THEIR BELIEF THAT WORK EFFICIENCY IS IMPAIRED BY EMPLOYEES MOONLIGHTING AND THAT THE SAFETY OF PERSONS AND PROPERTY IS IN DANGER WHENEVER PERSONS UNDERTAKE TO WORK AT MORE THAN ONE JOB ON THE SAME DAY OR DURING THE SAME WEEK.

SECTION 2. IT IS THEREFORE UNDERSTOOD AND AGREED THAT NO PERSON SHALL BE EMPLOYED FOR THE PERFORMANCE OF WORK COVERED BY THIS LABOR CONTRACT OR CONTINUED IN SUCH EMPLOYMENT IF HE HAS OR ACQUIRES REGULAR

ARTICLE XXIV - TERMINATION OF AGREEMENT

THIS AGREEMENT SHALL BE IN FULL FORCE AND EFFECT FOR THE PERIOD FROM MARCH 15, 2015 THROUGH MARCH 14, 2021. SIXTY (60) DAYS WRITTEN NOTICE PRIOR TO SAID EXPIRATION DATE SHALL BE GIVEN BY EITHER PARTY TO THE OTHER OF ANY DESIRE TO CANCEL OR AMEND THIS AGREEMENT. IN THE ABSENCE OF SUCH NOTICE, THIS AGREEMENT SHALL BE AUTOMATICALLY RENEWED FOR THE PERIOD OF AN ADDITIONAL YEAR.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED ON THE DATE NOTED IN THE PREAMBLE.

[redacted]
Redacted by U.S. Department of the Treasury

BY [redacted]

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

B [redacted]
Redacted by U.S. Department of the Treasury

NEGOTIATING COMMITTEE:

PETE BROWN
TERRY COOK
RAY PRIEST
FRED DOUGLA

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AUG 11 2015
CONTRACT DEPARTMENT

AGREEMENT

By and Between

Range Cooperatives, Inc.
Virginia, Minnesota

and

TEAMSTERS GENERAL LOCAL UNION NO. 346
Duluth, Minnesota

May 1, 2013
through
September 30, 2017

RECEIVED
DEC 23 2013
CONTRACT DEPARTMENT

AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of May, 2013, by and between **RANGE COOPERATIVES, INC.** of Virginia, Minnesota, hereinafter called the "Employer", and the TEAMSTERS GENERAL LOCAL UNION NO. 346 of Duluth, Minnesota, hereinafter called the "Union", WITNESSETH:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE 1.

RECOGNITION: It is understood and agreed by and between the Employer and the Union that the collective bargaining unit to which this Agreement applies are the employees of the Employer, RANGE COOPERATIVES, INC. The Employer recognizing the Union as the exclusive bargaining agent for said employees only and for the purpose of bargaining collectively for said employees covered hereby.

ARTICLE 2.

UNION SECURITY: Section 1. A. All employees covered by this Agreement must be members in good standing in this Union and all new employees shall become members of this Union on or after thirty-one (31) days of their new employment.

Section 2: When the Employer needs additional employees the employer shall give the Union equal opportunity to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

Section 3: This Agreement shall in no way abridge or interfere with the rights of former employees returning after service in the armed forces of the United States.

Section 4. Check-Off: The Employer agrees to deduct from the pay of all employees covered by this Agreement, monthly union dues and initiation fees of the Union having jurisdiction over such employees and agrees to remit to the Union. 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.

ARTICLE 24.

UNIFORMS: Uniforms, if required, are to be furnished by the Employer. Employee to pay one-half (½) the cost. Employee to launder and maintain them.

ARTICLE 25.

PENSION: Effective May 1, 2013, the Employer shall contribute to Central States Pension Fund the sum of two hundred forty-three dollars and ninety cents ($243.90) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective May 1, 2014, the Employer shall contribute to Central States Pension Fund two hundred sixty-three dollars and forty cents ($263.40) 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 Employer shall contribute to Central States Pension Fund the sum of Two hundred eighty-four dollars and fifty cents ($284.50) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective May 1, 2016, the Employer shall contribute to Central States Pension Fund the sum of Three hundred and one dollars and sixty cents ($301.60) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective May 1, 2017, the Employer shall contribute to Central States Pension Fund the sum of Three hundred and thirteen dollars and seventy cents ($313.70) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

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

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

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of eight (8) 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 contribution into the Pension Fund during the period of absence.

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 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 26.

JURY DUTY: 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 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 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 parents, sisters, brothers, grandparents, brothers-in-law and sisters-in-law of either the employee or his/her spouse; children and grandchildren.

In the event said funeral is over 150 miles, employee shall be entitled to one (1) extra day. In the event the death is either the spouse or child, employees shall be entitled to four (4) days off with pay regardless of the distance.

David A. Miffin, General Chair
Collective Bargaining Committee

Eric D. Fields, Executive Director

EMPLOYER:

Ratliff Bros. & Co, Inc
Legal Name of Employer

701 Dewey Ave PO Box 431
Address of Employer

Kewanee IL 61443
City, State and Zip Code

309 852 2222
Phone Number

Redacted by U.S. Department of the Treasury

Signature of Authorized Representative of Employer

Date: 1-30-08

2013-2018

LABOR AGREEMENT

between

RED-D-MIX INVESTMENT, INC.

and

TEAMSTERS LOCAL UNION NO. 614

EFFECTIVE DATE: JUNE 01, 2013

EXPIRATION DATE: MAY 31, 2018

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CONTRACT
DEPARTMENT

THIS AGREEMENT is made and entered into as of the 1st day of June, 2013, by and between **RED-D-MIX** INVESTMENT, Inc., a Michigan corporation, 3770 Airport Road, Waterford, MI 48329("Employer") and TEAMSTERS **LOCAL** 614, **INTERNATIONAL BROTHERHOOD** OF TEAMSTERS OF NORTH AMERICA, 250 N. Perry Street, Pontiac, MI 48342 ("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 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 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. The Employer agrees that as a condition of continued employment, all present and future employees covered by this Agreement shalt 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.

SECTION 3. The Employer agrees to deduct from the pay of each employee, all dues of Local 614 and pay such amount deducted to said Local 614 by the 15th day of each calendar month for each and every employee, provided, however, that the Union presents to the Employer authorizations, in accordance with the laws of the State of Michigan and the United States, signed by each employee, allowing such deduction and payment to the Local Union.

Deduction of dues shall be made from the first pay in each month, provided that if the employee's first pay is after the 15th day of the month, such dues shall be remitted to Local 614 by the 15th day of the following month.

SECTION 4. The Employer agrees not to direct or require their employees or persons not subject to this contract to perform work which is recognized as the work of employees covered by this Agreement.

SECTION 5. ADDITIONAL EMPLOYEES. When the employer needs additional help, it will give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire any applicant referred by the Union. The Employer shall not be required to request the Union for applicants prior to hiring additional help.

SECTION 6. The Union shall indemnify and save the Employer harmless against any and all claims, suits, demands or other forms of liability that may arise out of or by reason of complying with any of the provisions of this Article 1 relating to union membership and collection of dues.

ARTICLE 12
PROTECTION OF RIGHTS

It shall not be a. violation of this Agreement and it shall not be cause for discharge, permanent replacement or disciplinary action in the event that:

1. An employee refuses to make a delivery, if to do so would require the crossing of or going through a picket line established by a labor union including a union party to this Agreement; and

2. An employee by his/her individual determination refuses to perform any service requested by his/her Employer hereunder, which but for the existence of a controversy between a labor union and any other person, firm or company would be performed by the employees of such other person, firm or company; and

3. An employee by his/her individual determination refuses to handle any incoming goods or equipment being delivered at his/her Employer as defined in this Agreement, by any person, firm or company where there then exists controversy between such person, firm or company and his/her employees on the one hand and a labor union on the other.

ARTICLE 13
MAINTENANCE OF STANDARDS

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 of Article 1 of Schedule "A" of this Agreement. Payment of bonus rates above the agreed minimum may be on a weekly, monthly or quarterly basis.

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) calendar 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.

The parties agree that in negotiating and executing this agreement, it is the intention to bargain in respect to all wages, working conditions and other matters subject to collective bargaining between the employer and employees.

ARTICLE14
HEALTH & WELFARE AND PENSION

SECTION 1. Health & Welfare Coverage: The Employer agrees to provide Michigan Conference Health Care coverage Key3 (Rx-2/D&0-2), and pay to Michigan Conference of Teamsters Health and Welfare Fund (the "Fund") for each eligible employee covered by this Agreement who is on the regular seniority list, unless otherwise specified in Schedule "A" attached, a contribution as follows:

All payments to the Michigan Conference of Teamsters Health and Welfare Fund must he made within ten (10) days from the end of the calendar month.

Contributions to the Health and Welfare Fund shall be made for each week on each regular employee who has successfully completed his probationary period if the employee worked or is compensated for any portion of the contribution week (Monday through Sunday). For purposes of this

during the life of this contract, in addition to the 6 weeks provided by the Health and Welfare fund, the employer shall provide an additional two (2) weeks of coverage per contract year (total of ten (10) weeks during the life of this contract.) that the employee does not work, subject to the approval of the rules of the Michigan Conference Health and Welfare Fund. section "compensation" is defined in accordance with the MCTWF Participation Agreement. In Addition,

If an employee is granted a leave of absence the Employer shall pay the Employer, prior to the granted leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during such leave.

SECTION 2. HEALTH and WELFARE OPT-OUT: An employee, subject to the terms and conditions of the Michigan Conference of Teamsters Welfare Fund Opt Out rules, may opt. out of Health and Welfare coverage. The employer shall pay $ 125.00 per week to those employees who opt out for all weeks in which they would have otherwise been eligible for Health and Welfare payments by the Employer to the Health and Welfare Fund.

SECTION 3. Pension The employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund that shall be jointly established and administered between the Employers and the Union for sole purpose of providing Series 17 Pension Benefits to employees covered by this Agreement. The employer agrees to pay as follows upon the completion of employee's 30th calendar day after employment as a full time employee:

Contributions shall be made as follows:

Effective Date	Per Day	Maximum Per Week
June 1, 2013	$41.50	$207.50
June 1, 2014	$43.20	$216.00
June 1, 2015	$44.90	$224.50
June 1, 2016	$46.70	$233.50
June 1, 2017	$48.60	$243.00

a. On behave of a participant whose absence from the job is due to an off-the-job injury/illness for the *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 compensation) for the *lesser of (1)* 26 weeks following the week in which injury/illness occurred or (2) the duration of the off-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* four weeks following the week in which military duty commenced;

d. On behalf of a participant for each day worked or is compensated for any day of the contribution week.

The Company shall have no other obligation hereunder than to make the contributions herein called for in accordance with the procedures adopted from time to time by the joint trustees of the fund, In the event the joint pension plan shall not be established or if the contributions made hereunder shall not be deemed to constitute deductions for the purposes of federal income taxes, this Article shall be renegotiated. 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 Fund 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 Local 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.

ARTICLE 15
FUNERAL PAY

The Employer will pay the balance of the day of death, up to a maximum of eight (8) hours straight time pay, plus a maximum of twenty-four (24) hours pay 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 or cremation or memorial services of the following relatives of the employee:

Wife, Husband, Spouse's Parents, Son, Daughter, Father,
Mother, Brother, Sister, Grandmother or Grandfather.

The Employer will pay a maximum of eight (8) hours pay at straight time, exclusive of premiums, for scheduled work time that an employee loses as a result of attendance at the funeral or cremation or memorial service of the following relatives of the employee:

Step Father or Step Mother.

An employee who does not actually attend the funeral or cremation or memorial service shall not be eligible for the benefits contained in this Article.

ARTICLE 16
PAID FOR TIME

SECTION 1. The Employees shall be paid for all time spent in the service of the Employer. Rates of pay provided for in 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 the employee 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 at the hourly rate.

SECTION 2. Call to Work Time: Employees called to work shall be allowed sufficient time, without pay, to get to the garage or plant and shall draw full pay from the time they register in.

SECTION 3. Work Week and Overtime: The standard work week shall be Monday through Friday. The employer may require such employees in order of seniority as are required to work Saturday, Sundays and Holidays.

Time and one-half shall be paid for all hours worked in excess of eight hours daily and forty (40) hours weekly.

Time and one-half shall be paid for all work done on Saturday. Double time shall be paid for all work done on Sunday.

In those weeks in which a Holiday(s) falls, overtime shall be computed after thirty-two (32) hours, if one holiday; and after twenty-four (24) hours, if two holidays. Work performed on a Holiday shall be paid double time in addition to the Holiday pay.

THIS AGREEMENT, made and entered into this 1ST day of JUNE, 2013, by and between REESE TRUCKING, hereinafter referred to 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 for the purpose of promoting harmonious relationship between Employer and the employees, the Employer and the Union agree as follows:

ARTICLE 1

Scope of Agreement

Section 1

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

Section 2

(a) The employees covered by this Agreement shall be construed to mean any driver, chauffeur, or driver-helper operating a truck, tractor, motorcycle, or any other vehicle operated on the highway, street or private road for transportation purposes when used to defeat the purposes of this Agreement.

(b) In all cases, hired or leased equipment shall be operated by an employee of the certificated or permitted carrier. The Employer expressly reserves the right to control the manner, means, and details of, and by which, the owner operator performs his services, as well as ends to be accomplished.

Section 3

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 lessor 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.

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ARTICLE 22

Pension Plan

REFER TO ADDENDUM 1.

THIS SECTION LEFT BLANK ON PURPOSE

ARTICLE 29

Termination

Section 1

This Agreement shall be in full force and effect from June 1st 2013, to and including June 1st 2018 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Section 2

Where no such cancellation or termination of notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to June 1st 2018, or June 1st of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

Section 3

Revisions agreed upon or ordered shall be effective as of June 1, 2013, or June 1st of any subsequent contract year. The respective parties shall be permitted all legal or economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 4

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

IN WITNESS WHEREOF, parties have set their hand and seal this 31st day of May, 2013.

GENERAL TRUCK DRIVERS AND HELPERS UNION LOCAL NO. 92

Redacted by U.S. Department of the Treasury

REESE TRUCKING, INC.

Redacted by U.S. Department of the Treasury

ADDENDUM 1

PENSION PLAN

The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more and who has performed any work during the week, the weekly sum listed below:

6/1/13	6/1/14	6/1/15	6/1/16	6/1/17
$124.80	132.30	$140.20	$154.50	$160.70

This Fund shall be the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other Pension Fund under this Agreement for operations under this Agreement or for operations under the 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 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 will not be required to make any contributions for the time period employee is off work. 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 working any hours during such week and on any extra or part time employees who exceeds the allowed 1,000 hour rule imposed by Central States Pension, 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 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 the Local Union, the Area Conference or the Trustees.

In the event an Employer has been determined to be in violation of this Article by the decision of an appropriate grievance committee, and if such Employer subsequently is in violation thereof after receipt of seventy-two (72) hours' written notice of specific delinquencies, the Local Union may strike to enforce this section. However, such strike shall be terminated upon the delivery thereof. Errors or inadvertent omissions relating to individual employees shall not constitute a violation.

IN WITNESS WHEREOF, parties have set their hand and seal this 31st day of May, 2013.

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CONTRACT DEPARTMENT

REESE TRUCKING INC.
ACCOUNT NO.: 6654300-0109-00092-A

LETTER OF UNDERSTANDING AND AGREEMENT

Effective June 1, 2013, contributions will be remitted to the Central States Pension Fund on behalf of any employee, including non-regular 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, regardless of the number of days worked, and at the following rates:

Rate Effective Date	Contribution Rate
6/1/2013	$132.30
6/1/2014	$140.20
6/1/2015	$148.60
6/1/2016	$154.50
6/1/2017	$160.70

REESE TRUCKING INC.

Redacted by U.S. Department of the Treasury

Date: 8-23-13

LOCAL UNION NO. 92

Redacted by U.S. Department of the Treasury

Date: 8-23-13

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

COLLECTIVE BARGAINING AGREEMENT

between

REITER DAIRY OF AKRON, INC.
(A WHOLLY OWNED SUBSIDIARY WITHIN THE DEAN FOODS COMPANY ORGANIZATION)

1415 W. Waterloo Road
P.O. Box 3768
Akron, OH 44314

(330) 745-1123

and

TEAMSTERS LOCAL NO. 348
272 West Market Street
Akron, OH 44303

(330) 434-3424

EFFECTIVE: February 1, 2012 through and including January 31, 2017

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AGREEMENT

THIS AGREEMENT, made at Akron, Ohio, this first day of February, 2012 by and between Teamsters Local No. 348, Akron, Ohio, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, and Reiter Dairy of Akron, Inc. (a wholly owned subsidiary within the Dean Foods Company organization), or its successors and assignees, hereinafter referred to as the Employer. Contract term February 1, 2012 through and including January 31, 2017.

WITNESSETH, that, therefore, the Employer and the Union acting by their duly authorized agents agree as follows:

ARTICLE 1 -- CONDITION OF EMPLOYMENT

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

Section 2: Except as hereinafter, any employee who is a member of the Union in good standing on the execution date of this Agreement shall, as a condition of continued employment, maintain membership in the Union to the extent of paying his/her initiation fee and his/her periodic membership dues uniformly required of all Union Members.

Section 3: Except as hereinafter, any employee who, on the execution date of this Agreement, is not a member in good standing of the Union and any employee thereafter hired shall, as a condition of continued employment, starting thirty-one (31) days after the execution date of this Agreement, or thirty-one (31) days following the beginning of his/her employment, whichever is the later, acquire and maintain membership in the Union to the extent of paying his/her initiation fee and the periodic membership dues uniformly required of all Union members.

ARTICLE 12 -- PENSION PLAN

Section 1: This Trust Agreement dated March 16, 1955, creating the Central States Southeast and Southwest Areas Pension Fund, as amended August 1957 and Pension Plan thus created is ratified by the parties hereto as participants herein. The Pension Plan, as constituted January 1, 1964 provides a Pension payment for life, subject to the conditions and regulations provided for in the Trust Agreement and in the Pension Plan. The Employer shall contribute the following amounts to maintain the Pension Plan "17B", with no additional Company contributions through the term of this Agreement, for each week an employee draws pay from the Company, including vacation time, into the Central States Southeast and Southwest Areas Pension Fund for each of the Company's full-time employees classified as participants and covered by this collective bargaining agreement:

Effective 2-1-2012 - $193.10 per week
Effective 2-1-2013 - $200.80 per week
Effective 2-1-2014 - $208.80 per week
Effective 2-1-2015 - $217.20 per week
Effective 2-1-2016 - $225.90 per week

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 (60) calendar days.

Section 2: An employee hired on a temporary or seasonal basis shall not be eligible, by virtue of such employment, to become a participant nor shall the period of any such temporary or seasonal employment be considered as continuous employment required for eligibility to become a participant unless such employee, while a seasonal or temporary employee, shall become a regular full-time employee in which event the period of temporary or seasonal employ in effect at such time shall be considered, but no prior period of employment shall be considered.

The parties agree that in the event that an individual employed on a part-time, seasonal or temporary basis works one thousand (1,000) hours or more 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 years, provided there is not a break in service of one (1) year or more), will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

Section 3: 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 pension contributions, required by this Article, for a period of no more than twenty (20) weeks, beginning with the first full week of the employee's absence. If an employee is injured on the job, the Company shall continue to make the pension contributions, required by this Article, until such employee returns to work, however, such contribution shall not be paid for a period of more than twenty (20) weeks, beginning with the first full week of the employee's absence.

ARTICLE 13 -- 401(K) PLAN

Section 1: Effective October 1, 2007, employees may participate in the Teamsters 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.

Employees may elect, on a voluntary basis, to contribute an amount, up to the amount allowed by the Plan, but with no Company match, for any contributions.

The effective date for eligibility purposes, for the 401(k) Plan, for newly hired employees, shall be the first (1st) of the month, following the employee's successful completion of their probationary period.

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

RELIABLE GALVANIZING CO.

RECEIVED
OCT 0 8 2014
CONTRACT DEPARTMENT

effective

February 1, 2013 through January 31, 2016

RELIABLE GALVANIZING CO.

This Agreement is made and entered into this 1st day of February 2013, by and between the Reliable Galvanizing Company located at 8800 South Genoa Avenue, Chicago, Illinois, 60620, (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 – UNION SHOP & CHECK-OFF

Section 1. (a) The EMPLOYER hereby recognizes the UNION as the sole and exclusive bargaining agent on behalf of all its Production, Maintenance and Shipping Room bargaining unit Employees

(b) It shall be a condition of employment that all bargaining unit Employees 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, ninety (90) days 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 bargaining unit Employees hired on or after the effective date shall, ninety (90) days after being hired, become and remain members in good standing in the UNION.

(c) The EMPLOYER shall deduct union dues, initiation and reinitiation fees which become due and payable from the wages of union members from the first payroll of each month, and monies so deducted shall be sent to the UNION within five (5) days from the date of deduction, provided that such deductions shall be made from the wages only of those bargaining unit Employees from whom the EMPLOYER has received voluntary individual written authorizations authorizing such deductions to be made.

(d) The UNION will not request the discharge of any bargaining unit Employee without first providing the EMPLOYER seven (7) days' notice, during which the EMPLOYER may assist the delinquent bargaining unit Employee regarding the payment of union dues.

ARTICLE II – WORKWEEK

Section 1. (a) The workweek for regular Production Work shall begin on Monday at 8:00 A.M. and end on Saturday at 7:00 A.M. The workweek shall consist of five (5) days of eight (8) hours each (hereinafter referred to as the "workweek").

(b) The workweek on behalf of the bargaining unit Employees will be determined by the work available.

ARTICLE XI – PENSION PLAN

Section 1. The EMPLOYER agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of:

■ **Effective Date:**	■ **Contribution Amount:**
■ Effective: February 1, 2013	Thirty-Seven Dollars and 30/100 ($37.30) per week
■ Effective: February 1, 2014	Thirty-Nine Dollars and 50/100 ($39.50) per week
■ Effective: February 1, 2015	Forty-One Dollars and 90/100 ($41.90) per week

In accordance with the following:

Pension Fund contributions shall be remitted to the Central States Pension Fund on behalf of all Employees covered by this Collective Bargaining Agreement after they have been on the Employer's payroll for thirty (30) calendar days. Contributions will be made for all compensated periods, including paid vacations, paid holidays and actual time worked, regardless of how many days are worked or compensation is provided within that week. If any compensation is earned in a week, a full contribution must be made and submitted.

ARTICLE XII – VERBAL AGREEMENTS

Section 1. No bargaining unit Employee shall be compelled to enter into any verbal or written agreement in conflict with the terms and conditions of this Agreement.

ARTICLE XIII – NO RATE REDUCTION

Section 1. No bargaining unit Employee covered by this Agreement shall suffer any economic loss, i.e., wage rate deduction, as a result of signing this Agreement.

ARTICLE XIV – RESPONSIBILITY OF THE UNION

Section 1. The administering of all terms and conditions of this Agreement, together with all other functions of Teamsters Local Union No. 731, the UNION, shall be solely and irrevocably the responsibility of the Executive Board of Teamsters Local 731.

ARTICLE XV – WAGE FREEZE

Section 1. In the event of a wage freeze, due to war or a national emergency, the EMPLOYER or the UNION shall have the right to renegotiate this Agreement immediately upon written notice to the other.

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AGREEMENT

INDEXED
MAY 2 7 2003

BETWEEN

RESTAURA DINING SERVICES
D/B/A
MICHIGAN VENDING LOCATIONS:

BLUE CROSS/BLUE SHIELD VENDING – 5030
DELPHI SAGINAW – 5047
GM MILFORD PROVING GROUNDS – 6488
GM PONTIAC EAST ASSEMBLY 5748
GM PONTIAC TRUCK PRODUCTS – 5747
GM TOLEDO POWERTRAIN – 5979
GM WARREN TECH CENTER VENDING – 6481
RAWSONVILLE VISTEON AUTOMOTIVE – 5757

RECEIVED CONTRACT DEPT.
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AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL 337

EFFECTIVE: February 1, 2002
EXPIRING: January 31, 2007

AGREEMENT

INTRODUCTION

THIS AGREEMENT, made and entered into February 1, 2002, by and between Restaura Dining Services, a division of Restaura, Inc., party of the first part, and hereinafter referred to as the "Employer", and Local #337, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 2825 Trumbull Avenue, Detroit, Michigan 48216, party of the second part, 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 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".

Section 2. All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this subsection or the date of this Agreement, whichever is 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 Local #337 and pay such amount deducted to said Local #337 for each and every employee, provided however, that the Union presents to the Employer, authorizations signed by such employee allowing such deductions and payments to the Local Union.

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 organizations as the Union may request

Section 2. Within five (5) working days of filing of a grievance claiming violation of this Article, the parties to this Agreement shall proceed to the final step of the grievance procedure, without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding.

ARTICLE XV
MAINTENANCE OF STANDARDS

Section 1. 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 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. 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 XVI
GENERAL

Section 1. The Company agrees that it will allow the proper accredited representative of the Local Union, access to the plant or warehouse at any mutually convenient 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 Company pertaining to a specific grievance.

Section 3. The Company has the right to post and enforce rules and regulations for the conduct of their employees provided they do not conflict with this Agreement. Copy of accepted rules are attached to this Agreement.

ARTICLE XVII
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, after six (6) months of employment, who is on the regular full-time seniority list, a contribution of:

Effective February 1, 2002	-	Maximum of $132.70/week
Effective April 1, 2002	-	Maximum of $139.70/week
Effective April 1, 2003	-	Maximum of $152.25/week
Effective April 1, 2004	-	Maximum of $172.80/week
Effective April 1, 2005	-	Maximum of $203.05/week
Effective April 1, 2006 – January 31, 2007	-	Maintenance of Benefit

Should the cost exceed the above stated maximum contributions., the excess will be paid by each covered employee via weekly 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 Company agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who is on the regular full-time seniority list unless otherwise specified in Schedule "A" attached, a contribution of:

Effective February 1, 2001	$124.00 per week

Pension Contributions are to be made on a regular full-time employee who has completed ninety (90) calendar days of employment.

All payments into the Central States Southeast and Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month to the American National Bank, P.O. Box 1431, Chicago, Illinois 60690, Account Number 7000.

Contributions to the Health and Welfare Fund and to the Pension Fund must be made for each week on each regular full time employee, even though such employee may work only part-time under the provisions of this Agreement, including paid vacations and weeks where work is performed for the 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 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 sixteen (16) 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.

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

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 actions 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 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 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 XVIII
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, until the time he/she is effectively released from duty.

Section 2. 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 the hourly rate.

Section 3. Any full-time employee reporting to work shall be guaranteed a minimum of not less than eight (8) hours' work or pay unless the Company has ordered them not to show up, Monday through Friday. Saturday, Sunday and premium days reverts to four (4) hour guarantee.

ARTICLE XIX
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 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 of all deductions made for any purpose upon request of individual employees or Union Representative.

INDEXED
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Letter of Understanding

Between

Restaura Dining Services, Michigan Vending Locations

-and-

Teamsters Local 337

In the event that a regular part-time employee works one thousand (1000) 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 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.

Signed this 7th day of March 2003.

For the Union

Redacted by U.S. Department of the Treasury

For the Company

Redacted by U.S. Department of the Treasury

RECEIVED CONTRACT DEPT.
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AGREEMENT

BETWEEN

REYMOND PRODUCTS INTERNATIONAL INC.

AND

GENERAL TRUCK DRIVERS AND HELPERS UNION LOCAL NO. 92

RECEIVED

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CONTRACT DEPARTMENT

February 21, 2014 to February 20, 2017

37.8.157

THIS AGREEMENT, made and concluded in New Philadelphia, Ohio by and between REYMOND PRODUCTS INTERNATIONAL, INC., party of the first part, hereinafter to be known as the "Employer," and GENERAL TRUCK DRIVERS AND HELPERS LOCAL UNION NO. 92, of the International Brotherhood of Teamsters, party of second part, hereinafter to be known as the "Union."

WITNESSETH

That for the purpose of promoting harmonious relationship between the Employer and the employees, the Employer and the Union agree to the following terms:

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, and 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 all production, material handlers, apprentices, lead men, service technicians, Grade I, Grade II, and Grade III. It shall exclude clerical employees, draftsmen, engineers, supervisory, and sales personnel.

Section 3 – Transfer of Employer 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 the 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, etc., of the operation covered by this Agreement of 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 Employer fails to give notice herein required and fails to require the purchaser, the transferee, or lessee to assume the obligations of this contract, the Employer shall be liable to the Union and 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 the contract.

Contributions to the Health and Welfare Fund must be made for each week on each regular employee. 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. All contributions to the Health and Welfare Fund are to be paid by the thirtieth (30th) of each month for the previous month.

ARTICLE 18 – PENSION

Effective February 21, 2014, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of fifty nine dollars and fifty cents ($59.50) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective February 21, 2015, the contribution shall be sixty three dollars and ten cents ($63.10) per week for each employee and effective February 21, 2016, the contribution shall be sixty five dollars and sixty cents ($65.60) per week for each employee covered. Contributions to the Pension Fund are to be paid by the fifteenth (15th) of each month for the previous month.

This Fund shall be the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND.

By the execution of this Agreement, the Employer authorizes the Employers Associations which are parties hereto, to enter into appropriate trust agreements necessary for the administration of such 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 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.

SIGNED

ARTICLES OF AGREEMENT

by and between

TEAMSTERS, CHAUFFEURS AND HELPERS
LOCAL UNION NO. 525
Affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Alton, Illinois

and

RICHARDS BRICK COMPANY

located in

Jurisdiction of Teamsters
Local Union No. 525

-PERIOD COVERED-

JUNE 1, 2013 THROUGH MAY 31, 2018

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CONTRACT
DEPARTMENT

TEAMSTERS, CHAUFFEURS AND HELPERS
LOCAL UNION NO. 525
Affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
ALTON, ILLINOIS

RICHARDS BRICK COMPANY

THIS AGREEMENT, dated the 1st day of JUNE, 2013, by and between the undersigned Richards Brick Company or its successors, located in the jurisdiction of TEAMSTERS & CHAUFFEURS, LOCAL UNION NO. 525, hereinafter called the "Company" or "Employer", Party of the First Part, and TEAMSTERS & CHAUFFEURS, 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 the Agreement shall include:

-ALL DRIVERS AND HELPERS-

Section 3. The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby, unless it is through duly authorized representatives of the Union.

Section 4. The Company agrees that it will not sponsor or promote financially or otherwise, any group or labor organization for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in the Union.

ARTICLE 2
UNION SECURITY CLAUSE

Section 1. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the 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 of 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

ARTICLE 18
HEALTH AND WELFARE AND PENSION BENEFITS

Section 1. Health and Welfare: Effective June 1, 2013, the Company shall contribute to the Teamsters and Employers Welfare Trust of Illinois Two-Hundred-Sixteen Dollars ($216.00) per week for each employee covered by this Agreement who has been on the payroll thirty-one (31) days or more, and is a regular or regular extra employee, and who has worked any portion of a payroll week.—Holidays / vacation days count as days worked for this calculation.

Effective June 1, 2014, the Company shall increase the contribution set forth above to Two-Hundred-Forty-Seven Dollars ($247.00) per week.

Effective June 1, 2015, the Company shall increase the contribution set forth above to Two-Hundred-Eighty-Three Dollars ($283.00) per week.

Effective June 1, 2016, the Company shall increase the contribution set forth above to maintain Level 1 coverage. [Not to exceed 12% of June 2015 rate ($ 317.00)].

Effective June 1, 2017, the Company shall increase the contribution set forth above to maintain Level 1 coverage. [Not to exceed 12% of June 2016 rate ($ 355.00)].

By the execution of this Agreement, the Company authorizes the Employer's Associates which are parties to other 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, herby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

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

If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the 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 Company but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other health and welfare fund.

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 collections.

ARTICLE 18
HEALTH AND WELFARE AND PENSION BENEFITS (continued)

Section 2. Pension:

Effective April 28, 2013, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One-Hundred-Thirty-Two and 30/100 dollars ($132.30) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective April 28, 2014, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension the sum of One-Hundred-Forty and 20/100 dollars ($140.20) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective April 28, 2015, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One-Hundred-Forty-Eight and 60/100 dollars ($148.60) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more

Effective April 28, 2016, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One-Hundred-Fifty-Four and 50/100 dollars ($154.50) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective April 28, 2017, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One-Hundred-Sixty and 70/100 dollars ($160.70) 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 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 this 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

ARTICLE 18
HEALTH AND WELFARE AND PENSION BENEFITS (continued)

Agreement, and although contributions may be made for those weeks into some other pension fund. Contributions shall be made for any regular Employee on lay-off who has worked one (1) day in any week for any reason. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

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

Section 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 this 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 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 wherefrom.

ARTICLE 19
SEPARABILITY AND SAVINGS CLAUSE

Section 1. If any Article or Section of this Contact 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, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity of restraint. If the parties do not agree on a mutually satisfactory replacement for such Article or Section, 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 20
JURY DUTY

Section 1. The Company agrees to pay a full day's pay at straight-time hourly rates for each day an employee is required to serve and does serve on jury duty, provided he is scheduled to work on the day or days actually served on the jury. He shall receive eight (8) hours per day, based on if the employee below him on the seniority works while he is serving jury duty. The employee, however. will be required to turn into the Company the jury duty fees in order to receive the compensation above provided. This will exclude probationary employees.

AGREEMENT

RICHARDS BRICK COMPANY

2014 - 2019

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AGREEMENT

RICHARDS BRICK COMPANY

2014 - 2019

THIS AGREEMENT IS MADE AND ENTERED INTO AS OF THE FIRST DAY OF JUNE, 2014 BY AND BETWEEN RICHARDS BRICK COMPANY, OR ITS SUCCESSORS, LOCATED IN ST. LOUIS, MISSOURI, HEREINAFTER CALLED THE "COMPANY" 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 COMPANY AGREES TO RECOGNIZE, AND DOES HEREBY RECOGNIZE THE UNION, ITS AGENTS, REPRESENTATIVES, OR SUCCESSORS, AS THE EXCLUSIVE BARGAINING AGENCY FOR ALL OF THE EMPLOYEES OF THE COMPANY AS HEREIN DEFINED.

SECTION 2. THE TERM, "EMPLOYEE" AS USED IN THIS AGREEMENT SHALL INCLUDE ALL DRIVERS 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 IT S 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 EMPLOYER IN THE UNIT WHICH IS THE SUBJECT OF THIS AGREEMENT SHALL MAKE APPLICATION TO AND BECOME A MEMBER OF THE UNION THIRTY (30) DAYS FROM THE DATE OF THEIR EMPLOYMENT, AND 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.

THE FAILURE OF ANY PERSONS TO MAKE APPLICATION TO AND BECOME A MEMBER OF THE UNION WITHIN SAID PERIOD OF TIME SHALL OBLIGATE THE EMPLOYER, UPON WRITTEN NOTICE FROM THE UNION TO SUCH EFFECT AND TO THE FURTHER EFFECT THAT UNION MEMBERSHIP WAS AVAILABLE TO SUCH PERSON ON THE SAME TERMS AND CONDITIONS GENERALLY AVAILABLE TO OTHER MEMBERS, TO FORTHWITH DISCHARGE SUCH PERSON. FURTHER, THE FAILURE OF ANY PERSON TO MAINTAIN HIS UNION MEMBERSHIP IN GOOD STANDING BY HIS FAILURE TO PAY THE PERIODIC DUES OF THE UNION SHALL, UPON WRITTEN NOTICE TO THE EMPLOYER BY THE UNION TO SUCH EFFECT, OBLIGATE THE EMPLOYER TO DISCHARGE SUCH PERSON.

SECTION 10. IT IS FURTHER AGREED THAT THE EMPLOYER WILL NEITHER ADVISE, PUT INTO OPERATION, PARTICIPATE OR ACQUIESCE IN, NOR PERMIT TO CONTINUE ANY ARRANGEMENTS OR SCHEMES, WHETHER HEREIN ENUMERATED OR NOT, WHICH ARE CONTRARY TO THE PROVISIONS OF THIS ARTICLE OR WHICH TEND TO INTERFERE WITH THE AIMS AND OBJECTIVES DESCRIBED IN SECTION 1. HEREIN.

SECTION 11. THE GRIEVANCE AND ARBITRATION PROCEDURES PROVIDED FOR ELSEWHERE IN THIS AGREEMENT SHALL APPLY TO THE TERMS AND PROVISIONS OF THIS ARTICLE.

ARTICLE XIV - PENSION

EFFECTIVE APRIL 27, 2014, THE EMPLOYER SHALL CONTRIBUTE TO CENTRAL STATES PENSION FUND THE SUM OF TWO HUNDRED EIGHT DOLLARS AND FIFTY FIVE CENTS ($208.55) PER WEEK FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT. EFFECTIVE APRIL 27, 2015, THE EMPLOYER SHALL CONTRIBUTE TO CENTRAL STATES PENSION FUND THE SUM OF TWO HUNDRED TEN DOLLARS AND TEN CENTS ($210.10) PER WEEK FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT. EFFECTIVE APRIL 27, 2016, THE EMPLOYER SHALL CONTRIBUTE TO CENTRAL STATES PENSION FUND THE SUM OF TWO HUNDRED EIGHTEEN DOLLARS AND FIFTY CENTS ($218.50) PER WEEK FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT. EFFECTIVE APRIL 27, 2017, THE EMPLOYER SHALL CONTRIBUTE TO CENTRAL STATES PENSION FUND THE SUM OF TWO HUNDRED TWENTY SEVEN DOLLARS AND TWENTY CENTS ($227.20) PER WEEK FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT. EFFECTIVE APRIL 27, 2018, THE EMPLOYER SHALL CONTRIBUTE TO CENTRAL STATES PENSION FUND THE SUM OF TWO HUNDRED THIRTY SIX DOLLARS AND THIRTY CENTS ($236.30) PER WEEK FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT.

THESE CONTRIBUTIONS SHALL BE MADE FOR ANY PAYROLL WEEK DURING WHICH THE EMPLOYEE RECEIVES PAYMENT FROM THE EMPLOYER FOR EITHER WAGES, SHOW UP TIME, VACATION TIME OR HOLIDAY PAY.

THIS FUND SHALL BE THE CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. THERE SHALL BE NO OTHER PENSION FUND UNDER THIS CONTRACT FOR OPERATIONS UNDER THIS CONTRACT.

IF 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 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.

ARTICLE XV - SAVINGS CLAUSE

SECTION 1. IF ANY ARTICLE OR SECTION OF THIS CONTRACT IS INVALID UNDER THE LAW, THEN SUCH ARTICLE OR SECTION SHALL BE MODIFIED TO COMPLY WITH THE REQUIREMENTS OF THE LAW, OR SHALL BE RENEGOTIATED FOR THE PURPOSE OF ADEQUATE REPLACEMENT. IF SUCH NEGOTIATIONS SHALL NOT RESULT IN A MUTUALLY SATISFACTORY AGREEMENT, THE UNION SHALL BE PERMITTED ALL LEGAL OR ECONOMIC RECOURSE.

SECTION 2. IF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE IN VIOLATION OF ANY STATE OR FEDERAL LAW OR COURT DECISION OR DECREE, THEN TO THE EXTENT OF ANY VIOLATION, THIS AGREEMENT SHALL BE NULL AND VOID AND SUBJECT TO RE-NEGOTIATION. IF ANY PORTION OF THIS AGREEMENT IS DECLARED ILLEGAL, IT SHALL NOT IN ANY WAY AFFECT THE REMAINING PROVISIONS OF THE AGREEMENT.

ARTICLE XVI - PICKETING

IT SHALL NOT BE A VIOLATION OF THIS AGREEMENT, AND IT SHALL NOT BE CAUSE FOR DISCHARGE, DISCIPLINARY ACTION, OR PERMANENT REPLACEMENT, IN THE EVENT AN EMPLOYEE REFUSES TO GO THROUGH ANY LAWFUL PRIMARY PICKET LINE, INCLUDING A LAWFUL PRIMARY PICKET LINE OF THE UNION PARTY TO THIS AGREEMENT OR OTHERS, AND INCLUDING A LAWFUL PRIMARY PICKET LINE AT THE EMPLOYER' S PLACE OF BUSINESS OR ELSEWHERE. THE PROVISIONS OF THIS ARTICLE SHALL NOT SURVIVE THE EXPIRATION DATE OF THIS AGREEMENT.

ARTICLE XVII - JOB SECURITY

SECTION 1. THE TERMS AND PROVISIONS OF THIS ARTICLE RAVE BEEN NEGOTIATED AND AGREED UPON BY AND BETWEEN THE PARTIES FOR THE PURPOSE OF PROVIDING COVERED EMPLOYEES WITH THE MAXIMUM JOB SECURITY AND STEADY EMPLOYMENT WARRANTED BY THE EMPLOYER'S BUSINESS, AND FOR THE ADDITIONAL PURPOSE OF PROVIDING AGAINST THE DIMINUTION OF THIS UNION'S ESTABLISHED WAGE SCALES AND WORKING CONDITIONS WHICH MAY RESULT IF PERSONS OUTSIDE OF THE BARGAINING UNIT HERE INVOLVED OR OUTSIDE OF OTHER SIMILAR BARGAINING UNITS ARE FREE TO DO LIKE WORK FOR LESS.

SECTION 2. THE EMPLOYER SHALL NOT DIRECT, REQUIRE OR PERMIT ANY OF ITS EMPLOYEES WHO ARE NOT INCLUDED WITHIN THE BARGAINING UNIT COVERED BY THIS AGREEMENT TO DO OR PERFORM ANY OF THE WORK WHICH IS DONE OR PERFORMED BY THOSE WITHIN THIS BARGAINING UNIT. NOR SHALL OWNERS, EMPLOYERS, THOSE HAVING A PROPRIETARY INTEREST IN THE BUSINESS, OR PERSONS OUTSIDE OF THIS BARGAINING UNIT, BE DIRECTED, REQUIRED PERMITTED TO DO OR PERFORM ANY OF SAID WORK.

SECTION 3. THE EMPLOYER AGREES TO REFRAIN FROM USING THE SERVICES OF ANY PERSON WHO DOS NOT OBSERVE THE WAGES, HOURS AND CONDITIONS OF EMPLOYMENT ESTABLISHED BY LABOR UNIONS HAVING JURISDICTION OVER THE TYPE OF SERVICES PERFORMED.

ARTICLE XVIII - SUBCONTRACTING AND ASSIGNMENT OF WORK

SECTION 1. SUBCONTRACTING

SHALL REIMBURSE THE EMPLOYER FOR ONLY THE EMPLOYER'S ACTUAL COST FOR THE EXPENSE INCURRED HEREBY.

ARTICLE XX - DURATION OF AGREEMENT

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE 1ST DAY OF JUNE 2014 AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE 31ST DAY OF MAY 2019.

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. Dept. of the Treasury

COMPANY

CONSTRUCTION, BUILDING MATERIAL, ICE AND COAL, LAUNDRY AND DRY CLEANING, MEAT AND FOOD PRODUCTS DRIVERS, HELPERS, WAREHOUSEMEN, YARDMEN, SALESMEN AND ALLIED WORKERS, LOCAL UNION N. 682 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

BY

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NEGOTIATING COMMITTEE:

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AGREEMENT

between

[illegible] ENTERPRISES, [illegible]

[illegible] CLEAN [illegible] AREIN[illegible]

A[illegible]OTIVE PARTS SE[illegible]

[illegible] CHEMICAL [illegible] PETR[illegible] EJI[illegible]

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AGREEMENT

THIS AGREEMENT made and entered into this 1st day of June 2015, by and between RICHWILL ENTERPRISES, INC. hereinafter called the "Company", and MISCELLANEOUS WAREHOUSEMEN, AIRLINE, AUTOMOTIVE PARTS, SERVICE, TIRE AND RENTAL, CHEMICAL AND PETROLEUM, ICE, PAPER AND RELATED CLERICAL AND PRODUCTION EMPLOYEES UNION, LOCAL NO. 781, affiliated with The International Brotherhood of Teamsters, hereinafter called the "Union", which is recognized by the Company as the 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, Elevator Operators, Checkers and Fork Lift Operators.

This Agreement is negotiated for the purpose of specifying wage schedules, hours of work, conditions of employment, adjustment of grievances, and for the purpose of preventing strikes, lockouts or other disturbances, thus insuring and perpetuating harmonious relations between the Company and the Union.

WITNESSETH

ARTICLE I
UNION MEMBERS

(A) It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth day following the effective date of this Agreement or the date of their employment, whichever is later become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing in the Union. "The 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 sections 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. The beginning wage scale for new hires shall be Four Dollars and Fifty Cents ($4.50) per hour less than the wage rates applicable to the classifications within which they are employed. Upon each new hire's first anniversary date, the new hire shall be given a wage increase of One Dollar and Fifty Cents ($1.50). Upon each of two anniversary dates thereafter,

actual work on straight 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, grandparents, mother-in-law and father-in-law. The counting of the three (3) days shall commence on the day of death or the day following, depending on which day the employee first requires time off.

ARTICLE XIII
PENSION FUND

Effective June 1, 2015, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREA PENSION FUND the sum of One Hundred Seventy-four Dollars and ninety cents ($174.90) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective June 1, 2016, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREA PENSION FUND the sum of One Hundred Eighty-one Dollars and ninety cents ($181.90) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective June 1, 2017, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREA PENSION FUND the sum of One Hundred Eighty-nine Dollars and twenty cents ($189.20) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Such payments shall be made to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND in accordance with the trust 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 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 XXII
EFFECTIVE PERIOD

This Agreement shall be effective as of June 1, 2015 and shall continue in force, to and including May 31, 2018 and it shall automatically renew itself for additional periods of one (1) year each thereafter, unless prior to April 1, 2018, or the 1st of April in any subsequent year during which this Agreement, or any extension thereof, shall be in force, either party shall give written notice to the other party of its intention to let this Agreement expire upon its next termination date, or of such party's desire to change the terms herein in such manner as may be specified in such written notice.

Signed and sealed in Chicago, Illinois, the day and date hereinabove written.

FOR THE COMPANY:
RICHWILL ENTERPRISES, INC.

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FOR THE UNION:

MISCELLANEOUS WAREHOUSEMEN, AIRLINE, AUTOMOTIVE PARTS, SERVICE, TIRE & RENTAL, CHEMICAL & PETROLEUM, ICE, PAPER & RELATED CLERICAL & PRODUCTION EMPLOYEES UNION, LOCAL NO. 781, Affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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Rinderknecht Associates, Inc

AGREEMENT

THIS AGREEMENT, entered into by and between Rinderknecht Associates Inc. who engages in building construction work in Linn County, Johnson County, Iowa County, parts of Benton County, Jones County, Cedar County, Muscatine County, Louisa County, Washington County, Poweshiek County and vicinity, as shown on the attached map, marked "Exhibit A", hereinafter referred to as the "Employer" and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

ARTICLE 1
RECOGNITION

Section 1.1
The Union shall be the sole representative of the classifications of employees covered by this Agreement in collective bargaining with the Employer. Any person newly employed shall be employed only on a thirty (30) day trial basis during which time he shall either be discharged by the Employer without further recourse, or placed on the regular seniority list.

Section 1.2
The Contractor recognizes the Union as a source of recruiting employees and shall immediately contact the Union representative when he wishes to employ men. The Union agrees that its selection of applicants for referral shall be on a non-discriminatory basis, not based on or affected by union membership, by-laws, rules, regulations, constitution or any other aspect of union membership, policies or requirements.

Section 1.3
If the Union is unable to refer qualified applicants for employment at the applicable rate of pay within forty-eight (48) hours of the request the Employer shall be free to hire employees from any source at his discretion.

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ARTICLE 8
PENSION PLAN

Section 8.1

Effective May 1, 2014, the Employer shall continue to pay into the Central States Southeast and Southwest Areas Pension Fund, the rates listed in Section 8.1 (A) for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

In order to maintain the Pension Benefits Plan 17B for each employee who has been on the payroll for thirty (30) days or more, the Employer will contribute to the Central States Pension Fund May 1, 2014 a sum of $208.80, May 1, 2015 a sum of $217.20 per week for each employee covered by this Agreement.

Effective May 1, 2014 Employers shall have the option of making pension contributions on a weekly or hourly basis. Weekly rate May 1, 2014, $208.80 per week, May 1, 2015, $217.20 per week. Hourly rate May 1, 2014, $6.40 per hour for all hours worked, May 1, 2015, $6.70 per hour for all hours worked. The Employer will sign a Participation Agreement that indicates the hourly or weekly rates chosen. The parties also agree that they must remain at the selected method of reporting (weekly or hourly) for the entire term of the collective bargaining agreement.

Section 8.2

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

Section 8.3

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

Section 8.4
Action for delinquent contributions may be instituted by either the Local Union, the Area Conference, or the Trustees. Employers who are delinquent must also pay all attorneys fees and costs of collection.

ARTICLE 9
SENIORITY

Section 9.1
Seniority shall prevail at all times. In the event that it is necessary to reduce the number of employees, they shall be laid off in accordance with their seniority rights. Employees so laid off shall be rehired on the same basis.

Section 9.2
Teamster overtime work during the week shall be assigned to that Teamster serving that job. Teamster weekend overtime shall be offered by seniority, but the least senior employees shall be required to work. Teamsters do not have seniority over Laborers.

ARTICLE 10
RIGHTS OF UNION MEMBERS

Section 10.1
No member of the Union shall be required to work with a non-union man or men employed on work coming within the scope of structural building work or operations or on any non-union work coming within the jurisdiction of this Union except as otherwise noted in this Agreement.

ARTICLE 23
DAVIS BACON

Section 23.1
The Union agrees that the Davis Bacon rate established for a particular project will prevail. In addition to the established rate, the Contractors shall pay the current fringe benefit rates.

ARTICLE 24
PERIOD OF AGREEMENT

Section 24.1
THIS AGREEMENT shall be in full force and effect from May 1, 2014 through April 30, 2016 inclusive.

Section 24.2
On or before the 1st day of March, 2016, either party desirous of any change in the working rules for the following year shall submit such request to the representative of the party in question and shall receive a receipt therefore. If neither party makes application for change then this Agreement shall become the body of the new Agreement for the year starting May 1, 2014 to and including April 30, 2016.

CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238, Affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By Redacted by U.S. Department of the Treasury

B Redacted by U.S. Department of the Treasury

RINDERKNECHT ASSOCIATES INC.

Redacted by U.S. Department of the Treasury

By_____

Title_____

COLLECTIVE BARGAINING AGREEMENT

Between

CEMEX CONSTRUCTION MATERIALS of FLORIDA LLC.

And

TEAMSTERS LOCAL UNION NO. 769

2014-2017

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A. The Company shall continue to make such payments for the life of this Agreement.

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 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.

C. If an employee is absent because of illness or temporary lay-offs, or off-job injury and notifies the Company of such absence, the Company shall continue to make the required contribution for a period of two (2) weeks. If an employee is injured on the job, the Company shall continue to pay the required contributions until such time as the 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 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 Fund during the period of absence.

D. Contributions to the Health & Welfare Fund must be made for each week on each regular employee for each week when the employee works at least one (1) full day including compensation for holidays, vacation, bereavement leave or jury duty. Contributions will not be made during periods of leave without pay or other periods when the employee is not actually performing work for the company.

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

ARTICLE 7 - PENSION

1. The company shall contribute on a weekly basis to Central States, Southeast and Southwest Areas Pension Fund on a weekly basis for each active employee by the following schedule:

July 1, 2014 to June 30, 2015	$144.14
July 1, 2015 to June 30, 2016	$149.91
July 1, 2016 to June 30, 2017	$155.91

A. This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other Pension Fund under this contract or for operations under the Southeast and Southwest area

contracts to which employers who are party to this contract are also parties.

B. By this 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.

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 two (2) weeks. If an employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than three (3) months. If an employee is granted a Leave of Absence, the Company shall collect from said employee, prior to the required contributions into the Pension Fund during the period of absence.

D. Contributions to the Central States, Southeast and Southwest Areas Pension Fund must be made for each week on each regular employee for each week when the employee works at least one (1) full day including compensation for holidays, vacation, bereavement leave or jury duty. Contributions will not be made during periods of leave without pay or other periods when the employee is not actually performing work for the Company.

E. 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.

F. If during the term of this Agreement, the Pension Trust requires additional pension contributions beyond the contribution rates as a result of a surcharge or for other similar reasons, the parties agree to meet and negotiate over the economic impact within sixty (60) days of said notice.

ARTICLE 8 - MAINTENANCE PROGRESSION

1. Progression from Maintenance Mechanic C to Maintenance Mechanic B to Maintenance Mechanic A is based on the following factors:

- ASE certification(s)
- Experience
- Ability to perform the full scope of the job
- Satisfactory job performance

TEAMSTERS LOCAL UNION No. 507

Warehouse, Manufacturing, Processing, Assembling and Installer Employees

CUYAHOGA COUNTY AND VICINITY, OHIO • AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Albert R. Mixon, *Secretary-Treasurer* | Carl Pecoraro, *President* | Thomas Zdanowicz, *Vice President* | Ray Brown, *Recording Secretary* | Joe Molnar, *Trustee* | Dennis Flora, *Trustee* | Safeyyah Edwards, *Trustee*

Letter of Understanding

between

Teamsters Local Union No. 507

and

Riser Foods Company

This Letter of Understanding supplements the extended collective bargaining agreement entered into by and between Riser Foods Company ("Riser" or the "Employer") and Teamsters Local Union No. 507 ("Local 507" or the "Union"), for the term of April 1, 2011, to April 1, 2015, (the "Riser-Local 507 CBA"), and is intended to be consistent with the *Settlement Agreement and Release* entered into between Riser and the Central States, Southeast and Southwest Areas Health and Welfare Fund and the Central States, Southeast and Southwest Areas Pension Fund (collectively "Central States Funds"), dated on or about August 17, 2011, a copy of which is attached hereto as Exhibit A.

The parties to the extended collective bargaining agreement agree that pursuant to the settlement entered into between Riser and the Central States Funds, for so long as that settlement agreement remains in effect, the first three of every five drivers hired by Riser after August 1, 2011, will be covered by the Central States, Southeast and Southwest Areas Pension Fund ("Central States Pension Fund"), and the next two drivers hired by Riser after August 1, 2011, will be covered by the Cleveland Bakers and Teamsters Pension Fund ("CBT Pension Fund") as provided in the 2011 – 2015 labor agreement between Riser and Local 507. For the first three of every five drivers hired, Riser will make weekly contributions to the Central States Pension Fund, and the weekly contribution rates to the Central States Pension Fund will be equal to the then-current rate applicable to Riser's contributions to the CBT Pension Fund. For the next two drivers hired, Riser will make contributions to the CBT Pension Fund pursuant to said labor agreement. It is further agreed that a newly hired driver's benefit accrual rate in the Central States Pension Fund will be 1% of the contributions paid on the driver's behalf to a maximum benefit accrual of $15.00 per year, and that any amount paid after an employee reaches the $15.00 annual benefit accrual will be treated as a participation fee. The parties to the extended collective bargaining agreement acknowledge and agree that during the term of that agreement the payment of employer contributions by Riser to each respective pension plan, the Central States Pension Fund and the CBT Pension Fund, are intended to provide for accrual of pension benefits for affected employees that are substantially the same.

As part of the agreement between Local 507 and Riser, Riser agrees to accept responsibility for up to $500,000 for any loss or damages awarded against the Union, its successors and assigns, officers, agents, representatives, and attorneys, (including payment of attorney's fees and costs to defend any such proceeding or litigation

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irrespective whether damages are awarded or agreed by settlement) in connection with any litigation or proceeding brought by any then current or former Local 507 represented employee, by or on behalf of such employee, who claims he or she is entitled to any type of pension or pension credit from either the Central States Pension Fund, or the CBT Pension Fund, as a result of this Letter of Understanding or the labor agreement. The Union agrees that Riser will immediately be notified of any and all claims, and Riser will be actively involved in any such litigation or proceeding, and no settlement may be entered into without Riser's approval, provided further, however, that any such reimbursement or indemnification obligation on the part of Riser shall cease after December 31, 2025.

The parties further agree that this Letter of Understanding shall be considered ongoing and continuously in effect, through all subsequent renewals of the collective bargaining agreement by and between Riser and Local 507, without the necessity of re-execution of the Letter of Understanding, unless the parties mutually agree to the contrary.

IN WITNESS WHEREOF the parties by their authorized representatives have executed this Supplemental Letter of Understanding on the date entered below.

Teamsters Local Union No. 507

Redacted by U.S. Department of the Treasury

2/10/12
Date

2/10/12
Date

Redacted by U.S. Department of the Treasury

2-06-2012
Date

2-6-2012
Date

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RISER FOODS COMPANY

AGREEMENT

THIS AGREEMENT, made and entered into on the date hereinafter set forth but effective as of April 1[redacted], by and between Riser Foods Company having branches, warehouses, terminals or trucking operations, or any newly acquired or constructed branches, warehouses, terminals or trucking operations located in the State of Ohio, or within a radius of one hundred seventy-five miles of the County of Cuyahoga, State of Ohio, said Company being hereinafter referred to as the "Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL No. 507 hereinafter referred to as the "Union."

ARTICLE I - OBLIGATION-RECOGNITION

1. It is mutually understood and agreed by and between the parties hereto that, except as otherwise provided herein, the hours, hourly rates of pay and working conditions hereinafter set forth shall be binding upon the parties hereto from the 1st day of April, [redacted] until terminated, as hereinafter provided.

2. The Employer recognizes the Union as the exclusive bargaining agent for all employees working at the Richmond Road facility or in any of the Employer's branches, warehouses, terminals or trucking operations, located in the County of Cuyahoga, State of Ohio or within a radius of one hundred seventy-five (175) miles of said County, whether currently in operation or hereafter operated, except current employees represented by Local 407, office employees and supervisors, as defined by the National Labor Relations Act.

ARTICLE II - CONDITIONS OF EMPLOYMENT

1. The management of the business in all its phases and details shall remain vested in the Employer. The rights of the Employer and the employees shall be respected and the provisions of this contract for the orderly settlement of all questions regarding such rights shall be observed. The Company retains the sole right to manage the business and to carry out ordinary and customary functions of management, including, but not limited to: the right to direct, plan and control the operations; to determine the size and composition of the working force; the right to hire, promote, lay off and recall employees; the right to discipline or discharge employees for just cause; the right to determine the number and location of its facilities, the product to be handled, including the right to transfer product and work into and out of the facility and the work to be performed and work schedules at every location, and the methods of production; to implement and to modify productivity/engineered labor standards; the right to introduce new or improved methods or facilities and delivery, to eliminate or change jobs; to increase or eliminate shifts; and the establishment and implementation of reasonable work rules concerning the day-to-day operation of the business.

The Company reserves the right to call in outside cleaning companies for the following purposes: 1) cleaning of the Actos Building; 2) cleaning of all office areas or other confidential areas; and 3) specialty cleaning (e.g., cleaning of computers and monitors, floor services, window cleaning). Porters will sweep the floors and empty trash in the shipping offices

2. The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the employees, and realizes that in order to provide maximum opportunities for continuing employment, good work conditions and good wages, the Company must be able to operate efficiently.

The Employer will provide thirty (30) days advance notice before implementing any changes in its engineered work standards program. The Employer will meet with the Union and discuss any such changes with the Union before implementing them. Issues to be discussed include, but are not limited to, discipline, fatigue allowance, delay time, and enforcement levels. The Company encourages the Union, and acknowledges its right, to bring in experts to assist the Union in connection with the work standards program. Should the Union, after such discussions, disagree with the reasonableness of such changes, it shall have the right to grieve the reasonableness under the grievance and arbitration procedures.

3. All present employees of the Employer shall, as a condition of continued employment, be members of the Union on the thirty-first day following the date of this Agreement and thereafter shall continue membership in good standing in the Union by the tender of periodic dues, initiation fee, and assessments uniformly required as a condition of acquiring or retaining membership in the Union.

4. It is agreed that all new employees of the Employer as a condition of continued employment shall be members of the Union on the thirty-first day following the beginning of their employment and thereafter shall continue membership in good standing in the Union by the tender of periodic dues, initiation fee and assessments uniformly required as a condition of acquiring or retaining membership in the Union.

5. In accordance with individual check-off authorizations, the Employer shall deduct from employees' earnings, Union membership dues, including initiation fee and assessments uniformly required which are payable by such employees and shall remit the amount so deducted to the Union not later than the tenth day of each month.

6. Within five (5) days of notification by the Union that an employee is in default in the payment of his or her dues, or initiation fees, the Company shall be required to discharge said employee and said request must be complied with. The Employer shall be held 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 the above-mentioned authorization or deduction of fees, dues, charges, assessments, expenses, etc. from wages for compliance with the Union's security provisions of the contract, excluding counsel fees incurred by the Employer in defending against claims

7. The Union shall establish a hiring hall, which shall be upon the premises of the Union Headquarters. Selection of applicants by the Union for referral to the Employer to jobs shall be upon a nondiscriminatory basis, and shall not be based on or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements. The Employer shall retain the right to reject any job applicant referred to it by the Union and shall retain the right to hire employees not initially referred by the Union, but such newly hired employees must be referred to the hiring hall before performing any work. The Employer and the Union shall post in places where notices to employees and applicants for employment are usually posted, all provisions relating to the functioning of the hiring arrangements, including the safeguards essential to the legality of the hiring agreement.

8. In accordance with individual authorizations the Employer shall deduct once each year from the employees' earnings five dollars ($5.00) and remit the amount so deducted to the Ohio D.R.I.V.E.

9. If an employee wants a savings deduction made each week, then in accordance with individual authorizations, the Employer shall deduct from the employees' earnings such amounts as the employee shall designate each week and remit the amount so deducted to the Ohio Teamsters Credit Union each month.

10. In the event of moving of the Company's branches, warehouses, terminals or trucking operations, to a new location within a one hundred seventy-five (175) mile radius of the present location, the employees working in those operations shall have the first opportunity to be employed at the new location and, as long as this Agreement is applicable at that location, with no loss of seniority and benefits. Employees so transferred will relocate at their own expense.

ARTICLE III - WORK HOURS AND OVERTIME

1. For all employees hired before October 5, 2003, of this Agreement, eight (8) hours pay hereby guaranteed to any employee who reports for work on any given day and forty (40) hours pay hereby guaranteed to any employee who reports for work on five (5) days during any given week. Warehouse employees hired after October 5, 2003, of this Agreement shall have four (4) hour daily and no weekly guarantees for the first two (2) years of their employment, and then they shall have the same guarantees as the employees hired before ratification (8 hour daily, 40 hour weekly). All regular Truck Drivers hired before October 5, 2003, of this Agreement will be guaranteed forty-two and one-half (42½) hours per week. All regular Truck Drivers hired after October 5, 2003, of this Agreement will be guaranteed forty (40) hours per week.

Each employee shall be allowed a fifteen (15) minute break for physical relief after two and one-half (2½) hours of work and a further fifteen (15) minute break for physical relief after five (5) hours of work. Each employee shall be allowed an additional fifteen (15) minute break for physical relief during each two (2) hours worked after eight (8) hours. The parties agree that the wash-up times of five (5) minutes before lunch break and eight (8) minutes

[illegible]

[illegible]

[illegible]

[illegible] THE EMPLOYER hereby agrees to become a party to the Agreement and Declaration of Trust establishing the Cleveland Bakers and Teamsters Pension Fund and agrees to be bound by all the terms and provisions of said Agreement and Declaration of Trust.

It is understood and agreed that the said Agreement and Declaration of Trust and said Pension Fund and its Rules and Regulations shall comply with all applicable laws and that the Pension Fund referred to herein shall be such as will qualify for approval by the Internal Revenue Service of the U.S. Treasury Department so as to permit the Employer an income tax deduction for the contributions paid hereunder.

For employees with less than five (5) years of service with the Employer, effective April 1, 2011, the Employer will contribute no more than eighty-nine dollars ($89.00) per week until the employee reaches their fifth anniversary date, at which time the pension contribution will be increased to the rate in paragraph 2.

[illegible]

ARTICLE XVIII - 401(k) PLAN

The Company will provide for permanent, full-time employees a 401 (k) plan for pre-tax employee contributions between two percent (2%) and twenty percent (20%) of base earnings (excluding overtime pay, bonuses, incentives, etc.). For permanent, full-time employees, the Company will match twenty-five cents (25¢) on the dollar for employee contributions up to four percent (4%) of base earnings. Administration of the plan shall be at the sole discretion of the Company, and the Company reserves the right to make changes as permitted by government regulations.

ARTICLE XIX - CER FUND

Effective [illegible], the Employer shall pay to the Teamsters Local Union No. 507 Charitable, Educational and Recreational Fund (referred to herein as the "CER Fund") for each employee covered under the applicable Collective Bargaining Agreement the sum of four dollars and fifty cents ($4.50) per employee per week for any week or part thereof, for which said employee receives pay effective from the first day of employment, as required under the provisions of the Collective Bargaining Agreement. Contributions shall continue for six (6) months in the case of illness and six (6) months in the case of accidents, including industrial accidents, and during any leave taken by the employee under the provisions of The Family and Medical Leave Act. Payments to the Local 507 CER Fund shall be made on or before the 10th of the month.

[illegible]

Said payments to the CER Fund shall be used for charitable contributions on behalf of the industry, educational benefits to union members, including training and apprenticeship programs to promote experienced employees for the industry in the job classifications covered in this Agreement and all other Collective Bargaining Agreements of Local 507; and for recreational purposes for union members and their families and retirees and their families.

The expenditures of the CER Fund shall be managed by the Trustees of the CER Fund. The employers will be represented by no less than three (3) Trustees and the Union will be represented by no less than three (3) Trustees. The undersigned Employer agrees to become a party to the Agreement and Declaration of Trust of the CER Fund and further agrees to be bound by all of the terms and provisions of the Agreement and Declaration of Trust and the Rules and Regulations to be established by the Trustees of the CER Fund.

It is understood and agreed that the CER Fund Agreement and Declaration of Trust and the CER Fund Rules and Regulations will comply with all applicable laws and that the CER Fund has qualified for approval by the Internal Revenue Service so as to permit the undersigned Employer an income tax deduction for the contributions paid hereunder.

ARTICLE XX - CONSTITUTIONALITY OF AGREEMENT

1. If any clause, sentence, paragraph or part of this Agreement shall for any reason be determined by a proper judicial authority to be invalid, such determination shall not affect, impair or invalidate the remainder hereof, but shall be confined in its operation to the clause, sentence, paragraph or parts thereof directly involved in the controversy in which such determination shall have been made.

2. The provisions of this Agreement are hereby declared to be separable and if a court of last resort determines any provision to be in conflict with applicable law, such decision shall not affect the validity or the effectiveness of the remainder of the Agreement, and in such case the parties shall meet within seven (7) days to renegotiate an agreement on the invalidated provision.

3. Any wage and benefit increases set forth in this Agreement which are restricted in any way by law shall be instituted at the earliest date permitted by law to the maximum extent permissible by law. Furthermore, if during the term of this Agreement legislation is enacted which has the effect of preventing or limiting the institution of any wage increases required under this Agreement and/or the payment of any Health and Welfare contributions and/or Pension contributions required under this Agreement, the parties shall meet within seven (7) days to renegotiate a lawful alternative to the invalidated wage increases and/or Health and Welfare and/or Pension contributions.

4. If any proposal submitted by the Union, if granted, may not be put into effect because of applicable legislation, Executive Orders or Regulations dealing with Wage and Price Stabilization, then such proposals, or any part thereof, including any retroactive requirement thereof, shall become effective at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this Agreement and any extension thereof.

ARTICLE XXI - SEVERANCE PAY

1. It is agreed that each employee who is displaced from his employment by reason of lay-off, closing or twelve (12) months prior to the closing of the entire plant, branch, warehouse, loading dock, terminal, trucking operation, agency or store, or department thereof, shall be compensated for such displacement provided he has been actively employed by the "Employer" for a period of at least three (3) years. An eligible employee's compensation for his displacement shall be on the basis of forty (40) hours of severance pay (at his straight time hourly rate of pay) for each year of employment.

Hours of severance pay shall not be included for the determining of hourly contributions to the Health and Welfare and Pension Funds covered by this Agreement.

2. The above described Severance Pay will not be paid to: any employee who is offered and accepts equivalent employment with the Company at the same location; any employee who accepts a job with the Company at any location; any employee who voluntarily quits or is discharged for cause before he is separated from employment by the Company; any employee who, at the time of separation is eligible for a Normal Pension, as provided for under the Provisions of the Cleveland Bakers and Teamsters Pension Fund. Any employee accepting Severance Pay shall forfeit and cease to have any seniority rights as provided for in this Agreement; any employee re-employed after receiving Severance Pay shall be considered a new employee from the date of re-employment.

3. In the event an eligible employee wishes to remain on the plant seniority list, for the purpose of possible recall he may elect to defer acceptance of his severance pay for a period of twelve (12) months.

37.8.185

At any time during such period, however, he may request his Severance Pay and his seniority shall terminate as of that date. If such employee has not been recalled by the end of such period, he shall be paid his Severance Pay and his seniority shall terminate at of that date.

ARTICLE XXII - PARTIES

This Agreement shall be binding upon the Employer, its successors and assigns, upon his heirs, executors, administrators, personal representatives and assigns. In the event the Employer sells, assigns or otherwise transfers the business of the Company whether by sale of stock or assets or otherwise, during the term of this Agreement, the prospective purchaser shall be informed of this Agreement and the sale made contingent upon his or its agreeing to accept or be bound by its terms. Should Company sell all or a major portion of its assets, effect a consolidation, merger, reorganization or perform any other act which would tend to alter, change or amend Company's present business format, status or entity, it shall do so subject to the continued existence of this Agreement and shall in any such transaction bind such new Company entity to this Agreement (and any other auxiliary agreements arising therefrom including but not limited to Health and Welfare and Pension Fund Agreements and Declaration of Trusts) as though it were the original Company signator thereto. Company shall forthwith give to Union written notice thereof, designating therein such new Company entity and giving to Union any other pertinent information so as to enable Union to continue, without interruption, its labor relations with such new Company entity. The former owner shall be responsible for the damages caused in the event that the Buyer does not fulfill his obligations hereunder to accept the contract. Said damages shall include but not be limited to loss of wages, benefits, etc. to each employee covered hereunder, as well as loss of dues and other revenues.

ARTICLE XXIII - DURATION, MODIFICATION AND TERMINATION

This Agreement shall be and remain in full force and effect from April 1, [redacted], until April 1, [redacted], inclusive, and thereafter from year to year; provided that this Agreement will terminate at the expiration of the initial term or any renewal term if either party gives written notice to the other of its desire for termination at least sixty (60) days before such expiration date; and provided that if this Agreement is not so terminated and neither party gives written notice to the other of its desire to change or modify this Agreement at least sixty (60) days before any such expiration date, then this Agreement shall remain in full force and effect after such expiration date until a new Agreement (the terms of which shall be retroactive to such expiration date) has been negotiated and signed or until either party gives the other seven (7) days written notice of termination, and provided further that no termination of this Agreement shall affect the duration of the obligations of the parties concerning payment for employee health and welfare benefits, pensions, dues and assessments.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands at Cleveland, Ohio, the 12th day of March, 2011.

TEAMSTERS LOCAL UNION NO. 507

BY: [redacted]

BY: [redacted]

RISER FOODS COMPANY

BY: [redacted]

BY: [redacted]

09/30/11

FEB 17 2012

CONTRACT DEPARTMENT

ADDENDUM

This addendum covers Truck Drivers of Riser Foods Company and is in addition to the main contract:

1. Dispatch Procedures: It is understood that all Truck Drivers will follow the revised dispatch procedures presently in effect. Any modifications in these procedures must first be discussed with the Union.
2. Drivers Pulling Double Trailers: Truck Drivers will be paid a premium of 50¢ per hour for time spent pulling double trailers.
3. Additional Loads: Truck Drivers will be given the opportunity for additional loads by seniority as much as possible.
4. D.O.T. Language: Truck Drivers who work their scheduled off day and cannot fulfill their regular schedule because of lack of available hours shall receive time and one half for all hours worked on that day.
5. Annual Job Bid: The truck drivers will have an annual job bid. The Company or Union reserve the right to re-open discussions or make changes during the period the bids are in effect. When changes are needed in the bid as result of business conditions, the Company and Union will make every effort to reach an agreement regarding such changes. Additional bids necessitated by business conditions shall be at the Company's discretion.
6. Drivers removed from Operation: Truck Drivers removed from operation because of D.O.T. or insurance reasons will be granted one hundred twenty (120) days leave of absence to return to the drivers list.
7. Lay Overs & Meal Allowance: Truck Drivers required to spend a night away from the Cleveland area (or the recognized dispatch facility) in connection with the performance of their duties shall receive a daily meal allowance of twenty-five dollars ($25.00) in addition to sanitary lodging.
8. D.O.T. Physical: Employees required to submit to an annual physical shall have the option to go to a D.O.T. - qualified physician of their own choice, provided that the Company will allow a maximum paid time of two (2) hours for such physicals. If a driver wishes to go to his/her own physician for the physical examination, that driver must execute a release, to be provided to the physician, authorizing the physician to provide the "long form" report of the physical examination to the Company. The Company shall reimburse the employee for the physicals up to a maximum of the cost paid by the Company to send employees to the Company's physician.

UNIFORM EXCAVATORS AGREEEMENT

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

THIS AGREEMENT is entered into by and between **RIVER CITY READY MIX**, hereinafter referred to as the "Employer" or "Company", and **TEAMSTERS UNION LOCAL NO. 695**, affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, hereinafter referred to as the "Union".

THIS AGREEMENT shall become effective January 1, 2014 and shall continue in full force until and including December 31, 2016 and shall govern all operations.

ARTICLE 1 - UNION SECURITY

1.01 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 later, shall remain members of the Local Union as a condition of employment.

1.02 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 on the thirty-first (31st) calendar day following the beginning of their employment or the effective date of this Agreement, whichever is later. The Company will notify the Union of all new hires on or before their thirty-first (31st) day of employment.

1.03 An employee who has failed to acquire or maintain membership as provided above shall be terminated seventy-two (72) hours after the Employer receives written demand from an officer or business representative of the Local Union certifying that membership has been and is continuing to be offered to such employee on the same basis as all other members and furthermore that the employee has had notice and opportunity to make all dues, initiation or other required fee payments.

ARTICLE 2 - CHECK-OFF

2.01 **(a)** Any employee who is a member of the Union on the effective date of this Agreement shall as a condition of employment maintain his membership dues uniformly levied against all Union members. Such employee may have his membership dues deducted from his earnings by signing the form for "Check-off Authorization and Assignment", or, if no such authorization is in effect, he must pay his membership dues directly to the Union.

(b) Any employee who on the effective date of this Agreement is not a member of the Union or any employee hired on or after the effective date of this

Maximum Out-of-Pocket:	In Network	$3,500 single $7,000 family
	Out of Network	$4,000 single $8,000 family
Office Visit Co-Pay:		$50.00
Prescriptions:	$12.00 Generic $35.00 Brand-Preferred $50.00 Non-Preferred	

Employees opting out of insurance coverage will receive $200.00 per month if they meet the hours of service qualification.

22.02 If an employee is laid off, the Company shall furnish one (1) month of full insurance coverage, based on the employee's current insurance selection.

22.03 When an employee is laid off, the Company shall furnish full insurance coverage for the month in which the employee is laid off and full coverage for the following month if the employee has worked forty (40) hours in the month in which he was laid off.

22.04 Insurance premium increases shall be paid in full by the Employer for the term of the Agreement. The parties agree to discuss health and welfare plan changes during the term of the Agreement if it is in the best interest of the bargaining unit and Employer.

ARTICLE 23 - PENSION

23.01 The Employer shall contribute the following rate 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-one (31) days or more:

Effective January 1, 2014 — $209.20 per week
Effective January 1, 2015 — $217.60 per week
Effective January 1, 2016 — $226.30 per week

23.02 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.

23.03 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.

23.04 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 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.

23.05 Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this Contract, including weeks where work is performed for the 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.

23.06 Prior to April 23, 2006, powder haulers were excluded from the Collective Bargaining Agreement between Local Union No. 695 and River City Ready Mix Inc. Beginning April 23, 2006, the Collective Bargaining Agreement between Local Union No. 695 and River City Ready Mix Inc. is to include powder haulers as a covered classification and contributions are owed on their behalf.

ARTICLE 24 - DRUGS AND ALCOHOL

24.01 Any employee who has a drug or alcohol problem and notifies the Employer of their intent to seek rehabilitation shall not be discriminated against and the Employer will work with the employee on the prescribed treatment. An employee suspected of reporting to work under the influence of drugs or alcohol may be required to submit to a drug and alcohol test at the Employer's expense. If the test is negative the employee will be paid for all lost time. If the Employer requires a test, the employee will be accompanied by the steward or a Union representative; the steward shall be paid his hourly wage for all time lost. Drug and alcohol testing is subject to DOT regulations.

ARTICLE 25 - TERMINATION CLAUSE

25.01 THIS AGREEMENT shall be in full force and effect from January 1, 2014 to and including December 31, 2016, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

25.02 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 any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms of such Agreement.

25.03 Revisions agreed upon or ordered shall be effective as of January 1 of any subsequent contract year. The respective parties shall be permitted all legal or economic recourse to support their request for revision if the parties fail to agree thereon.

FOR THE EMPLOYER

RIVER CITY READY MIX

Redacted by U.S. Department of the Treasury

FOR THE UNION

TEAMSTERS UNION LOCAL NO. 695

Redacted by U.S. Department of the Treasury

RECEIVED

FEB 25 2014

CONTRACT DEPARTMENT

ARTICLES OF AGREEMENT
EFFECTIVE DATE: 04/30/14
EXPIRATION DATE: 04/29/17

Between

RIVER REDI-MIX
MARSEILLES, ILLINOIS

and

TEAMSTERS LOCAL UNION NO. 722
LA SALLE, ILLINOIS

Affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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OCT 10 2014

CONTRACT
DEPARTMENT

ARTICLES OF AGREEMENT

THIS AGREEMENT made and entered into by and between RIVER REDI-MIX IN MARSEILLES, 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, 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 that 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.

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 and 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.

The foregoing notwithstanding, in all years of this Agreement the Employer's pension contribution shall be the minimum amounts required by the Fund's Board of Trustees or the amounts set forth above, whichever is less.

Inasmuch as the primary focus of the Employer's business is different during the period November 1 through April 30 of each contract year, during such months the Employer is not obligated to make a weekly pension contribution on behalf of each employee who works one (1) or any part of one (1) day, the foregoing not withstanding. Rather, effective November 1, 2014, through April 30, 2015, the Employer shall contribute the sum of Fifty Seven Dollars and Thirty Cents ($57.30) per day for each day each employee covered by this Agreement work less than a full week but at least one (1) or any part of one (1) day during the week. Effective November 1, 2015 through April 30, 2016 the daily contribution shall be increased to Fifty Nine Dollars and Sixty Cents ($59.60). Effective November 1, 2016 through April 30, 2017, the daily contribution shall be increased to Sixty Two Dollars ($62.00). These daily rates also apply to temporary/casual employees who work for the Employer pursuant to Article 28, regardless of the time of year such employees perform work.

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

ADDENDUM

between

RIVERSIDE SERVICE CORPORATION

and

TEAMSTERS LOCAL #377

RECEIVED
APR 0 1 2008
CONTRACT DEPARTMENT

This Addendum is to be added to and become part of the existing Agreement between Teamsters Local #377 of Youngstown, Ohio and Riverside Service Corporation, Local and Long Distance Hauling of Buffalo, New York under the Central States Area Iron and Steel and Truckload Supplement will now be covered by the following:

Article 39. Riverside Services Corp. hereby agrees to abide by the Central States Area Iron and Steel Truckload Supplement for April 1, 2008 through March 31, 2013.

Article 56. The Owner-Driver rate shall be seventy-two (72%) percent of the gross revenue effective April 1, 2008, but the Employer may deduct Health and Welfare contributions from the Owner-Driver's truck check.

Article 60. The Employer shall contribute the applicable sum for C-6 Plan coverage to the Central States Health and Welfare Fund and deduct in full said amounts from the Owner-Operator's truck check.

Effective 4/1/08	$237.70 per week
Effective 4/1/09	$251.70 per week
Effective 4/1/10	$265.70 per week
Effective 4/1/11	Open
Effective 4/1/12	Open

Article 61. The Pension rate increases for this Agreement will be effective April 1, 2008. The Employer shall contribute these rates per day to the Central States Pension Fund for the duration of the contract:

1st Year	2nd Year	3rd Year	4th Year	5th Year
$27.60	$29.80	$32.20	$34.80	$37.60

Whenever the Pension contributions, on a weekly basis, do not equal 7% of the gross revenue, the difference shall be added to the Owner-Operator's truck check.

Riverside Service Corp.
Addendum
Page 2.

Article 61. (Continued)

The Carrier shall be liable for all contributions required by said Agreement to be paid to said Funds, including contributions when no work is performed due to illness or injury, whether on the job or otherwise set forth in the Agreement.

The Company shall pay the Federal Highway Use Tax for each covered Owner-Driver.

The Company will pay a Bonus of $650.00 per year to Daniel Simonick. The Bonus will be paid upon signing of the contract and on or before March 31st of each subsequent year.

RIVERSIDE SERVICE CORP.

Redacted by U.S. Department of the Treasury

DATE

TEAMSTERS LOCAL #377

Redacted by U.S. Department of the Treasury

DATE 3/21/08

UNION STEWARD

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CONTRACT DEPARTMENT

DUMP TRUCK AGREEMENT
RIVERSIDE SERVICE, INC.

and

TEAMSTERS LOCAL UNION 697 OF
WHEELING, WEST VIRGINIA

Affiliated with

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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AUG 0 8 2014

CONTRACT
DEPARTMENT

FOR THE PERIOD OF: July 1, 2014 thru June 30, 2019

AGREEMENT

ARTICLE I
SCOPE OF AGREEMENT

This Agreement made and entered into this 1st of July. 2014 by and between RIVERSIDE SERVICE. INC.. its successors. administrators. executors and assigns. hereinafter called the EMPLOYER. and Local Union #697. affiliated with the International Brotherhood of Teamsters. and its successors hereinafter called the UNION.

This Agreement shall cover all building construction performed by or for the Employer within the area of territorial jurisdiction listed on cover page of this Agreement.

ARTICLE II
RECOGNITION

The Employers agree to recognize, and do hereby recognize. the Union its duly authorized agents, representatives, or successors. as the exclusive bargaining agent for all of the employees of Employers in this Agreement. and the Union agrees to recognize, and does hereby recognize. the Employers, its duly authorized agents. representatives. successors and assigns. as the exclusive bargaining agents.

ARTICLE III
LIABILITY

Section 1. - The Employer and the Union named herein agree that they are acting in the sole capacity of bargaining representatives for their respective and future members and/or employees. Neither the Employer nor the Union shall be liable for any violation of this Agreement by any of its present or future respective members and/or employees.

Section 2. - The liability of the respective Employers and members of the Union for any breach of this Agreement shall be several. and not joint.

Section 3. - The Union agrees that a breach of violation of this Agreement by any Employer shall not be treated by the Union as cause for calling a strike. or strikes. against Employers not in violation or breach of this Agreement.

Contributions to the Health and Welfare Fund must be made for each month on each regular or extra employee provided each employee has worked forty (40) hours.

Reporting and remitting shall be monthly, ending with the last Saturday of each month and shall be in the Trust Office no later than the sixth (6th) day following the ending date.

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 collections.

ARTICLE XXVIII
PENSION

The Employer shall contribute to the Central State Southeast and Southwest Areas Pension Fund, on a weekly basis.

7/1/14	7/1/15	7/1/16	7/1/17	7/1/18
$107.40	$113.80	$118.40	$123.10	$128.00

The pension contributions required to be made to the fund were negotiated in accordance with the 1982 schedule.

The Fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other Pension Fund under this Agreement for the operations under this Agreement, by the execution of this Agreement, the Employer authorizes the Employer 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, 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 contribution shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from 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.

Contributions to the Pension Fund must be made for each week on each employee even though such employee may only work part time under the provisions of the Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made 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 or the Trustees. Employers who are delinquent must pay all attorney's fees and costs of collection.

ARTICLE XXIX
NON-DISCRIMINATION CLAUSE

Section 1. 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 race, color, religion, sex, national origin or age (between the years of 40 and 65), nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin or age (between the years of 40 and 65).

Section 2. The Company and the Union agree that there will be no discrimination by the Company or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

ARTICLE XXX
LIE DETECTOR TEST

The Company shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

ARTICLE XXXI
SEVERABILITY

If any Article or Section of this Agreement 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 final determination as to its validity, the remainder of this Agreement and of any Rider thereto or the application of such Article or Section to persons or circumstances other than those as to which it has been restrained as above setforth, the parties affected thereby shall enter 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 provisions of this Agreement to the contrary.

AGREEMENT

BETWEEN

HAWKEYE TRUCK AND TRAILER

DUBUQUE, IOWA

AND

TEAMSTERS LOCAL UNION NO. 120

affiliated with the International Brotherhood of Teamsters

RECEIVED
NOV 0 8 2012
CONTRACT DEPARTMENT

June 2, 2012 - June 1, 2015

AGREEMENT

This Agreement is entered into by and between **Hawkeye Truck and Trailer** of Dubuque, Iowa, hereinafter referred to as the "Company" and **Teamsters Local Union No. 120** of Dubuque, Iowa, hereinafter referred to as the "Union".

ARTICLE I - INTENT AND PURPOSE OF CONTRACT

Section 1. It is the intent and purpose of the parties that this Agreement shall constitute a collective bargaining contract between these parties, and further, that it is the intent and purpose of the parties that this Agreement shall promote and improve the industrial economic relationship between the Company and the Union and to set forth herein all the Agreements between them with respect to rates of pay, wages, hours of work and other conditions of employment of the employees in the bargaining unit. Therefore, for the duration of this contract, neither party shall be obligated, except as otherwise specifically provided in this contract, to bargain collectively with the other party with respect to any subject, whether or not referred to or covered by this contract and even though such subject may not have been within the knowledge of either or both of the parties at the time they signed the contract.

ARTICLE II - RECOGNITION

Section 1. It is understood and agreed that the Union shall be the sole and exclusive collective bargaining representative for all full time and regular part time mechanics, body employees, service employees, parts department employees, refrigeration mechanics, helpers, working foremen, lead men, and maintenance employees employed by the Employer at its Dubuque, IA facility; but excluding office clerical employees, professional employees, managerial employees, all salespersons, custodians, tire employees, guards, and supervisors as defined in the Act.

Section 2. Union-Management Relationships

The Company will not interfere with the rights of its employees to become members of the Union, and will not discriminate against, interfere with, restrain or coerce employees because of membership in the Union. The Union will not solicit Union members or membership to carry on other Union activities on Company time or in such a manner as to interfere with the efficient operation of the Company.

ARTICLE III - PROBATIONARY PERIOD

New employees shall be employed on a ninety (90) day trial basis, during which time they shall either be dismissed without further recourse, or at the end of the ninety (90) day period, placed on the regular seniority list. Any employee hired into the classification of Pre-Apprentice shall be employed on a trial basis of up to one hundred eighty (180) days, during which time he/she shall either be dismissed without further recourse, or at the end of the one hundred eighty (180) day period, placed on the regular seniority list as a Trainee. It is understood, however, that this clause shall not be used to defeat the provisions of this contract or to prevent competent and qualified employees from gaining the status of a regular employee.
It is understood and agreed by the parties to this Agreement that any controversy arising over the

the Company for posting. Notices authorized for posting under Section 2 of this Article shall be posted by the Company without undue delay.

Section 2. The Union will limit the use of the bulletin board for posting of the following notice:

(a) Recreational and social affairs of the Union.
(b) Union meetings.
(c) Union appointments.
(d) Elections of Union officers and results thereof.
(e) Any other material authorized by the Company.

ARTICLE XXI- 401(K) PLAN

The Company agrees to offer a voluntary 401(K) tax deferred savings plan, effective June 2, 1997, for regular, full time employees who have completed twelve (12) months of service. The 401(K) Plan is to be administered and maintained by the Company. Employee has the privilege to contribute the amount, up to the maximum allowed by the Government. This plan is fully vested from inception and can be withdrawn at any time, or transferable. as the employee has full control and can, at age 59 1/2, withdraw totally or monthly without tax penalty.

ARTICLE XXII - SICKNESS AND ACCIDENT PLANS

The Company will provide health, dental, disability, vision and life insurance for all full time employees who have completed sixty (60) days service with the Company. The cost to the employee the first year through December 31, 2000, will remain at the current levels for single and family plans.. Each eligible employee will be furnished with a copy of the plan.

Effective January 1, 2001, the Employer will pay sixty percent (60%) of the total health insurance premium and the employee will pay forty percent (40%) of the premium. Any adjustment will be made by January 1 each year.

A Health Insurance Review Committee will be established, comprised of equal Employer and employee representatives. The Insurance Committee shall meet semi-annually or as-needed each year to discuss any and all insurance issues.

The Company will comply with all state and federal laws covering COBRA law.

ARTICLE XXIII - PENSION PLAN

A. Effective June 2, 2012, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of $46.80 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 weekly contribution shall be $48.70. Effective June 2, 2014, the weekly contribution shall be $50.60.

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 Employer's 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 au hority.

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. 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.

ARTICLE XXIV – TOOL INSURANCE

The Company shall maintain an insurance policy or assume the cost risk for loss of employee's personal tools or tool box on Company premises due to theft by break-in and entry (includes Company filing a police report), including fire and explosion or other circumstances acceptable to the Company. The employees must provide a Tool Inventory and pictures of their tools and tool boxes. Coverage will only be on a total loss basis. No coverage for lost or missing tools due to employee neglect.

ARTICLE XXV – ATTENDANCE POLICY

All attendance sheets must be signed by company and employee within 10 business days after occurrence.

Section 1 - Tardiness

A. A tardy occurs any time an employee punches in more than six (6) minutes, but less than two (2) hours after shift begins.

B. Employees are expected to be dressed and ready to work, (1) at shift start; and (2) promptly after each break, including lunch/dinner.

C. All employees will be allowed three (3) occurrences in a rolling twelve (12) month period. After the third occurrence, tardiness and/or late arrivals of more than six (6) minutes, but less than two (2) hours after shift begins will result in the following action:
   4) Verbal Warning
   5) Written Warning
   6) Three Day Suspension Without Pay
   7) Termination

D. If an employee is tardy over two (2) hours, it will be considered an absence occurrence under Section 2.

Labor Agreement

Between

General Teamsters Union
Local 662
Mosinee, WI

And

ROBERTS CONCRETE PRODUCTS

September 1, 2013 through August 31, 2018

ARTICLE 1

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2013, by and between Roberts Concrete Products Company, hereinafter referred to as the Employer, and General Teamsters Local Union 662, Eau Claire, Wisconsin, hereinafter referred to as Local 662" as the Union.

ARTICLE 2

RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for employees in the following classifications certified as follows by the National Labor Relations Board in Case No.: 18-RC-16772: All full-time and regular part-time truck drivers, production employees, general laborers, maintenance employee and assistant manager employed at the Employer's Roberts, Wisconsin facility.

Section 2. The Employer agrees not to enter into any agreement or contract, individually or collectively which any way conflicts with the terms and provisions of this Agreement.

ARTICLE 3

UNION SHOP

All present and future employees covered under this Agreement are required to establish and maintain continuous good standing membership in the Union as a condition of continued employment on and after the 31st day following the effective date of this Agreement or the 31st day following date of hire, whichever is the later, pursuant to applicable law.

ARTICLE 4

PROBATION

Section 1. A new employee shall work under the provisions of this Agreement but shall be employed only on a ninety (90) calendar day trial

Section 2. To be eligible for a paid sick day the employee is responsible for notifying the plant manager at least two (2) hours prior to the start of employee's scheduled shift, employee does not lose a point if they have an earned sick day, if not, employee loses a point. Leaving a message on the company answering machine will satisfy the requirement of notice.

Section 3. Paid sick leave not taken by the end of the year may be accumulated to total seven days or may be paid out at the end of the year at the employee's option, provided the employee selection is made in writing to the Company.

ARTICLE 30

PENSION

Section 1. Effective September 1, 2013, the Employer shall contribute $128.00, effective September 1, 2014, the Employer shall contribute $133.10, effective September 1, 2015, the Employer shall contribute $138.40, effective September 1, 2016, the Employer shall contribute $143.90 and effective September 1, 2017, the Employer shall contribute $149.70 to the Central States Southeast and Southwest Area Pension for all regular full-time and regular part-time employees in the following classifications: drivers, maintenance, assistant plant manager, production/loader operator and night lead man. By execution of this Agreement the Employer recognizes the Central States, Southeast and Southwest Area Pension Fund as the pension fund for covered employees and accepts all obligations set out in the participation agreement.

Section 2. Employees must be on the payroll thirty-one (31) days or more to receive this benefit.

Section 3. Once an employee has Employer contributions made to Central States Pension the employee shall remain in that pension plan regardless of subsequent classification.

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.

Section 5. Action for delinquent contributions will be instituted by the Local Union and/or the Trustees of the Fund. Employers who are delinquent must also pay all attorney fees and cost of collection. Contributions to the Pension Fund must be made for each week on each covered employee, even though such employee may work only part-time under the provisions of this contract, including paid vacations and other paid time off, although contributions may be made for those weeks into some other Pension Fund.

ARTICLE 31

HOURS OF WORK - OVERTIME

Section 1. There shall be no guarantee of hours of work.

Section 2. The work week shall be Monday through Saturday. The Employer shall have the right to change the work week upon mutual agreement with the Union.

Section 3. All employees are required to be at their work stations and begin work at the designated starting times for the beginning of their shifts and at the conclusion of scheduled rest and lunch periods. Employees should not begin work prior to the beginning of the shift without approval from the Employer. An employee who punches in for work and is sent home, due to lack of work, will be paid for a minimum of two (2) hours.

Section 4. All regular employees are allowed an unpaid thirty (30) minute lunch period midway through the shift. All employees are allowed a ten (10) minute rest break midway between the beginning of the shift and the lunch period and a ten (10) minute rest break between the lunch period and the end of the shift.

Section 5. The Employer reserves the right to require the performance of overtime by any bargaining unit employee. Overtime shall be offered on a voluntary basis to employees in order of their seniority with the Company, subject to such employees possessing the necessary qualifications to perform the available overtime work. If the number of volunteers is insufficient to cover the overtime need, mandatory overtime shall be assigned to employees inversely (from the bottom up) according to

ROBERTS CONCRETE PRODUCTS
ACCOUNT NO.: 6799700-0100-662-A

LETTER OF UNDERSTANDING AND AGREEMENT

Effective September 1, 2004, contributions will be remitted to the Central States Pension Fund on behalf of all employees (including part-time and temporary) 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.

The parties agree that Section 6 of Article 30 should be considered null and void.

RO[redacted]

By: [redacted]

Titl[redacted]

Date: 2/21/05

Redacted by U.S. Department of the Treasury

LOCAL UNION NO. 662

[redacted]

Redacted by U.S. Department of the Treasury

Date: 2/9/05

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CONTRACT DEPARTMENT

Agreement Between

Hiland Dairy Foods Company, L.L.C.
Omaha, Nebraska

And

Teamsters Local Union #554

August 12, 2012 to August 15, 2015

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CONTRACT
DEPARTMENT

Application of Master Agreement

The mutual agreements as set forth in this Addendum are made in consideration of the covenants and agreements of each of the parties hereto as contained in the Central Conference of the Teamsters Master Dairy Agreement, by and between Hiland Dairy Foods Company, L.L.C. at the Omaha, Lincoln, Grand Island, West Point and Norfolk, Nebraska: Salina, Kansas, and all Kansas locations, hereinafter called the "Employer" and General Drivers and Helpers Union, Local #554, affiliated with the International Brotherhood of Teamster, hereinafter referred to as the "Union."

Article I

The term "employee" as used in this Addendum shall consist of all regular full time employees, including janitors, transport drivers, wholesale full service drivers, relief drivers and garage employees employed by the Company in the above-mentioned locations and areas served, but excluding any employees who are covered under a separate union contract, office and clerical employees, account salesmen, professional employees and supervisory employees within the meaning of the National Labor Relations Act.

Article II
Check Off

The Employer agrees to make the deductions as provided in Article II of the Master Agreement from the pay of employees who give written authorization. Union dues deductions shall be made on a weekly basis. The Company shall deduct dues in the first four pay periods of each month and remit to the Local Union once per month. The Company agrees to use the electronic injection for billing purposes.

Article III
Management Rights

Section 1. The management of the plant, closing or opening of the plants, transfer of operations, the regulation of outlets, prices or articles to be sold by the Employer, and the direction of the working force, including the right to hire, suspend, or discharge for proper cause, or to transfer, the right to change the starting and finishing time of the particular employees, the right to relieve employees from duty because of lack of work or for other legitimate reasons, is vested exclusively in the Employer; provided, such action by the Employer does not conflict with the provisions of this Addendum or the Master Agreement, except as expressly provided for in this Addendum or the Master Agreement, no employee

Article XXVIII
Pension

Section 1. **Omaha, Grand Island, Lincoln, West Point and Norfolk, Nebraska; Salina, Kansas and all Kansas Branch Employees::** Contributions will be remitted to the Central States Pension Fund on behalf of any employee, including part-time employees, 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.

Effective	$ Per Week Per Employee
August 11, 2012	**$193.10**
August 11, 2013	**$200.80**
August 11, 2014	**$208.80**

Section 2. This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under the Addendum.

Section 3. It is agreed that new employees acquire no right to pension benefits unless and until they are accepted as regular employees and otherwise qualified for such benefits as required by the Pension Plan. Neither do they acquire the right of regular employees under this Contract until they are accepted as such.

Section 4. The Company shall notify the Union promptly, by letter, the names and dates of employment of all new employees and the name and date any employee who leaves the service of the Company. The Company shall also notify the Union of the classification of the new employee as to temporary or regular.

In case of temporary employees, the anticipated length of time of temporary employment will be stated. Employees who either temporarily or in cases of emergency under the terms of this Addendum shall not be covered by the terms of this section.

Section 5. By the execution of this Addendum, the Company authorizes the Employers' Association of the Central States, Southeast and Southwest Areas Pension Plan 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.

The Trustees of said Funds shall determine the kind and type of benefits to be provided for from said funds and the Company shall not be liable or responsible for the payment of any benefits which may be provided for by said Funds, either directly or as a guarantee.

Section 6. 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 said employee for a period of four (4) weeks. If an employee is injured on the job, the Company shall continue to pay the required contributions for said employee 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 leave of absence the employee shall pay to the Company, prior to the leave of absence being effective, sufficient monies to pay the required contribution into the Pension Fund during the period of absence. The Company will in no way be held responsible to the employee or the Pension Fund if the employee fails to deposit sufficient monies with the Company to pay the required contributions.

Article XXIX
Non-Contributory 401K

Employees are eligible to participate in the Teamsters National 401K plan through payroll deduction. Company agrees to schedule time for Prudential consultant to visit employees at all locations.

Article XXX
Route Conversion/Dock Pick-Up

Section I. In the event that a company signatory of this Addendum converts from a wholesale commission rate to a wholesale hourly delivery rate during the terms of this Agreement, thirty (30) days' notice shall be given to the Union of such change and said Company agrees to convert all routes at that location and adopt the prevailing hourly rate provided for in this area Addendum for that market.

Section 2. Should the Employer deem it necessary to offer special prices for dock pickup or volume purchase of the Company's products, wholesale or retail routemen shall not be called upon to deliver such products and the sales of such products and the deliveries thereof shall not be subject to commission payments, provided elsewhere in this Agreement.

ADDENDUM

THIS ADDENDUM, dated the 1st day of June, 2012, by and between Hiland Dairy Foods Company located at 3805 Van Brunt Blvd., Kansas City, Missouri, and St. Joseph, Missouri hereinafter called the Employer, and Teamsters Local #955, Affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Local Union" effective June 1, 2012, as an addendum to the Master Dairy Agreement entered into by the Employer, the Local Union and the Central Conference of Teamsters in Kansas City, Missouri, as of May 1, 2009.

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 production employees, laboratory technicians, garage employees, wholesale route employees, retail route employees and relief employees and lead persons employed at the Employer's plant.

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 representative of the Local Union.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1. Except as herein clearly and explicitly limited in the express provisions of this Agreement, the management and operation of the COMPANY and its plants and properties, the direction of the working force and maintenance of discipline and efficiency are vested exclusively in the COMPANY, whose sole discretion and judgment shall control as to the selection and retention of employees and the plant or location, work, equipment and duties to which they are assigned, or reassigned from time to time. All management functions and prerogatives which the COMPANY has not expressly modified or restricted by specific provisions of this Agreement are retained and vested exclusively in the COMPANY. And, as herein explicitly limited in the express provisions of this Agreement, the COMPANY specifically reserves the exclusive right in accordance with its sole judgment and discretion, including but not limited to, the following:

To hire, layoff, recall, transfer, promote, demote, discipline, suspend and discharge employees; to determine the existence or non-existence of facts which are the basis of management decisions; to determine the extent and location of the COMPANY'S operations and the extent to which the plant shall operate or be shut down and the work discontinued or transferred outside the bargaining unit; to determine when any part of any operation shall function or be halted; to regulate the quality and quantity of production; to determine the location of work within the plant or the site of the plant; to determine the size of work force and assignment of work; to introduce new or improved methods, equipment or facilities and discontinue processes or their performance by employees for business reasons; to transfer out any or all types of work, including production,

ARTICLE 16

PHYSICAL EXAMINATION

Section 1. The Local Union and the Employer agree that the Employer pays for all required examinations. The employee will not be required to take physical examination on his or her own Time

ARTICLE 17

HEALTH AND WELFARE PROGRAM

Section 1. The company shall provide all employees the Roberts Dairy Company $1000 PPO Plan, Dental and Vision benefits at no cost. Employees may select the $500.00 PPO Plan, Dental and Vision by paying 10% of the premium cost or select the $300.00 PPO Plan, Dental and Vision by paying 13.3 % of the premium cost. (The $500 and $300 plans will be subject to annual medical inflations cost capped at 12%) Each year employees will be able to change the plan they are enrolled in during the fall open enrollment and effective the first of the New Year (Effective 1-1-2014). The Company will provide Short Term Disability at $350.00 per week for the maximum of twenty-six (26) weeks.
The employee will continue to be covered under the Health, Dental and Vision Plan they are enrolled in for the period covered by the Short Term Disability.

Current retirees will continue under their plan. Employees retiring whose age is 57 or older with 7 years of service with Hiland Dairy Company and eligible for benefits under the Teamsters Pension Plan will be eligible to continue coverage at the rate of $100.00 per month for the 300 plan, or $50.00 per month for the 500 plan or the 1000 plan for free until they become eligible for Medicare. In addition the company will continue surviving spouse benefits under the same provisions as the C-4 plan.

ARTICLE 18

PENSION

Section 1. The Employer agrees to contribute to the Central States, Southeast and Southwest Area Pension Fund as follows for each employee after thirty (30) days employment:

Effective 6-2-12	$193.10
Effective 6-2-13	$200.80
Effective 6-2-14	$208.80

Rates are per week per employee.

ARTICLE 28

TEMPORARY TRANSFER

Section 1. The Company shall have the right to temporarily transfer a qualified employee (starting with the junior qualified employee) from one job to another job on a daily basis for up to one (1) week to cover for absenteeism. Such transfer must be on the same shift as the transferred employee's regular shift. The transferred employee shall be paid the rate of their regular job or the rate of the vacancy filled, whichever is greater. If the vacancy is known to extend beyond one (1) week, the Company will initiate a verbal quick bid to the senior qualified employees. Any openings not filled by such bid shall be filled by the Company by either overtime or temporary personnel or junior qualified employee. Upon the return of the absent employee to their former position, all other affected employees will return to their respective positions.
If senior employees are absent on the day of the quick bid, they will be called at their contact number.

ARTICLE 29

TERMINATION OF ADDENDUM

This addendum is entered into in good faith to become effective June 1, 2012, and to continue in full force and effect until June 1, 2015, and from year to year thereafter, unless written notice of a desired change is given by either the Local Union or the Employer sixty (60) days prior to June 1st of any year.
This addendum is retroactive to June 1, 2012.
In witness whereof the parties hereto have executed this addendum this 4 day of April 2014.

HILAND DAIRY

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

TEAMSTERS LOCAL # 955
Affiliated with the International Brotherhood of Teamsters

Redacted by U.S. Department of the Treasury

HILAND DAIRY

Kansas City

and

TEAMSTERS LOCAL # 41

Affiliated with the International Brotherhood of Teamsters

Kansas City

June 1, 2012 - June 1, 2015

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CONTRACT
DEPARTMENT

ADDENDUM

THIS ADDENDUM, dated the 1st day of June, 2012, by and between Hiland Dairy Company located at 3805 Van Brunt Blvd., Kansas City, Missouri, Topeka, Kansas and St. Joseph, Missouri hereinafter called the Employer, and Teamsters Local #41,Affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Local Union" effective June 1, 2012, as an addendum to the Master Dairy Agreement entered into by the Employer, the Local Union and the Central Conference of Teamsters in Kansas City, Missouri, as of May 1, 2009.

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 production employees, laboratory technicians, garage employees, wholesale route employees, retail route employees and relief employees and lead persons employed at the Employer's plant.

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 representative of the Local Union.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1. Except as herein clearly and explicitly limited in the express provisions of this Agreement, the management and operation of the COMPANY and its plants and properties, the direction of the working force and maintenance of discipline and efficiency are vested exclusively in the COMPANY, whose sole discretion and judgment shall control as to the selection and retention of employees and the plant or location, work, equipment and duties to which they are assigned, or reassigned from time to time. All management functions and prerogatives which the COMPANY has not expressly modified or restricted by specific provisions of this Agreement are retained and vested exclusively in the COMPANY. And, as herein explicitly limited in the express provisions of this Agreement, the COMPANY specifically reserves the exclusive right in accordance with its sole judgment and discretion, including but not limited to, the following:

To hire, layoff, recall, transfer, promote, demote, discipline, suspend and discharge employees; to determine the existence or non-existence of facts which are the basis of management decisions; to determine the extent and location of the COMPANY'S operations and the extent to which the plant shall operate or be shut down and the work discontinued or transferred outside the bargaining unit; to determine when any part of any operation shall function or be halted; to regulate the quality and quantity of production; to determine the location of work within the plant or the site of the plant; to determine the size of work force and assignment of work; to introduce new or improved methods, equipment or facilities and discontinue processes or their performance

and Vision by paying 10% of the premium cost or select the $300.00 PPO Plan, Dental and Vision by paying 13.3 % of the premium cost. (The $500 and $300 plans will be subject to annual medical inflations cost capped at 12%) Each year employees will be able to change the plan they are enrolled in during the fall open enrollment and effective the first of the New Year (Effective 1-1-2014). The Company will provide Short Term Disability at $350.00 per week for the maximum of twenty-six (26) weeks.

The employee will continue to be covered under the Health, Dental and Vision Plan they are enrolled in for the period covered by the Short Term Disability.

Current retirees will continue under their plan. Employees retiring whose age is 57 or older with 7 years of service with Roberts Dairy Company and eligible for benefits under the Teamsters Pension Plan will be eligible to continue coverage at the rate of $100.00 per month for the 300 plan, or $50.00 per month for the 500 plan or the 1000 plan for free until they become eligible for Medicare. In addition the company will continue surviving spouse benefits under the same provisions as the C-4 plan.

ARTICLE 18

PENSION

Section 1. The Employer agrees to contribute to the Central States, Southeast and Southwest Area Pension Fund as follows for each employee after thirty (30) days employment:

Effective 6-2-12	$193.10
Effective 6-2-13	$200.80
Effective 6-2-14	$208.80

Rates are per week per employee.

ARTICLE 19

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. All Ice Cream cabinets in retail trucks must be bolted.

Section 2. Both the Employer and the Union subscribe to and fully support the purpose and principles of the Williams-Stieger 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 the Employer relative to health and safety and any employee who disregards such rules or creates unsanitary or unsafe conditions for themselves or other employees will be subject to discipline pursuant to the terms of this Agreement.

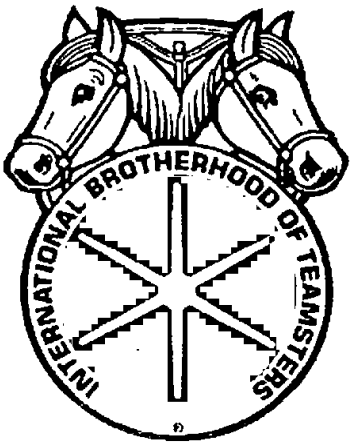
Rules made and established by the Employer shall not be inconsistent with the terms and conditions of this Agreement.

Agreement

between

and

Teamsters Local Union No. 120



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CONTRACT DEPARTMENT

March 28, 2012 - March 28, 2017

ADDENDUM

THIS ADDENDUM, made and entered into by and between Roberts Dairy, Des Moines, Iowa, party of the First Part, hereinafter known as the Employer, and Teamsters Local Union 120, affiliated with the International Brotherhood of Teamsters, party of the Second Part, hereinafter known as the Union. This Addendum shall be a part of the Central States Area Master Dairy Agreement of the International Brotherhood of Teamsters, dated May1, 2009 to April 30, 2014.

ARTICLE 1 RECOGNITION

1.1 The Employer recognizes the Union as the collective bargaining agent for all Production and Maintenance employees, Working Foreman, Truck Drivers, Route Salesmen and Garage Mechanics, excluding office and clerical employees, laboratory (non-production) technicians, account salesmen, professional employees, watchmen, guards and supervisor employees, as defined by the Labor Management Act of 1947, as amended.

1.2 The fact that any employee is or becomes financially interested or a stockholder or officer of the Employer does not exempt said employee from becoming part of this Agreement, provided such employee performs work covered by these Articles of Agreement.

ARTICLE 2 MANAGEMENT'S RIGHTS

2.1 The Union recognizes that the management of the Business and the Plant and the direction of the working force is vested exclusively in the Employer and agrees that the Employer shall have the sole and exclusive right to direct the operation of the Employer and the work the employees not in conflict with this Agreement. The Employer shall have the exclusive right, among others to: establish and maintain rules and regulations not in conflict with this Agreement covering the operation of the Employer's plant and the conduct of its employees, to hire, discharge for just cause; to determine the products to be stored or processed and to prescribe the schedule of production and distribution, and the methods and processes thereof, except as specified in this Agreement. The terms and conditions of this contract may be suspended during natural disasters and acts of God, such as floods, fire, blizzards, power outages, ect. when it is outside the control of the Company.

ARTICLE 3 NON-DISCRIMINATION

3.1 The Employer and the Union shall agree that under the provisions of this Agreement, there will be no discrimination in accordance with Federal and State laws, because of race, age, color, religion, sex disability or national origin. Wherever reference is made to the male gender it shall also mean female gender.

ARTICLE 44 PENSION

44.1 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 regular full-time employee in the bargaining unit after thirty (30) days, for Contribution Class 17B. Effective 3/28/12 the contribution rate shall be raised to Two Hundred dollars and eighty cents ($200.80) per week. Effective 3/28/13 the contribution rate shall be Two Hundred Eight Dollars and eighty cent ($208.80) per week. Effective 3/28/14 the contribution rate shall be Two Hundred Seventeen Dollars and Twenty Cents ($217.20) per week. Effective 3/28/16 the contribution rate shall be Two Hundred Twenty Five Dollars and Ninety Cents ($225.90) per week.

44.2 Notwithstanding anything in any Pension Trust Agreement covering said Pension Plan to the contrary, it is understood and agreed: (1) that the Employer make no commitment with respect to the level of benefits which shall be provided by said Pension trust Fund and that the total expense to be incurred by the Employer with respect to said Pension trust Fund shall be the amounts of the weekly contributions to said Fund: (2) that the obligation of the Employer in making said contributions is conditioned upon said Pension Trust and Fund meeting the requirements of the Labor Management Relations Act as amended, and any other laws, state or federal not in effect or which may hereafter be enacted affecting such Pension Trust or Fund: (3) that the obligation of the Employer is making such contribution is further conditioned upon qualification and approval of the said Pension Trust and Fund by the United States Treasury Department and that the Pension Trust and Fund meets the applicable requirements of the Revenue Code, to the end that the Employer contributions to the said Pension Fund will be tax deductible.

44.3 If any employee is granted a leave of absence, the employee shall pay to the Employer prior to taking his leave of absence, a sum of money sufficient to pay the weekly payment into the Pension Fund during the entire period of absence. The Employer will in no way be held responsible to the employee or to the Pension fund if the employee fails to deposit sufficient monies with the Employer to pay the required contributions during his period of absence.

44.4 It is understood by and between the parties that the practice of the Employer concerning payments towards pension contributions shall continue as per said practice. This practice is specifically set forth as follows:

The employer agrees to continue the following contributions employees who are unable to work for medically related reasons in the following amounts:

Pension contributions five (5) weeks.

AGREEMENT

between

ROBINSON CARTAGE COMPANY

and

GENERAL TEAMSTERS LOCAL UNION NO. 406

affiliated with the
International Brotherhood of Teamsters

August 2, 2013 - - - August 1, 2018

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AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of August, 2013, by and between **ROBINSON CARTAGE COMPANY,** located at Grand Rapids, Michigan, hereinafter termed the "Employer," and **GENERAL TEAMSTERS UNION, LOCAL NO. 406** affiliated with the International Brotherhood of Teamsters, hereinafter termed the "Union."

PURPOSE AND INTENT

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 the employees of the Employer; facilitating peaceful adjustments 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

Section 1.1. Collective Bargaining Unit. 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 Schedules A, B and C.

ARTICLE 2
UNION SECURITY AND CHECKOFF

Section 2.1. 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 Local 406 no later than either the 31st day following the beginning of their employment or the 31st day following the effective date of this Agreement, whichever is later.

Under the Michigan "Freedom to Work" law, membership in the Union is voluntary. While that law remains in effect, all employees have the right to join, not join, maintain or drop their membership in the Union as they see fit, subject to such standards as the Union may lawfully impose. No employee is required to provide financial support to the Union except as a voluntary member of the Union. However, nothing in this Agreement is intended to provide non-members with rights customarily and lawfully limited to Union members.

If it becomes lawful to do so during the term of this Agreement, the Employer agrees that as a condition of continued employment, all present and future employees covered by this Agreement shall thereafter become and remain members in good standing of Local 406 no later than either the 31st day following the beginning of their employment or the 31st day following the effective date of the change in the law, whichever is later.

shall be considered a voluntary quit. A leave of absence without pay may be granted to any employee for inability to work because of proven sickness or injury and shall not result in the loss of seniority rights, up to a maximum of two (2) years, and the employee shall not be considered a voluntary quit.

b. It shall be the employee's obligation during any leave to pay the required Health and Welfare and Pension payments in order to continue these benefits. The employee must make suitable arrangements with the Employer for making these payments prior to the employee being granted a leave of absence by the Employer.

Section 8.2. Union Leave. 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 to 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, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

Section 8.3. Military Leave. Any employee on the seniority list inducted into military, naval, marine, or air service under the provisions of any Federal Selective Service Training Statute and amendments thereto, or any similar act in time of national emergency, respectively, shall be reemployed upon termination of such service 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.

Membership in the Union is voluntary. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit, subject to such standards as the Union may lawfully impose. No employee is required to provide financial support to the Union except as a voluntary member of the Union. However, nothing in this Agreement is intended to provide non-members with rights customarily and lawfully limited to Union members.

As the exclusive bargaining representative of employees in the bargaining unit described in Article 1, the Union is required to fairly represent all bargaining unit employees without regard to whether or not they are members of the Union or providing any financial support to the Union.

ARTICLE 9
HEALTH, WELFARE AND PENSION

Section 9.1. Health and Welfare. 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, B, or C attached, a contribution to provide Key I group health coverage, group life insurance coverage with a $30,000 death benefit, and group

accident and health insurance coverage with a $350.00 weekly benefit, in the amount determined by the Fund but not to exceed the following:

$363.20..... August 2, 2013
$358.95 .....February 16, 2014
$383.80..... March 30, 2014
$404.40..... March 29, 2015
$421.55.....April 3, 2016
MOB..... April 2, 2017
MOB..... April 1, 2018

Weekly contributions for an employee covered by this Agreement or for an Owner Operator covered by Schedule "C" will begin after the individual has been on the Employer's payroll for sixty (60) calendar days, or any later date set by the Trustees of the Fund.

Section 9.2. Pension. The Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund, for each employee covered by this Agreement who in on the regular seniority list, unless otherwise specified in Schedule A, B or C attached, a weekly contribution to provide pension fund participation in the amount of:

$258.50.....August 1, 2013
$274.00.....April 1, 2014
$290.40.....April 1, 2015
$302.00.....April 1, 2016
$314.10 .....April 1, 2017
$326.70 .....April 1, 2018

Section 9.3. All payments into the welfare and pension funds must be made within the time limits contained in the applicable participation agreements, and shall be remitted to the bank(s) which the trustees of the Michigan Conference of Teamsters Welfare Fund and the Central States, Southeast and Southwest Areas Pension Fund identify from time to time as depository for the respective funds.

Section 9.4. Contributions to the welfare fund and the pension fund must be made for each week on each regular employee, even though such employee may work only part time under the provisions of this Agreement, including paid vacations and weeks where work is performed for the Employer but not under the provisions of this Agreement and although contributions may be made for those weeks into some other welfare and pension funds. 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 9.5. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the Health & Welfare and Pension Funds for a period of up to four (4) weeks after the week of injury or illness or the duration of the employee's disability, whichever is shorter.

Section 9.6. If an employee is injured on the job, the Employer shall continue to make the required contributions to the Health and Welfare and Pension Funds for a period of up to twenty-six (26) weeks or the duration of the employee's disability, whichever is shorter.

Section 9.7. In those instances where the Employer is involved in an "owner-operators" arrangement, there shall be no deduction from equipment rental of the owner-operators by virtue of the contributions made to the welfare and pension funds, regardless of whether the manner of computation is at the minimum rate, or more, and regardless of the manner of the computation of the owner-driver compensation.

Section 9.8. 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 welfare and 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 delinquencies in the 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. 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 that legal action is instituted, the Employer shall be responsible for all attorney fees and costs of such legal action.

Section 9.9. 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.

ARTICLE 10
EQUIPMENT ACCIDENTS AND REPORTS

Section 10.1. Unsafe Equipment. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances 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 10.2. Accident Reports. Any employee involved in any accident shall report said accident and any physical injury sustained immediately. When required by the Employer, the employee, before starting his next shift, shall make out an accident report, in writing, on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 10.3. Equipment Reports.

a. Employees shall report all defects of equipment immediately or at the end of their shifts. 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

READY-MIX CONCRETE AGREEMENT

EFFECTIVE DATE: 04/30/15

EXPIRATION DATE: 04/29/20

Between

ROCK RIVER READY MIX

and

TEAMSTERS LOCAL UNION NO. 722
LASALLE, ILLINOIS

Affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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CONTRACT
DEPARTMENT

THIS AGREEMENT made and entered into by and between

ROCK RIVER READY-MIX COMPANY

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hereinafter called the "Employer" and GENERAL TRUCK DRIVERS, AUTOMOTIVE WORKERS, GAS STATION ATTENDANTS, RETAIL DELIVERY DRIVERS, DAIRY, HEALTH CARE AND PUBLIC EMPLOYEES LOCAL UNION NO. 722, or its successors, an affiliate of the International Brotherhood of Teamsters, hereinafter called 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 within the following job classifications: Sand & Gravel Maintenance; Welders; Drivers on Six Wheelers, Four Wheelers, Pick-ups and Semi-Trailers & Dump Trucks; Mechanics and End Loader Operators.

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 of this Agreement.

The failure of any person to become a member of the Union at such required time shall obligate the Employer, upon written notice from the Union to such effect, and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership as required herein shall obligate the Employer to discharge such person upon written notice to the Employer by the Union.

Section 3. The union will hold and save harmless the Employer from any loss by way of damage, back pay awards or otherwise, arising out of a wrongful discharge of any employee required by the Union pursuant to the provisions of this Article.

ARTICLE 13
PENSION

Section 1. Effective April 27, 2015, the Employer shall contribute for the life of this agreement to the Central States Southeast and Southwest Areas Pension Fund the sum of Two Hundred Ninety and forty cents ($290.40) 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 April 27, 2016, the weekly contributions shall be increased to Three Hundred Two Dollars ($302.00) per employee. Effective April 27, 2017, the weekly contributions shall be increased to Three Hundred Fourteen Dollars and Ten Cents ($314.10) per employee. Effective April 27, 2018, the weekly contributions shall be increased to Three Hundred Twenty Six Dollars and Seventy Cents ($326.70) per employee. Effective April 27, 2019, the weekly contributions shall be increased to Three Hundred Thirty Eight Dollars ($338.00) 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 employees 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 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 collections. Employers responsibility ceases after each contribution is made to the designated fund.

ARTICLE 14
DISCHARGE OR SUSPENSION

No employee shall be disciplined or discharged without sufficient cause.

ARTICLE 14
VACATIONS

Section 1. Employees covered by this Agreement will receive paid vacation of one (1) week after one (1) year of service, two (2) weeks after three (3) years of service and three (3) weeks after seven (7) years of service.

Section 2. Vacation shall be considered as earned in the anniversary date of the employment of the employee, but the taking of such vacation shall be during the months of December, January, February and March, unless otherwise agreed to between the Employer and the employee.

Section 3. Vacation shall be granted by seniority but not more than one (1) employee from each plant location shall be on vacation at a time, unless by mutual consent.

Section 4. When a holiday occurs during a vacation period, the employee shall receive one (1) extra day.

Section 5. For all new employees hired after April 30, 2005 they will receive paid vacation of one (1) week after three (3) years of service, two (2) weeks after six (6) years of service, and three (3) weeks after ten (10) years of service.

Section 6. Not withstanding the provisions in Sections 1 and 5 above, no employee will earn a vacation for any year in which he worked fewer than 1000 hours.

ARTICLE 16
FUNERAL LEAVE

In the event there is a death in the immediate family of an employee which requires his absence from work, such employee shall be granted two (2) days off without loss of pay for the regular days in which he would have worked but for this absence to attend the funeral. The immediate family shall include wife, son, daughter, mother, father, sister, brother, grandparents, mother-in-law and father-in-law.

INTRODUCTION

THIS AGREEMENT, signed this 28 day of November, 2011 and Effective the date of October 1, 2011, by and between:

Rocky Produce Company
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 called the **Union**.

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

WITNESSETH:

ARTICLE I

RECOGNITION, UNION SHOP AND DUES

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

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

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

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Section 5. Casual Labor: The Union acknowledges the right of the Employer to utilize casual labor in order to complete the Employer's work where regular 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.

Section 6. Summer Help: The Employer will have the right to hire summer help during the period from May 1 through September 30. Individuals hired as summer help will not be required to join the Union. An individual hired as summer help who works beyond September 30, unless otherwise mutually agreed by the Union and the Employer, will be hired as a probationary employee under the terms of this contract.

ARTICLE XVI

HEALTH AND WELFARE AND PENSION

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund, for each employee covered by this Agreement who is on the regular seniority list as of September 30, 2011, unless otherwise specified in Schedule "A" attached, a contribution for the Key 1, Plan 245:

$314.65 per week	Effective as of 09-25-2011

As of October 30, 2011, the plan shall switch to Key 1, Plan 233 with the elimination of retiree medical benefits and the Employer shall pay:

$274.65 per week	Effective as of 10-30-2011
$289.50 per week	Effective as of 04-01-2012
$314.65 per week	Effective as of 03-31-2013
$336.85 per week	Effective as of 03-30-2014
M.O.B. per week	Effective as of 03-29-2015
M.O.B. per week	Effective as of 04-03-2016

Effective October 30, 2011, employees shall contribute 5% of the health care premium, per week, for the first and second years of the contract, and 10% of the health care premium, per week, for the third, fourth and fifth years of the contract. Employee contribution payments to the Employer for healthcare will be through weekly payroll deduction.

For employees hired on or after October 1, 2011, the Employer agrees to pay for Key 4, Plan 684:

$225.25 per week	Effective 10-01-2011
$235.05 per week	Effective 04-01-2012
$250.00 per week	Effective 03-31-2013
$269.85 per week	Effective 03-30-2014

M.O.B. per week	Effective 03-29-2015
M.O.B. per week	Effective 04-03-2016

The employee pre-tax contribution shall be 10% of the weekly premium. Employee contribution payments to the Employer for healthcare will be through weekly payroll deduction.

Provided, further, that the Union agrees that if any of the above-listed contribution rates are reduced in their amount, the Employer will have the full benefit of paying the reduced amount. The Union also agrees that it will cooperate with the Employer and take those actions necessary, including the signing of new and/or revised Participation Agreements in order for the Employer to have the full benefit of the reduced contribution rate.

All payments into the Welfare Fund must be made within fifteen (15) days from the end of each calendar month to CHASE, which has been made depository for the Michigan Conference of Teamsters Welfare Fund.

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

$243.90 per week	Effective as of 04-01-2011
$258.50 per week	Effective as of 04-01-2012
$268.80 per week	Effective as of 04-01-2013
$279.60 per week	Effective as of 04-01-2014
$290.80 per week	Effective as of 04-01-2015
$302.40 per week	Effective as of 04-01-2016

All payments into the Central States, Southeast and Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month to:

Mellon Bank, Central States Funds, Dept. 10291, Palantine, IL 60055-0291

Contributions to the Health and Welfare Fund and to the Pension Fund must be made for each week on each regular employee, even though such employee may work only part time under the provisions of this Agreement, including paid vacations and weeks where work is performed for the Employer but not under provisions of this Agreement, and although contributions may be made for those weeks into some other Health and Welfare Fund and/or Pension Fund.

Employees who work either temporarily or in cases of emergency under the terms of this Agreement will not be covered by the provisions of this Article.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer will continue to make the required contributions to the Health and Welfare Fund and Pension Fund for a period of four (4) weeks. If an employee is injured on the job, the Employer will continue to pay the required contributions until such employee returns to work; however, such contribution will not be paid for a period of more than twelve (12) months.

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

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

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

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

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

ARTICLE XVII

PAID FOR TIME

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

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

invalid or as to which compliance with or enforcement of has been restrained, will not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby will enter into immediate collective bargaining negotiations, upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party will be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Contract to the contrary.

ARTICLE XXVII

TERMINATION OF AGREEMENT

Section 1. This Agreement will be in full force and effect from October 1, 2011 to and including October 1, 2016 and will continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to October 1, 2016 or October 1st of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties will be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 3. It is understood and agreed between the parties that the provisions contained in Schedule "A" hereto attached may be reopened for negotiations between the parties as of October 1, 2016, provided that the party desiring to reopen serves notice in writing upon the other party at least sixty (60) days prior to October 1, 2016. If no such notice is given, the said Schedule "A" will continue on from year to year. In the event the parties cannot agree upon the requested revisions in Schedule "A", the Union will have the right to strike in support of its demands notwithstanding any provisions of this Contract to the contrary.

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

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

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

COMPANY

ROCKY PRODUCE COMPANY

BY Redacted by U.S. Department of the Treasury

UNION

LOCAL UNION NO. 337
Affiliated With The
International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America

BY Redacted by U.S. Department of the Treasury

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ROCKY PRODUCE, INC.
ACCOUNT NO.: 6839309-0108-337B

LETTER OF UNDERSTANDING AND AGREEMENT

Effective March 1, 2007, contributions will be remitted to the Central States Pension Fund on behalf of any employee, other than a casual, part-time and summer help 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 and summer help employee (summer defined as employees hired to work between May 1 and September 30) 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, non-part-time and non-summer help employees.

Redacted by U.S. Department of the Treasury

Date: 2-27-07

LOCAL UNION NO. 337

By Redacted by U.S. Department of the Treasury

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Date: 2/26/07

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AGREEMENT

By and between Rogers Electric Supply and Teamsters Local Union No. 247 an Affiliate of the International Brotherhood of Teamsters

Effective April 1, 2014 – March 31, 2017

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of March, 2014, by and between the Rogers Electric Supply located at 12745 Prospect, P.O. Box 806, Dearborn, Michigan, 48121, 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 maintaining a uniform wage scale, working conditions and hours of the employees of the Employer, and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and its employees and of promoting and improving peaceful industrial and economic relations between the parties.

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 the Union, 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 Employer 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.

Section 3. When the Employer needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applications, 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 all employees covered by this Agreement, dues and initiation fees of the Union having jurisdiction over such employees, and agrees to remit to the Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

Section 5. Deductions will be made from the first pay period of each month.

Section 6. <u>Delinquencies</u>: Dues unpaid because the employee had no earnings the first (1st) pay period of the month will be deducted from earnings in the succeeding month.

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 Union.

Section 3. The authority of the Union stewards shall be limited to acts or functions pertaining to Union business only which said stewards are expressly authorized to perform by the Executive Board of the Union.

Section 4. Upon request by the Employer by telephone, telegram, or registered letter, the Union agrees to immediately post a notice on the premises of the Employer notifying the employees that the slowdown, suspension of work, or other unified work stoppage has not been authorized by the International Brotherhood of Teamsters or the Union, or any other officers and further stating that the employees are in violation of the provisions of this Agreement unless they return to work, or remain at work.

ARTICLE 11
HEALTH AND WELFARE AND PENSION

Section 1. Health and Welfare: The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund (MCTWF), for each employee covered by this Agreement who is on the regular seniority list a weekly contribution of:

Effective Date	Total Contribution	Employer's Portion	Employee's Co-pay	Plan Code
3/30/14	$385.00	$330.71	$54.79	102
4/13/14	$380.50	$325.71	$54.79	112
3/29/15	$401.10	$336.01	$65.09	112
4/3/16	$418.25	$344.59	$73.66	112

The total weekly employee co-pay contribution amount, as stated above shall be deducted from the employees' wages.

If there is an enforceable increase to the MCTWF rate, said increase shall be paid for by the employee, through payroll deduction. If there is a decrease in the MCTWF rate, that amount shall reduce the employee's co-pay, for that time period.

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 N.A, which bank has been made depository for the Michigan Conference of Teamsters Welfare Fund.

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 a contribution which shall not exceed:

Effective Date:	Total Contribution Amount:	Employer's Portion:	Employees Co-pay:
4/1/14	$140.20	$110.41	$29.79
4/1/15	$148.60	$114.61	$33.99

4/1/16	$154.50	$117.56	$36.94

The total weekly employee co-pay contribution amount, as stated above, shall be deducted from the covered employee's wages.

If there is an enforceable increase or increases to the amount of the weekly pension contributions per week, for any reason whatsoever, including but not limited to, the provisions of the Fund Trust Agreement or regulations, any pension fund surcharges or other surcharges, ERISA, the Pension Protection Act or any contribution agreement with the pension fund, that increase or increases shall be paid by the employees, through payroll deductions. If there is an enforceable decrease, as to the amount of the weekly pension contribution during the period of this Agreement, that difference will be paid to the employee, monthly, in a lump sum payment, less required withholdings. Any increase after March 29, 2014, will be subject to labor negotiations for the period after that date and the stated amount shall not change until the conclusion of those negotiations. This provision shall be applicable whether set forth in any pension form or agreement with the pension fund concerning the Employer's obligation to make contributions to the pension fund.

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 Pension Funds, Dept. 10291, Palatine, IL 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 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 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 to the pension fund for a period of four (4) 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 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 twelve (12) months.

In those instances where the Employer is involved in an owner-operator arrangement, there shall be no deduction from equipment rental or owner-operators by virtue of the contributions made to the MCTWF and 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 MCTWF and/or pension fund, in accordance with the rules and regulations of the trustees of such funds and after

the proper officials of the Union shall have given seventy-two (72) hours' notice to the Employer of such delinquency in the MCTWF and pension fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

It is agreed that the MCTWF 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 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.

It is further agreed that in the event the Union, MCTWF or pension 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.

ARTICLE 12
PICKET LINE

Section 1. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuse to go through or work behind any primary picket line, including the primary picket line of unions party to this Agreement, and including primary picket lines at the Employer's place of business.

Section 2. It shall not be a violation of this Agreement and it shall not be a cause of discharge or disciplinary action if any employee refuses to perform any service which, but for the existence of a controversy between a labor union and any other person (whether party to this Agreement or not), would be performed by the employees of such person.

Section 3. Grievances: Within five (5) working days of filing of grievance claiming violations of this Article, the parties to this Agreement shall proceed to the final step of the grievance procedure, without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding.

Section 4. Sympathetic Action: In the event of a labor dispute between the Employer or Union, party to this Agreement, during the course of which such Union engages in lawful economic activities which are not in violation of this Agreement, then, any other affiliate of the International Brotherhood of Teamsters having any agreement which the Employer shall have the right to engage in lawful economic activity against such Employer in support of the Union which is party to this Agreement, notwithstanding anything to the contrary in the Agreement between such Employer and such other affiliate.

ORIGINAL

Agreement

Between

Roger's Redi Mix

AND

Teamsters, Automotive, Petroleum and Allied Trades

Local Union NO. 50

RECEIVED

JAN 0 8 2013

CONTRACT
DEPARTMENT

July 1, 2011 – June 30, 2014

AGREEMENT

BUILDING MATERIAL AND MIXER DRIVERS

ST. CLAIR, MONROE, RANDOLPH COUNTIES
AREA AGREEMENT
WITH
CENTRAL STATES PENSION

THIS AGREEMENT made and entered into by and between BUILDING MATERIAL AND MIXER DRIVERS OF ST. CLAIR, MONROE, RANDOLPH COUNTIES, ILLINOIS AND VICINITY, Party of the First Part, hereinafter called the Employer, and/or its successors, and TEAMSTERS, AUTOMOTIVE, PETROLEUM AND ALLIED TRADES, LOCAL UNION NO. 50, Belleville, Illinois, Party of the Second Part, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, and/or its successors, hereinafter called the Union.

The purpose of this Agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure prompt and fair disposition of grievances, and to eliminate interruptions of work and interference with the efficient operation of the Company's business.

ARTICLE I – RECOGNITION

Section 1. The Company agrees to recognize, and does hereby recognize, the Union, its agents, representatives, or successors as to 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 dump truck drivers, mixer drivers, yardmen and helpers.

Section 3. The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.

Section 4. The Company agrees that it will not sponsor or promote, financially or otherwise, any group or labor organization for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in the Union.

materials in the construction project, or the stockpiling of material when the total tonnage of said material exceeds fifty (50) tons. Products or merchandise delivered to or from other Locals jurisdiction by members of Teamsters Local 50 from Employer's place of business shall not come within the scope of this Article.

The Employers agree to respect the jurisdictional rules of the Union and shall not direct or require their employees or persons other than employees in the bargaining units herein involved to perform work which is recognized as the work of employees in said units. This is not to interfere with bona fide Contracts with bona fide Unions

ARTICLE XX – SAVINGS CLAUSE

It is the intention of the parties hereto to comply with all applicable provisions of State or Federal law, and they believe that each and every part of this contract is lawful. All provisions of this contract shall be complied with unless any of such provisions shall be declared invalid or inoperative by any Court of last resort and final jurisdiction. In such event, the Union or Employer may, at its option, require renegotiation of such invalid provisions for the purpose of adequate replacement thereof, reserving the right of legal recourse in the event agreement cannot be reached in such negotiations, or the Union or Employer may, at its option, declare the entire Agreement at an end.

ARTICLE XXI – PENSION

For the term of this Agreement: Roger's Redi-Mix, Inc.; shall contribute the following rates to the Central States, Southeast and Southwest Areas Pension Fund. And during the term of this Agreement.

Section 1. Effective July 1, 2011, 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 per employee.

Effective July 1, 2012, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of One Hundred Ninety Three Dollars and Ten Cents ($193.10) per week per employee.

Effective July 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 per employee.

Section 2. By the execution of this Agreement the Employer authorizes the Employer's Association which are parties hereto to enter into appropriate Trust Agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 3. If an employee is 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, said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 4. There will be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension 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 5. Contributions to the Pension Fund must be made for each week on each regular employee who has worked 30 days or longer. Employees, who work either temporarily or in cases of emergency under the terms of this contract, shall not be covered by the provisions of this paragraph.

Section 6. The Employer shall be required to make contributions to the Central States, Southeast and Southwest Areas Pension Fund if an employee works any part of two (2) days in any one week. Only full vacation weeks shall count as time worked for these purposes, otherwise an employee must work any portion of two (2) days in a payroll week.

ARTICLE XXII – HEALTH & WELFARE

Section 1. Effective as of date of enrollment, and for the remaining term of this Agreement, the employer will participate in the Midwestern Teamsters Health and Welfare Trust (plan 559). The following contributions shall be paid per week for each employee covered by this Agreement who has worked forty five (45) days worked or more and who is a regular extra employee.

Effective July 1, 2011, the Employer shall contribute to the Midwestern Teamsters Health and Welfare Trust Fund the sum of One Hundred Ninety Four Dollars ($194.00) per week.

Effective July 1, 2012, the Employer shall contribute to the Midwestern Teamsters Health and Welfare Trust Fund the sum of Two Hundred Twenty Two Dollars ($222.00) per week.

Effective July 1, 2013, the Employer shall contribute to the Midwestern Teamsters Health and Welfare Trust Fund the sum of Two Hundred Fifty Four Dollars ($254.00) per week.

Only full vacation weeks shall count as time worked for these purposes, otherwise an employee must work any portion of two (2) days in a payroll week.

ORIGINAL

ROGERS READY - MIX & MATERIALS Inc.

AND

TEAMSTERS LOCAL UNION NO. 325

AFFILIATED WITH THE INTERNATIONAL BRETHERHOOD OF TEAMSTERS

JUNE 1, 2012 THRU MAY 31, 2015

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CONTRACT DEPARTMENT

AGREEMENT AND WAGE SCALE

This Agreement, made and entered into by and between the General Chauffeurs, Helpers and Salesdrivers Local Union No. 325, Rockford, Illinois, affiliated with the International Brotherhood of Teamsters, sometimes hereinafter referred to as the "Union" and Rogers Ready Mix, sometimes hereinafter referred to as the "Employer".

ARTICLE 1 – INTENT OF AGREEMENT

Section 1. The purpose of this Agreement is to establish the 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 Employer may secure sufficient capable workmen and workmen may have as much continuous employment as possible, so that stable conditions may prevail in the construction industry so that construction costs may be as low as possible, consistent with fair wages and fair conditions of employment.

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

ARTICLE 2 – SCOPE OF AGREEMENT

Section 1. The Employer recognizes and acknowledges that the Union is the duly authorized collective bargaining representative for all employees within the job classifications and units covered by this Agreement.

Section 2. All present employees who are members of the Union on the effective date of the agreement or on the date of execution of this agreement, whichever is the later, shall remain members of the Union and all employees who are hired hereafter shall become and remain members in good standing with the Union as a condition of continued 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 agreement or the execution 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 provision of the National Labor Relations Act, but not retroactively.

ARTICLE 15 – PENSION

Section 1. The Employer shall contribute and pay to Central States Southeast and Southwest Areas Pension Fund for each week worked at the following rates:

June 1, 2012	$199.80
June 1, 2013	$211.80
June 1, 2014	$224.50

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, unless approved by Teamsters Local Union No. 325, and voted upon by the membership involved. Any employer participating in any other approved fund will contribute the appropriate or equal amount per week, per employee to the approved fund.

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, to be taken by Trustees within the scope of their authority.

Section 4. For any Employer not participating in Central States Southeast and Southwest Pension fund, the amount will be the same weekly contribution to the Construction Industry Fund.

Section 5. If an employee is absent due to an 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 and employee is absent due to an occupational illness or injury (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 6. Contributions to the Pension Fund must be made for each week on each regular employee, even though such employee may only work 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.

Section 7. Contributions on behalf of new employees shall commence after thirty (30) calendar days of employment.

RETAIL FURNITURE AGREEMENT

S. ROSE, INC.

and

TEAMSTERS LOCAL UNION NO. 293

Effective March 1, 2014

until February 28, 2017

RECEIVED

SEP 15 2014

CONTRACT
DEPARTMENT

S. ROSE, INC.

RETAIL FURNITURE AGREEMENT

THIS AGREEMENT entered into effective as of the 1st day of March, 2014, by and between S. ROSE, INC., hereinafter called the "Employer", and TEAMSTERS LOCAL UNION NO. 293, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN and HELPERS of AMERICA, AFL-CIO, hereinafter called the "Local" or the "Union".

ARTICLE I - REPRESENTATION - UNION SHOP

1. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative of all employees covered by this Agreement with respect to wages, hours and all other terms and conditions of employment.

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 the 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 effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

3. The Employer shall notify the Union within thirty (30) days, in writing, as to the date of original employment. The Employer recognizes the Union as a valuable source of experienced men and may call the Union when men are required. A non-member may be hired provided application for membership in the Union be made by said non-member as provided herein.

4. A new employee, whether member or non-member, shall work under the provisions of this Agreement, but shall be employed only on a thirty (30) day trial basis, during which period he may be discharged without further recourse. After ninety (90) days of employment, the employee shall be placed on the regular seniority list, with his seniority dating

ARTICLE XX - PENSION FUND

1. Effective March 1, 2014, the Employer shall contribute to the Central States Southeast And Southwest Areas Pension Fund the sum of $100.90 per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more and who has been paid for at least eight (8) or more straight time hours in that work week. Effective March 1, 2015 the Employer shall contribute the sum of $107.00 per week. Effective March 1, 2016 the Employer shall contribute the sum of $111.30 per week. This Fund shall be Central States Southeast And Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operation 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.

2. The Employer may retire any employee who has attained age seventy (70) and who is eligible for retirement under the Central States Southeast And Southwest Areas Pension Fund.

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

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 the period of disability not to exceed four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions into the Pension Fund during the period of absence, not to exceed six (6) months.

ARTICLE XXI - PENALTIES FOR FAILURE TO REMIT PAYMENTS TO HEALTH AND WELFARE FUND AND PENSION FUND

If an Employer is more than sixty (60) days delinquent in payments to one or more of the several funds, (Health And Welfare and Central States Pension) provided for herein; seventy-two (72) hours notice by registered or certified mail of such delinquency shall be served on said delinquent Employer by the Fund Administrator and the Union, separately; at the expiration of said seventy-two (72) hours, the Union, notwithstanding other provisions in this Agreement, may strike said delinquent Employer until satisfactory arrangements for resumption of payments into

the funds involved acceptable to the Union and to the fund's management have been made. Any such strike shall not prejudice the terms of this Agreement in relation to other Employer parties to this Agreement. Any court costs involved to recover delinquent payments from the Employer shall be borne solely by the Employer.

ARTICLE XXII - SEPARABILITY AND SAVINGS CLAUSE

In the event any of the provisions of this Agreement shall become or be declared unlawful by any agency of the Federal Government having the authority to do so, such decision shall not affect any of the other provisions of this Agreement and the parties shall meet as soon as convenient for the negotiation of a new provision embodying the intent of the parties so far as the same can be done lawfully.

ARTICLE XXIII - TERM OF AGREEMENT

THIS AGREEMENT, shall take effect on March 1, 2014, and remain in full force and effect until February 28, 2017, and from year to year thereafter until terminated by either party giving the other written notice of its intention to do so, at least sixty (60) days prior to its expiration.

IN WITNESS WHEREOF, we the undersigned duly authorized representatives of the S. ROSE COMPANY and TEAMSTERS LOCAL UNION NO. 293, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereunto affix our hands as such representatives for and in behalf of such Employer and such Local and Officers, Agents and members at Cleveland, Ohio.

S ROSE, INC

Redacted by U.S. Department of the Treasury

TEAMSTERS LOCAL UNION NO. 293

Redacted by U.S. Department of the Treasury

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CONTRACT DEPARTMENT

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ROSEMONT 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, Drivers, 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 When specifically authorized in writing by each Employee, the Company will deduct, from the first paycheck of each month, dues and/or fees owing the Union and forward them to the Secretary-Treasurer of the Union, not later than ten (10) days after each monthly deduction. Such authorization, once given, shall be irrevocable for a period of not less than one (1) year or the term of this understanding, whichever occurs sooner.

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 damage 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 sums or pension rate increases), other than those payments scheduled in this Agreement ("Additional Payment") which may arise as a result of instances including, but not limited to: a) a final determination by the Internal Revenue Service, b).a final ruling by a court of competent jurisdiction, c) by final determination by the Pension Benefit and Guaranty Corporation, or d) an agreement between the pension fund and the Employer or group of other employers.

25.2 The allocation of the additional compensation required by Section 30.1 shall be determined by the Union. In December 2009, December 2010, December 2011 and December 2012, the Union shall notify the Company in writing of its determination of the allocation between additional hourly Wage (Article 16), additional contributions to the Legal and Educational Assistance Fund (Article 24) and/or additional contributions to the Health and Welfare Fund (Article 22) for the upcoming year.

25.3 The amount of increases to be allocated between wage and Health and Welfare shall be at the sole discretion of the Union without any input or approval of the Employer. Provided that any allocation between classifications is not discriminatory on the basis of but not limited to age, gender, race, or religion and further provided that the total cost to the employer does not exceed the total amount of increase if given equally amongst Employees.

25.4 If Health and Welfare premiums decrease, as determined by the Trustees of the Health and Welfare Fund, the Union shall use such savings to increase compensation in Article 25.1 provided, however, that the total cost increase to the Employer does not exceed the schedule outlined in Article 25.1 and Article 22.

ARTICLE 26 – WAGE FREEZE

26.1 In the event of a war, a wage freeze, or a national emergency, either party, the Company or the Union, has the right to reopen this Agreement immediately upon written notice to the other.

ARTICLE 27 – TERMINATION

27.1 This Agreement shall be in full force and effect on and after January 1, 2009, and shall continue in full force and effect thereafter until December 31, 2013, and from year to year thereafter unless written notice of a desire to modify, cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to any annual date of expiration.

THIS AGREEMENT is made in duplicate and each copy is an original.

EXECUTED at Chicago, Illinois, this _____day of

_____, 20_____.

FOR THE EMPLOYER: FOR THE UNION:

[redacted] [redacted]

_____ Secretary-Treasurer

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CONTRACT DEPARTMENT

AGREEMENT

BETWEEN

ROTH a SODEXO Co.

AND

TEAMSTERS LOCAL UNION 377

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CONTRACT DEPARTMENT

JUNE 9, 2015 THROUGH JUNE 8, 2020

AGREEMENT

This Agreement made and entered into by and between ROTH (a Sodexo Company), hereinafter referred to as the Employer, and the TEAMSTERS LOCAL UNION #377, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the Union.

ARTICLE I: RECOGNITION

1.1 The Employer recognizes the Union as the exclusive representative of all of its employees engaged as full time truck drivers for the purpose of collective bargaining as defined in the National Labor Relations Act.

1.2 The term "employee" as used in this Agreement shall be limited to those persons employed by the Employer to perform the duties described in the next preceding Section.

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

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

ARTICLE II: UNION SHOP

2.1 **Union Shop**

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date or the execution date of this Agreement, whichever is later, shall remain members in good standing and those who are not members on said date, shall on or after the thirtieth day following said date 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 said date shall, on or after the thirtieth day following the beginning of such employment become and remain members in good standing in the Union.

When the Employer needs additional employees, 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 XII: PENSION

12.1 The parties hereto agree that, after completion of the Employer shall contribute to the Pension Fund for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more:

Effective 06/09/2015	$217.00	per week per employee
Effective 06/09/2016	$217.00	per week per employee
Effective 06/09/2017	$220.00	per week per employee
Effective 06/09/2018	$220.00	per week per employee
Effective 06/09/2019	$225.00	per week per employee

All pay & benefit increases to go from the first full pay week after the date of increase.

12.2 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, Southwest Areas contracts to which employees who are part of this contract are also parties.

12.3 By execution of this Agreement, the Employer authorizes the Employers Association, which are parties hereto, to enter into appropriated 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.

12.4 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 per injury. 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 leave of absence, if the employee so desires. An employee must have six (6) months of continuous service to be covered by this provision.

12.5 Contributions to the Pension Fund must be made for each week on each regular employee. An employee must work one (1) day per week under the provisions of this contract, including weeks where work is performed for the Employer, but not under the provisions of this contract, and although contributions may be made for those weeks into some other pension fund. 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.

AGREEMENT BETWEEN

TEAMSTERS "GENERAL" LOCAL UNION NO. 200
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

AND

Roundy's Supermarkets, Inc.
MILWAUKEE DIVISION
(OCONOMOWOC FACILITY)

Effective: September 22, 2013

Terminates: September 24, 2016

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CONTRACT DEPARTMENT

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AGREEMENT

THIS AGREEMENT entered into at Oconomowoc, Wisconsin, this 22nd day of September, 2013, by and between Roundy's Supermarkets, Inc., Oconomowoc, Division, hereinafter referred to as the "Employer," and the Teamsters "General" Local Union No. 200, of Milwaukee, Wisconsin, of the International Brotherhood of Teamsters, hereinafter referred to as the "Union," as the collective bargaining agent for certain employees of the Employer.

WITNESSETH:

The Employer and the Union each represents that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transferred 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 complete agreements covering rates of pay, hours of work and conditions of employment.

This Agreement shall constitute the complete and only statement of the contractual relationship between the Employer and the Union and nothing will be applied inconsistent with it. The Employer and the Union accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill.

ARTICLE I – RECOGNITION

1.1 The Employer recognizes the Union as the exclusive bargaining agent for the following groups of employees who shall form a single bargaining unit:

All regular full-time and casual drivers, warehouse employees and plant maintenance employees employed at 1111 E. Delafield Road, Oconomowoc, Wisconsin, excluding all other employees, including office clerical, confidential, call investigators, security, professional and supervisory employees, as defined in the National Labor Relations Act.

In addition, the Employer agrees to recognize the Union as the exclusive bargaining agent for all regular and casual employees including drivers, warehouse employees and plant maintenance employees but excluding all other employees including office clerical, confidential, call investigators, security, professional and supervisory employees as defined in the National Labor Relations Act at any new facility established by the Employer within the jurisdiction of Local 200, International Brotherhood of Teamsters, after the effective date of this Agreement, to

ARTICLE XXII – PENSION

22.1 For regular full-time warehouse employees hired on or before September 22, 2001, and all full-time drivers without regard to their date of hire, the Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund and who works any portion of the basic workweek; effective September 22, 2013 $258.50, effective September 21, 2014 $274.00, effective September 20, 2015 $290.40,

22.2 For regular full-time warehouse employees, hired on or after September 22, 2001 thru September 20, 2008, the Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund when the full-time employee has worked 1,000 hours in a calendar year (plan year). Payment of the contribution shall begin no later than the 15th day of the month following the month in which the 1,000 hour qualification has been satisfied. For regular full-time warehouse employees and casual warehouse employees who qualify for a contribution, the amount of the Employer contribution shall be as follows:

A. Company to pay to the Central States Southeast and Southwest Areas Pension Funds the increases as indicated by the Primary Schedule as set forth by the "Fund".

B. Company shall forward full contributions, to begin on behalf of regular full time warehouse , regular full time drivers and regular full time plant maintenance employees no later than 30 (thirty) days after being employed. Contributions can be delayed up to 1,000 (one thousand) hours of work for casual drivers and casual plant maintenance employees. Payment of the contribution shall begin immediately after the 1,000 hour qualification has been satisfied. For regular full time warehouse employees and causal warehouse employees who qualify for a contribution, the amount the Employer contribution shall be as follows:

In the 1st Year after qualification, 20% of the full contribution rate.
In the 2nd Year after the qualification, 40% of the full contribution rate.
In the 3rd Year after the qualification, 60% of the full contribution rate.
In the 4th Year after the qualification, 80% of the full contribution rate.
In the 5th Year after the qualification, 100% of the full contribution rate.

All casual warehouse employees and casual drivers hired before the ratification of the 2008-2013 contract shall receive the appropriate contribution upon completion of the 1,000 hours of work requirement in a calendar year (plan year) which commences on or after January 1, 2002. Such contribution shall begin no later than the 15th day of the month, following the month in which the 1,000 hour qualification was satisfied. Casual drivers who qualify for a contribution shall receive the contribution rate as set forth in Section 22.1 above.

Any Drivers, Warehouse and Plant Maintenance Employees hired after the ratification of the 2008-2013 contract shall receive the appropriate contribution in accordance with the following progression after the first 30 days of employment:

In the 1st Year after the qualification, 50% of the full contribution rate.

In the 2nd Year after the qualification, 50% of the full contribution rate.
In the 3rd Year after the qualification, 50% of the full contribution rate.
In the 4th Year after the qualification and beyond, 100% of the full contribution rate

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

ARTICLE XXIII – SICK DAYS

23.1 All eligible Drivers will be entitled to five (5) sick days (not to exceed forty (40) hours of straight-time pay at the appropriate rate) per contract year. In lieu of the five (5) sick days, Drivers who have not taken any sick days in the appropriate contract year may elect to take a week as paid time off, or in cash payment, at the end of the contract year, either option to be paid at forty (40) times the employee's normal straight-time hourly rate of pay.

23.2 Regular full-time eligible Warehouse and Plant Maintenance Employees hired prior to July 1, 1985, shall be entitled to ten (10) sick days [not to exceed eighty (80) hours of straight-time pay at the appropriate rate] from January 1, 1985, through December 31, 1985, and each calendar year thereafter, and an additional week which must be taken as paid time off. This additional week will be paid at forty (40) times the employee's normal straight time hourly rate of pay. All additional weeks will be selected, by seniority, after all vacation weeks have been selected.

23.3 Regular full-time eligible Warehouse and Plant Maintenance Employees hired on or after July 1, 1985, shall be entitled to five (5) sick days [not to exceed forty (40) hours of straight-time pay at the appropriate rate] per calendar year. In lieu of the five (5) sick days, such employees who have not taken any sick days in the appropriate calendar year may elect to take a week as paid time off, or in cash payment, at the end of the calendar year, either option to be paid at forty (40) times the employee's normal straight-time hourly rate of pay. All additional weeks will be selected, by seniority, after all vacation weeks have been selected.

23.4 For Warehouse and Plant Maintenance Employees, sick leave not used by December 31st of any calendar year will be paid by January 15 at the applicable hourly rate in existence on that date. For all regular employees, each day of sick leave will be paid for on the basis of eight (8) hours or ten (10) hours, (whichever is appropriate consistent with Article XVII, Workweek and Workday, and the above) straight-time pay at the applicable hourly rate. For drivers, sick leave not used by June 30 of any contract year will be paid on June 30 at the applicable hourly rate in existence on that date.

23.5 Sick leave will be paid to all eligible employees beginning on the first working day of absence due to sickness or accident. Eligible Warehouse and Plant Maintenance Employees

ROUNDY'S SUPERMARKETS, INC.
ACCOUNT NO.: 6895100-0105-00200

LETTER OF UNDERSTANDING AND AGREEMENT

Effective June 1, 2015, no driver or plant maintenance employee, regardless of hire date, will be permitted to participate in the warehouse pension rate progression. Contributions will be remitted to the Central States Pension Fund at 100% of the pension contribution rate on behalf of any regular driver or regular plant maintenance employee 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.

In the event that any casual driver or casual plant maintenance employee works 1,000 hours or more in any 12-month period, pension contributions will be required at 100% of the pension contribution rate on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by this contract for regular drivers and regular plant maintenance employees.

ROUNDY'S SUPERMARKETS, INC.

By: Redacted by U.S. Department of the Treasury

Title:

Date: June 30, 2015

CENTRAL STATES PENSION FUND

By: Redacted by U.S. Department of the Treasury

Title:

Date: 6/24/15

Exhibit A

J.H. ROUTH PACKING CO.

AND

TEAMSTERS LOCAL NO. 20

LABOR AGREEMENT

July 14, 2011 thru July 13, 2016

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CONTRACT
DEPARTMENT

AGREEMENT

Effective Date: July 14, 2011
Expiration Date: July 13, 2016

Agreement pursuant to certification of the Union by the National Labor Relations Board by and between the J.H. Routh Packing Company, Bogart Road, Sandusky, Ohio (hereinafter called the Employer) and the International Brotherhood of Teamsters, Local Union No. 20, (hereinafter called the Union) which the Employer recognizes as sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, of all Truck Driver's Helpers at the Employer's plants (as stated above) but excluding all other employees.

WITNESSETH

The parties hereto, in consideration of the mutual benefits to be derived from collective bargaining, and recognizing the mutual obligations and responsibilities for a successful operation, 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

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 Employee as herein defined.

2. The term "employee" as used in this Agreement shall include all truck drivers and helpers. It shall not include office employees, nor professional employees.

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

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 Agreements shall be null and void.

5. (a) The Employer recognizes and acknowledges that the Union is the exclusive representative of all employees in the classification of work covered by this Agreement for the

ARTICLE XX
HEALTH AND WELFARE

1. The Employer will provide at Company expense to eligible employees, the following benefits:

The benefits provided for are listed in the Plan Document and Summary Plan Description for J. H. Routh Packing Company Employee Health Benefit Plans, and Group Life & Accidental Death and Dismemberment Plan booklets.

Any changes made to the J. H. Routh Packing Company Employee Health Benefit Plans (including all health benefits, life insurance, accident and sickness short term disability benefits) which are or have been negotiated with and agreed to by United Food and Commercial Workers Union 911 (UFCW911) pursuant to their collective bargaining agreement with the J. H. Routh
Packing Company, and at any time hereafter, shall be automatically considered approved hereunder, and incorporated herein. Teamsters Local No. 20, and employees shall be informed in writing of all such changes upon ratification by UFCW911.

Schedule of Benefits commencing June 9, 2011 to April 2, 2016.

The benefits provided for are listed in the Plan. Document and Summary Plan Description for` J. H. Routh Packing Company Employee Health Benefit Plans, and Group Life & Accidental Death and Dismemberment Plan booklets.

ARTICLE XXI PENSION PLAN

1. The Employer shall contribute to the Central States, Southeast, and Southwest Areas Pension Fund the following weekly contributions for each employee covered by this Agreement who has been on the payroll ninety (90) days or more.

Effective July 14, 2011 the weekly contribution shall be increased to $101.40

Effective July 14, 2012 the weekly contribution shall be increased to $107.50

Effective July 14, 2013 the weekly contribution shall be increased to $111.80

Effective July 14, 2014 the weekly contribution shall be increased to $116.30

Effective July 14, 2015 the weekly contribution shall be increased to $121.00

2. By the execution of this Agreement, the Employer authorized the Employer's Associations which are parties hereto, to enter into appropriate Trust Agreements necessary for the administration for such fin, 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.

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 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.

4. Notwithstanding anything herein contained, it is agreed that in the event an Employer is delinquent at the end of the period in a payment of his contributions to be 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 that such actions is taken, the Employer shall be responsible to the employees for all losses resulting therefrom.

Employers who are delinquent also must pay all attorney fees and cost collection:

ARTICLE XXII
MANAGEMENT RIGHTS

1. Except as may be specifically limited within this Agreement, the Company retains the excusive right to manage the plant, it's business and it's workforce, including, but not limited to, the right to hire, assign, schedule, direct, supervise, discipline for just cause, suspend for just cause, discharge for just cause, or lay off employees, and to operate the plant and sell and distribute it's products as the Company determines is necessary or appropriate. The Union recognizes and accepts that all rights and responsibilities of the Company not expressly restricted or modified in this Agreement shall remain the Company's.

ARTICLE XXIII
BEREAVEMENT CLAUSE

1. In the event of a death in the immediate family:

   a. Five (S) days' pay in case of death of the spouse, mother, father, step-mother, step-father, child and step-child.

PARTICIPATION AGREEMENT

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

EMPLOYEE TRUSTEES
RAY CASH
JOE CARR
JERRY YOUNGER
GEORGE A. WESTLEY
PHILIP E. YOUNG

EMPLOYER TRUSTEES
HOWARD MADDUGALL
ARTHUR H. BUNTE, JR.
DAVID P. MORRISON
TOM J. WHITCOMB
DANIEL A. BRUTTO

EXECUTIVE DIRECTOR
RONALD J. KUBALANCA

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

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

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

Effective Date: 4-01-98	Rate: $25.60
Effective Date: 4-01-99	Rate: $28.00
Effective Date: 4-01-2000	Rate: $30.80
Effective Date: 4-01-2001	Rate: $32.40
Effective Date: 4-01-2002	Rate: $35.00

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

Effective Date: 4-01-98	Rate: $159.70
Effective Date: 4-01-99	Rate: $159.70
Effective Date: 4-01-2000	Rate: $167.70
Effective Date: 4-01-2001	Rate: $175.70
Effective Date: 4-01-2002	Rate: $175.70

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

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

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

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

8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. §1043.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

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

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

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

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

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

Royal Air Freight, Inc.

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

Jim Lafon, President
Printed Name and Title

P.O. Box 47805

Indianapolis, IN 46247-0805
Complete Address of Employer

(317) 686-2368
Telephone Number

35-1841269
Federal Employer Number

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

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

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effective

January 2, 2015 through January 1, 2020

between

ROYAL BANANA

and

TEAMSTERS LOCAL 337

The International Brotherhood of Teamsters

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CONTRACT
DEPARTMENT

INTRODUCTION

THIS AGREEMENT, signed this ____ day of _____, 2015
and effective the date of January 2, 2015, by and between:

ROYAL BANANA COMPANY
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 called the Union.

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

WITNESSETH:

ARTICLE I
RECOGNITION, UNION SHOP AND DUES

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer 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. 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 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 race, color, religion, sex, or national origin.

Section 5. The Employer will have the right to hire seasonal help during the period from March 1 through August 15. An individual hired as seasonal help who works beyond August 15 unless otherwise mutually agreed upon by the Union and Employer will be hired as a probationary employee under the terms of this agreement.

ARTICLE XVI
HEALTH AND WELFARE AND PENSION

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund, for each employee covered by this Agreement who is on the regular seniority list, unless otherwise specified in Schedule "A" attached.

The plan will be the New Key 1 Plan 245 with the Employer paying the following premiums:

$ 382.35 per week	Effective as of New Participation Agreement
$ 402.95 per week	Effective as of 3/29/15
$420.10 per week	Effective as of 4/3/16
$ 441.60 per week	Effective as of 4/2/17
$ Maintenance of Benefit	Effective as of 4/1/18

$ Maintenance of Benefit	Effective as of 3/31/19

For new hires on or after January 2, 2010, the plan will be the New Key 3 Plan, with the Employer paying the following premiums:

$ 278.50 per week	Effective as of New Participation Agreement
$ 293.00 per week	Effective as of 3/29/15
$300.30 per week	Effective as of 4/3/16
$ 326.15 per week	Effective as of 4/2/17
$ Maintenance of Benefit	Effective as of 4/1/18
$ Maintenance of Benefit	Effective as of 3/31/19

Effective April 1, 2010, the Employee will contribute one (1) hour of pay per week.

Provided, further, that the Union agrees that if any of the listed contribution rates are reduced in their amount, the Company will have the full benefit of paying the reduced amount. The Union also agrees that it will cooperate with the Company and take those actions necessary, including the signing of new and or revised Participation Agreements, in order to allow the Company to have the full benefit of the reduced contribution rate(s).

All payments into the Welfare Fund must be made within fifteen (15) days from the end of each calendar month to CHASE which has been made depository for the Michigan Conference of Teamsters Welfare Fund.

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

$ 280.20 per week	Effective as of 01-02-15
$ 291.40 per week	Effective as of 01-02-16

$ 303.10 per week	Effective as of 01-02-17
$ 315.20 per week	Effective as of 01-02-18
$ 327.80 per week	Effective as of 01-02-19

All payments into the Central States, Southeast and Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month to:

Mellon Bank, Central States Funds, Dept. 10291, Palatine IL 60055-0291

Contributions to the Health and Welfare Fund and to the Pension Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this Contract, including paid vacations and weeks where work is performed for the Employer but not under provisions of this Contract, and although contributions may be made for those weeks into some other Health & Welfare Fund and/or Pension Fund.

Employees who work either temporarily or in cases of emergency under the terms of this Contract will not be covered by the provisions of this Article.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer will continue to make the required contributions to the Health and Welfare Fund and Pension Fund for a period of four (4) weeks. If an employee is injured on the job, the Employer will continue to pay the required contributions until such employee returns to work; however, such contribution will not be paid for a period of more than 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 an "owner-operators" arrangement, there will be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare and Pension Fund, regardless of whether the manner of computation is at the minimum rate or more and regardless of the manner of computation of owner-driver compensation.

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of his contribution to the Health and Welfare and/or Pension Funds, in accordance with the rules and regulations of the Trustees of such Funds and

after the proper official of the Local Union will have given seventy-two (72) hour 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 Employer's 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 where not already protected by Article 14. Time will be computed from the time that the employee is ordered to report for work and registers in, until the time that he is effectively released from duty. All time lost due to delays as a result of overloads or certificated violations involving federal, state, or city regulations, which occur through no fault of the driver, will be paid. Such payment for driver's time when not driving will be at the hourly rate.

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

ARTICLE XVIII
PAY PERIOD

All regular employees covered by this Agreement will be paid in full each week. All other employees will be paid at the end of their working period. Not more than seven (7) days will be held from a regular employee.

ADDENDUM TO

MASTER AGREEMENT

BETWEEN

THE AMERICAN BOTTLING COMPANY
SEYMOUR, INDIANA

AND

TEAMSTERS LOCAL 783

JUNE 23, 2014

THRU

SEPTEMBER 29, 2018

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CONTRACT
DEPARTMENT

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In accordance with Article 32, Section 1, of the Master Agreement between THE AMERICAN BOTTLING COMPANY and the Central and Southern Conferences of Teamsters, Local Union 783, hereinafter referred to as the "Union", does hereby agree with the THE AMERICAN BOTTLING COMPANY, Seymour, Indiana, hereinafter referred to as the "Company," to be bound by the following terms and provisions with respect to the liras of employees set forth below:

WITNESSETH

ARTICLE 1
RECOGNITION AND COVERAGE

The Company recognizes the Union as the sole and exclusive bargaining agency for all Warehouse Workers, Vending Technicians, Delivery Drivers, Transport Drivers and Combination Account Managers at the Company's plant in Seymour, Indiana, excluding all others and especially executive, administrative, office and clerical employees, guards, route managers, assistant supervisors and assistant managers.

ARTICLE 2
CHECK-OFF

1. The deduction of Union dues, initiation fees and uniform assessments agreed to and provided for in Article IV of the Master Agreement shall be made from the employee's wages on the first pay day of each month and paid over to the Union within ten (10) days after the end of each month. The Union shall notify the Company of such initiation fees and dues as are to be deducted at least seven (7) calendar days before the pay day on which the deductions are to be made. If an employee or employees should, at any time, contend that the Company acted wrongfully or illegally in making a check-off of initiation fees or dues, certified by the Union, the Union will defend and protect the Company against expense, repayments or losses on account of such contention.

2. The Union has caused a Federally Chartered Credit Union to be organized and the Company also agrees to make authorized deductions for Local 783 Credit Union members upon receipt of an itemized list from the Union at least seven (7) calendar days prior to the week in which deductions are to be made. Employees and the Union agree that the amounts of such deductions for credit union savings or repayments of loans or both shall not be changed more often than once each thirty (30) days. Within ten (10) days after such deductions are made the amount deducted shall be paid over by the Company to the Credit Union.

3. The Employer has agreed to handle the administration and accounting necessary for the employees, at their option, to participate in a payroll deduction plan for the purchase of U.S. Savings Bonds. Should written payroll deduction forms be necessary for participation in the plan, the employees who wish to participate therein will execute such deduction forms authorizing the Employer to make deductions from their pay.

ARTICLE 11
PENSION PLAN

The Company agrees to continue to contribute for each regular full time employee covered by this Agreement to the Central States Southeast and Southwest Areas Pension Fund as follows:

Effective June 23, 2014, the Employer shall continue to contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of one hundred and ten dollars and thirteen cents ($110.13) per week for each employee covered by this Agreement, who has been on the payroll thirty (30) calendar days or more. Thereafter, per the default plan set forth by the Central States Southeast and Southwest Areas Pension Fund, the Company shall contribute: $114.53 per week effective June 23, 2015; $119.11 per week effective June 23, 2016; $123.87 per week effective June 23, 2017; and $128.82 per week effective June 23, 2018. If the Fund should require rehabilitation contributions greater than the 4% default schedule, the Company reserves the right to renegotiate retirement provisions under the contract.

ARTICLE 12
VACATIONS

1. Regular full time employees who have been in the regular active employment of the Company for one (1) year or more and less than two (2) years, shall be entitled to one (1) week vacation with pay after their first anniversary date of employment. Said employees who have been in the continuous employment of the company for two (2) years or more and less than seven (7) shall be entitled to two (2) weeks vacation with pay after their second anniversary date of employment. Said employees who have been in the continuous employment of the Company for seven (7) years or more and less than fifteen (15) years shall be entitled to three (3) weeks vacation with pay after their seventh anniversary date of employment. Said employees who have been in the continuous employment of the Company for fifteen (15) years or more shall be entitled to four (4) weeks vacation with pay after their fifteenth anniversary date of employment. The vacation relief route salesmen shall continue to be paid vacation pay on the same basis as in the past; that is, an average of the route's first three (3) weeks in September.

2. Vacation pay will be 1/52nd of previous years W-2 Forms for each week of vacation (prorated for less than full weeks of vacation; e.g., 1/5 of 1/52 for a single day of vacation taken in accordance with Section 7 of this Article). For all employees hired after June 30, 1999 vacation pay will be 1/52nd of previous years W-2 Forms for each week of vacation for all commission paid employees and forty (40) hours of straight time pay for all hourly paid employees. Once an employee has worked five (5) years the vacation pay will be grandfathered the same as employees hired prior to June 30, 1999.

3. The Company reserves the right to block vacations during the week before or the week of a holiday. Employees in the various departments shall be entitled to select their vacation period on the basis of plant seniority. Employees entitled under this Article to two (2) weeks vacation or more shall be permitted to take their vacations at one time or split it into two (2) periods.

ROYAL CROWN BOTTLING CO.
ACCOUNT NO.: 6899700-0106-783-B

LETTER OF UNDERSTANDING AND AGREEMENT

Effective July 1, 2003, contributions will be remitted to the Central States Pension Fund on behalf of any employee covered by the collective bargaining agreement (cba) after the employee has been on the Employer's payroll for thirty (30) calendar days, other than a part-time/seasonal 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/seasonal employee (employee hired to work between March 15 and November 30) 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/seasonal 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 superceded or modified by any subsequent agreement between the parties (except an agreement that shortens the period of time before contributions shall be due on behalf of part-time/seasonal employees).

ROYAL CROWN BOTTLING CO.

Redacted by U.S. Department of the Treasury

Date: 12-7-04

LOCAL UNION NO. 783 [redacted]

Redacted by U.S. Department of the Treasury

Date: 12/8/04

TO: KARL

FROM: TOM VINCENT
LOCAL 783

RECEIVED
FEB 28 2005
CONTRACT DEPARTMENT

ADDENDUM TO

MASTER AGREEMENT

BETWEEN

THE AMERICAN BOTTLING COMPANY
SEYMOUR, INDIANA

AND

TEAMSTERS LOCAL 783

JUNE 23, 2014

THRU

SEPTEMBER 29, 2018

RECEIVED

AUG 20 2014

CONTRACT
DEPARTMENT

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In accordance with Article 32, Section 1, of the Master Agreement between THE AMERICAN BOTTLING COMPANY and the Central and Southern Conferences of Teamsters, Local Union 783, hereinafter referred to as the "Union", does hereby agree with the THE AMERICAN BOTTLING COMPANY, Seymour, Indiana, hereinafter referred to as the "Company," to be bound by the following terms and provisions with respect to the liras of employees set forth below:

WITNESSETH

ARTICLE 1
RECOGNITION AND COVERAGE

The Company recognizes the Union as the sole and exclusive bargaining agency for all Warehouse Workers, Vending Technicians, Delivery Drivers, Transport Drivers and Combination Account Managers at the Company's plant in Seymour, Indiana, excluding all others and especially executive, administrative, office and clerical employees, guards, route managers, assistant supervisors and assistant managers.

ARTICLE 2
CHECK-OFF

1. The deduction of Union dues, initiation fees and uniform assessments agreed to and provided for in Article IV of the Master Agreement shall be made from the employee's wages on the first pay day of each month and paid over to the Union within ten (10) days after the end of each month. The Union shall notify the Company of such initiation fees and dues as are to be deducted at least seven (7) calendar days before the pay day on which the deductions are to be made. If an employee or employees should, at any time, contend that the Company acted wrongfully or illegally in making a check-off of initiation fees or dues, certified by the Union, the Union will defend and protect the Company against expense, repayments or losses on account of such contention.

2. The Union has caused a Federally Chartered Credit Union to be organized and the Company also agrees to make authorized deductions for Local 783 Credit Union members upon receipt of an itemized list from the Union at least seven (7) calendar days prior to the week in which deductions are to be made. Employees and the Union agree that the amounts of such deductions for credit union savings or repayments of loans or both shall not be changed more often than once each thirty (30) days. Within ten (10) days after such deductions are made the amount deducted shall be paid over by the Company to the Credit Union.

3. The Employer has agreed to handle the administration and accounting necessary for the employees, at their option, to participate in a payroll deduction plan for the purchase of U.S. Savings Bonds. Should written payroll deduction forms be necessary for participation in the plan, the employees who wish to participate therein will execute such deduction forms authorizing the Employer to make deductions from their pay.

ARTICLE 11
PENSION PLAN

The Company agrees to continue to contribute for each regular full time employee covered by this Agreement to the Central States Southeast and Southwest Areas Pension Fund as follows:

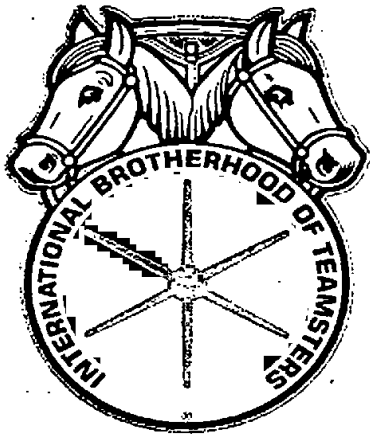
Effective June 23, 2014, the Employer shall continue to contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of one hundred and ten dollars and thirteen cents ($110.13) per week for each employee covered by this Agreement, who has been on the payroll thirty (30) calendar days or more. Thereafter, per the default plan set forth by the Central States Southeast and Southwest Areas Pension Fund, the Company shall contribute: $114.53 per week effective June 23, 2015; $119.11 per week effective June 23, 2016; $123.87 per week effective June 23, 2017; and $128.82 per week effective June 23, 2018. If the Fund should require rehabilitation contributions greater than the 4% default schedule, the Company reserves the right to renegotiate retirement provisions under the contract.

ARTICLE 12
VACATIONS

1. Regular full time employees who have been in the regular active employment of the Company for one (1) year or more and less than two (2) years, shall be entitled to one (1) week vacation with pay after their first anniversary date of employment. Said employees who have been in the continuous employment of the company for two (2) years or more and less than seven (7) shall be entitled to two (2) weeks vacation with pay after their second anniversary date of employment. Said employees who have been in the continuous employment of the Company for seven (7) years or more and less than fifteen (15) years shall be entitled to three (3) weeks vacation with pay after their seventh anniversary date of employment. Said employees who have been in the continuous employment of the Company for fifteen (15) years or more shall be entitled to four (4) weeks vacation with pay after their fifteenth anniversary date of employment. The vacation relief route salesmen shall continue to be paid vacation pay on the same basis as in the past; that is, an average of the route's first three (3) weeks in September.

2. Vacation pay will be 1/52nd of previous years W-2 Forms for each week of vacation (prorated for less than full weeks of vacation; e.g., 1/5 of 1/52 for a single day of vacation taken in accordance with Section 7 of this Article). For all employees hired after June 30, 1999 vacation pay will be 1/52nd of previous years W-2 Forms for each week of vacation for all commission paid employees and forty (40) hours of straight time pay for all hourly paid employees. Once an employee has worked five (5) years the vacation pay will be grandfathered the same as employees hired prior to June 30, 1999.

3. The Company reserves the right to block vacations during the week before or the week of a holiday. Employees in the various departments shall be entitled to select their vacation period on the basis of plant seniority. Employees entitled under this Article to two (2) weeks vacation or more shall be permitted to take their vacations at one time or split it into two (2) periods.



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ROYAL ICE CREAM COMPANY &
MIDTOWN TRANSPORTATION COMPANY, LLC.

AND

TEAMSTERS LOCAL UNION NO. 293

Affiliated with
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

April 1, 2014 through March 31, 2017

RECEIVED

MAY 04 2015

CONTRACT
DEPARTMENT

ICE CREAM AGREEMENT

THIS AGREEMENT made and entered into this 1st day of April, 2014, by and between **ROYAL ICE CREAM COMPANY AND MIDTOWN TRANSPORTATION COMPANY LLC,** its successors and assignees, hereinafter called the "Employer", and those of its employees in classifications of work covered in this Agreement who are members of the **TEAMSTERS LOCAL 293,** affiliated with **THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,** Party of the Second Part, hereinafter called the "Union" witnesseth that:

In consideration of the covenants and agreements of each of the parties as herein contained, the parties hereto mutually agree as follows:

ARTICLE I

A. MANAGEMENT PREROGATIVES.

This Agreement retains for the Employer full and absolute control over the operation and management of its business, except as to items specifically agreed upon and reduced to writing in this Agreement.

B. UNION SHOP.

1. The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the Employer.

2. UNION SHOP CLAUSE: It shall be a condition of employment that all of the employees of the Employer covered by this agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement, shall on the 31st day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, shall, on the 31st day following the beginning of such employment, become and remain members in good standing in the Union.

3. The Employer shall notify the Union in writing each calendar week as to the date of original employment of new employees, and the Employer shall notify the employee to list promptly with the Union his/her name, address, age, physical condition, telephone number and place of employment.

4. All employees coming under the working conditions of this Agreement are eligible to become members of this Union other than those who have the authority to hire and fire, reprimand and suspend personnel.

5. The Employer agrees that the processing, handling, storage, pre-loading of route trucks and all other generally recognized duties related to the manufacturing and delivery of ice cream and related products at 6200 Euclid Avenue, as well as distribution and driver sales in Ohio, shall be carried on exclusively by employees who are members of Union Local No. 293, and who are

		out of pocket
Employee/Child(ren)	First $2,500	Balance of in-network deductible/ out of pocket
Family	First $2,500	Balance of in-network deductible/ out of pocket

To receive in-network deductible and/or out-of-pocket reimbursement from the Company, the Employee shall timely submit the health insurance carrier's Explanation of Benefits, substantiating the amount charged against the in-network annual deductible and/or out-of-pocket maximum.

ARTICLE VIII

A. PENSION PLAN.

The Trust Agreement dated March 16, 1955, creating the Central States Southeast and Southwest Areas Pension Fund, as amended, and the Pension Plan thus created, are ratified and adopted by the parties hereto as participants therein.

Effective April 1, 2014, the employer shall contribute one hundred forty three dollars and sixty cents ($143.60) per week into Central States, Southeast and Southwest Areas Pension Fund for each full time employee covered by this agreement. This contribution by the employer under the agreement shall continue through March 31st, 2015. A contribution of one hundred forty nine dollars and thirty cents ($149.30) per week shall be made from April 1, 2015 through March 31, 2016. A contribution of one hundred fifty five dollars and thirty cents ($155.30) per week shall be made from April 1, 2016 through March 31, 2017.

Central States Pension Fund

Effective Dates	Weekly Contribution	Required Increase	Amount of Increase
Current	$138.10		
April 1, 2014 - March 31, 2015	$143.60	4%	$ 5.50
April 1, 2015 - March 31, 2016	$149.30	4%	$ 5.70
April 1, 2016 - March 31, 2017	$155.30	4%	$ 6.00

Compensation includes actual hours worked, paid holiday and paid vacations. The employer's liability under this Article is limited to the payment of contributions as herein set forth.

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, seasonal, or temporary basis works One Thousand (1,000) hours or more in a twelve (12) month period, he will be considered a regular employee for purposes of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of 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.

Any participant who enlists or is inducted for service in the forces of the United States and who (a) receives an honorable discharge, and (b) is employed by one of the signatory Companies within ninety (90) days after such discharge, shall become a covered participant, commencing with the first full calendar week of his/her re-employment.

Any participant who is off work because of sickness or injury and who applies for and is given employment by one of the signatory Companies within a reasonable period of time after his/her recovery shall be eligible to again become a participant commencing with the first calendar week of his/her re-employment.

ARTICLE IX

A. UNION - EMPLOYER COMMITTEE.

A Union-Employer Committee consisting of an equal number of Union and Employer Members with a minimum of two (2) from each party, shall serve for the term of this Agreement. This committee shall meet upon the call of the Employer and/or the call of the Union for the purpose of discussing questions arising in the interpretation or performance of this Agreement, and following such discussion, to make recommendations to the parties hereto.

The parties agree to establish a Committee in each plant consisting of three (3) employees and representatives of management. This Committee will meet as often as required to discuss and receive mutual problems as they arise during the life of this Agreement. Either party may call the meeting by serving written notice in advance to the other party. The written notice shall indicate the only items to be discussed at the meeting.

ARTICLE X

A. GRIEVANCE - ARBITRATION.

The parties hereto agree that they will promptly attempt to adjust all complaints, disputes, controversies or other grievances between them involving questions of interpretation or application of the terms and provisions of this Agreement.

Should differences or disputes arise between the parties to this Agreement or between the employees covered herein and the Employer, the aggrieved party to this Agreement or employee or employees, as the case may be, shall use the following procedure as the sole means of settling said difference, dispute or controversy in the following manner:

STEP ONE: If there is an employee (or employees) aggrieved, he/she shall within three (3) working days attempt to settle the grievance with his/her foreman (or supervisor).

STEP TWO: Failing to settle the grievance in accordance with STEP ONE, the grievant shall then within two working days reduce such grievance to writing and submit it to his/her foreman or supervisor, with a copy to his/her Union Steward, who, along with the aggrieved employee and foreman or supervisor, shall attempt to settle the grievance.

Agreement

Between

Ruan Transport Corporation

Des Moines, Iowa

And

General Drivers and Helpers

Union Local No. 554

November 1, 2012

Through

October 31, 2015

RECEIVED

NOV 0 2 2012

CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT is made and entered into at Sioux City, Iowa this 1st day of November 2012 by and between RUAN TRANSPORT CORPORATION of Des Moines, Iowa, hereinafter referred to as the "Employer", and GENERAL DRIVERS AND HELPERS UNION LOCAL NO. 554 of Sioux City, Iowa, 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.

This Agreement shall apply to all employees covered by the classifications names in the Agreement who are employed by 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, representative or successors as the exclusive bargaining agent 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 herein 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 labor organization or group with the employees 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, the Union and the employees will not discriminate against any employee in regard to hire or tenure of employment or any term or condition of employment because of membership in the Union or an account of race, color, national origin, sex, creed, age or occupationally irrelevant handicaps.

ARTICLE 15
SHOP RULES

Written shop rules, regulations and instructions may be posted by the Employer. The Employer shall furnish a copy of such shop rules to the Union.

ARTICLE 16
INSURANCE

Section 1. Effective November 1, 2012, the Employer shall provide the Ruan Group Health Care health and welfare insurance and the Ruan Dental and Vision Care Plan coverage to employees who have been on the payroll sixty (60) calendar days or more. This coverage shall continue for the life of this Agreement. If the Employer changes insurance carriers it is agreed that the replacement insurance coverage shall be as good as or better than the coverage in effect on November 1, 2012.

Section 2. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job the Employer shall continue to pay the required contributions until such employee returns to work; however such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence the Employer shall collect from said employee prior to the leave of absence being effective sufficient monies to pay the required insurance contributions during the period of absence.

Section 3. Insurance contributions must be made for each month on each regular employee even though such employee may work only part time under the provisions of this Agreement.

ARTICLE 17
PENSION

Section 1. Effective November 1, 2012 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 November 1, 2013, 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 November 1, 2014 the Employer shall contribute to the Central States Southeast and southwest Areas Pension Fund the sum of one hundred ninety six dollars and eighty cents ($196.80) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

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 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 the 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 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 his Agreement and 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 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 there from.

ARTICLE 18
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 records of which shall be accessible to the business representative of the Union at any time.

ARTICLE 19
LEAVE OF ABSENCE

Section 1. An 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

AGREEMENT
RUAN TRANSPORT CORPORATION

This collective bargaining agreement is entered into this ___ day of December, 2012 between Ruan Transport Corporation ("Company") and Teamsters Local Union No. 171 ("Union").

ARTICLE 1
UNION RECOGNITION

Section 1. The Company recognizes the Union as the exclusive collective bargaining representative of all full time employees employed by the Company and assigned to the Kroger account in Roanoke, Virginia. Office clerical employees, dispatchers, dispatcher clerks, driver trainers, professional employees, managerial employees, guards and supervisors as defined by the Act are excluded from the bargaining unit.

ARTICLE 2
NO DISCRIMINATION

Section 1. The Company and the Union agree that neither will discriminate against an employee in any term or condition of employment because of an employee's race, color, religion, sex, disability, age, national origin, ancestry, membership or lack of membership in the Union, or any other prohibited basis of discrimination under applicable state, federal or local laws.

ARTICLE 3
NOTIFICATION

Section 1. Employees must furnish the Company with their address and telephone number immediately upon employment. Thereafter, the employee shall notify the Company promptly, in writing about any change in address or telephone number. A failure to furnish such change shall relieve the Company of any obligation to provide notice to the employee under any recall or other provisions of this Agreement.

Section 2. If the Company is required to give notice to employees under any provision of this Agreement, the notice will be given by certified, return receipt requested mail to the employee's last known address. If the employee fails to claim the letter within seven (7) days of its postmark, the Company's obligation to the employee under this Agreement ceases.

ARTICLE 4
MANAGEMENT RIGHTS AND WAIVER

Section 1. The management of the business and the direction of its working force, including but not limited to, the right to direct, plan and control operations, to establish and change working schedules, to hire, promote or transfer employees, to suspend, discipline or discharge employees for just cause, to relieve employees because of lack of work or other legitimate reasons, to subcontract, to make rules and regulations, to introduce new or improved methods or facilities, to change existing methods or facilities, are exclusively the rights of the Company except as specifically limited by an express provision of this Agreement.

Section 2. No supervisory employee shall perform work which is regularly performed by bargaining unit employees except for training, during the introduction of new equipment or processes.

Section 2. To receive funeral pay, an employee must have been scheduled to work on the day of arranging for or attending the funeral. The employee must also notify his supervisor of the purpose of this absence no later than the day of the absence. Notification must be in the same manner as if the employee were to be absent for any other reason. The employee may also be required to furnish proof of entitlement to funeral leave including his relationship to the deceased, the date of the funeral and other pertinent items.

Section 3. No payment will be made for any day of absence which is later than the day of the funeral.

ARTICLE 19
MILITARY LEAVE

Section 1. Employees enlisting or entering the military of the United States of America shall be granted all the rights and privileges provided by applicable law.

ARTICLE 20
BULLETIN BOARDS

Section 1. The Company shall designate a locked bulletin board in the facility that is accessible to stewards designated by the Union for the purposes of posting Union notices. The notices will announce union meetings, election results, social events and communications from the Union.

ARTICLE 21
HEALTH INSURANCE

Section 1. Bargaining unit employees shall participate in the Company's health insurance plan on the same terms as all non-bargaining personnel within the Company. The Plan document shall be controlling.

Section 2. If an employee is absent due to illness or off-the-job injury and notifies the employer of such absence, the employer shall continue to make the required contributions for a period of four (4) weeks.

Section 3. If an employee is injured on the job, the employer shall continue to pay the required contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than 52 weeks.

Section 4. The Company will continue to make health insurance coverage available to retirees, at their expense. The premium cost for retiree health insurance shall not increase by more than five percent (5%) per year.

ARTICLE 22
PENSION

Section 1. Effective the first pay period following May 1 in each contract year, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more, as set out below:

2012	2013	2014	2015	2016
$182.20	$193.10	$204.70	$217.00	$225.70

The Fund shall be the Central States Southeast and Southwest Areas Pension Fund.

Section 2. If an employee is absent due to illness or off-the-job injury and notifies the employer of such absence, the employer shall continue to make the required contributions for a period of four (4) weeks.

Section 3. If an employee is injured on the job, the employer shall continue to pay the required contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than 52 weeks.

Section 4. The Ruan 401(k) Plan is available to all bargaining unit personnel. Employees may participate in the 401(k) plan after 60 days of employment. Employees may contribute from 1% to 15% of their income each pay period. These monies are deducted from gross earnings before income taxes are calculated. It is understood that the Plan as modified is being offered under a ***"NO COMPANY MATCH PROVISION".***

ARTICLE 23
UNION STEWARDS

Section 1. The Company recognizes the right of the Union to designate stewards from the Company's seniority list. The Company will not grant stewards or alternates any special privileges.

Section 2. The authority of stewards and alternates shall be limited to, and shall not exceed, the following duties and activities: the investigation and presentation of grievances in accordance with this Agreement; the transmission of messages and information which originates with and are authorized by the local Union or its officers, provided these messages and information have been reduced to writing, or if not reduced to writing, are of a routine nature and do not involve a work stoppage, slowdown, refusal to handle goods, or any other interference with the Company's business.

Section 3. The Company has the authority to discipline a steward or alternate that violates this Article, or violates any part of this Agreement.

Section 4. Stewards shall be permitted reasonable time to process grievances on company time. Stewards shall be allowed to attend grievance meetings and have their runs "held" as long as delivery windows are not affected.

ARTICLE 24
BARGAINING UNIT WORK

Section 1. The Company retains the right and sole discretion to assign supervisory personnel and/or non-bargaining unit personnel to perform bargaining unit work, for training purposes only.

ARTICLE 25
NO STRIKE/NO LOCKOUT

Section 1. During the term of this Agreement, there will be no strike, work stoppage, picketing, at the Company's facility, work slowdown, sympathy strike, deliberate withholding of production, boycott (primary or secondary), or any other form of economic pressure directed against the Company or any of its services on the part of the Union, its member, or any individual covered by this Agreement. The Company shall not lock out any bargaining unit employee during the term of this Agreement.

ARTICLE 26
SEPARABILITY SAVINGS AND COMPLETE AGREEMENT

Section 2. Regular employees shall be notified as to the time of the day they shall report for work, and they shall be notified at the close of a day's work as to any change in time to report on the following day.

Section 3. Each employee shall have one (1) scheduled day of rest each week, which shall consist of a minimum of twenty-four (24) hours. Should an employee be required to work on the scheduled day off, he/she shall be paid at the rate of double time (2x).

When it is necessary to change an employee's schedule because of pre-holiday and holiday weeks or changes in operations, one (1) weeks' notice of change in schedule will be given. Rescheduled drivers will keep their bid start times, and will be assigned runs in the same general area as they have bid, to the extent reasonably possible.

Section 4. If employees are required to wear uniforms, such uniforms shall be furnished by the Employer.

Section 5. Employees who are injured on the job and are judged able to return to work will be paid for the full work shift if they return to work and resume their duties, or if the shift is finished; if it is determined that they cannot return to work, they will be paid until the end of their normal work shift to a maximum of twelve (12) hours. An employee who is scheduled by the attending physician for further treatment during such employee's scheduled working hours will be paid for time lost due to such treatment.

Section 6. All wearing apparel and safety equipment required by the Employer shall be furnished by the Employer. The Company agrees to provide safety shirts in place of safety vests, for all shop employees. The Company will also provide coats with appropriate reflective safety markings to shop employees, for use during cold weather months. The Company will purchase one pair of safety shoes through the Company's shoe program per year for all drivers, at a per employee cost of up to $150.00. It will be mandatory that employees wear safety shoes during working hours.

Section 7. No employee will be required to operate defective equipment.

ARTICLE 32
DURATION OF AGREEMENT

This Agreement shall be in full force and effect from December 4, 2012 until December 4, 2017, and shall continue in full force and effect for each year after that until written notice of the desire to modify or terminate the Agreement is served by either party on the other, at least sixty (60) days prior to the expiration of the contract or any automatic extension of the Agreement.

RUAN TRANSPORT CORPORATION

Redacted by U.S. Department of the Treasury

By: [redacted]

Date: 12/21/12

TEAMSTERS LOCAL UNION NO. 171
Affiliated with International Brotherhood of Teamsters, AFL-CIO

Redacted by U.S. Department of the Treasury

By: [redacted]

Date: 2/15/13

RECEIVED
MAR 13 2013
CONTRACT DEPARTMENT

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JUL 2 3 2014

CONTRACT
DEPARTMENT

COLLECTIVE BARGAINING AGREEMENT

Between

J.H. RUDOLPH & CO., INC.

and

CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 215

Evansville, Indiana

Effective April 1, 2014
to and including
April 1, 2017

MEMORANDUM OF UNDERSTANDING

PREAMBLE

(Delete Existing Preamble Language on pgs 3- 4 and substitute following language)

J.H. Rudolph & Co., Inc ("Employer") and Teamsters Local 215 ("Local 215") both recognize competitive conditions in Local 215's geographical jurisdiction are unique in the Employer's business, when compared to the rest of Indiana. These conditions affect not only the Employer but also employment opportunities for Local 215 members.

Based on these conditions, the parties believe it is in their best interests to enter into several Letters of Understanding ("LOU") regarding the Heavy Highway Agreement. It is the parties' express intent that these LOUs are part of their contract and take precedence over any language in the Heavy Highway Agreement ("Agreement") to the contrary, even if the LOU and Agreement are in direct conflict and the Agreement must be given no meaning in interpreting the contract. This contract applies in the geographical jurisdiction of Local 215.

LOU A

(Regarding Article 1 and Article 25)

Article 1 is deleted in its entirety and the following language is substituted:

Section 1. Local 215 shall represent for purposes of collective bargaining, only the truck driver employees as hereafter defined. Truck driver employee is defined as a person who draws wages from the Employer who drives a licensed truck on the construction site performing highway and heavy construction work as set out in Article 2 and on whom the Employer pays Social Security taxes, excluding employees driving grease trucks and excluding pick-up trucks except as specified in Article 9. Excluded and not considered employees of the Employer for any purposes, including fringe benefit contributions under Articles 22 and 23, notwithstanding

Since this Agreement is between the Employer and Local 215, the Employer agrees to execute all necessary documents and adopt the Trust agreements for the Indiana Teamsters Health and Welfare Fund and Central States Pension Fund.

Section 8 of Article 22 and Section 11 of Article 23 are deleted.

LOU N

(In Addition to Article 31

This contract is between the Employer and Local 215. Any notices and procedures required under this Article are the rights and responsibilities of the Employer and Local 215.

LOU O

Beginning April 1, 2004, the employer agrees to pay to the Teamsters Local 215 No. 215 Scholarship and Educational Trust Fund Seven Cents ($0.10) for each hour worked by each employee working under this Agreement. The check should be made payable to same and mailed to PO Box 1040, Evansville, IN 47706 on a monthly basis.

LOU P

(Regarding Article 9 and Attachment 1)

Local 215 recognizes that stockpiling is not bargaining unit work and disclaims any right to this work. As such, Local 215 recognizes it is within the sole discretion of the Employer whether employees are assigned to stockpiling work.

LOU Q

ORIGINAL

COLLECTIVE BARGAINING AGREEMENT

Between

TEAMSTERS LOCAL UNION NO. 600
161 Weldon Parkway
Maryland Heights, MO 63043

And

RUSH EXPRESS AND TRANSFER COMPANY COVERING WUNDERLICH FIBRE BOX EXCLUSIVELY

Effective

April 1, 2013 to March 31, 2018

RECEIVED
MAY 29 2013
CONTRACT DEPARTMENT

AGREEMENT

This Agreement is entered into by and between **RUSH EXPRESS AND TRANSFER COMPANY** located in St. Louis, Missouri, hereafter called the "Company" and **TEAMSTERS LOCAL UNION NO. 600** of Maryland Heights, Missouri, hereafter called the "Union", for the purpose of establishing rates of pay, wages, hours of work and conditions of employment to be observed by the parties hereto.

ARTICLE 1. UNION RECOGNITION

Section 1. The Company agrees to recognize the Union as the sole and exclusive collective bargaining representative in all matters pertaining to wages, hours and working conditions for all full-time truck drivers employed at its facility located in St. Louis, Missouri, excluding all clerical employees, watchmen, timekeepers, guards and supervisors as defined in the Act.

Section 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 3. The Company agrees that it will not sponsor or promote financially or otherwise any group or labor organization, nor coerce or discriminate against any of its employees in connection with their membership in the Union.

ARTICLE 2. UNION SECURITY

It is agreed between the parties that as a condition of employment, all persons who are hereafter employed by the Company in this unit shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment, and that the continued employment by the Company in said unit of persons who are already members in good standing shall be conditioned upon those persons continuing their payment of the periodic dues of the Union. The failure to pay the periodic dues of the Union shall, upon written notice to the Company by the Union to such effect, obligate the Company to discharge such persons within six (6) days.

ARTICLE 3. CHECK-OFF OF DUES AND INITIATION FEES

The Company agrees to deduct any back unpaid Union dues and/or initiation fees owed the Union (provided such indebtedness for dues and/or initiation fees was incurred during employment with the Company), as well as current monthly Union dues and initiation fees, from the paychecks of all employees who have signed proper legal authorizations for such deductions and who are covered by this Agreement, on the last payday of the month preceding the month for which such current Union dues and initiation fees are due the Union. The Company further agrees to remit to the Secretary/Treasurer of the Union, immediately after the check-off payday, all Union dues and initiation fees so deducted from the pay checks of employees covered by this

Section 4. The Employer's financial obligation shall be limited to payment of the weekly contributions and the Employer shall not, in any respect, be liable for insurance benefits.

Section 5. The term "regular employees" as used in this Agreement means those employees who are employed on a regular full-time basis who have satisfactorily completed a probationary period. The term "regular employees" does not include temporary employees, extra employees, or replacement employees hired as substitute for regular employees who are ill, on leave of absence or on vacation. In the event of any conflict between the terms of this Agreement and those of any trust agreement establishing the "Fund" the terms of this Agreement shall prevail.

Section 6. NOTE: On June 19, 1985, the U.S. Supreme Court issued its decision in Central States, Southeast and Southwest Area Pension Fund v. Central Transport, Inc. affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employers' 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 Agreement.

ARTICLE 14. PENSION PLAN

Section 1. 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 forty-five (45) calendar days on the payroll, the following pension contribution rates to maintain the established level of benefits:

Effective 4/01/13 the sum of $52.90/day to a maximum of $264.50/week
Effective 4/01/14 the sum of $56.10/day to a maximum of $280.50/week
Effective 4/01/15 the sum of $59.50/day to a maximum of $297.50/week
Effective 4/01/16 the sum of $61.90/day to a maximum of $309.50/week
Effective 4/01/17 the sum of $64.40/day to a maximum of $322.00/week

Section 2. 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 contribution during the period of absence up to a maximum of four (4) weeks. If a regular employee is injured on the job, the Employer shall continue to make the required contribution during the period of absence cause by such on-the-job injury up to a maximum of six (6) months.

Section 3. 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 forty-five working days.

Section 4. In the case of a party to this Agreement failing to comply with the Pension Fund payments or contributions to the Fund, the Union will give the Employer a seventy-two (72) hours advance written notice of the Union's authorization of strike action.

Section 5. The term "regular employees" as used in this agreement means those employees who are employed on a regular full-time basis who have satisfactorily completed a probationary period. The term "regular employees" does not include temporary employees, extra employees, or replacement employees hired a substitute for regular employees who are ill, on leave of absence or on vacation. In the event of any conflict between the terms of this Agreement and those of any trust agreement establishing the "Fund" the terms of this Agreement shall prevail.

Section 6. NOTE: On June 19, 1985, the U.S. Supreme Court issued its decision in Central States, Southeast and Southwest Area Pension Fund v. Central Transport, Inc. affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employers' 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 Agreement.

Section 7. 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 the purposes of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years) will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

ARTICLE 15. VALIDITY - COMPLIANCE WITH THE LAW

Should any court hold any part of this Agreement invalid, such decision shall not invalidate any other part of this Agreement.

The Company and the Union will comply with any and all federal and state laws.

This Agreement shall constitute the sole and entire Agreement between the parties.

ARTICLE 16. SAFETY AND D.O.T. COMPLIANCE

It is agreed between the parties that as a condition of employment, all persons who are hereinafter employed by the Company shall comply with the Company's written Safety Program as prescribed by the Federal Motor Carrier Safety Regulations of the U.S. Department of Transportation.

ARTICLE 17. DURATION OF AGREEMENT

This Agreement shall become effective as of the 1st day of April, 2013, and shall expire on the 31st day of March, 2018, except that it will continue from year to year thereafter unless written notice of termination or desired modification is given to the other party at least sixty (60) days prior to any yearly expiration date by either of the parties hereto.

AGREEMENT

effective

April 1, 2013 through March 31, 2018

between

Cavalier Cartage

and

Teamsters Local 337

RECEIVED
APR 22 2013
CONTRACT DEPARTMENT

The International Brotherhood of Teamsters

CAVALIER CARTAGE

LOCAL

A G R E E M E N T

For the Period of:

APRIL 1, 2013

through

MARCH 31, 2018

CAVALIER CARTAGE
LOCAL
AGREEMENT

COVERING LOCAL CARTAGE EMPLOYEES OF,
CAVALIER CARTAGE

For the period of:

April 1, 2013 through March 31, 2018

covering:
operations in the State of Michigan
and
operations into and out of all contiguous territory.

Cavalier Cartage hereinafter referred to as the "EMPLOYER" and the TEAMSTERS and Local Union No. 337 which Local Union is an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, agree to be bound by the terms and conditions of this Agreement.

ARTICLE 1.

PARTIES TO THE AGREEMENT

Section 1. Employers Covered

The Employer consists of an individual Employer who become signator to this Agreement and Supplemental Agreements as hereinafter set forth. The signator's represent that they are duly authorized to enter into this Agreement and Supplemental Agreements on behalf of their members under and as limited by their authorizations as submitted prior to negotiations.

Section 2. Transfer of Company Title or Interest

The Employer's obligations under this Agreement including Supplements shall be binding upon its successors, administrators, executors and assigns. The Employer agrees that the obligations of this Agreement shall be included in the agreement of sale, transfer or assignment of the business. In the event an entire active or inactive operation, or a 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 rights shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Transactions covered by this provision include stock sales or exchanges, mergers, consolidations, spin-offs or any other method by which a business is transferred.

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, as set forth above, the Employer (including partners thereof) shall be liable to the Local Union(s) and to the employees covered for all damages sustained as a result of such failure to require the assumption of the terms of this Agreement until its expiration date, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement. The obligations set forth above shall not apply in the event of the sale, lease or transfer of a portion of the rights comprising less than all of the signator Employer's rights to a non-signator company unless the purpose is to evade this Agreement. Corporate reorganizations by a signatory Employer, occurring during the term of this Agreement, shall not relieve the signatory Employer or the re-organized employer of the obligations of this Agreement during its term.

When a signator to this Agreement purchases rights from another signator, the provisions of Article 5 shall apply. The applicable layoff provisions of this Agreement shall apply.

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, or other one entity involved in the sale, merger, consolidation, acquisition, transfer, spin-off, lease or other transaction by which the operation covered by this Agreement or any part thereof, including rights only, may be transferred. Such notice shall be in writing, with a copy to the Local

Agreement.

ARTICLE 55
PENSIONS

Effective April 1, 2013, the Employer shall contribute two hundred fifty eight dollars and fifty cents ($258.50) to the Central States, Southeast and Southwest Areas Pension Fund the sum of per week, for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective April 1, 2014 the rate will increase to two hundred seventy four dollars and zero cents ($274.00). Effective April 1, 2015 the rate will increase to two hundred ninety dollars and forty cents ($290.40). Effective April 1, 2016 the rate will increase to three hundred two dollars and zero cents ($302.00). Effective April 1, 2017 the rate will increase to three hundred fourteen dollars and ten cents ($314.10).

NOTE: It is agreed that the Employer maintains a weekly contribution rate program together with new increases, and not the daily rate program wherever referenced in the following paragraphs, with exception to Casuals which are to be paid at the current "Daily" rate.

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

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (five (5) days per week) for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment ceases.

If an employee is injured on the job, the Employer shall continue to pay the required 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 (12) months beginning with the first (lst) 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 Conference Joint Area Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Conference Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Conference Joint Area Committee may also determine whether the Employer's claim was bona fide.

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

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 Employers' 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 Agreement.

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.

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.

NOTE: employer is noted be under a weekly contribution program only, as outlined above. There is no provision for daily rate application under this agreement.

ARTICLE 56
Not Applicable

AGREEMENT

effective

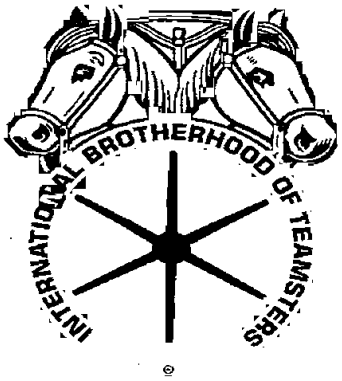
April 1, 2013 through March 31, 2018

between

Industrial Switching

and

Teamsters Local 337



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APR 22 2013
CONTRACT DEPARTMENT

The International Brotherhood of Teamsters

INDUSTRIAL SWITCHING

LOCAL

AGREEMENT

For the Period of:

APRIL 1, 2013

through

MARCH 31, 2018

INDUSTRIAL SWITCHING
LOCAL
AGREEMENT

COVERING EMPLOYEES
OF INDUSTRIAL SWITCHING

For the period of:

April 1, 2013 through March 31, 2018

covering:
operations in the State of Michigan

Industrial Switching, hereinafter referred to as the "EMPLOYER" and the TEAMSTERS Local Union No.337 which Local Union is an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, agree to be bound by the terms and conditions of this Agreement.

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

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 Employers' 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 Agreement.

ARTICLE 55
PENSIONS

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NOTE: It is agreed that the Employer maintains a weekly contribution rate program together with new increases, and not the daily rate program wherever referenced in the following paragraphs, with exception to Casuals which are to be paid at the current "Daily" rate.

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

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (five (5) days per week) for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment ceases.

If an employee is injured on the job, the Employer shall continue to pay the required 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 (12) months beginning with the first (lst) 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 apply to active employees on the seniority list who are available for works 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 Conference Joint Area Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Conference Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Conference Joint Area Committee may also determine whether the Employer's claim was bona fide.

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

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 Employers' 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 Agreement.

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.

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.

NOTE: employer is noted to be under a weekly contribution program only, as outlined above. There is no provision for daily rate application under this agreement.

ARTICLE 57
SEPARATION OF EMPLOYMENT

Upon discharge, the Employer shall pay all money due to the employee (subject to the provisions of Article 23 of the Cavalier Cartage Master Agreement). Upon quitting, the Employer shall pay all money due to the employee on the payday in the week following such quitting.

ARTICLE 58
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 59
RAIN GEAR, APRONS, GLOVES, AND YARD LIGHTS

Terminal yardmen and hostlers shall be provided with rain gear including rubber gloves. Any employee physically handling, in substantial quantities, hides,

AGREEMENT

between:

RYDER TRANSPORTATION SERVICES, INC.

and

TEAMSTERS LOCAL UNION NO. 908 (LIMA, OHIO)
And
TEAMSTERS LOCAL UNION NO. 92 (MASSILLON, OHIO)

RECEIVED
AUG 10 2012
CONTRACT DEPARTMENT

Effective:

May 6, 2012 through May 6, 2017

AGREEMENT

THIS AGREEMENT, made and entered into on the date hereinafter set forth but effective as of May 6, 2012, by and between Ryder Transportation Services, Inc., at 1842 N. Sugar St. Lima, OH 45801, and 3950 Commerce Dr. SW, Massillon, OH 44646, hereinafter referred to as the "Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 908 and LOCAL NO. 92, hereinafter referred to as the "Union".

WITNESSETH: This Agreement as to wages, hours and working conditions is entered into and shall be binding on the parties hereto from May 6, 2012, until terminated as hereinafter provided.

ARTICLE 1—EMPLOYMENT AND UNION MEMBERSHIP

1. The Employer recognizes the Union as the sole and exclusive collective bargaining agent of all employees working in the classifications set forth in this Agreement and Addendum thereto.

2. All work presently being performed under and by virtue of the job classifications herein shall continue to be performed by the employees in the bargaining unit herein.

3. It shall be a condition of employment that all such employees who are members of the Union on the effective date of this Agreement shall remain members in good standing and those who are not members shall become and remain members on the thirty-first (31st) day following the effective date of this Agreement. All such employees hired on and after its effective date shall become and remain members on the thirty-first (31st) day following the beginning of their employment.

4. The Employer agrees to give equal consideration to Union members when hiring new employees.

5. New employees shall be considered as probationary employees for a period of ninety (90) calendar days and during this period the Employer may transfer, layoff or discharge said employee without notice or termination pay. At the completion of the probation period, employees shall be placed on the regular seniority roster, and seniority shall date from the first (1st) day of hire. The Employer agrees to provide the Union with the name and hiring date of all new employees.

6. Upon the receipt of a duly executed authorization assignment, the Employer agrees to deduct from the pay of all employees the established monthly Dues, Initiation Fees and uniformly levied legal assessments of the Union. It is further agreed that the Employer shall remit deductions to the Union prior to the end of the month for which such deduction is made.

7. Expenses of physical examination of employees required as a condition of employment or any annual physical required by law, shall be paid by the Employer. The physician shall be selected by the Employer.

(c) The employees shall share in the cost of their respective insurance plans as follows:

The employee share is currently $25.00 per week.
Effective: January 1, 2013 through December 31, 2017: $50.00 per week.

2. **Pension Fund:**

The Employer agrees to contribute per week for each employee in the bargaining unit to the Pension Fund designated by the Union and further agrees to make remittances of such contributions in accordance with the rules established by the Fund Trustees and the Declaration of Trust.

The Employers' contribution to such Pension Fund shall be:
$193.10 per week effective May 6, 2012
$200.80 per week effective May 5, 2013
$208.80 per week effective May 4, 2014
$217.20 per week effective May 3, 2015
$225.90 per week effective May 1, 2016

The Pension Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension funds under this Contract for operations under this Contract or for operations under the Southeast and Southwest Areas Contract to which employees who are party to this Contract are also parties.

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

By the execution of this Agreement, the Employer shall enter into an appropriate trust agreement with the Fund.

3. **Continuation of 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 its share of the required Health and Welfare and Pension contributions for a period of thirteen (13) weeks or for the period as defined by the Company's current short-term disability policy, whichever is greater. If an employee is receiving short-term disability benefit payments, the required health and welfare co-payment contributions will be deducted from the short-term disability payments.

If an employee is injured on-the-job, the Employer shall continue to pay its share of the required Health and Welfare and 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 receiving Workers' Compensation benefit payments, the employee must make the required co-payment contributions for said benefits during the leave. If an employee is granted a leave of absence, the Employer shall collect from said Employee sufficient monies to pay the required co-payment contributions into the Health and Welfare and/or Pension Funds during the period of absence. When an employee returns from leave, any missing co-payment contribution amounts will be taken from his or her pay until all missing contribution amounts have been received.

4. **401 (k) Plan:**

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

The Employer will make or cause to be made payroll deductions from participating employees' wages, in accordance with each employee's salary deferral election subject to compliance with ERISA and the relevant tax code provisions. The Employer will forward withheld sum to State Street Bank or its successor at such time, in such form and manner as required pursuant to the Plan and Declaration of Trust (the "Trust").

The Employer will execute a Participation Agreement with Local(s) 908 and 92 and the Trustees of the Plan evidencing Employer participation in the Plan effective prior to any employee deferral being received by the Plan.

ARTICLE 4—FUNERAL LEAVE

In the event of a death in the employee's immediate family, i.e., Father, Mother, Brother, Sister, Child, Step-Child, Current Spouse, Current Mother-in-Law, Current Father-in-Law, Grandparents, or Grandchild, it is recognized that three (3) consecutive working days shall be granted to the employee to attend the funeral services. The employee shall suffer no loss in pay. The day's pay shall be, in the case of hourly rated employees, the straight time hourly rate for a normal scheduled work day, all exclusive of any premium pay or overtime.

AGREEMENT

between:

RYDER TRANSPORTATION SERVICES, INC.

and

TEAMSTERS LOCAL UNION NO. 908 (LIMA, OHIO)
And
TEAMSTERS LOCAL UNION NO. 92 (MASSILLON, OHIO)

RECEIVED
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Effective:

May 6, 2012 through May 6, 2017

AGREEMENT

THIS AGREEMENT, made and entered into on the date hereinafter set forth but effective as of May 6, 2012, by and between Ryder Transportation Services, Inc., at 1842 N. Sugar St. Lima, OH 45801, and 3950 Commerce Dr. SW, Massillon, OH 44646, hereinafter referred to as the "Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 908 and LOCAL NO. 92, hereinafter referred to as the "Union".

WITNESSETH: This Agreement as to wages, hours and working conditions is entered into and shall be binding on the parties hereto from May 6, 2012, until terminated as hereinafter provided.

ARTICLE 1—EMPLOYMENT AND UNION MEMBERSHIP

1. The Employer recognizes the Union as the sole and exclusive collective bargaining agent of all employees working in the classifications set forth in this Agreement and Addendum thereto.

2. All work presently being performed under and by virtue of the job classifications herein shall continue to be performed by the employees in the bargaining unit herein.

3. It shall be a condition of employment that all such employees who are members of the Union on the effective date of this Agreement shall remain members in good standing and those who are not members shall become and remain members on the thirty-first (31st) day following the effective date of this Agreement. All such employees hired on and after its effective date shall become and remain members on the thirty-first (31st) day following the beginning of their employment.

4. The Employer agrees to give equal consideration to Union members when hiring new employees.

5. New employees shall be considered as probationary employees for a period of ninety (90) calendar days and during this period the Employer may transfer, layoff or discharge said employee without notice or termination pay. At the completion of the probation period, employees shall be placed on the regular seniority roster, and seniority shall date from the first (1st) day of hire. The Employer agrees to provide the Union with the name and hiring date of all new employees.

6. Upon the receipt of a duly executed authorization assignment, the Employer agrees to deduct from the pay of all employees the established monthly Dues, Initiation Fees and uniformly levied legal assessments of the Union. It is further agreed that the Employer shall remit deductions to the Union prior to the end of the month for which such deduction is made.

7. Expenses of physical examination of employees required as a condition of employment or any annual physical required by law, shall be paid by the Employer. The physician shall be selected by the Employer.

(c) The employees shall share in the cost of their respective insurance plans as follows:

The employee share is currently $25.00 per week.
Effective: January 1, 2013 through December 31, 2017: $50.00 per week.

2. **Pension Fund:**

The Employer agrees to contribute per week for each employee in the bargaining unit to the Pension Fund designated by the Union and further agrees to make remittances of such contributions in accordance with the rules established by the Fund Trustees and the Declaration of Trust.

The Employers' contribution to such Pension Fund shall be:
$193.10 per week effective May 6, 2012
$200.80 per week effective May 5, 2013
$208.80 per week effective May 4, 2014
$217.20 per week effective May 3, 2015
$225.90 per week effective May 1, 2016

The Pension Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension funds under this Contract for operations under this Contract or for operations under the Southeast and Southwest Areas Contract to which employees who are party to this Contract are also parties.

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

By the execution of this Agreement, the Employer shall enter into an appropriate trust agreement with the Fund.

3. **Continuation of 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 its share of the required Health and Welfare and Pension contributions for a period of thirteen (13) weeks or for the period as defined by the Company's current short-term disability policy, whichever is greater. If an employee is receiving short-term disability benefit payments, the required health and welfare co-payment contributions will be deducted from the short-term disability payments.

If an employee is injured on-the-job, the Employer shall continue to pay its share of the required Health and Welfare and 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 receiving Workers' Compensation benefit payments, the employee must make the required co-payment contributions for said benefits during the leave. If an employee is granted a leave of absence, the Employer shall collect from said Employee sufficient monies to pay the required co-payment contributions into the Health and Welfare and/or Pension Funds during the period of absence. When an employee returns from leave, any missing co-payment contribution amounts will be taken from his or her pay until all missing contribution amounts have been received.

4. **401 (k) Plan:**

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

The Employer will make or cause to be made payroll deductions from participating employees' wages, in accordance with each employee's salary deferral election subject to compliance with ERISA and the relevant tax code provisions. The Employer will forward withheld sum to State Street Bank or its successor at such time, in such form and manner as required pursuant to the Plan and Declaration of Trust (the "Trust").

The Employer will execute a Participation Agreement with Local(s) 908 and 92 and the Trustees of the Plan evidencing Employer participation in the Plan effective prior to any employee deferral being received by the Plan.

ARTICLE 4—FUNERAL LEAVE

In the event of a death in the employee's immediate family, i.e., Father, Mother, Brother, Sister, Child, Step-Child, Current Spouse, Current Mother-in-Law, Current Father-in-Law, Grandparents, or Grandchild, it is recognized that three (3) consecutive working days shall be granted to the employee to attend the funeral services. The employee shall suffer no loss in pay. The day's pay shall be, in the case of hourly rated employees, the straight time hourly rate for a normal scheduled work day, all exclusive of any premium pay or overtime.

AGREEMENT
BETWEEN

TEAMSTERS "GENERAL" LOCAL UNION NO.200

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DEPARTMENT

AND

RYDER TRUCK RENTAL, INC.

November 01, 2011 – October 31, 2015

AGREEMENT

Between

RYDER TRUCK RENTAL, INC.

(As stipulated herein)

And

TEAMSTERS "GENERAL" LOCAL NO. 200

NOVEMBER 1, 2011 through OCTOBER 31, 2015

AGREEMENT

PARTIES AND PREAMBLE

THIS AGREEMENT made and entered into this 1st day of November, 2011 by and between RYDER TRUCK RENTAL, INC. located at 9301 West Heather Avenue, Milwaukee, WI 53224, hereinafter referred to as the Company or the Employer and the TEAMSTERS UNION "GENERAL" LOCAL 200 hereinafter referred to as the Union.

THIS AGREEMENT shall constitute the complete and only statement of contractual relationship between the Employer and the Union. No amendment or alteration shall be effective unless it is made in writing, dated, and signed by the Employer and the Union.

THIS AGREEMENT shall be binding upon the parties hereto and their successors or assignees.

ARTICLE 1 – RECOGNITION

The Employer recognizes TEAMSTERS UNION "GENERAL" LOCAL 200 as the exclusive bargaining agent for all Tech and Service grade Employees, but excluded are all office clerical Employees, guards, and supervisors as defined in the Act.

In the event that any of the terms or provisions of this Agreement shall be or become invalid by reason of any Federal and/or State law, such invalidity or unenforceability shall not effect or impair any other terms or provisions of this Agreement. However, in such case, both parties agree to negotiate such terms and provisions determined invalid by reason of any Federal or State law.

ARTICLE 2 – NO STRIKE NO LOCKOUT

SECTION 1. The Employer agrees that so long as this Agreement is in effect, there shall be no lockouts. The closing down of an installation or any part thereof for business reasons shall not be construed to be a lockout. The Union, or its representatives, members, and Employees, covered by this Agreement agree that so long as this Agreement is in effect there shall be no strikes, sit-downs, slowdowns, stoppage of work, boycotts, or any unlawful acts that interfere with the Employer's operation or the production or sale of its products and services.

SECTION 2. Any violation of the foregoing provisions may be made the subject of disciplinary action, including discharge, and shall not be subject to the grievance procedure.

SECTION 3. In the event of such violations and after notice from the Employer, the Union shall immediately order the Employees to return to work and shall authorize the posting of a notice that the strike is not sanctioned.

SECTION 3. Employees will receive eight (8) hours straight time plus shift premium, if applicable, when the above holidays are observed. When a holiday is observed during an Employee's scheduled vacation or regularly scheduled day off, the Employee will receive an additional eight (8) hours straight time pay or an additional day off as mutually agreed between the Company and the Employee.

SECTION 4. An Employee must work the working day before and the working day after a holiday to receive holiday pay unless prior approval is obtained from the Service Manager. However, if an Employee is initially laid off and subsequently called back to work during a 30-day calendar period beginning 15 calendar days before and terminating 15 calendar days after a recognized paid holiday, then that Employee will be entitled to holiday pay for the particular holiday.

SECTION 5. An Employee who is scheduled to work on a holiday and who does not report for work at the time designated shall forfeit holiday pay unless a proven acceptable excuse is obtained.

SECTION 6. To be eligible for holiday pay an Employee must have completed sixty (60) work days with the Employer.

SECTION 7. For the purpose of computing overtime, holidays not worked but paid for shall be counted as time worked.

ARTICLE 26 – UNIFORMS

SECTION 1. Employees will be required to wear uniforms and will be supplied an adequate number of uniforms on a weekly or bi-weekly basis. The Company will pay the cost of the uniforms and laundering.

SECTION 2. All Employees must fully abide by the Company's Personal Protection Equipment (P.P.E.) Policy. This will include the wearing of required safety gear and the practice of "lock-out and tag-out" procedures. The Company agrees to purchase the Employee's safety/work shoes (by providing a boot reimbursement with a 2 year option available twice the annual amount in lieu of annual option.)

ARTICLE 27 – PENSION PLAN

SECTION 1. In accordance with the chart below, the Company shall contribute to the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the amount listed in the chart for each eligible full-time Employee who has completed thirty (30) days of employment.

Effective Date	Amount per week
November 1, 2011	$80.80
November 1, 2012	$85.60
November 1, 2013	$89.00
November 1, 2014	$92.60

* if pension cost increases rise above 8% per year, the additional costs will be deducted from the annual wage increases

The company shall continue weekly contributions based on a forty-hour workweek, while an employee is off work due to paid vacation or paid holidays.

SECTION 2. If an Employee is absent because of proven illness or off the job accident and notified the Employer of such absence, the Employer shall continue to make the required contribution for a period of four (4) weeks. If an eligible employee is absent because of proven injury on the job and notifies the Employer of such absence, the Employer shall continue to make the required contributions until the employee returns to work. However, such contributions shall not be paid for a period of more than twelve (12) months.

SECTION 3. If an Employee is granted a Leave of Absence, in accordance with Article XVII of the Agreement, the Employer shall collect from the Employee, prior to the Leave of Absence becoming effective, sufficient monies to pay the required contribution in to the pension fund during the absence.

SECTION 4. All employees covered by this Agreement will be covered by the Ryder System, Inc. Employee Savings Plan 401(k) in accordance with the policies of said programs. All changes or modifications to the benefit plans will be automatically incorporated as they occur without further negotiations. This includes, but is not limited to, any changes in the level of benefits, termination of benefits, company contributions or matches, which may be required by the Company.

In the event there is a conflict between the provisions of this Agreement and the Plan Document, the provisions of the Plan Document will control.

ARTICLE 28 – HEALTH AND WELFARE

SECTION 1. All full-time employees covered by this Agreement will be covered by the Ryder Health & Welfare Plans in accordance with the policies of said Plans. Any changes or modifications to the benefit plans will be automatically incorporated as they occur. This includes, but is not limited to, any employee contributions that may be required by the Employer.

AGREEMENT BETWEEN

RYDER TRUCK RENTAL, INC.

AND

CHAUFFEURS, TEAMSTERS AND HELPERS

LOCAL UNION NO. 414

FORT WAYNE, IN.

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June 1, 2012

Through

May 31, 2017

AGREEMENT

This Agreement by and between RYDER TRUCK RENTAL, INC. or their successors, (hereinafter referred to as the "Employer"), and the CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 414, of Ft. Wayne, Indiana, affiliated with the International Brotherhood of Teamsters, or its successors, (hereinafter referred to as the "Union").

ARTICLE I

Union Recognition

Section 1. The Employer recognizes the Union as the sole collective bargaining agent in all matters pertaining to wages, hours, and other terms and conditions of employment for all employees who are included in the collective bargaining unit as described in the National Labor Board Certification (Case No. 25RC4243).

Section 2. Employees as defined in the Agreement shall mean all garage employees of the Employer at its Ft. Wayne, Indiana garage at 2916 Goshen Road, or in the case of closing such facility and/or moving anywhere within the jurisdiction of Local Union No. 414, this current Agreement shall be recognized, but excluding all office clerical employees, professional employees, guards, and supervisors as defined in the Labor Management Relations Act of 1947, as amended.

ARTICLE 2

Management Rights

The management of the business and the direction of the working forces including the right to plan, direct and control garage operations, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities and the right to establish and maintain rules and regulations covering the operation of the garage, a violation of which shall be among the causes for discharge or discipline, are vested in the Employer, provided, however, that if the Employer proposed to establish any new rules of conduct, it shall first be discussed with and explained to the Union. Any right reserved to the Employer herein shall be exercised with due regard for the rights of employees as outlined in this Agreement and, provided further, that it will not be used for the purpose of invalidating any contract provisions. If any such new rules established by the Employer are unacceptable to the Union, it shall have recourse to the grievance and arbitration procedure with regard to its reasonableness.

a.) Approval in advance from Management as part of a regular work schedule
b.) The company reserves the right to limit the number of employees not taking lunch breaks if it negatively impacts customer service.

Section 12. Breaks Employees will be allowed two (2) ten minute breaks per day.

Section 13. Parts Room Job This job will not be a part of the regular semi-annual bidding procedure except in a layoff or in the event of a vacancy within the parts job.

Section 14. Job Protection The Employer agrees that it shall not use any leasing device or the transfer of work to a third party to evade the terms and conditions of this Agreement.

Section 15. Working Up When an employee is requested to do work in a higher rated classification, it shall be handled in the following manner:

When an employee begins work in the higher rated classification, he shall be guaranteed four (4) hours pay. In the event an employee works over four (4) hours in the higher rated classification, he shall receive the higher rate of pay for the entire day.

Any employee paid higher classification wage may perform the duties of a lower wage classification. This shall not apply to employees used for training purposes that may entitle him to advance in classification or skill.

ARTICLE 21

Health and Welfare

All full time employees covered by this Agreement will be covered by the Ryder Health and Welfare Plans in accordance with the policies of said programs. All changes or modifications to the benefits plans will be automatically incorporated as they occur. This includes, but is not limited to, any employee contribution toward health care costs, which may be required by the Employer. Annual increases in employee medical contributions will not exceed 13% per year. Employees who do not desire to participate have the option of affirmatively electing no coverage.

ARTICLE 22

Retirement Plan for Ryder System Employees

Section 1. Pension Plan for all Employees Hired Prior to June 1, 1990. The Employer will provide coverage and assume the entire cost for each employee covered by this Agreement in the non-contributory Ryder System Retirement Plan in effect and as may be amended from time to time. The Employer will make all necessary arrangements to comply with Federal, State, and local laws with respect to providing a pension for its employees.

Section 2. Pension Plan for all Employees Hired After June 1, 1990. The Employer shall contribute to the Central States Southeast and Southwest Areas Pension fund the following

amounts per week for each regular employee covered by this Collective Bargaining Agreement who has been on the payroll thirty (30) days or more.

Effective June 1, 2012 - $88.50 per week per eligible employee

Effective June 1, 2013 – $95.60 per week per eligible employee

Effective June 1, 2014 – $103.20 per week per eligible employee

Effective June 1, 2015 – $111.50 per week per eligible employee

Effective June 1, 2016 – $118.20 per week per eligible employee

Contributions to the Pension Fund must be made for each week on each regular employee. These contributions shall be made in accordance with the 1982 Schedule B benefit classification.

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

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

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

The parties agree that in the event that an individual employed by the Employer 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.

Section 3. Eligible employees, as define by Plan Document, shall have the opportunity to participate in the Ryder System, Inc. 401(k) Savings Plan, under the same terms and conditions generally applicable to Ryder Hourly employees. Uniform changes in the Plan shall be applicable to the employees covered by this agreement without further negotiations. In the event there is a conflict between the provisions of this Agreement and the Plan Document, the provisions of the Plan Document will control.

ARTICLE 23

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 Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf the deduction was made.

ARTICLE 24

Termination

Section 1. The Agreement shall be in full force and effect from June 1, 2012 to and including May 31, 2017, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either Party upon the other at least sixty (60) days prior to the date of expiration.

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

SC TRANSPORT, INC.

2013-2018 DRIVERS' ADDENDUM

SC Transport Inc. ("SC Transport" or "the Company") and Teamsters Joint Council #43, Local Union No. 406 ("the Union") agree as follows:

I. General

The National Master Freight Agreement covering the period from April 1, 2008 through March 31, 2013 ("NMFA"), and the Central Region Over-the-Road Motor Freight Supplemental Agreement for the same period ("Central Region Supplement"), are incorporated into this Addendum, except as expressly modified by this Addendum.

II. NMFA Provisions Deleted or Modified

The following articles or sections of NMFA are modified as stated:

Article 1 – Parties to the Agreement, Section 1 – Employers Covered, and Section 2 – Unions Covered, are deleted in their entirety.

Article 2 – Scope of Agreement, Section 3 – Non-covered Units, Part (b) - Additions to Operations: Over-The-Road and Local Cartage Supplemental Agreements, is deleted and replaced with the following:

"The agreement shall only be applicable to operations and terminals within the geographic jurisdiction of Teamsters Local 406 as of March 21, 2013."

Article 2 – Scope of Agreement, Section 4 – Single Bargaining Unit, and Section 5 – Riders, are deleted in their entirety.

Article 8 – National Grievance Procedure, Section 6 – Change of Operations, is deleted in its entirety.

Article 32 – Subcontracting, is deleted and replaced with the following:

"The Company will not assign or contract any routes or runs outside the SC Transport bargaining unit if the cumulative percentage of full truck loads driven by bargaining unit employees is less than 25% of all full truck loads shipped from Steelcase Grand Rapids distribution centers to Steelcase customers or dealers

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within a 325 miles radius. The cumulative percentage for any given month will be based on the loads hauled during the three preceding full calendar months."

Article 33 – Wages, Casual Rates, Premiums, and Cost-of-Living (COLA), is deleted and replaced with the following:

"All hourly and mileage pay rates will remain at $20.35 per hour and $.4925 per mile for the duration of this Agreement. Dispatchers will receive the Lead Man rate of pay."

Article 39 – Duration, Section 1, is amended to read as follows:

"This Agreement shall be in full force and effect from March 24, 2013, to and including March 31, 2018, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration. When notice of cancellation or termination is given under this Section, the Company and the Union shall continue to observe all terms of this Agreement until impasse is reached in negotiations, or until either the Company or the Union exercise their rights under Section 3 of this Article."

Section 2: "March 31, 2013" is replaced by "March 31, 2018"

Section 3: "April 1, 2013, is replaced by "April 1, 2018"

Section 4: "April 1, 2013" is replace by "April 1, 2018"

Sections 5 and 6: Unchanged.

III. Central Region Supplement Provisions Deleted or Modified

The following sections of the Central Region Supplement are amended as stated:

Article 51, Section 3 – Layovers, is amended to read as follows:

"Four (4) hours pay will be paid to any driver forced to layover overnight away from the Home Terminal for a period of 10 hours or more, under the following conditions:

-- Any driver forced to layover because of "split" deliveries, which causes the load category based on miles to change to the next load category. Example: A driver is assigned to a multi-stop 1 Day Load (based on miles), that unloads on two different days, so that the load is dispatched as a 2 Day Load. Or 2 Day to a 3 Day, 3 Day to a 4 Day, 4 Day to a 5 Day, etc.

-- A driver is forced to layover to make a pickup or delivery on his "in-town" day, when the driver could have driven to the home terminal within the allowed hours of service regulations.

This layover pay will be in addition to the normal pay for time spent in the process of making a delivery or pickup."

Article 52 - Pick-Up and Delivery Limitations; Article 54 – Mileage and Hourly Rates; Article 55 – Peddle Runs; and Article 56 – Two-Man Operations, are amended so that all hourly and mileage pay rates will remain at $20.35 per hour and $.4925 per mile for the duration of this Agreement. Dispatchers will receive the Lead Man rate of pay.

Article 53 – Minimum Guarantees: Article 53 is deleted and replaced with the following:

"The Company will offer each driver a combination of hours and miles sufficient to guarantee each driver gross earnings not less than $1,100.00 per week, unless the driver is ill, injured or absent by his own volition. The Company will offer each dispatcher at least 40 hours per week, unless the dispatcher is ill, injured, or absent by his own volition.

The Company guarantees that full-time drivers who have seniority as of March 22, 2013, will not be laid off during the period from March 27, 2013 through March 31, 2018, unless Steelcase Inc. ceases manufacturing operations in and around Kentwood, Michigan.

The pay, hours and layoff guarantees in this Article replace all other contract terms guaranteeing mileage, hours, pay amounts, or tenure of employment.

Any employee who makes deliveries or pickups on Saturday or Sunday shall receive a premium of four (4) hours pay in addition to his regular earnings."

Article 58 – Vacations, Section 4, is amended to read in its entirety as follows:

"The vacation period of each qualified employee shall be set with due regard for the desires, seniority, and preference of the employees, consistent with the efficient operation of the Employer's business. Drivers must use all of their vacation each year, and will not be paid for any vacation they don't use."

Article 61 – Health and Welfare Benefits is deleted and replaced with the following:

"During the term of this Agreement, all covered employees will be eligible for medical, dental, and disability benefits under the Steelcase Inc. Employee Benefit Plan, according to the terms of that plan and on the same terms that apply to Grand Rapids-based employees of Steelcase Inc. who are participants in that plan."

Article 62 – Pensions is deleted and replaced with the following:

"SC Transport will make pension contributions to the Central States, Southeast and Southwest Areas Pension Fund for the duration of this Agreement at the rates stated below. No deductions will be made from employee wages to fund pension rates.

Effective March 24, 2013: $51.60 maximum per day, $258.00 maximum per week.
Effective August 1, 2013: $54.70 maximum per day, $273.50 maximum per week.
Effective August 1, 2014: $58.00 maximum per day, $290.00 maximum per week.
Effective August 1, 2015: $61.60 maximum per day, $307.50 maximum per week.
Effective August 1, 2016: $64.00 maximum per day, $320.00 maximum per week.
Effective August 1, 2017: $66.60 maximum per day, $333.00 maximum per week.

It is understood by the Company and the Union that SC Transport is considered to be in compliance with the Central States Pension Fund's 2008 rehabilitation plan in accordance with the Pension Protection Act of 2006.

The agreement between the Company and the Union on pension contribution rates, as specified in this section, was made in the context of other economic provision of this collective bargaining agreement. Any modification to the 2008 CSPF rehabilitation plan, introduction of new rehabilitation rates, or any other modification to the pension contribution rates as specified in this Agreement shall entitle either party to reopen the economic provisions of this Agreement including the sections titled 'Wage Rates' and 'Pension.'"

Article 69 – Termination Clause is deleted. Termination will be governed by Article 39 of the NMFA as amended in this Addendum.

SC TRANSPORT, INC.

2013-2018 GARAGE ADDENDUM

SC Transport Inc. ("SC Transport" or "the Company") and **Teamsters Joint Council #43, Local Union No. 406** ("the Union") agree as follows:

I. General

The National Mas'er Freight Agreement for the period from April 1, 2008 through March 31, 2013 ("NMFA"), and the Central Region Over-the-Road Motor Freight Supplemental Agreement for the same period ("Central Region Supplement"), are incorporated into this Addendum, except as expressly modified by this Addendum.

II. NMFA Provisions Deleted or Modified

The following articles or sections of NMFA are modified as stated:

Article 1 – Parties to the Agreement, Section 1 – Employers Covered, and Section 2 – Unions Covered, are deleted in their entirety.

Article 2 – Scope of Agreement, Section 3 – Non-covered Units, Part (b) - Additions to Operations: Over-The-Road and Local Cartage Supplemental Agreements, is deleted and replaced with the following:

"This agreement shall only be applicable to operations and terminals within the geographic jurisdiction of Teamsters Local 406 as of March 21, 2013."

Article 2 – Scope of Agreement, Section 4 – Single Bargaining Unit, and Section 5 – Riders, are deleted in their entirety.

Article 8 – National Grievance Procedure, Section 6 – Change of Operations, is deleted in its entirety.

Article 33 – Wages, Casual Rates, Premiums, and Cost-of-Living (COLA), is deleted and replaced with the following:

"All pay rates will remain at the levels stated in Article 69 below for the duration of this Agreement."

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Article 39 – Duration, Section 1, is amended to read as follows:

"This Agreement shall be in full force and effect from March 24, 2013, to and including March 31, 2018, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration. When notice of cancellation or termination is given under this Section, the Company and the Union shall continue to observe all terms of this Agreement until impasse is reached in negotiations, or until either the Company or the Union exercise their rights under Section 3 of this Article."

Section 2: "March 31, 2013" is replaced by "March 31, 2018"

Section 3: "April 1, 2013, is replaced by "April 1, 2018"

Section 4: "April 1, 2013" is replace by "April 1, 2018"

Sections 5 and 6: Unchanged.

III. Central Region Supplement Provisions Deleted or Modified

The following articles or sections of the Central Region Supplement are modified as stated:

Article 61 – Health and Welfare Benefits is deleted and replaced with the following:

"During the term of this Agreement, all covered employees will be eligible for medical, dental, and disability benefits under the Steelcase Inc. Employee Benefit Plan, according to the terms of that plan and on the same terms that apply to Grand Rapids-based employees of Steelcase Inc. who are participants in that plan."

Article 62 – Pensions is deleted and replaced with the following:

"SC Transport will make pension contributions to the Central States, Southeast and Southwest Areas Pension Fund for the duration of this Agreement at the following rates. No deductions will be made from employee wages to fund pension rates.

Effective March 24, 2013: $49.90 maximum per day, $249.50 maximum per week.
Effective April 1, 2013: $52.90 maximum per day, $264.50 maximum per week.
Effective April 1, 2014: $56.10 maximum per day, $280.50 maximum per week.
Effective April 1, 2015: $59.50 maximum per day, $297.50 maximum per week.
Effective April 1, 2016: $61.90 maximum per day, $309.50 maximum per week.

Effective April 1, 2017: $64.40 maximum per day, $322.00 maximum per week.

It is understood by the Company and the Union that SC Transport is considered to be in compliance with the Central States Pension Fund's 2008 rehabilitation plan in accordance with the Pension Protection Act of 2006.

The agreement between the Company and the Union on pension contribution rates, as specified in this section, was made in the context of other economic provisions of this collective bargaining agreement. Any modification to the 2008 CSPF rehabilitation plan, introduction of new rehabilitation rates, or any other modification to the pension contribution rates as specified in this Agreement shall entitle either party to reopen the economic provisions of this Agreement including the sections titled 'Wage Rates' and 'Pension.'"

Article 69 – Termination Clause is deleted. Termination will be governed by Article 39 of the NMFA as amended in this Addendum.

IV. Additional Terms

ARTICLE 68
DUTIES AND QUALIFICATIONS OF CLASSIFICATIONS

Section 5. – Leadman

A leadman shall be defined as an employee who performs work but who directs the activities of other employees without the authority to hire or fire or effectively recommend such action; and/or who is charged with the responsibility of making decisions as to what repairs are necessary. Selection to or removal from this position shall be at the sole discretion of the Employer.

ARTICLE 69
WAGES AND HOURS

Section 1. – Wages and Hours

All pay rates will remain at the levels that were in effect as of March 24, 2013, for the duration of this Agreement.

Classification	
Power Mechanic	$25.53

AGREEMENT

between

SCI MISSOURI FUNERAL SERVICES, INC.
A Missouri Corporation

and

EMBALMERS UNIT OF
MISCELLANEOUS DRIVES, HELPERS, HEALTH CARE
AND PUBLIC EMPLOYEES LOCAL UNION No. 610
Affiliated with the International
Brotherhood of Teamsters

Effective

March 1, 2011

Through

February 28, 2016

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CONTRACT
DEPARTMENT

37.8.345

AGREEMENT

SCI Missouri Funeral Services, Inc., a Missouri Corporation, herein referred to as "the Employer," in consideration of the services of embalmer personnel and for other good and valuable consideration, has executed this Agreement with EMBALMERS UNIT of Local 610, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

ARTICLE 1
RECOGNITION AND SCOPE OF AGREEMENT

Employer recognizes the Union as the sole and exclusive representative for purposes of collective bargaining of all licensed regular, extra and probationary student and apprentice embalmers, who perform embalming services for all of the facilities the Employer operates within the geographical jurisdiction of the Union during the term of this Agreement.

ARTICLE 2
DEFINITIONS

2.1 Journeyman Embalmer. A journeyman embalmer is hereby defined as an embalmer who has completed an apprenticeship tenure as provided for in Embalmers Apprenticeship Standards or a satisfactory equivalent thereof and who is licensed by the State of Missouri to engage in the profession of embalming.

2.2 Student/Apprenticeship Embalmer. A student or apprentice embalmer is hereby defined as an apprentice training for the profession of embalming who is properly indentured in accordance with the provisions of the St. Louis, Missouri and vicinity Embalmer Apprenticeship Standards and who has completed six (6) months of employment as provided in Item 3 of the said Standards entitled Probationary Period.

ARTICLE 3
UNION SECURITY AND REFERRAL

3.1 Union Membership. All present employees of the Employer who are members of the Union as of the date of execution of this Agreement shall maintain their membership in the Union in good standing during the term of this Agreement as a condition of continued employment, subject to the limitations contained in the provisos to Section 8(a)(3) and the limitations contained in Section 8(b)(2) of the National Labor Relations Act, as amended. All other present employees and all new employees shall acquire membership in the Union, subject to the aforesaid statutory limitations, within thirty-one (31) days following date of execution of this Agreement or date of hire, whichever is later, and shall maintain such membership in good standing during the term of this Agreement as a condition of continued employment. Upon written notice from the Union advising that an employee has failed to acquire or maintain membership in the Union in good standing as qualified above, that Employer shall forthwith discharge the offending employee.

22.2 Bargaining Unit Employee Premium Co-Pays.

(A) Effective March 1, 2011 through February 28, 2016, bargaining unit employees receiving health insurance benefits pursuant to this Article shall contribute, through payroll deduction on a pre-tax basis, thirty percent (30%) of the weekly premium(s) set forth above.

22.3 Benefits During Absence for Illness/Off-the-Job Injury. If a bargaining unit employee who is eligible for health insurance benefits pursuant to this Article 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 contributions for a period of twelve (12) months, and the employee shall continue to reimburse the Employer for the appropriate co-pay amounts set forth above.

22.4 Benefits During Absence for On-the-Job Injury. If a bargaining unit employee who is eligible for health insurance benefits pursuant to this Article is injured on the job, the Employer 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 twelve (12) months. The employee shall continue to reimburse the Employer for the appropriate co-pay amounts set forth above.

22.5 Premium Collected Prior to Leave. If a bargaining unit employee is eligible for health insurance benefits pursuant to this Article and is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, the entire premium required for the period of said leave of absence. (Employer and employee portion.)

22.6 Administration. By the execution of this Agreement, the Employer authorizes the parties to enter into the appropriate Trust Agreements necessary for the administration of such Health and Welfare fund and to designate the Employer Trustees under such Agreement hereby waiving all actions taken or to be taken by such Trustees within the scope of their authority. The entire amount of the weekly premium set forth above shall be made by the Employer to the Health and Welfare Fund described herein for each week on behalf of each regular full-time employee. The bargaining unit employees who receive Health and Welfare benefits pursuant to this Article will reimburse the Employer for their share of the weekly premiums through an appropriate payroll authorization deduction, as set forth above.

ARTICLE 23
PENSION

23.1 Contributions. During the term of this Agreement (except as otherwise provided in Section 23.8 – Right to Withdraw), the Employer agrees to contribute to the Central States Southeast and Southwest Areas Pension Fund for each regular full-time bargaining unit employee who has been on the payroll thirty (30) days or more the following weekly contributions:

Effective the next "first of the month" following ratification
of this Agreement through February 28, 2016
(Ratification Date is August 21, 2011): $342.00 per week

23.2 Benefits During Absence for Illness/Off-the-Job Injury. If an eligible bargaining unit employee is 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 twelve (12) months.

23.3 Benefits During Absence for On-the-Job Injury. If an eligible bargaining unit 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.

23.4 Monies Collected Prior to Leave. If an eligible bargaining unit 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.

23.5 Administration. By execution of this Agreement, the Employer authorizes the parties hereto to enter into the appropriate Trust Agreements necessary for the administration of such fund and to designate the Employer Trustees under such Agreement hereby waiving all actions taken or to be taken by such Trustees within the scope of their authority.

23.6 Workers Not Covered. The Employer's Contributions to the Pension Fund will be made for each week on each regular full-time employee, even though such employee may work only part-time under the provisions of the Agreement. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph; nor shall any non-bargaining unit personnel.

23.7 Considered as "Regular" Full-Time Employees. With respect to non-regular full-time employees, the parties agree that in the event such individuals employed on a non-regular basis work 1,000 hours or more in a twelve (12) month period, that such individuals will be considered "regular" full-time employees for the purpose of participation in the Pension Fund and all hours worked by them thereafter for the remainder of that calendar year and all subsequent years covered by this Agreement will require contributions to the Pension Fund in the same manner and amount as required for the regular full-time bargaining unit employees.

23.8 Right to Withdraw. The Union agrees that the Company shall have the right to negotiate the discontinuation of its contribution to the above Pension Fund and withdraw therefrom at any time during the life of this Agreement provided the Company complies with its obligations under ERISA and provided further the Company thereafter provides its own retirement benefit program.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SCI MISSOURI FUNERAL SERVICES, INC.

AND

FUNERAL CAR DRIVERS UNIT

OF

MISCELLANEOUS DRIVERS, HELPERS, HEALTH CARE
AND PUBLIC EMPLOYEES LOCAL UNION NO. 610

Affiliated with the International
Brotherhood of Teamsters, Drivers, Warehousemen
and Helpers of America

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CONTRACT
DEPARTMENT

July 1, 2010 – June 30, 2013

AGREEMENT

ARTICLE I
ARTICLES OF AGREEMENT

SCI Missouri Funeral Services, a Missouri Corporation, hereinafter referred to as "the Employer," in consideration of the services of the employees covered by this Agreement and for other good and valuable consideration, has executed this Agreement with Miscellaneous Drivers, Helpers, Health Care and Public Employees, Local Union No. 610, 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 II
RECOGNITION AND SCOPE OF AGREEMENT

The Employer recognizes the Union, its agents, representatives or successors, as the sole and exclusive representative for purposes of collective bargaining for all of the Employer's employees within the geographical jurisdiction of the Union. This Agreement shall be binding on the Employer and its successors and assigns.

ARTICLE III
UNION SECURITY CLAUSE

It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment or 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 to 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. Any failure of any person to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

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.

Section 4. This fund shall be the Central States Southeast and Southwest Areas Health and Welfare Fund. Employers who are presently making payments to the 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.

Section 5. By the execution of this Agreement, the Employer agrees to enter into the appropriate Trust Agreements necessary for the administration of such Fund and designate the Employer Trustees under such Agreement hereby waiving all actions taken or to be taken by such Trustees within the scope of their authority.

Section 6. Contributions to the Health and Welfare Fund must be made for each week on each regular full-time bargaining unit 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 Health and Welfare Fund.

Section 7. Employees who are assigned to perform bargaining unit work but are neither regular full-time, nor regular part-time employees are not covered by the provisions of this paragraph.

ARTICLE VII
PENSIONS

The Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund for each employee who has been on the payroll thirty (30) days or more.

Effective Date	Contribution
First Month Following Ratification of this Agreement	$8.10/hour (equivalent to $324/week)
July 1, 2011	Subject to the terms of Article XXIII, Wages, Section 3, Economic Re-Opener
July 1, 2012	

The parties agree to adopt the Primary Schedule of the Fund's Rehabilitation Plan.

With respect to non-regular employees, the parties agree that in the event an individual performs bargaining unit work on the basis of 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 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 notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of twelve (12) 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.

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 the Agreement are also parties.

By the execution of this Agreement the Employer agrees to enter into the appropriate Trust Agreements necessary for the administration of such Fund and designate 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 the Agreement, and although contributions may be made for those weeks into some other pension fund.

Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

ARTICLE VIII
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 specified in the following schedule, necessary to maintain the top level of benefits, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Contract No. 0169-01.360

AGREEMENT

Between

SARA LEE CORPORATION, A MARYLAND CORPORATION, OPERATING IN FOREST PARK, GEORGIA

And

TEAMSTERS LOCAL UNION NO. 728

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CONTRACT DEPARTMENT

MARCH 21, 2010

THROUGH

MARCH 23, 2013

AGREEMENT

This Agreement made and entered into as of this **21st day of March, 2010**, between **Sara Lee Corporation, a Maryland Corporation, operating in Forest Park, Georgia**, and its successors and/or assigns, hereinafter designated as the "Company" and Teamsters Local Union 728, affiliated with The International Brotherhood of Teamsters, hereinafter called the "Union."

WITNESSETH:

That for and in consideration of the mutual promises and conditions hereinafter set forth, it is hereby mutually understood and agreed as follows:

[For the purpose of this agreement, working days are defined as Monday through Friday, excluding contractual holidays, as per Article 21 – HOLIDAYS.]

ARTICLE 1:

Recognition

The Company recognizes the Union as the sole and exclusive bargaining agent for all its truck drivers employed by the **Company** and working out of its Forest Park, Georgia operation as certified excluding all office clerical employees, professional employees, guards and supervisors as defined in the Act, and all other employees.

ARTICLE 2:

Probationary Period

Any person newly employed shall be employed on a forty-five (45) working day trial basis, during which time **he/she** may be discharged without recourse. The probationary period may be extended by written mutual agreement of the Company and Union.

After such probationary period **he/she** shall be considered a regular employee and placed on the seniority list. **His/her** seniority shall then date from the first day of employment.

When the Company needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Company shall not be required to hire those referred by the Union. The **Company** may use part-time employees as required by its operation provided there are no full-time employees available to perform the work.

ARTICLE 34:

Maintenance of Standards

The Company agrees that all conditions of employment relating to wages, hours of work, and overtime differentials shall be maintained at not less than the highest standards of the Company 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. The Company is to provide that Hub Mileage be maintained in the mileage rate throughout the Term of this Agreement.

ARTICLE 35:

Pension

The **Company** shall contribute to the Central States Southeast and Southwest Areas Pension Fund:

Effective March 21, 2010, the sum of one hundred sixty-eight dollars and seventy cents [$168.70].
Effective March 21, 2011, the sum of one hundred eighty-two dollars and twenty cents [$182.20].
Effective March 21, 2012, the sum of one hundred ninety-three dollars and ten cents [$193.10].

Contributions shall be made 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 **Companys** who are party to this Contract are also parties.

By the execution of this Agreement, the **Company** authorized the **Company's** Association which are party hereto to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the **Company** 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.

THIS AGREEMENT ENTERED INTO BY AND BETWEEN CHAUFFEURS, TEAMSTERS, WAREHOUSEMAN AND HELPERS LOCAL UNION NO. 135 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

AND

S & G EXCAVATING, INC

MARCH 31, 2014 THROUGH MARCH 30, 2017

RECEIVED

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CONTRACT
DEPARTMENT

PREAMBLE

The S & G EXCAVATING, INC., herein after referred to as the "Employer or Company", and CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS, LOCAL UNION NO. 135, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union" agree to be bound by the terms and provisions of this Agreement.

SCOPE

1. This Agreement covers all transportation (including loading and unloading) of material and/or commodities from producer to stockpile, from stockpile to customer, from producer to customer and/or customer's stockpile.

2. The Employer agrees to pay the prevailing rate in the area in which work is performed for all work that is not covered by the above paragraph.

ARTICLE 1
UNION SHOP

	3/31/2014	3/31/2015	3/31/2016
Tandems	$18.06	$18.41	$18.76
Tri-Axles	$18.38	$18.73	$19.08
Low Boys	$21.73	$22.08	$22.43
Mechanics	$19.59 1/2	$19.94 1/2	$20.29 1/2

ARTICLE 25

PENSION

25.1 Effective March 31, 2014, the participating Employer will contribute to a pension fund the sum of Forty-Nine Dollars and Fifty cents ($49.50) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective March 31, 2015, the participating Employer will contribute to a pension fund the sum of Fifty-two Dollars and Fifty Cents ($52.50) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective March 31, 2016, the participating Employer will contribute to a pension fund the sum of Fifty-four Dollars and Sixty cents ($54.60) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

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

25.3 By the execution of this Agreement, the Company authorizes the Employers Association which are parties 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 by such Trustees within the scope of their authority.

25.4 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 Company shall continue to pay the required contributions until such employee returns to work; however, such contribution shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the 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. If an employee is terminated for any reason by the company, the requirement to pay contributions shall also terminate at the same time.

25.5 If an employee is laid off for the lack of work, no contributions shall be required during the period of such layoff. Employee who works either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Article.

6912060-0100-0270 A

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
TEAMSTERS LOCAL 270
AND
SMG
PERIOD FROM JULY 1, 2014, TO JUNE 30, 2017

RECEIVED
OCT 21 2014
CONTRACT DEPARTMENT

AGREEMENT

This Agreement is made and entered into by and between SMG. Sugar Bowl Drive, New Orleans. Louisiana 70112 (hereinafter referred to as SMG) and General Truck Drivers, Chauffeurs, Warehousemen & Helpers, Local No. 270, affiliated with International Brotherhood of Teamsters. Chauffeurs, Warehousemen & Helpers of America, Independent (hereinafter referred to as the UNION).

WITNESSETH

In consideration of the mutual promises and covenants expressly stated herein, the parties agree as follows:

ARTICLE 1
TERM OF AGREEMENT

1.01. Term. This agreement shall be in effect for a period of three (3) years commencing on the first day of July, 2014 and shall continue to and include the 30th day of June 2017. It shall continue from year to year hereafter unless at least sixty (60) calendar days prior to the termination date either party serves written notice upon the other by certified mail of a desire to terminate, change or modify this Agreement or any part.

ARTICLE 2
PURPOSE & COVERAGE

2.01. Purpose. The purpose of this Agreement shall be to achieve understanding, harmony and cooperation among the UNION, SMG and its employees; and to provide sound working conditions for SMG employees; to secure a prompt and fair disposition of grievances; to eliminate all interruptions of work and interference with the efficient operation of SMG; to obtain maximum efficiency in the business of SMG; and to set forth the complete agreement covering rates of pay; hours of work and conditions of employment to be observed between the parties during the life of this Agreement.

It is further recognized and agreed by SMG and the UNION that SMG Louisiana Superdome is the largest enclosed, full-service public facility in the world; and, accordingly, attracts nationally and internationally prominent events, requiring an extraordinary degree of reliability, dependability, service to patrons, security and overall work performance.

2.02. Coverage. For the purpose of this Agreement, the term "employees" shall cover all employees of SMG managed Louisiana Superdome, New Orleans Arena, Champions Square, and Champions Garage employed as full-time janitors, field crew, equipment operators, janitorial operators, mechanics, and mechanic helpers listed on the Schedule of Wages, but excluding all secretaries, office employees, accounting department employees, tour guides, ticket sellers, locksmiths, seamstresses, tool room employees, human resources department employees, event employees, part-time employees, professional employees, all guards and supervisors as defined by Federal Statutory Labor Law.

ARTICLE 18
UNION PENSION PLAN

18.01. UNION Pension Plan. SMG agrees to contribute to the UNION Pension Plan, the Teamsters Central States Pension Plan, on behalf of each regular,, full-time employee who has completed the probationary period.

The following, weekly contributions shall be made:

$45.40 as of July 1, 2014
$47.20 as of July 1, 2015
$49.10 as of July 1, 2016

18.02. Plan Participation. For purposes of this Article 18 only, "a regular, full-time employee" is an employee who has completed his/her probationary period and;

I. Is classified as "full-time" by SMG and;
2. Regularly works in a position described in the Schedule of Wages

ARTICLE 19
PAYROLL DEDUCTIONS REQUESTS

19.01. Payroll Deduction Requests. Employees covered by this agreement wishing to participate in the Teamsters Local 270 Credit Union and have monies deducted directly from their payroll to be deposited in specified Teamsters Local 270 Credit Union accounts may do so by completing the necessary paperwork and submitting the completed paperwork to the Accounting Department for processing. SMG will forward deductions to the Teamsters Local 270 Credit Union. Be it known that the SMG Accounting Department is limited to the systems in place; therefore, it cannot be bound by third-party requirements, such as those of a Credit Union, regarding the processing of its employees payroll.

Additionally, Employees covered by this agreement wishing to participate in the Teamsters National 401 K Savings plan may do so and have monies deducted directly from their payroll to be deposited in specified accounts, may do so by completing the necessary paperwork and submitting the completed paperwork to the Accounting Department for processing. SMG will forward deductions to the Teamsters National 401K Savings plan. Be it known that the SMG Accounting Department is limited to the systems in place; therefore, it cannot be bound by third-party requirements, such as those of a 401K savings plan, regarding the processing of its employees payroll.

ARTICLE 20
SAVINGS CLAUSE

20.01. Savings Clause. If any provisions of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect.

EXECUTED COPY

WORKING AGREEMENT

BETWEEN

SPS COMPANIES, INC.
OF
MINNEAPOLIS & ST. PAUL, MN

and

TEAMSTERS LOCAL NO. 120

Affiliated with the International Brotherhood of Teamsters

EFFECTIVE: 3/18/13
EXPIRES: 3/17/15

RECEIVED

JUN 11 2013

CONTRACT
DEPARTMENT

SPS COMPANIES, INC.
OF
MINNEAPOLIS AND ST. PAUL, MN

THIS AGREEMENT entered into between SPS Companies, Inc of Minneapolis and St. Paul, hereinafter referred to as the Employer, and Teamster Local. 120, International Brotherhood of Teamsters, hereinafter referred to as the Union on behalf of the employees of the Employers covered by this Agreement.

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 is 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 of date of employment, signing of this Agreement or effective date of this clause, whichever is later. Employees who pay the Union's initiation fees (if any) and dues relating to the Union's representational function shall be deemed to have satisfied the membership in good standing obligation..

2. **Section 1: D.R.I.V.E.:** 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 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.

Section 2: Check-Off: The Employer agrees upon written authorization from the individual employee to deduct, the first pay day of each month, the Union dues for the current month and promptly remit same to the Financial Secretary of the Union. The Employer further agrees, upon written authorization, from the individual employee, to deduct the initiation fee of the Union after the employee has completed his probationary period and remit the same to the Financial Secretary of the Union in the same manner as dues deduction.

C. The Employee will pay $65.00 per week maximum with no increases for the term of the contract.

18. Pension: Each Employer shall contribute to the Central States Southeast and Southwest Area Pension Fund for each full-time employee covered by this Agreement, the following sum for each week the full-time employee shows earnings on the Employer's payroll:

Effective Date	Weekly Contribution
March 18, 2013	$137.60
March 18, 2014	$143.10
March 18, 2015	$148.80

This section may be opened during the term of the agreement by mutual agreement for a modification of the Pension Program. All other sections of the contract would remain in full force and effect.

The Employer shall have no financial obligation under this Plan other than the payment of contributions to the Fund as provided herein.

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 and children, father- and mother-in-law, or person in your residence. 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 shall 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 this 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 and shall bear the union label.

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.

26. **Drug Policy:** Employers will have a Drug and Alcohol Policy which will become part of the work rules. The parties agree to be bound to the new terms and conditions of the Labor User Contract Committee Joint labor-Management Uniform Drug/Alcohol Abuse Program, effective September 9, 1995.

THIS AGREEMENT shall supersede and replace all previous Agreements between the parties and shall remain in full force and effect from March 18, 2013, to March 17, 2015, inclusive, and shall remain in full force and effect from year to year, thereafter, unless written notice is given by either party, of their intention to change, modify, or terminate this Agreement sixty (60) days prior to the annual date of expiration.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be fully executed this 30th day of May, 2013.

TEAMSTERS LOCAL UNION 120, I.B.T.

Redacted by U.S. Department of the Treasury

By [redacted]

By [redacted]

By _____

By _____

SPS COMPANIES, INC.
MINNEAPOLIS AND ST.PAU[redacted]
63[redacted]
St. [redacted]

Redacted by U.S. Department of the Treasury

By [redacted]

By _____

By _____

By _____

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JUN 11 2013
CONTRACT DEPARTMENT

SPS COMPANIES, INC. OF MINNEAPOLIS

APPENDIX "A"

To be attached to and made a part of the Agreement between SPS Companies, Inc. of Minneapolis and the Teamster Local 120.

Early Retirees: An early retiree is an employee who is 57 years of age, before March 21, 2010, 59 years of age after March 20, 2010, 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.

Early retirees may remain in the Minneapolis and Suburban Lumber Dealers Trust Medical Benefit Program Plan until their 65th birthday, or until they are eligible for Medicare, whichever is first. The coverage for such early retirees shall be their dependents, and shall be the same as though they had remained active employees, except that their coverage shall not include Life Insurance or Dental Insurance. An early retiree's dependents shall be defined and covered on the same basis as though the early retiree were still actively employed, except 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.

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.

Coverage, eligibility and limitations will be governed by the provisions of the insurance certificate and/or booklet given to each employee.

Retiree monthly coverage payments will be paid by the retiree as follows:

2013
50/50 split between Employer and employee

A G R E E M E N T

between

SVS VISION, INC.

and

GENERAL TEAMSTERS LOCAL UNION NO 406

affiliated with the
International Brotherhood of Teamsters

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FEB 18 2014
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February 1, 2014 - - - January 31, 2017

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of February, 2014, A.D., by and between **SVS VISION, INC.** located at 140 Macomb Pl. Mt. Clemens, Michigan, 48043 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 3315 Eastern Avenue, S.E., Grand Rapids, Michigan, party of the second part, hereinafter called the "Union."

WHEREAS: both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of 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." 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 operations of the Employer in Berrien, Cass, St. Joseph, Branch, Van Buren, Kalamazoo, Calhoun, Allegan, Barry, Ottawa, Kent, Ionia, Muskegon, Newaygo, Montcalm, Oceana, Mecosta, Mason, Lake, Osceola, Manistee, Wexford, Missaukee, Benzie, Leelanau, Roscommen, Ogemaw, Iosco, Crawford, Oscoda, Alconia, Montmorency, Cheboygan and Presque Isle Counties. The parties mutually acknowledge that Alpena, Antrim, and Charlevoix counties and the entire Upper Peninsula are within the jurisdiction of Local 406; however, in the event that Employer desires to open a retail location in Alpena, Antrim, or Charlevoix counties or the Upper Peninsula, the Parties agree to confer and negotiate regarding whether Local 406 will assert jurisdiction over such location.

Section 2. All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment.

All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this subsection or the date of this Agreement, whichever is the later. When the Employer needs additional help it shall give the Union equal

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 company pertaining to a specific grievance.

If the Company should establish a new classification of work during the terms of this Agreement, the rate of such classification shall be negotiated between the Company and the Union.

ARTICLE 15
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 at the time of the signing of this Agreement and that conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

ARTICLE 16
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.

ARTICLE 17
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 otherwise specified in Schedule "A" attached, a contribution of:

.....$39.50 per week.....Effective February 1, 2014
.....$41.90 per week.....Effective February 1, 2015
.....$43.60 per week.....Effective February 1, 2016

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

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

Employees who work either temporarily or in cases of emergency under the terms of this Contract shall not be covered by the provisions of this Article.

If an employee is absent because of illness or off-the-job injury and notifies 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.

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

It is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom. It is agreed that the Pension Fund will be separately administered each jointly by Employer and Union in compliance with all applicable laws and regulations, both State and Federal.

By 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 18
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 earnings and of all deductions made for any purpose, upon request of individual employees or Union representatives.

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.

The primary obligations 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.

If there is any excess premium to be paid it shall be paid by the employee. Cancellations of a bond after once issued shall not be cause for discharge, unless the bond is cancelled for cause which occurs during working hours, or is due to the employee having given a fraudulent statement in obtaining said bond.

ARTICLE 20
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.

ARTICLE 21
UNIFORMS

The Employer agrees that if any employee is required to wear any kind of uniform, as a condition of his continued employment, such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer. No employee shall be required to wear a uniform that does not bear the union label.

ARTICLE 22
WORKER'S COMPENSATION

The Employer agrees to cooperate toward the prompt settlement of employees on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide Worker's Compensation protection for all employees even though not required by State law.

ARTICLE 23
MILITARY SERVICE

Any employee on the seniority list inducted into military, naval, marine or air service under the provisions of any Federal Selective Service Training Statute and amendments thereto, or any similar act in time of national emergency, shall, upon termination of such service, be re-employed in line with his seniority, at the then current rate for such work, provided he/she 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/she reports for work within ninety (90) days of the date he/she is discharged from such service with the United States Government.

AGREEMENT BETWEEN

SABISTON BUILDERS SUPPLY, INC

and

TEAMSTERS LOCAL UNION No. 247
an Affiliate of the International Brotherhood of Teamsters

Effective June 1, 2013 through and including May 31, 2018

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AGREEMENT

THIS AGREEMENT, effective as of the 1st day of June, 2013, by and between the SABISTON BUILDERS SUPPLY, INC., located at 11503 East Eight Mile Road, Warren, Michigan, 48089, hereinafter referred to as the "Employer", and TEAMSTERS LOCAL UNION No. 247, an affiliate of the International Brotherhood of Teamsters, located at 2741 Trumbull Avenue, Detroit, 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 its employees; and of promoting and improving peaceful industrial and economic relations between the parties.

ARTICLE 1
RECOGNITION, UNION SHOP AND DUES

1.1 The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in Article 27.

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

1.2.1 When the Employer needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants; but the Employer shall not be required to hire those referred by the Union.

1.3 The Employer agrees to deduct from the pay of each employee all dues and/or initiation fees of the Union and pay such amount deducted to said 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/she may

whose employees are on strike, and which service, but for such strike, would be performed by the employees of the employer or persons on strike.

12.3 Grievances: Within five (5) working days of filing grievances claiming violation of this Article, the parties to this Agreement shall proceed to the final step of the grievance procedure without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding.

12.4 Sympathetic Action: In the event of a labor dispute between the Employer or Union, party to this Agreement, during the course of which the Union engages in lawful economic activities which are not in violation of this Agreement, then, any other affiliate of the International Brotherhood of Teamsters having any agreement with the Employer, shall have the right to engage in lawful economic activity against the Employer in support of the Union which is party to this Agreement, notwithstanding anything to the contrary in the agreement between the Employer and such other affiliate.

ARTICLE 13
MAINTENANCE OF STANDARDS

13.1 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 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 into the Michigan Conference of Teamsters Welfare Fund (MCTWF), for each employee covered by this Agreement who has completed thirty (30) days with the Employer, a weekly contribution of:

Effective Date:	Contribution Amount:	Plan:
3/31/13	$358.65	Key 1 102
*	$308.40	New Key 1 734 (without retirees)
3/30/14	$330.50	New Key 1 734
3/29/15	$347.10	New Key 1 734
4/3/16	$360.25	New Key 1 734

4/2/17	**MOB	New Key 1 734
4/1/18	**MOB	New Key 1 734

*Approximately two (2) to three (3) weeks after Fund's approval.
**Maintenance of Benefits.

Employees agree to contribute, through payroll deduction, the following weekly healthcare co-pays:

Effective Date:	Co-pay Amount:
6/1/13	$20.00
6/1/14	$25.00
6/1/15	$25.00
6/1/16	$25.00
6/1/17	$25.00

14.1.1 If rates are reduced by the MCTWF, the Employer shall retain the difference.

14.1.2 The Employer agrees to abide by the terms and conditions of the MCTWF Participation Agreement.

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

14.2 Additionally, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who has completed thirty (30) days with the Employer, a weekly contribution of:

Effective Date:	Contribution Amount:
6/1/13	$137.60
6/1/14	$143.10
6/1/15	$148.80
6/1/16	$154.80
6/1/17	$161.00

14.2.1 All payments into the Central States, Southeast and Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month to the Mellon Bank, Central States Funds, Dept. 10291, Palatine, Illinois 60055-0291.

14.3 Contributions to the MCTWF and to the Central States Pension Fund must be made for each week on each regular employee if the employee worked or is compensated for any portion of the contribution week, including severance pay, disability or sick pay, vacation or other personal ay pay, holiday pay, wages as a result of a legal proceeding or settlement, even though such employee performed work for the Employer, but not under provisions of this Agreement, and although contributions may be made for these week into some other health and welfare and/or pension fund.

14.4 In addition to the contributions to the Central States Southeast and Southwest Areas Pension Fund referred to in Section 14.2 above, the Employer shall also establish a 401(k) deferred compensation plan which will provide for employee contributions.

14.5 The Employer reserves the right, in its sole discretion, to establish a profit sharing or bonus plan for its employees in addition to the other benefits provided for in this Agreement.

14.6 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.

14.7 If an employee is absent because of illness or off-the-job injury, and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the MCTWF and Central States Pension Fund for a period of four (4) weeks. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions and shall not be paid for a period of more than twelve (12) months maximum on any one (1) injury including recurrence of same injury.

14.8 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 and Central State Pension Fund during the period of absence.

14.9 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.

14.10 Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of its contribution to the MCTWF and/or pension fund, and after the proper official of the Union shall have given seventy-two (72) hours' written notice to the Employer of such delinquency in the MCTWF and Central State 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.

14.11 It is agreed that the Welfare Fund and the Pension Fund will be separately administered, each jointly, by the Employers and the Union in compliance with all applicable laws and regulations, both state and federal.

ARTICLE 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/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 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 their earnings and of all deductions made for any purpose upon request of individual employees or Union representatives. Pay checks will be distributed no later than Friday noon. If any employee abuses the check distribution policy by conducting personal banking on Employer time, the Employer may delay the distribution of paychecks to the end of the shift.

ARTICLE 17
BONDS

17.1 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.

17.1.1 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

AGREEMENT

SACHS ELECTRIC

2013-2016

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AGREEMENT

SACHS ELECTRIC

2013-2016

THIS AGREEMENT, DATED THE 15TH DAY OF AUGUST, 2013 BY AND BETWEEN SACHS ELECTRIC, OR ITS SUCCESSORS, LOCATED IN ST. LOUIS, MISSOURI, HEREINAFTER CALLED THE "EMPLOYER", AND LOCAL UNION NO. 682, 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 I - RECOGNITION

SECTION 1. THE EMPLOYER AGREES TO RECOGNIZE THE UNION AS SOLE AND EXCLUSIVE COLLECTIVE BARGAINING REPRESENTATIVE FOR AND ON BEHALF OF ALL OPERATORS OF VEHICLES DELIVERING ELECTRICAL MATERIAL AND FOR ALL PERSONS ENGAGED IN THE OPERATION OF ALL DELIVERY EQUIPMENT FOR THE DELIVERY OF MATERIALS OF ALL KINDS OF CHARACTER, SUCH AS POLES, PIPES, TRANSFORMERS, CABLES, ELECTRICAL APPLIANCES SUCH AS REFRIGERATORS, RADIOS, ETCETERA.

PERSONS WORKING AS OPERATORS OF VEHICLES USED FOR ELECTRICAL CONSTRUCTION WORK, MAINTENANCE WORK, OR ELECTRICAL REPAIR WORK THAT IS, WHEN SUCH VEHICLES ARE USED FOR TRANSPORTING MAN OR MEN AND/OR MATERIALS TO AND FROM JOB, AND SAID VEHICLES REMAIN AT JOB SITE WITH MAN OR MEN IN THE PERFORMANCE OF ELECTRICAL WORK, AND THE OPERATION OF THE VEHICLE IS AN INTEGRAL PART OF THE WORK - SUCH OPERATORS SHALL NOT FALL WITHIN THE SCOPE OF THIS COLLECTIVE BARGAINING UNIT BUT INSTEAD SHALL FALL WITHIN THE SCOPE OF THE BARGAINING UNIT OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS.

SECTION 2. THE TERM, "EMPLOYEE" AS USED IN THIS AGREEMENT SHALL INCLUDE EMPLOYEES WHO ARE MEMBERS OF LOCAL 682.

SECTION 3. **ALL** AMENDMENTS OR CHANGES TO THIS AGREEMENT SHALL -BE AGREED UPON BY AUTHORIZED REPRESENTATIVES OF LOCAL UNION NO. 682 AND EMPLOYERS.

SECTION 4. 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 5. 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 6. IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT AS A CONDITION OF CONTINUED EMPLOYMENT, ALL

ESTABLISHED THROUGH COLLECTIVE BARGAINING AND KNOWN AS LOCAL 682 HEALTH AND WELFARE TRUST FUND, IN ORDER THAT THE EMPLOYEES COVERED BY THIS AGREEMENT MAY BE INCLUDED IN THE HEALTH AND WELFARE BENEFITS OF SAID TRUST PLAN.

EMPLOYER WILL CONTRIBUTE HEALTH AND WELFARE BENEFITS FOR YEARS ONE, TWO AND THREE OF THIS AGREEMENT. COST TO BE BOURNE BY EMPLOYER.

THESE CONTRIBUTIONS SHALL BE MADE FOR ANY PAYROLL WEEK DURING WHICH THE EMPLOYEE RECEIVES PAYMENT FROM THE EMPLOYER FOR EITHER WAGES, SHOW UP TIME, VACATION TIME OR HOLIDAY PAY.

BY THE EXECUTION OF THIS AGREEMENT, THE EMPLOYER ADOPTS AND AGREES TO ABIDE BY THE PRESENT TRUST AGREEMENT AND HEALTH AND WELFARE BENEFITS ESTABLISHED THROUGH COLLECTIVE BARGAINING AS AFORESAID, BUT THE EMPLOYER ASSUMES NO LIABILITY OTHER THAN TO MAKE CONTRIBUTIONS REQUIRED UNDER 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 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.

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 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 THEREFROM,

ARTICLE VII - PENSION

EFFECTIVE AUGUST 15, 2013 THE EMPLOYER SHALL CONTRIBUTE TO A PENSION FUND THE SUM OF ONE HUNDRED-THIRTY SEVEN DOLLARS AND SIXTY CENTS ($137.60) PER WEEK FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT WHO HAS BEEN ON THE PAYROLL THIRTY (30) DAYS OR MORE. EFFECTIVE AUGUST 15, 2014 THIS CONTRIBUTION SHALL BE INCREASED TO ONE HUNDRED FORTY THREE DOLLARS AND TEN-CENTS ($143.10) PER WEEK, PER EMPLOYEE. EFFECTIVE AUGUST 15, 2015 THIS CONTRIBUTION SHALL BE INCREASED TO ONE HUNDRED-FORTY EIGHT DOLLARS($148.00) PER WEEK, PER EMPLOYEE. ALL COSTS TO BE BOURNE BY EMPLOYER.

THESE CONTRIBUTIONS SHALL BE MADE FOR ANY PAYROLL WEEK DURING WHICH THE EMPLOYEE RECEIVES PAYMENT FROM THE EMPLOYER FOR EITHER WAGES, SHOW UP TIME, VACATION TIME OR HOLIDAY PAY.

THIS FUND SHALL BE THE CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. THERE SHALL BE NO OTHER PENSION FUND UNDER THIS CONTRACT FOR OPERATIONS UNDER THIS CONTRACT.

IF 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 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.

ARTICLE VIII - OWNER-OPERATORS

SECTION 1. INCLUDED AMONG PERSONS FALLING WITHIN THE SCOPE OF THE BARGAINING UNIT REFERRED TO IN THIS AGREEMENT ARE CERTAIN INDIVIDUALS WHO, IN ADDITION TO BEING EMPLOYED TO PERFORM PERSONAL SERVICES, ARE THE OWNERS OF SINGLE TRUCKS AND ARE ENGAGED IN THE TRANSPORTATION OF MAIERIALS FOR HIRE, WHICH SAID PERSONS ARE GENERALLY KNOWN AS "OWNER-OPERATORS" OF SINGLE TRUCKS. THIS ARTICLE IS INTENDED TO APPLY TO SUCH PERSONS WHO DESIRE TO RENT THEIR TRUCKS TO EMPLOYERS' UNDER CONDITIONS WHICH ARE SATISFACTORY TO SAID EMPLOYERS AND UNDER CONDITIONS WHEREBY SAID PERSONS WILL PERSONALLY OPERATE THEIR OWN INDIVIDUAL TRUCKS.

SECTION 2. THE PARTIES TO THIS AGREEMENT HAVE NOT NEGOTIATED FOR THE RENTAL OF TRUCKS OTHER THAN SINGLE TRUCKS OWNED AND TO BE OPERATED BY INDIVIDUAL EMPLOYEES AND THE PARTIES HERETO HAVE EXPRESSLY LIMITED THEIR NEGOTIATIONS TO INDIVIDUAL "OWNER OPERATORS" OF TRUCKS, FOR THE SOLE AND LIMITED PURPOSE OF ESTABLISHING A FAIR AND REASONABLE MINIMUM RENTAL RATE FOR SINGLE OWNER-OPERATED TRUCKS. THE PARTIES DO NOT INTEND THIS ARTICLE SHALL EMBRACE OR EFFECT THE RENTAL OF MORE THAN ONE TRUCK FROM ANY OWNER THEREOF, OR FROM ANY PERSON WHO DOES NOT PERSONALLY OPERATE HIS TRUCK; AND THIS ARTICLE SHALL NOT EMBRACE OR EFFECT THE RENTAL OF ANY TYPE OF EQUIPMENT USED BY THE EMPLOYER WHETHER OPERATED BY THE OWNER OR NOT, NOR SHALL THE TERMS OF THIS ARTICLE APPLY TO ANY PERSON, FIRM, CORPORATION OR VOLUNTARY

AGREEMENT

Between

Teamsters Local Union #120

And

Bimbo Bakeries USA, Inc.;
A Delaware Corporation operating in
Dubuque, Iowa.

(Contract #5108-55)

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JAN 06 2015
CONTRACT DEPARTMENT

October 12, 2014 – October 14, 2017

37.8.384

AGREEMENT

Bimbo Bakeries USA, Inc.; a Delaware Corporation operating in Dubuque, Iowa hereinafter referred to as the "Company", and Teamsters Local Union #120, hereinafter referred to as the "Union", agree to be bound by the following terms and provisions covering wages, hours, commissions and working conditions.

ARTICLE 1 -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 herein defined.

The term "employee" as used in this Agreement shall include route sales representative, extra sales persons, mechanics, and transport persons, and exclude Market Patrol persons.

The Company will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby, unless it is through duly authorized representatives of the Union.

This Contract shall cover all employees above listed at the Company terminals at Dubuque. Iowa and Monroe, Wisconsin; and any other terminal opened during the term of this contract not coming under the jurisdiction of another Teamsters Union.

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

It is agreed and understood that this contract shall be binding on said Company its successors, administrators, executors, assigns and owner-operators for the life of this contract.

ARTICLE 2 -ROUTE SALES REPRESENTATIVES

Section 1. Wages:

(A) Effective October 12, 2014, route sales representatives operating regular routes shall receive eight and one-quarter percent (8.75%) commission on all sales of name brand products: six and three quarters percent (6-3/4%) on full service private label.

Drop Shipment All school bids including colleges and universities which involve rack service but no stale returns, a route sales representative shall be compensated at the rate of four percent (4%) commission for all products delivered by him/her under such program. Stores which involve no stale returns and no rack service, a route

ARTICLE 17 -PENSION PLAN

The Employer agrees to make the following contributions to the Central States, Southeast and Southwest Areas Pension Fund for each eligible employee under the Agreement during the term of the Agreement to maintain Class 17B as follows:

Effective 04-22-14	$204.70 per week
Effective 04-22-15	$217.00 per week
Effective 04-22-16	$225.70 per week
Effective 04-22-17	$234.70 per week

The Company and Union agree that should a revised eligibility period be acceptable, the Company may institute that revision (up to a maximum of nine [9] months) at the time it is approved.

Eligible employee, for the purpose of this Article, means a regular full-time employee who has been employed for thirty (30) days. Temporary, part-time and seasonal employees shall not be covered by this Article and no contribution will be made on their behalf but in respect to temporary part-time and seasonal employees, the parties agree that in the event that the individual employed on a temporary, part-time and seasonal basis works one thousand (1,000) hours or more in a twelve (12) month period, employee shall be considered a regular full time employee for purposes of participation in Central States Pension Fund and all hours worked by that employee 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 full time employees.

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.

Effective January 1, 2002, the Company will convert current plan to the Earthgrains Union 401 (K) for employees' contributions. The Company will match up to fifty percent (50%) of employees' contributions to a maximum of one and one-half percent (1-1/2%) Those contributions by the employee will be made on a percentage basis, pre-tax. Employees will not be eligible until after one (1) year of service and have worked a minimum of one thousand (1,000) hours in one year. Eligible active employees may contribute up to sixteen percent (16%) of their gross wages with the total per year not to exceed federal guidelines ($10,000 for 1998). The employee weekly contribution will be deposited by the Employer by the 15th of the month following such deduction.

METZ BAKING COMPANY
ACCOUNT NO. 5297400-0210-554-A

LETTER OF UNDERSTANDING AND AGREEMENT

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

The parties agree that 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 30 calendar days.

METZ BAKING COMPANY

[redacted]

Redacted by U.S. Department of the Treasury

By

Tit

Date: 11-2-98

LOCAL UNION NO. 554

[redacted]

Redacted by U.S. Department of the Treasury

By:

Title:

Date: 11-2-98

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SARA LEE BAKERY
ACCOUNT NO.: 6991700-0100-421-D

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 regardless of probationary status, other than a vacation relief employee. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

In the event that any vacation relief 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 vacation relief employees.

SARA LEE BAKERY	LOCAL UNION NO. 421
By: [redacted] Redacted by U.S. Department of the Treasury	[redacted] Redacted by U.S. Department of the Treasury
Title: [redacted]	
Date: 11/7/03	Date: 10-24-03

Contract # 4111-19.107

AGREEMENT

Between

SARA LEE BAKERY GROUP, INC.,
A DELAWARE CORPORATION

CEDAR FALLS, IOWA

(SALES)

AND

TEAMSTERS LOCAL UNION NO. 120

May 4, 2008

through and including

May 3, 2014

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AGREEMENT

This Agreement is made and entered into by and between **SARA LEE BAKERY GROUP, INC., a Delaware Corporation** herein referred to as the **Company**, and **TEAMSTERS LOCAL UNION NO. 120** 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 **Company** at the Cedar Falls, Iowa depot.

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

The Agreement shall apply to all employees covered by the classifications named in the Agreement regularly used in the distribution of products baked in the plants of the respective **Company** in Dubuque, Iowa, whether said employees operate directly from said plant or out of agencies supplied by said plant.

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 **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 **Company** will neither negotiate or make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.

Section 3. The **Company** agrees that it will not sponsor or promote, financially or otherwise, any group or labor organization for the purpose of undermining the Union; nor will it interfere with, coerce or discriminate against any of its employees in connection with their membership in the Union.

Section 4. The **Company** agrees to inform all employees that all terms and conditions of this Agreement, including wages, pension, and health insurance were negotiated by the Union and are guaranteed, in writing, as set forth in this Agreement.

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stoppage and if such stoppage continues, however, the **Company** shall have the sole and complete right to immediately discharge any Union member participating in any unauthorized strike, slowdown, walkout or any other cessation of work. Such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement.

ARTICLE 30
PENSION

Section 1. Effective **May 4, 2008** the Company shall agree to pay **one hundred and thirty-three collars 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. Effective May **3, 2009**, the Company shall contribute **one hundred forty–four dollars and sixty cents ($144.60)** per week for each employee covered by this Agreement. Effective **May 2, 2010**, the Company shall contribute **one hundred fifty-six dollars and twenty cents ($156.20)** per week for each employee covered by this Agreement. Effective **May 1, 2011**, the Company shall contribute **one hundred sixty-eight dollars and seventy cents ($168.70)** per week for each employee covered by this Agreement. Effective **May 6, 2012**, the Company shall contribute **one hundred eighty-two dollars and twenty cents ($182.20)** per week for each employee covered by this Agreement. Effective **May 5, 2013**, the Company shall contribute **one hundred ninety-three dollars and thirteen cents ($193.13)** per week for each employee covered by this Agreement. This shall not apply to a bona fide probationary 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 Agreement.

Section 3. By the execution of this Agreement, the **Company** authorizes the Employer 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.

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

Section 5. Contributions to the Pension Fund must be made for each week on each regular employee even though such employee may only work 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. Vacation Relief Route Sales Representatives under the terms of this Agreement shall not be covered by the provisions of this paragraph.

Section 6. Notwithstanding anything herein contained, it is agreed that if the **Company** is delinquent at the end of a period in the payment of 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 been given seventy-two (72) hours notice to the **Company** 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 **Company** shall be responsible to the employees for losses resulting therefrom.

Section 7. The **Company** will establish a 401K for employee contribution. Those contributions by the employee will be made on a percentage basis and will not exceed federal guidelines. Employees will not be eligible until after one (1) year of service and have worked a minimum of one thousand (1000) hours.

Employee Contributions – Eligible active employees may contribute up to sixteen percent (16%) of their wages, not to exceed ten thousand dollars ($10,000) per year on a weekly basis. The **Company** will deposit the employee weekly contribution by the 15th of the month following such deduction.

ARTICLE 31
INSURANCE

Section 1. Eligible bargaining unit employees shall receive the following medical, dental, and vision insurance benefits effective the first of the month following thirty (30) calendar days of employment.

Section 1-A. Medical Coverage: During the term of this Agreement, the Company will provide eligible bargaining unit employees with medical coverage. Eligible bargaining unit employees electing medical coverage will be provided benefits in accordance with P339.

Effective January 1, 2011 eligible bargaining unit employee will be provided medical insurance benefits in accordance with the P324 medical plan.

Section 1-B. Dental Coverage: During the term of this Agreement, the Company will provide eligible bargaining unit employees with dental benefits. Eligible bargaining unit employees electing dental coverage will be provided benefits in accordance with the D214.

Effective January 1, 2011 eligible bargaining unit employee will be provided dental insurance benefits in accordance with the P210 dental plan.

Section 2. The above medical and dental benefits and claims procedures will be described in respective Summary Plan Description (SPD) documents, copies of which will be made available to the Union. Except as otherwise provided in this Article, nothing contained in this Agreement shall supersede the actual terms of the plan as described in the SPD nor prevent the company from making changes to the plan or SPD from time to time.

Contract # 0230-16

Agreement

EARTHGRAINS BAKING COMPANIES, INC.,
a DELEWARE CORPORATION
operating in Moline, Rock Falls and Rock Island, Illinois

ROUTE SALES

AND

TEAMSTERS LOCALS
371 & 722

EFFECTIVE DATES:

September 25, 2011

through and including

September 27, 2014

RECEIVED

SEP 27 2012

CONTRACT
DEPARTMENT

AGREEMENT

MOLINE , ROCK FALLS AND ROCK ISLAND SALES

THIS AGREEMENT is made and entered into by and between EARTHGRAINS BAKING COMPANIES, INC., a Delaware corporation operating in Moline, Rock Falls and Rock Island, Illinois hereinafter referred to as the "Company" and TEAMSTERS LOCALS UNION NO. 371 and 722, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union."

WHEREAS, it is mutually desired between the parties hereto to bring about an effectuate spirit of fair dealing, promote the general welfare of the Baking Industry, assist in stabilizing conditions generally and to maintain the standard of the Industry in high public repute, IT IS COVENANTED AND AGREED TO AS FOLLOWS:

ARTICLE 1
RECOGNITION AND UNION SECURITY

Section 1 The Company recognizes the Union as the exclusive bargaining agent of all employees employed in the classifications of employment set forth in Article 4 of this Agreement.

Section 2 A new employee shall work under the provisions of this Agreement, but shall be employed on a trial basis for ninety (90) calendar days, during which period he may be discharged without recourse. After such trial period, the employee shall be placed on the seniority list of the department in which he is then working and his seniority shall date back to his date of hire.

Section 3 (A) Each employee covered by this Agreement must become and remain a member in good standing of the Union within thirty-one (31) days from his date of hire, or within thirty-one (31) days from the execution date of this Agreement, whichever is later. Failure of an employee to comply with this requirement shall result in his immediate discharge.

Section 3 (B) Nothing contained in this Section shall be construed so as to require the Company to violate any applicable law.

Section 3 (C) The Company agrees to recommend, to each employee who is employed in a state where the provisions of this Section may not apply, that he join the Union and remain a member in good standing thereof, since such employee is receiving all of the benefits of this Agreement.

benefits, up to twenty-six (26) weeks. If an employee is absent because of on-the-job injury, the Company shall continue all the insurance coverage for a period of six (6) months. Employees who are laid off shall continue to he covered under the health and hospitalization plan for the balance of the calendar month during which they are laid off. In all cases, employees are required to continue regular contributions for health and welfare coverage in order to maintain said coverages.

Section 8 An employee who retires may continue the health and hospitalization plan for himself and spouse, at his own expense, at the C.O.B.R.A. rate from age fifty-seven (57) to age sixty-five (65). Retired employees shall have a lifetime maximum benefit of three hundred thousand dollars ($300,000.00).

ARTICLE 17
PENSION PROGRAM

Section 1

Effective September 25, 2011 the Company agrees to contribute one hundred sixty eight and seventy cents ($168.70) per week per employee to the Central States Southeast and Southwest Pension Fund.

Effective September 23, 2012 the Company agrees to contribute one hundred eighty two collars and twenty cents ($182.20) per week per employee to the Central States Southeast and Southwest Pension Fund.

Effective September 22, 2013 the Company agrees to contribute one hundred ninety three dollars and ten cents ($193.10) per week per employee to the Central States Southeast and Southwest Pension Fund.

Section 2 By the execution of this Agreement, the Company authorizes the Companys' 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 the ratifying all actions already taken or to be taken by such trustees within the scope of their authority.

Section 3 If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contribution for a period of eight (8) weeks. If an employee is injured on the job, the Company shall continue to pay the required contribution until such time as the employee returns to work; however, such contributions shall not he 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.

Contract # 0230-16

Agreement

EARTHGRAINS BAKING COMPANIES, INC.,
a DELEWARE CORPORATION
operating in Moline, Rock Falls and Rock Island, Illinois

ROUTE SALES

AND

TEAMSTERS LOCALS
371 & 722

EFFECTIVE DATES:

September 25, 2011

through and including

September 27, 2014

RECEIVED

SEP 27 2012

CONTRACT
DEPARTMENT

AGREEMENT

MOLINE , ROCK FALLS AND ROCK ISLAND SALES

THIS AGREEMENT is made and entered into by and between EARTHGRAINS BAKING COMPANIES, INC., a Delaware corporation operating in Moline, Rock Falls and Rock Island, Illinois hereinafter referred to as the "Company" and TEAMSTERS LOCALS UNION NO. 371 and 722, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union."

WHEREAS, it is mutually desired between the parties hereto to bring about an effectuate spirit of fair dealing, promote the general welfare of the Baking Industry, assist in stabilizing conditions generally and to maintain the standard of the Industry in high public repute, IT IS COVENANTED AND AGREED TO AS FOLLOWS:

ARTICLE 1
RECOGNITION AND UNION SECURITY

Section 1 The Company recognizes the Union as the exclusive bargaining agent of all employees employed in the classifications of employment set forth in Article 4 of this Agreement.

Section 2 A new employee shall work under the provisions of this Agreement, but shall be employed on a trial basis for ninety (90) calendar days, during which period he may be discharged without recourse. After such trial period, the employee shall be placed on the seniority list of the department in which he is then working and his seniority shall date back to his date of hire.

Section 3 (A) Each employee covered by this Agreement must become and remain a member in good standing of the Union within thirty-one (31) days from his date of hire, or within thirty-one (31) days from the execution date of this Agreement, whichever is later. Failure of an employee to comply with this requirement shall result in his immediate discharge.

Section 3 (B) Nothing contained in this Section shall be construed so as to require the Company to violate any applicable law.

Section 3 (C) The Company agrees to recommend, to each employee who is employed in a state where the provisions of this Section may not apply, that he join the Union and remain a member in good standing thereof, since such employee is receiving all of the benefits of this Agreement.

benefits, up to twenty-six (26) weeks. If an employee is absent because of on-the-job injury, the Company shall continue all the insurance coverage for a period of six (6) months. Employees who are laid off shall continue to he covered under the health and hospitalization plan for the balance of the calendar month during which they are laid off. In all cases, employees are required to continue regular contributions for health and welfare coverage in order to maintain said coverages.

Section 8 An employee who retires may continue the health and hospitalization plan for himself and spouse, at his own expense, at the C.O.B.R.A. rate from age fifty-seven (57) to age sixty-five (65). Retired employees shall have a lifetime maximum benefit of three hundred thousand dollars ($300,000.00).

ARTICLE 17
PENSION PROGRAM

Section 1

Effective September 25, 2011 the Company agrees to contribute one hundred sixty eight and seventy cents ($168.70) per week per employee to the Central States Southeast and Southwest Pension Fund.

Effective September 23, 2012 the Company agrees to contribute one hundred eighty two collars and twenty cents ($182.20) per week per employee to the Central States Southeast and Southwest Pension Fund.

Effective September 22, 2013 the Company agrees to contribute one hundred ninety three dollars and ten cents ($193.10) per week per employee to the Central States Southeast and Southwest Pension Fund.

Section 2 By the execution of this Agreement, the Company authorizes the Companys' 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 the ratifying all actions already taken or to be taken by such trustees within the scope of their authority.

Section 3 If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contribution for a period of eight (8) weeks. If an employee is injured on the job, the Company shall continue to pay the required contribution until such time as the employee returns to work; however, such contributions shall not he 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 There shall be no deduction from equipment rental of owner/operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more.

Section 5 Contributions to the Central States, Southeast and Southwest 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 Company but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other Pension Fund.

Section 6 The provisions of this Article shall not cover employees who work either temporarily or in cases of emergency under the terms of this Agreement.

Section 7 All of the foregoing is subject, in all respects, to the provisions of the Labor-Management Relations Act of 1947, and to any other applicable laws.

Section 8 Convert the current 401K plan to the EGR 401K Union Plan as presented in the 2002 negotiations effective the first of the month following sixty (60) days of ratification but no later than 1/1/03.

ARTICLE 18
MISCELLANEOUS PROVISIONS

Section 1 Delegates to a convention shall be given time off without pay for same, provided this right shall not be exercised more than once in any twelve (12) month period. Stewards will be allowed one (1) week off on a quarterly basis without loss of benefits or seniority. Any more time will be without benefits and loss of seniority. Management will discuss any exception to this rule.

Section 2 No Route Sales Representative shall have anything to do with the oiling, greasing, cleaning or repair of trucks or wagons. Route Sales Representatives shall be responsible for the cleanliness of the interior of their trucks. Such employees shall be required to clean and sweep trucks and hand held computers and printers so they are maintained in presentable condition.

Section 3 In the event there is a death in the immediate family of an employee which requires absence from work, such employee shall be granted up to three (3) days off without loss of pay, for the regular work days on which he would have worked but for his absence to attend the funeral. The immediate family shall include: current spouse, son, daughter, current step-children, mother, father, current step-parents, sister, brother, grandparents, current mother-in-law, current father-in-law, current brother-in-law and currant sister-in-law. One (1) day shall be granted in the event of the death of a grandchild.

Contract #0110-09.100

AGREEMENT

Between

EARTGRAINS BAKING COMPANIES, INC.,
a Delaware Corporation
operating in Ankeny, Iowa

and

TEAMSTERS LOCAL UNION NO. 238 affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS

(Sales/Transports)

EFFECTIVE:

MARCH 27, 2011

THROUGH

MARCH 29, 2014

SEP 21 2011
CONTRACT
DEPARTMENT

AGREEMENT

This Agreement, made and entered into this **27th** day of **March, 2011**, by and between the Earthgrains Company a wholly owned subsidiary of the Sara Lee Bakery Group, Inc., of Des Moines, Iowa, hereinafter referred to as the "Company", and Teamsters Local Union No. 238, of Des Moines, Iowa, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", for the employees of the Company covered hereby.

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.

WITNESSETH:

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

ARTICLE 1.
Recognition

It is hereby agreed that Teamsters Local Union No. 238 of Des Moines, Iowa, affiliated with the International Brotherhood of Teamsters, shall be the exclusive bargaining representative for all Route Sales Representatives Route Specialist, Box Truck Driver, Special and Extra Employees, Thrift Store Driver, Ottumwa Loader and Transport Drivers working for the Company, and all employees in these classifications shall work under the terms and provisions of this Agreement.

ARTICLE 2.
Condition of Employment

Section 1. All new employees shall be hired on a probationary period of **ninety (90) calendar** days and the Company shall be the sole judge of the competency of the new employees during said probationary period. In case he dismisses said new employees during said probationary period of **ninety (90) calendar** days, such dismissal shall not be deemed a breach of this Agreement, nor considered as a grievance.

Section 2. 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 and such employee shall be given at least one (1) verbal warning notice, one (1) written notice and suspension up to three (3) days of the complaint against him/her, with a copy to the Union, except that no warning notice need be given an employee before he/she is discharged for dishonesty, including intentional and deliberate falsification of any Company records, drunkenness, including the drinking of intoxicating liquors on the job, unauthorized use of Company's equipment, unauthorized carrying of passengers, or use of narcotics or being under

Section 3. In no case shall the provisions of this Article be construed to mean that it provides for compulsory arbitration.

ARTICLE 19.
Posting of Route Vacancies

Section 1. Except in executive or supervisory positions, any new route positions or vacancies in any manner shall be posted by the Company for a period of not less than three (3) working days. All routes are to be posted and signed by a steward, this includes city and extension routes being posted in all depots. Employees will bid on such jobs with the determining factors being qualification and seniority and any dispute regarding the successful bidder shall be subject to the grievance procedure. It is understood and agreed that a route sales representative bidding on a route or hired for a specific route is entitled to only one (1) change each year under this rule. However, if an employee with less than one (1) year seniority has been appointed to a route by the Company and did not bid on the route he/she is presently on, that employee may bid upon and be awarded a route within that one (1) year period.

Section 2. When a job is posted, the current route average will also be stated on the posting. There shall be no alterations of the route after posting and before acceptance. Posting to be in a conspicuous place and Steward sign bid to verify date bid posted and taken down. All extension routes to be notified in writing.

Section 3. Transport Drivers bid runs will be posted every six (6) months from the date of the last bid. All products baked at the Des Moines bakery shall be transported by employees in the bargaining unit covered by this agreement.

ARTICLE 20.
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 21.
Protection of Rights

It shall not be a violation of this Contract and it shall not be cause for discharge, reprimand, or discipline if an employee or employees refuse to go through an authorized legal picket line of a union on strike against the Company.

ARTICLE 22.
Pension

Section 1. The Company agrees to make the following Class 17 contributions to the Central States Pension Fund for each eligible employee under the Agreement during the term of the Agreement, as follows:

- **Effective March 27, 2011, one hundred sixty-eight dollars and seventy cents ($168.70) total maximum contribution per week.**
- **Effective March 25, 2012, one hundred eighty-two dollars and twenty cents ($182.20) maximum contribution per week.**
- **Effective March 24, 2013, one hundred ninety-three dollars and ten cents ($193.10) maximum contribution per week.**

It is specifically agreed that the liability of the Company executing this Agreement is limited to the payment of the sum per week for each eligible employee as specified above.

Section 2. Eligible employees for the purpose of this Article means an employee who has been employed for thirty (30) days or who has been assigned a regular route.

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.

ARTICLE 23.
Health and Welfare

The Company will provide eligible full time bargaining unit employees with medical, dental, ancillary and retiree health care benefits as identified below. Except as otherwise stated in this Article, employees are eligible for the identified benefits effective on the ninety-first (91st) working days of employment.

All benefits terminate on the last day of the termination month.

A. Medical Plan

During the term of this Agreement, the Company will provide eligible full time bargaining unit employees with medical benefits. Eligible full time bargaining unit employees electing medical coverage will be provided benefits in accordance with the P324 medical plan.

Effective January 1, 2012 eligible bargaining unit employees will be provided medical insurance benefits in accordance with the P342 medical plan

B. Dental Plan

During the term of this Agreement, the Company will provide eligible full time bargaining unit employees with dental benefits. Eligible full time bargaining unit employees electing dental coverage will be provided benefits in accordance with the D207.

Letter of Agreement
Ankeny Sales/Loaders
(Contract Number 0110-09)

Teamsters Local Union 238 ("the Union") and Earthgrains Baking Companies, Inc. ("the Company") hereby agree as follows:

1) Route sales representatives (RSRs) that are utilized to sell/deliver Sara Lee Sweet Baked Goods (SBG) directly to customers (DSD service) shall be compensated using the following commission rates:

   - Full rack service & stale returns: 6.0%
   - Drop service & no returns: 3%
   - Vending: 3%

2) The Company retains right to serve Convenience stores, Dollar/Discounters and Drug customers SL SBG products using a Central Distribution Center (CDC) or Warehouse (WH) drop distribution method at any time regardless of previous distribution methods (for example, SL SBG products distributed on a DSD basis may be converted to CDC/WH drop with no future commission obligations). No commission will be paid for SL SBG products distributed in this manner. The Company will utilize Teamsters transport for delivery to CDCs or WHs where they currently originate from bakeries serviced by transport drivers; or customers may pick up at the Company's bakeries where such relationship exists. All applicable route guarantees set forth in the collective bargaining agreement would apply to business that transitions from DSD to CDC/WH drop.

3) Supermarkets and Mass Merchandisers (for example, Walmart and Target) will be served by DSD, not CDC/WH drop.

4) Club stores (for example, Costco, Sam's, BJ's) will continue to be served by RSRs where the relationship exists today at the commission rates set forth in Paragraph #1, above. The Company may serve Club stores by CDC or WH Drop within same parameters as Paragraph #2, above; provided that that the parties meet and confer and a determination is made that the Company will lose the business absent a transition to CDC or WH Drop. Such a determination will not be unreasonably withheld.

5) The parties agree to extend the March 27, 2011 through March 29, 2014 collective bargaining agreement for two (2) full years from the stated date of expiration or March 19, 2016, subject to the following terms:
   - The Company will meet all pension obligations set forth in the collective bargaining agreement.
   - The Company will maintain the health care options currently in place (MOB). Examples include:
     - For multiemployer health and welfare plans, the Company will increase its contributions up to a maximum of 10% each year of the extension and anything above will be borne by employees.
     - Employees making flat dollar H & W contributions will continue to do so at the last rate of the existing contract
     - Employees making percentage H & W contributions will continue to pay on a percentage basis, subject to annual change based on newly established rates

- Increases for employees paid on an hourly basis under this collective bargaining agreement shall be $.40/hr on March 30, 2014 and $.40/hr on April 5, 2015.

6) The parties agree that the Company will continue to contribute to the Central States Southeast and Southwest Areas Pension Fund for the duration of the Agreement, as provided in Article 22 of the Agreement.
   Contributions applicable to the extended period are as follows:
   Effective March 24, 2014 not more than $204.70 per week
   Effective March 24, 2015 not more than $217.00 per week

7) All other terms and conditions of the collective bargaining agreement unchanged by the terms of this Letter of Agreement shall remain in full force and effect.

It is so agreed on March 28, 2013 :

Redacted by U.S. Department of the Treasury

For the Company

Redacted by U.S. Department of the Treasury

RECEIVED
MAY 14 2013
CONTRACT DEPARTMENT

Contract #0229-16

AGREEMENT

BETWEEN

EARTHGRAINS BAKING COMPANIES, INC.,
a Delaware corporation
operating in Cedar Rapids and Burlington, Iowa

AND

LOCAL UNION 238 - CEDAR RAPIDS
(SALES)

MAY 13, 2012 through MAY 16, 2015

RECEIVED

FEB 01 2013

CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT made and entered into by and between Earthgrains Baking Companies, Inc., a Delaware corporation operating in Cedar Rapids and Burlington, Iowa, hereinafter referred to as the "Company," assignees and successors, and CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 238, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union," agree to be bound by the following terms and provisions covering the wages and working conditions of those employees coming under the jurisdiction of CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238.

WHEREAS, it is mutually desired between the parties hereto to bring about an effectual spirit of fair dealing, promote the general welfare of the Baking Industry, assist in stabilizing conditions generally and to maintain the standard of the industry in high public repute, IT IS COVENANTED AND AGREED AS FOLLOWS:

ARTICLE 1
RECOGNITION

Section 1. The Company recognizes the Union as the exclusive bargaining agent for all regular route sales representatives employed by the Company at its distribution depots located within the jurisdiction of Teamsters Local 238.

ARTICLE 2
SALES OF ASSETS

Section 1. Transfer of Company Title or Interest. The Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. 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 Company shall give notice of the existence of this Agreement to any purchaser, lessee, transferee, 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 day of sale.

ARTICLE 3
CHECKOFF

Section 1. The Company shall deduct Union initiation fees, dues and uniform assessments from the employee's pay when proper authorization in writing is furnished in conformity with State and Federal laws.

ARTICLE 12
PENSION PLAN

Section 1. Effective May 13, 2012, the Company's contribution for each regular full-time employee shall be one hundred ninety three dollars and fifty cents ($193.50) per week and forty dollars and ten cents ($40.10) per day for each part-time employee.

Effective May 12, 2013, the Company's contribution for each regular full-time employee shall be two hundred one dollars and twenty cents ($201.20) per week and forty one dollars and seventy cents ($41.70) per day for each part-time employee.

Effective May 11, 2014, the Company's contribution for each regular full-time employee shall be two hundred nine dollars and twenty cents ($209.20) per week and forty three dollars and forty cents ($43.40) per day for each part-time employee.

Contributions will be remitted at the weekly rates specified above for all compensated periods, including paid vacation, paid holidays, and actual time worked. Contributions will be remitted on behalf of each employee regardless of probationary or seniority status.

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 Companys who are party to this Contract are also parties.

Section 3. By the execution of this Contract, the Company authorizes the Companys' 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 4. If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the pension fund during the period of absence.

Section 5. Contributions to the pension fund must be made for each week on each regular or extra employee. In cases where an employee regularly works part-time for the Company under the provisions of this Contract, the weekly amount shall be made pro-rata based on the hours regularly worked per week. Employees who work either temporarily or in cases of emergency under the term of this Contract shall not be covered by the provisions of this paragraph.

ARTICLE 13
NO COMPANY RESPONSIBILITY FOR WEEKLY GUARANTEES IN CASES OF STRIKES, ETC.

Section 1. The wage scale provisions and guarantees herein provided for all shall not be construed to mean that the Company is required to pay the same to the employees when the facility is not operating and deliveries are not being made by reason of strikes, layoffs, flood, war, riot, superior necessity, acts of God, or anything over which the Company has no control, provided that if any of the employees included in this Contract are required to report for work on any day during an emergency so created, then such employee shall receive pay for such day in the amount of one-fifth (1/5) of his/her weekly guarantee for each day in which he/she is required to report.

ARTICLE 14
COMMISSION ON ALL GOODS DELIVERED OR PICKED UP

Section 1. Route sales representatives shall receive immediate credit for all merchandise returned and shall receive their full commission on all branded DSD goods delivered on their territory at any time or called for by any one from their territory at any time. The Company shall not require a route sales representative to carry any accounts not authorized by the Company.

Section 2. No route sales representative is authorized to extend credit to any customer.

ARTICLE 15
ROUTE SPLITS

Section 1. It is further agreed by the Company that when a route or routes are split, the route sales representative whose route or routes are so divided, shall have first preference of the resulting route. In case two (2) or more routes are divided, the most senior employee in point of service shall have first preference of the resulting routes and shall be paid a guarantee based on the difference between the average commission of the route or routes for the four (4) normal week period immediately previous to splitting the route or routes and the commission on the projected gross sales for the new route, payable in a lump sum equal to:

Contract # 1635-16

SIOUX CITY AREA AGREEMENT

Between

Earthgrains Baking Companies, Inc., a Delaware corporation operating in Sioux City, Iowa.

and

GENERAL DRIVERS AND HELPERS
UNION LOCAL NO. 554
Omaha, Nebraska

covering

Route Sales Drivers, Supervisors, Transport Drivers, Special & General Drivers, Garage, and Loaders

From: May 13, 2012
Through: May 14, 2015

RECEIVED
JUL 01 2013
CONTRACT DEPARTMENT

AGREEMENT

THIS AGREEMENT is made and entered into by and between Earthgrains Baking Companies, Inc., a Delaware corporation operating in Sioux City, Iowa herein referred to as the Company, 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 Company.

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

The Agreement shall apply to all employees covered by the classifications named in the Agreement regularly used in the distribution of products baked in the plants of the respective Company in Sioux City, Iowa, whether said employees operate directly from said plant or out of agencies supplied by said plant.

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 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 Company will neither negotiate or make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.

Section 3. The Company agrees that it will not sponsor or promote, financially or otherwise, any group or labor organization for the purpose of undermining the Union; nor will it interfere with, coerce or discriminate against any of its employees in connection with their membership in the Union.

Section 4. The Company agrees to recommend to all employees that they become members of the Union and maintain such membership during the life of this Agreement, to refer new employees to the Union representative, and to recommend to delinquent members that they pay their dues since they are receiving the benefits of this Agreement.

Section 5. If the Iowa Labor Laws and the Taft-Hartley Act, or either of them pertaining to Union security, be repealed or amended to permit a Union security clause, then this Article shall be

absent from work for a period of one (1) regular working day when such absence is necessary to attend the funeral of a current spouse's grandparent, grandparent, grandchildren, current brother-in-law and current sister-in-law. The benefits of this Article shall not be applicable to holidays or to vacations. During such absences, employees on hourly-paid basis shall be compensated at their straight-time hourly classification rate for such working time lost. Employees on a commission basis shall be compensated by the earnings of their route for such working time lost.

ARTICLE 29
UNAUTHORIZED ACTIVITY CLAUSE

Within two (2) weeks of the date of the signing of this Agreement, the Local Union will serve upon the Company a written notice which will list the Union authorized representatives who will deal with the Company, make commitments for the Union generally and, in particular, have the sole authority to act for the Union in calling or instituting strikes or any stoppages of work. The Union shall not be liable for any activities unless so authorized. In all cases of an unauthorized strike, slowdown, walkout or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that during the first twenty-four (24) hour period of such unauthorized work stoppage, the Company will have the sole and complete right of reasonable discipline short of discharge. Such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of such stoppage and if such stoppage continues, however, the Company shall have the sole and complete right to immediately discharge any Union member participating in any unauthorized strike, slowdown, walkout or any other cessation of work. Such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement.

ARTICLE 30
PENSION

Section 1. Effective May 13, 2012, the Company shall agree to pay one hundred ninety-three dollars and fifty cents ($193.50) per week for each employee covered by this Agreement, who has been on payroll thirty (30) days or more. Effective May 12, 2013, the Company shall agree to pay two hundred one dollars and twenty cents ($201.20) per week for each employee covered by this Agreement, who has been on payroll thirty (30) days or more. Effective May 11, 2014, the Company shall agree to pay two hundred nine dollars and twenty cents ($209.20) per week for each employee covered by this Agreement, who has been on payroll thirty (30) days or more.

Effective May 13, 2012, the Company shall contribute to the Central States, Southeast and Southwest Area Pension Fund the sum of forty dollars and ten cents ($40.10) for each day or tour of duty worked by each casual employee until such employee accrues seniority in accordance with the Contract. Effective May 12, 2013, the Company shall contribute to the Central States, Southeast and Southwest Area Pension Fund the sum of forty-one dollars and seventy cents ($41.70) for each day or tour of duty worked by each casual employee until such employee accrues seniority in accordance with the Contract. Effective May 11, 2014, the Company shall contribute to the Central States, Southeast and Southwest Area Pension Fund the sum of forty-three dollars and forty cents

($43.40) for each day or tour of duty worked by each casual employee until such employee accrues seniority in accordance with the Contract. This shall not apply to a bona fide probationary 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 Agreement.

Section 3. By the execution of this Agreement, the Company authorizes the Company'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 Company Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

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

Section 5. Contributions to the Pension Fund must be made for each week on each employee covered by the Agreement 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.

Section 6. Notwithstanding anything herein contained, it is agreed that if the Company is delinquent at the end of a period in the payment of 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 Company 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 Company shall be responsible to the employees for losses resulting therefrom.

Section 7. The Company will establish a 401K for employee contribution. Those contributions by the employee will be made on a percentage basis and will not exceed federal guidelines. Employees will not be eligible until after one (1) year of service and have worked a minimum of 1000 hours. The Company cannot assure current investment opportunities will be available under the 401K.

Employee Contributions – Eligible active employees may contribute up to 16% of their gross wages, not to exceed $10,000 per year, on a weekly basis. The Company will deposit the employee weekly contribution by the 15th of the month following such deduction.

Contract # 0183-16.287

AGREEMENT

Between

EARTHGRAINS BAKING COMPANIES, INC.,
a Delaware corporation
and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL NO. 627
Pekin, Illinois

EFFECTIVE:

October 16, 2011 through October 18, 2014

RECEIVED

DEC 12 2011

CONTRACT
DEPARTMENT

AGREEMENT

This Agreement made and entered into this 16th day of October, 2011, by and between the Earthgrains Baking Companies, Inc., a Delaware corporation operating in Pekin, Illinois, and hereinafter called the "Company", and Teamsters, Chauffeurs & Helpers Local Union No. 627, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union".

ARTICLE 1
RECOGNITION AND UNION SECURITY

Section 1. The Company recognizes the Union as the sole bargaining agent of all those employees on work as classified under Article 2 of this Agreement.

Section 2. (a) It is agreed that all present employees in the bargaining unit, not now members of the Union, must become members of the Union not later than thirty-one (31) days from the date of the execution of this Agreement and retain their membership in good standing throughout the term of this Agreement. It is agreed that all new employees hired by the Company must become members of the Union not later than thirty-one (31) days from the date of their employment and retain their membership in good standing for the term of the Agreement.

(b) New Employees shall file membership applications with the Union in sufficient and reasonable time for the above purpose.

(c) The Company agrees to notify the Union, in writing, within thirty-one (31) days of all newly-hired employees.

(d) The use of the masculine gender in this Agreement shall be deemed to refer to persons of both sexes.

Section 3. A new employee shall work under the provisions of this Agreement but shall be employed only on a sixty (60) day trial basis during which period he may be discharged without further recourse. The company may provide to the union a written request to extend the probationary period an additional thirty (30) days, but such extension must be mutually agreed to by the union and the Company. The Company may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After sixty (60) days, the employee shall be placed on the regular seniority list unless an additional thirty (30) days has been agreed upon. The employee will then be added to the regular seniority list after ninety (90) days.

Section 4. Route foremen and supervisors are conceded to be employed in executive positions, but the provisions of this Agreement shall be applicable to them when running routes.

Effective January 1, 2014, eligible bargaining unit employees electing medical and/or dental coverage shall share in the cost of said coverage at the rate of five percent (5%) of the applicable cost.

Section 4. The Company will provide eligible bargaining unit employees with twenty thousand dollars ($20,000) of life and accidental death & dismemberment insurance coverage.

Section 5. Eligible bargaining unit employees will be provided at no cost accident and sickness benefits of two hundred twenty-five dollars ($225) per week. The benefit is payable beginning on the first (1st) day of non-occupational accident and the seventh (7th) day of non-occupational illness for a maximum of twenty-six (26) weeks

Section 6. The selection of a specific insurance carrier, provider, network, or alliance will be at the Company's option and may be changed by the Company during the term of the Agreement.

ARTICLE 18
PENSION PLAN

Section 1. Effective October 16, 2011, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension fund the sum of one hundred seven dollars and fifty cents ($107.50) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more and who works for one (1) or more days in any given week. Any day for which an employee receives compensation from the Company under the terms of this Agreement shall be considered the same as a day worked.

Effective October 14, 2012, the contribution shall be increased to one hundred sixteen dollars and ten cents ($116.10) per week, and effective October 13, 2013, the contribution shall be increased to one hundred twenty three dollars and ten cents ($123.10) 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 Companys who are party to this contract are also parties.

Section 3. By the execution of this Agreement, the Company authorizes the Companys' 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 their authority.

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

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

Section 5. Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part time under the provisions of this contract, including weeks where work is performed for the Company but not under the provisions of this contract and although contributions may be made for those weeks into some other Pension Fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

Section 6. The Pension Fund so established will qualify under any appropriate section of the Internal Revenue Service Code of 1956 so as to insure that the Company's contributions thereto will be considered as ordinary business expense in the tax year in which payments are made. All documents incident thereto, must be drawn to conform with all Federal and State laws.

Section 7. 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 this contribution to the Pension Fund created under this contract, in accordance with the rules and regulations of the Trustees of such Funds, after the proper official of the Local Union has given seventy-two (72) hours' notice to the Company of such delinquency in pension payments, the employees or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Company shall be responsible to the employees for losses resulting therefrom.

ARTICLE 19
PROTECTION OF RIGHTS

Section 1. Picket Lines. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute or refuses to go through or work behind any primary picket line recognized by Local 627, including primary picket lines of Local 627 at the Companys' places of business. The Union will notify the Company twenty-four (24) hours prior to such action.

Section 2. Struck Goods. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any service which his Company undertakes to perform as an ally of an Company or person whose employees are on strike recognized by Local 627, and which service, but for such strike, would be performed by the employees of the Company or person on strike. The Union will notify the Company twenty-four (24) hours prior to such action.

Memorandum of Agreement

Between

Earthgrains Baking Companies, Inc. a Delaware Corporation

and

International Brotherhood of Teamsters Local 955

(Earthgrains Contract No. 0121-03)

June 3, 2013

After negotiating in good faith, the Company and the Union enter into this Memorandum of Agreement setting forth the terms of the new collective bargaining agreement between the parties, subject to ratification by the Union membership. It contains an agreement that the Company and the Union bargaining committee fully recommend.

The following changed items are to be incorporated into the prior contract and a new contract prepared. Any provision of the September 20,2009 through September 22, 2012 agreement, which is not addressed below, shall be unchanged in the September 23, 2013 through September 26, 2015 agreement. This document encompasses all tentative agreements reached during negotiations. With the signing of the Memorandum of Agreement, the Union bargaining committee is recommending ratification of the Union membership.

1. Contract Duration:

   To extend for three (3) years to expire on September 26, 2015.

2. Modify **Article 9.Route Splits** to read as follows:

   A Wholesale salesman whose route has been split will, for a period of ten (10) weeks thereafter, receive as additional compensation each week an amount equal to the regular commission on the net business split from his route based on the ten (10) previous weeks of business excluding holiday weeks and the weeks preceding the holiday. Such additional compensation shall continue to be paid at the higher of the actual business

without recourse. Prior to the end of the sixty (60) day period the employee will be counseled.

6. Amend **Article 14. Holidays to read as follows:**

Section A No employee covered under the Contract except Special Delivery Driver shall be permitted to work on Sundays, or the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day; in the event the holiday falls on a Sunday the following Monday shall be the holiday granted. In the event that a holiday falls on a day detrimental to the business, the Company reserves the right to move the drop out day in that week.

Section B To be eligible for holiday pay the employee must work their last scheduled work day prior to the holiday and their first scheduled work day following the holiday.

Section C Eligible employees are entitled to a personal day off without loss of pay. The personal day off will be limited to those employees who have completed one (1) year of continuous service as of January 1 of each year. The employee should schedule a personal day off when the vacation schedule is selected.

7. Amend **Article 20. Wages,** Section A. Subsection 1(Drop Shipment any channel) to read as the following:

This rate will apply to all bakery products delivered without rack service or the handling of returns, where the customer provides the order. Drop shipment shall be delivered by union sales representatives.

8. Delete **Article 20. Wages**, Section L.

9. Delete **Article 23. Pension** Section E.

10. Amend **Article 23. Pension, Section A** to read as follows:

The Company shall contribute to a pension fund for each employee covered by this Agreement who has been on the payroll thirty (30) days or more as follows:

The Company agrees to contribute as follows to the Central States Pension Fund. These contributions shall be made in accordance to the "Class 17b Benefit".

Effective March 15, 2013	not more than $201.20
Effective March 15, 2014	not more than $209.20
Effective March 15, 2015	not more than $ 217.60

11. Amend **Article 22, Health & Welfare** Section A, Subsection 1 (Medical Plan) to read as follows:

During the term of this Agreement, the Company will provide eligible bargaining unit employees with medical benefits. Eligible bargaining unit employees electing medical coverage will be provided benefits in accordance with the P324 Medical Plan. Effective January 1, 2014 all eligible employees will be covered by the P342 Medical Plan.

12. Amend Article 22, Section 3 to read as follows:

Effective January 1, 2014 eligible employees electing medical/or dental coverage shall share in the cost of said coverage in accordance with the following schedule:

Effective 1/01/14 employees shall contribute 5% of the combined medical and dental premiums on a weekly pre-tax basis.

13. Add LOU regarding heritage BBU product to the contract to read as follows:

Earthgrains Baking Companies, Inc., (hereinafter referred to as the Company) and IBT 955 (hereinafter referred to as the Union) agree that the Company shall have the option of placing legacy Bimbo brands/products on certain bargaining unit routes. Application of this LOU shall be limited to the counties of Dekalb and Livingston, Missouri

Contract #0121-03.190

AGREEMENT

Between

EARTHGRAINS BAKING COMPANIES, Inc., a Delaware corporation, operating in Kansas City, Missouri

and

TEAMSTERS LOCAL UNION #955 affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS

(ROUTE SALES)

EFFECTIVE:

September 20, 2009

THROUGH

September 22, 2012

AGREEMENT

ARTICLE 1
RECOGNITION

This Agreement is made and entered into by and between Teamster Local Union No. 955 affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union," and The Earthgrains Baking Companies, Inc. a wholly owned subsidiary of The Sara Lee Bakery Group, Kansas City, Missouri, hereinafter referred to as the "Company."

ARTICLE 2
Union Security

Section A.

The Company recognizes the Union as the sole and exclusive Collective Bargaining agency in respect to rates of pay, hours of work, conditions of employment for the employees in the bargaining unit hereinafter described.

1. The employees covered by this Agreement shall include and cover all route sales representatives, relief drivers, swing drivers, special delivery drivers, student drivers and supervisors who are not supervisors within the definition of the Labor-Management Relations Act but shall not include or apply to any office, clerical, production or maintenance employees.

2. All deliveries, except in emergencies, shall be made by a member of Local 955.

Section B.

The Company agrees that all employees covered by this Agreement shall be members of the Union on and after the thirty-first (31st) day following execution of this Agreement or the beginning of their employment, whichever is the later. The Company agrees to call the Union office when job openings occur and to afford the applicants referred by the Union the same consideration granted to other applicants. The Company will notify the Union in writing promptly upon hiring any new employee, on a form provided by the Union.

1. Both parties agree that all employees must remain in good standing with the Union insofar as the payment of initiation fees and dues are concerned. The Company agrees to discharge any employee-member of the Union within seven (7) days after written notice from the Union of the fact that said employee is not in good standing with the Union for reason of not having tendered to the Union his initiation fees and dues in accordance with the Union's Constitution and by-laws.

Section C.

No employee covered by the terms of this Agreement will be permitted to sign any individual contract or agreement contrary to the terms of this Agreement.

Section C.

If any employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue health care coverage for a period of four (4) weeks. If an employee is injured on the job, the Company shall continue health care coverage until such employee returns to work; however, such coverage shall not continue 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 moneys to pay the required contributions for health and welfare coverage during the period of absence.

Section D.

The Company may institute administrative cost saving measures including, for example, requiring second opinions prior to surgery, requiring surgical procedures to be performed on an out-patient basis where appropriate, requiring pre-surgical testing to be performed prior to admission to the hospital, prohibiting unnecessarily early admission to the hospital prior to surgery (e.g. weekend admission) and requiring use of generic drugs where they are available.

Section E.

The selection of a specific insurance carrier, provider, network, or alliance will be at the Company's option and may be changed by the Company during the term of the Agreement.

ARTICLE 23
Pension

Section A.

The Company shall contribute to a pension fund for each employee covered by this Agreement who has been on the payroll thirty (30) days or more as follows:

The Company agrees to contribute as follows to the Central States Pension Fund. These contributions shall be made in accordance to the "Class 17b Benefit."

Effective March 14, 2010	**not more than $173.90 per week.**
Effective March 13, 2011	**not more than $184.30 per week.**
Effective March 11, 2012	**not more than $193.50 per week.**

Section B.

The Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Contract for operations under this Contract or for operations under the Central States, Southeast and Southwest Areas Contract to which **Companies** who are party to this Contract are also parties.

The Company will continue this rate for at least one (1) year after expiration of this Agreement.

Section C.

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

Section D.

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 moneys to pay the required contributions into the Pension Fund during the period of absence.

Section E.

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

Section F.

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

Section G.

Notwithstanding anything herein contained, it is agreed that in the event the Company is delinquent at the end of a pay period in payment of his contributions to the Pension Fund or Funds, created under this Contract, in accordance with the rules and regulations of the Trustees of such funds, the employees or their representatives shall have the right to take such action as they deem necessary until such delinquent payments are made and it is further agreed that in the event such action is taken the Company shall be responsible to the employees for the losses resulting therefrom.

Section H.

Effective January 1, 1999 the Company will establish a 401 (k) for employees' contributions. Those contributions by the employee will be made on a percentage basis. Employees will not be eligible until after one (1) year of service and have worked a minimum of one thousand (1000) hours in one year. Eligible active employees may contribute up to 16% of their gross wages with the total per year not to exceed federal guidelines. The employee weekly contribution will be deposited by the Company by the 15th of the month following such deduction.

Employees participating in this Plan as of July 24, 2002 will be able to continue to participate during the term of this agreement. Employees that were not participating in the Plan as of July 24, 2002 will not be eligible to participate during the term of this Agreement.

Section I.

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 Company's payroll for thirty (30) calendar days.

With respect to Special Delivery Drivers, the parties agree that in the event that an individual employed on Special Delivery basis works one thousand (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 the Central States Pension fund in the same manner and amount as required by this contract for regular employees.

ARTICLE 24
Joint Labor Management Committee

Section A.

A Joint Labor Management Committee shall be established. Such committee shall meet not less than every six (6) weeks to establish a more harmonious working relationship between the Company and the employees, as well as to review complaints which may be registered by the employees.

Section B.

The Committee shall be composed of three (3) members of management, one (1) of which shall be the plant manager or his/her duly authorized representative.

Section C.

The Labor Relations Department of the Company shall be notified of the date and time of such meetings. The other two (2) members shall be "floating members" who shall be selected by management, dependent upon the subjects to be discussed.

LETTER OF UNDERSTANDING and AGREEMENT

Re: pension in Article 23, Section F.

The Earthgrains Baking Companies, Inc. of Kansas City, a wholly owned subsidiary of The Sara Lee Bakery Group, and Teamsters Local Union #955 affiliated with the Internationa. Brotherhood of Teamsters agree that:

Special delivery drivers who work over twenty (20) hours per week will have pension payments made on their behalf.

Teamsters Local Union # 955 affiliated
with the International Brotherhood
of Teamsters

Redacted by U.S. Department of the Treasury

Date 1-19-11

Earthgrains Baking Companies, Inc.,
a Delaware corporation,
operating in Kansas City, MO

Redacted by U.S. Department of the Treasury

Date 11/13/4

Contract # 0402-40

COLLECTIVE BARGAINING AGREEMENT

by and between

BIMBO BAKERIES USA, INC.,
Kansas City, MO

And

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, LOCAL LODGE 778
AND
TEAMSTERS LOCAL 955
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Kansas City, MO
Garage/Transport

March 30, 2014 – April 1, 2017

RECEIVED
APR 11 2014
CONTRACT DEPARTMENT

AGREEMENT

This Agreement is entered into by and between Bimbo Bakeries USA, Inc., a Delaware corporation operating in Kansas City, Missouri, "party" of the first part, herein-after referred to as the "Company", and Local 778 IAM & AW of the International Association of Machinists and Aerospace Workers, AFL-CIO, and Teamsters Local 955 affiliated with the International Brotherhood of Teamsters, parties of the second part, hereinafter referred to as the "Union".

ARTICLE 1
RECOGNITION

The Company agrees to bargain with the Union as the sole collective bargaining agency for all its employees in the classification of Mechanics, body men, painters, transport drivers, and General Garage Helpers employed in the Company's garage.

ARTICLE 2
UNION SHOP

Upon compliance with the requirements of Section 8 (a) (3) (i) of the Labor-Management 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 covered by this Agreement on and after the thirty-first (31st) day following the beginning of such employment or the effective date of this provision, whichever is the later. It is further agreed that the Company shall have the exclusive right to determine the source or sources of applicants for employment and shall be the sole judge of the requirements and qualifications of such applicant. The hiring of all employees is the sole prerogative of the Company. The Union agrees to accept without discrimination all persons employed by the Company and subject to the provisions of this Agreement on the date of the execution hereof.

ARTICLE 3
CHECK-OFF

The Company will deduct from the salary of the employees subject to this Agreement their Union Dues and Initiation Fees after the Union has furnished, or the employee has furnished, the Company with an authorization to make such deduction.

ARTICLE 4
HOURS

Section 1 Eight (8) consecutive hours, thirty (30) minutes lunch time excluded, will constitute the basic working day. All work over the basic eight (8) hours, lunch time excluded, shall be paid at the rate of time and one-half. Forty (40) hours in any five (5) consecutive days shall constitute a basic work week; with all hours worked over forty (40) in any one (1) week to be paid at the rate of time and one-

c. Additional Insurance
The Company will provide eligible employees the opportunity to purchase Company sponsored optional life, optional AD&D, and dependent life insurance coverage.

Employees electing to purchase said additional coverages will be required to pay the full cost of the premium.

Section 8 An employee who retires before age 65 and starts receiving a pension benefit may continue medical coverage only for the employee and their spouse until the employee reaches age 65 or Medicare eligible whichever comes first and provided the required COBRA premium contributions are made in a timely manner.

Employees hired after March 29, 2014 will not be eligible for retiree benefits.

Section 9 The selection of a specific insurance carrier, provider, network or alliance will be at the Company's option and may be changed by the Company during the term of the Agreement.

ARTICLE 25
PENSION PLAN FOR LOCAL 955

Effective the following dates, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the following amounts, per week, for each employee covered by this Agreement who has been on the payroll thirty (30) days or more:

Effective March 30, 2014 $208.80 per week
Effective March 30, 2015 $217.20 per week
Effective March 30, 2016 $225.90 per week

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

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

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 for a period of not more than twelve (12) months. If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence

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

Contributions to the Pension Fund must be made for each week, on each regular or extra employee, even though such employee may work only part-time under the provisions of this 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. Action for delinquent contributions may be instituted by the Local Union, the Area Conference, or the Trustees. Companies who are delinquent must pay all attorneys' fees and costs of collection.

ARTICLE 26
PENSION PLAN FOR LOCAL 778

A. The Company shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each hour/day or portion thereof for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement as follows:

$5.20 per hour effective April 1, 2014
$5.40 per hour effective April 1, 2015
$5.65 per hour effective April 1, 2016

The parties agree to limit contributions to a maximum of forty (40) hours per week for each employee.

B. The Company shall continue contributions based on a forty (40) hour work week while an employee is off work due to paid vacations or paid holidays. The Company shall also make contributions whenever an employee receives vacation pay at termination or vacation pay in lieu of time off.

C. Contributions for a new, probationary, and full-time employee are payable following thirty (30) calendar days of employment. The Company agrees to make contributions for a period of four (4) weeks for any illness or off job injury. If the employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

D. The I.A.M. Lodge and Company adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

Contract No. 0158-06

AGREEMENT

BETWEEN.

EARTHGRAINS BAKING COMPANIES, INC., A DELAWARE CORPORATION
OPERATING IN
ST. JOSEPH, MISSOURI

AND

GENERAL TEAMSTERS, CHAUFFEURS AND HELPERS'
UNION NO. 955 OF ST. JOSEPH, MISSOURI

(Sales)

EFFECTIVE:

October 20, 2013

THROUGH

October 24, 2015

RECEIVED

MAR 26 2014

CONTRACT
DEPARTMENT

AGREEMENT

This Agreement, made and entered into the 20th day of October, 2013, by and between the Earthgrains Baking Companies, Inc. a Delaware Corporation operating in St. Joseph Missouri hereinafter referred to as the "Company" and the General Teamsters, Chauffeurs and Helpers' Union No. 955 of St. Joseph, Missouri, and Brookfield, Missouri, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union" covering wages, hours of employment and other conditions of employment for all employees of the Company, who sell, deliver or transport bakery products out of the St. Joseph, Missouri, and Brookfield, Missouri, depots. All extension route sales representatives employed by The Earthgrains Baking Companies, Inc., working out of depots located at Brookfield, Missouri, but excluding office clerical employees, guards, watchmen, and supervisors as defined in the Act and all other employees, however, if the Company hereinafter converts any routes operating out of the St. Joseph depots as of October 1, 1956, to extension routes served by transports, such territory so converted shall not be excluded from this Agreement and shall continue to be served by members of the Union.

ARTICLE 1.
RECOGNITION

Section 1. The Company recognizes the Union as the sole and exclusive bargaining representative of all of its employees, who are not employed or will be employed in the selling, delivering or transporting of bakery products as outlined above.

Section 2. All work provided in the various job classifications herein-above designated shall be done exclusively by employees represented by the Union or those eligible to be represented by the Union, except for Management who shall be permitted to run routes in cases of emergency, vacations, sickness, training purposes or giving of, days off.

The Company will hire and place route sales representatives on vacant routes or new routes as soon as possible. The Company will employ special delivery drivers or pull up people rather than use Management for this purpose, except in cases of emergency.

Section 3. The Company agrees to require as a condition of continued employment that the present employees of the Company shall be and remain members of the Union, subject to any applicable law. All new employees who become subject to the provisions of this Agreement must become members of the Union on the thirty-first (31st) day following the beginning of such employment, subject to any applicable law. All such employees must remain members of the Union in good standing thereafter by payment of initiation fees, dues and legal assessments so long as they remain on the Company's payroll. Any employee who, within the period herein specified, fails to become a member of the Union by failing to pay initiation fees, or who, after becoming a member, loses his/her membership by failing to pay his/her regular membership dues and legal assessments, shall upon receipt of written request from the Union, immediately be discharged by the Company.

The selection of a specific insurance carrier, provider, network, or alliance will be at the Company's option and may be changed by the Company during the term of the Agreement.

C. The selection of a specific insurance carrier, provider, network or alliance will be at the Company's option and may be changed by the Company during the term of the Agreement.

D. No dispute over the benefits arising under or relating to this Article shall be submitted for consideration under the grievance and arbitration provision of this Agreement. Benefits claims must be submitted according to the claims procedure for the applicable benefit plan.

ARTICLE 14.
PENSION

Section 1: The Central States, Southeast and Southwest Areas Pension Fund benefit contribution level stated in Section 1 will be revised in accordance to the"PPA Schedule." It will read as follows:

Effective October 16, 2011, the Company contribution shall be one hundred eighty four dollars and thirty cents ($184.30) per week for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective October 21, 2012, the Company contribution shall be one hundred ninety three dollars and fifty cents ($193.50) per week for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective October 21, 2013, the Company contribution shall be two hundred one dollars and twenty cents ($201.20) per week for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective October 21, 2014, the Company contribution shall be two hundred nine dollars and twenty cents ($209.20) per week for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Conversely, should amount prescribed by Fund be less than amount agreed to in this Article, said amount shall be applied to employee's base. If amount is greater, it shall be deducted from employee's base.

Section 2. By the execution of this Agreement, the Company authorizes the Company'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 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 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 week on each regular employee with thirty (30) days or more service who works three (3) days or more in any given week, including weeks where work is performed for the Company but not under the provisions of this contract, and although contributions may be made for those weeks into some other Pension Fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

Section 5. 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 Company'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 one thousand (1,000) hours or more in a twelve month period, he/she will be considered a regular employee for the purposes of participation in the Central States Pension Fund and all hours worked by him thereafter (for the remainder of that year and all subsequent years), will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular employees

ARTICLE 15.
FUNERAL LEAVE

In the event of a death of a current spouse, child, or current step-child, an employee will be afforded up to five (5) consecutive scheduled work days off without loss of pay, to arrange for and/or attend the funeral. In the event of the death of an employee's father, mother, grandparents, sister, brother, current mother-in-law, or current father-in-law, a period of up to three (3) consecutive calendar days may be taken by the employee when it is necessary to make arrangements for and attend the funeral. It is understood that the last day of such leave can be no later than the day following the funeral. Should any of the days provided for in this leave be regular scheduled work days, the employee will be compensated at the straight time rate for the time lost up to eight (8) hours in any one day. Compensation shall not be paid if the employee is on vacation. The employee shall receive one (1) day unpaid leave in the event of the death of the employee's current brother-in-law or sister-in-law. Reasonable evidence may be required in order to qualify for this benefit.

[Dubuque, Iowa]
CBA #5108-55
[IBT Local 120]

MEMORANDUM OF AGREEMENT
between
Bimbo Bakeries USA, Inc., a Delaware corporation
operating in Dubuque, Iowa
and
IBT Local 120
(BBU Contract #5108-55)
November 5, 2014

After negotiating in good faith, the Company and Union enter into this Memorandum of Agreement setting forth the terms of the new collective bargaining agreement between the parties, subject to ratification by the union membership. It contains an agreement that the Company and the Union bargaining committees fully recommend.

The following changed items are to be incorporated into the prior contract and a new contract document prepared. Any provision of the October 11, 2009 through October 11, 2014 Agreement, which is not addressed below, shall be unchanged in the October 12, 2014 through October 14, 2017 Agreement. This document encompasses all tentative agreements reached during negotiations. With the signing of this Memorandum of Agreement, the Union bargaining committee is recommending ratification to the Union membership.

1) Change Company name to "Bimbo Bakeries USA a Delaware corporation operating in Dubuque, Iowa".

2) Article 2 Section 1 B – first paragraph – Revise to read as follows:

Sales Trainees' base plus commission pay shall not exceed four hundred dollars ($400.00) per week for a maximum of the first four (4) weeks. Sales employees hired after November, __, 2014, **shall receive fifty dollars ($50.00) per week less than the applicable base rate of pay for the twelve (12) months of employment following the first four weeks of employment. Thereafter the sales employee shall receive the full applicable base rate per week.**

3) Article 2 D –first paragraph – Revise to read as follows:

Extra route sales representatives shall receive the route actual of the route he/she is running at any location or terminal which he/she is working. **When not running a route the extra route sales representative shall receive the average of the route (base and commission) of the home depot of the employee.**

4) Article 2 Section 1 D 1 – Revise to read as follows:

The temporary assignment will be offered by seniority (most senior may, least senior must) **of those employees unassigned.**

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DEC 02 2014
CONTRACT DEPARTMENT

37.8.435

5) Article 2 Section 6 – Revise to read as follows:

Shortages and Credits The route sales representatives shall not be allowed to authorize credit to any customer without prior approval of the Company. Shortages and overages**, and cash balances** shall be settled every Saturday unless approved by supervision.

6) Article 3 Section 2 D – Revise third paragraph to read as follows:

Any time during the year a run becomes open for any reason, or new runs are created, seniority will prevail in filling vacancies. Likewise, it is also agreed that should a bid run start time change by more than **two (2) hours** from its original posted time for a period of **two (2) weeks** or more, it shall be re-posted for bid as a new run. In the event a new run is created the Company and the Union will meet to decide the status of the run, if expected to continue more than one hundred twenty days such run will be bid. The exception to the **two (2)** hour rule would be in the event the Company was affected by a change in the baking of product. In such event the Company shall meet with the Local Union and the driver effected to discuss the reason for the change and the expected time period for the change.

7) Article 4 Section 1 A – Add:

Where a Garage Foreperson is designated by the Company, the employee shall receive not less than fifty cents ($0.50) per hour above the classified rate of the Garage Mechanic.

8) Article 5 Section 1 – Add the following:

Employees laid off as a result of the Hy Vee delivery method of 2014 shall retain call back rights for a period of twenty-four (24) months.

9) Article 5 Section 2 – Revise to read as follows:

When a job or route becomes open for any reason, in any classification of work covered by this Agreement, it shall be posted on the bulletin board in each location within ten (10) days, for a period of seventy-two (72) hours by the Company. Any employee desiring to bid on an open job or route that becomes open shall do so in writing. Open jobs shall be offered within the classification where the opening exists. **The Company will allow a bargaining unit employee in a classification outside of the open position to apply for such opening. The selection of the applicant shall be at the sole discretion of the Company.** The employee awarded the job or route shall take over the new position within one (1) month after the seventy-two (72) hour posting period, unless the opening no longer exists, or the Company and Union agree that additional time is needed all postings will be sent to the Union.

10) Article 6 Section 4 – Revise to read as follows:

To be eligible for holiday pay, the employee must work their scheduled day before **and** after the holiday, unless mutually agreed by the parties.

11) Article 6 Section 5 – Revise to read as follows:

Floating Holidays: Effective January 1, 2015 two (2) floating holidays for all active employees who have completed their probationary period. The floating holidays shall be scheduled on a day mutually agreed between the Company and the employee. The eligible employee sball give the Company two (2) weeks' notice of the requested floating holidays and the Company shall respond to the employee within one (1) week of such request. Transport drivers shall be compensated at nine (9) hours for the floating holidays. (This shall replace current Article 6 Sections 5 and 6 effective January 1, 2015.)

12) Article 7 Section 4 – sixth paragraph – Revise to read as follows:

In the event an employee needs to change a previously bid vacation week he/she will contact their supervisor or designee to address the vacation change. Such change shall he by mutual agreement between the Company and employee.

13) Article 8 – Revise to read as follows:

In the event of a death in the employee's immediate family including spouse, parents, current mother-in-law, current father-in-law, children, brothers, sisters and stepchildren. the employee shall be entitled to be absent from work for a period up to but not more than three (3) regular working days: for sister-in-law, brother-in-law, grandparents. one (1) working day, **grandchildren, two (2) working days,** when such absence is necessary to make arrangements for and to attend the funeral. The benefits of this article shall not be applicable to holidays or to vacations. During such absences, employees on hourly paid basis shall be compensated at their straight time hourly classification rate for such working time lost. Employees on a commission basis shall be compensated by the earnings of their routes for working time lost.

14) Article 9 – Add the following:

Effective no later than January 1, 2015, the Company will provide transport drivers uniform shirts. The employee will be responsible for the cleaning of shirts and employees must wear issued shirts when performing transport duties. The Company will also supply transport drivers a jacket which shall be replaced as necessary and as determined by the Company.

15) Article 17 – Revise Pension Contribution Rates as follows:

Effective 04-22-14	**$204.70 per week**
Effective 04-22-15	**$217.00 per week**
Effective 04-22-16	**$225.70 per week**
Effective 04-22-17	**$234.70 per week**

Insurance:

Continue P324 for current employees. Effective January 1, 2016 all employees shall be covered by P342. Effective January 1, 2016, increase S&A benefit to $260.00 per week. Effective January 1, 2016, employees hired after this date shall contribute ten dollars ($10.00) per week for medical and or dental coverage.

Wages (Hourly):

Effective 10/12/14 increase hourly rate $0.40.
Effective 10/11/15 increase hourly rate $0.35.
Effective 10/19/16 increase hourly rate $0.35.

Wages (Sales):

Effective 10/11/15 increase base to $297.00 per week.
Effective 10/19/16 increase base to $300.00 per week.

The above noted revisions to the collective bargaining agreement reflect agreement to proposals submitted by the Company and Union. The agreement has the recommendation of the Company and Union as evidenced by their signatures below.

First year wage increases will be retroactive to October 12, 2014 for hourly associates active on the date of ratification.

All components of this Memorandum of Agreement are contingent upon acceptance of it in its entirety by the membership of the IBT Local 120 in Dubuque, Iowa on or before 12:01 A.M. on November 16, 2014.

For the Company

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CONTRACT DEPARTMENT

Letter of Agreement
Chippewa Falls and Rice Lake, Wisconsin Sales
Contract # 1501-79

Teamsters Local Union Number 662 ("the Union") and Earthgrains Baking Companies, Inc. ("the Company"), a Delaware corporation operating in Chippewa Falls and Rice Lake, Wisconsin hereby agree as follows:

1) Route sales representatives (RSRs) that are utilized to sell/deliver Sara Lee Sweet Baked Goods (SBG) directly to customers (DSD service) shall be compensated using the following commission rates:

   - Full rack service & stale returns: 6.0%
   - Drop service & no returns: 3%
   - Vending: 3%

2) The Company retains right to serve Convenience stores, Dollar/Discounters and Drug customers SL SBG products using a Central Distribution Center (CDC) or Warehouse (WH) drop distribution method at any time regardless of previous distribution methods (for example, SL SBG products distributed on a DSD basis may be converted to CDC/WH drop with no future commission obligations). No commission will be paid for SL SBG products distributed in this manner. The Company will utilize Teamsters transport for delivery to CDCs or WHs where they currently originate from bakeries serviced by transport drivers; or customers may pick up at the Company's bakeries where such relationship exists. All applicable route guarantees set forth in the collective bargaining agreement would apply to business that transitions from DSD to CDC/WH drop.

3) Supermarkets and Mass Merchandisers (for example, Walmart and Target) will be served by DSD, not CDC/WH drop.

4) Club stores (for example, Costco, Sam's, BJ's) will continue to be served by RSRs where the relationship exists today at the commission rates set forth in Paragraph #1, above. The Company may serve Club stores by CDC or WH Drop within same parameters as Paragraph #2, above; provided that the parties meet and confer and a determination is made that the Company will lose the business absent a transition to CDC or WH Drop. Such a determination will not be unreasonably withheld.

5) The parties agree to extend the August 5, 2012 through August 8, 2015 collective bargaining agreement for two (2) full years from the stated date of expiration or August 12, 2017, subject to the following terms:

   - The Company will meet all pension obligations set forth in the collective bargaining agreement.
   - The Company will maintain the health care options currently in place (MOB). Examples include:
     - For multiemployer health and welfare plans, the Company will increase its contributions up to a maximum of 10% each year of the extension and anything above will be borne by employees.
     - Employees making flat dollar H & W contributions will continue to do so at the last rate of the existing contract
     - Employees making percentage H & W contributions will continue to pay on a percentage basis, subject to annual change based on newly established rates

6) The parties agree that the Company will continue to contribute to the Central States, Southeast and Southwest Areas Pension Fund for the duration of the Agreement, as provided in Article 19 of the Agreement.

Contributions applicable to the extended period are as follows:

Effective August 9, 2015 not more than $148.80 per week
Effective August 9, 2016 not more than $154.80 per week
Effective August 9, 2017 not more than $161.00 per week

7) All other terms and conditions of the collective bargaining agreement unchanged by the terms of this Letter of Agreement shall remain in full force and effect.

It is so agreed on March 14, 2013 :

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MAY 14 2013
CONTRACT DEPARTMENT

Contract # 1635-16

SIOUX CITY AREA AGREEMENT

Between

Earthgrains Baking Companies, Inc., a Delaware corporation operating in Sioux City, Iowa.

and

GENERAL DRIVERS AND HELPERS
UNION LOCAL NO. 554
Omaha, Nebraska

covering

Route Sales Drivers, Supervisors, Transport Drivers, Special & General Drivers, Garage, and Loaders

From: May 13, 2012
Through: May 14, 2015

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JUL 01 2013
CONTRACT DEPARTMENT

AGREEMENT

THIS AGREEMENT is made and entered into by and between Earthgrains Baking Companies, Inc., a Delaware corporation operating in Sioux City, Iowa herein referred to as the Company, 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 Company.

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

The Agreement shall apply to all employees covered by the classifications named in the Agreement regularly used in the distribution of products baked in the plants of the respective Company in Sioux City, Iowa, whether said employees operate directly from said plant or out of agencies supplied by said plant.

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 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 Company will neither negotiate or make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.

Section 3. The Company agrees that it will not sponsor or promote, financially or otherwise, any group or labor organization for the purpose of undermining the Union; nor will it interfere with, coerce or discriminate against any of its employees in connection with their membership in the Union.

Section 4. The Company agrees to recommend to all employees that they become members of the Union and maintain such membership during the life of this Agreement, to refer new employees to the Union representative, and to recommend to delinquent members that they pay their dues since they are receiving the benefits of this Agreement.

Section 5. If the Iowa Labor Laws and the Taft-Hartley Act, or either of them pertaining to Union security, be repealed or amended to permit a Union security clause, then this Article shall be

absent from work for a period of one (1) regular working day when such absence is necessary to attend the funeral of a current spouse's grandparent, grandparent, grandchildren, current brother-in-law and current sister-in-law. The benefits of this Article shall not be applicable to holidays or to vacations. During such absences, employees on hourly-paid basis shall be compensated at their straight-time hourly classification rate for such working time lost. Employees on a commission basis shall be compensated by the earnings of their route for such working time lost.

ARTICLE 29
UNAUTHORIZED ACTIVITY CLAUSE

Within two (2) weeks of the date of the signing of this Agreement, the Local Union will serve upon the Company a written notice which will list the Union authorized representatives who will deal with the Company, make commitments for the Union generally and, in particular, have the sole authority to act for the Union in calling or instituting strikes or any stoppages of work. The Union shall not be liable for any activities unless so authorized. In all cases of an unauthorized strike, slowdown, walkout or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that during the first twenty-four (24) hour period of such unauthorized work stoppage, the Company will have the sole and complete right of reasonable discipline short of discharge. Such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of such stoppage and if such stoppage continues, however, the Company shall have the sole and complete right to immediately discharge any Union member participating in any unauthorized strike, slowdown, walkout or any other cessation of work. Such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement.

ARTICLE 30
PENSION

Section 1. Effective May 13, 2012, the Company shall agree to pay one hundred ninety-three dollars and fifty cents ($193.50) per week for each employee covered by this Agreement, who has been on payroll thirty (30) days or more. Effective May 12, 2013, the Company shall agree to pay two hundred one dollars and twenty cents ($201.20) per week for each employee covered by this Agreement, who has been on payroll thirty (30) days or more. Effective May 11, 2014, the Company shall agree to pay two hundred nine dollars and twenty cents ($209.20) per week for each employee covered by this Agreement, who has been on payroll thirty (30) days or more.

Effective May 13, 2012, the Company shall contribute to the Central States, Southeast and Southwest Area Pension Fund the sum of forty dollars and ten cents ($40.10) for each day or tour of duty worked by each casual employee until such employee accrues seniority in accordance with the Contract. Effective May 12, 2013, the Company shall contribute to the Central States, Southeast and Southwest Area Pension Fund the sum of forty-one dollars and seventy cents ($41.70) for each day or tour of duty worked by each casual employee until such employee accrues seniority in accordance with the Contract. Effective May 11, 2014, the Company shall contribute to the Central States, Southeast and Southwest Area Pension Fund the sum of forty-three dollars and forty cents

($43.40) for each day or tour of duty worked by each casual employee until such employee accrues seniority in accordance with the Contract. This shall not apply to a bona fide probationary 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 Agreement.

Section 3. By the execution of this Agreement, the Company authorizes the Company'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 Company Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

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

Section 5. Contributions to the Pension Fund must be made for each week on each employee covered by the Agreement 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.

Section 6. Notwithstanding anything herein contained, it is agreed that if the Company is delinquent at the end of a period in the payment of 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 Company 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 Company shall be responsible to the employees for losses resulting therefrom.

Section 7. The Company will establish a 401K for employee contribution. Those contributions by the employee will be made on a percentage basis and will not exceed federal guidelines. Employees will not be eligible until after one (1) year of service and have worked a minimum of 1000 hours. The Company cannot assure current investment opportunities will be available under the 401K.

Employee Contributions – Eligible active employees may contribute up to 16% of their gross wages, not to exceed $10,000 per year, on a weekly basis. The Company will deposit the employee weekly contribution by the 15th of the month following such deduction.

Letter of Agreement
By and between
Bimbo Bakeries USA and Earthgrains Baking Companies, Inc. and
International Brotherhood of Teamsters Local No. 289 & 120
Fergus Falls, MN (Contract #4045-75)

The Company and Union enter into this agreement related to the introduction of Sara Lee Sweet Baked Goods.

Commission and Delivery for Sara Lee Sweet Baked Goods

1) Supermarkets, Mass Merchandisers (for example, Cub Foods, Wal-Mart, Target)
    a. RSR full rack service and stale returns 6% commission
    b. RSR drop service and no returns – 3%
2) Convenience stores , Dollar/Discounters, Drug
    a. RSR full rack service and stale returns – 6% commission
    b. RSR drop service and no returns – 3%
    c. Central Distribution Center (CDC) or Warehouse (WH) Drop
        i. Company retains right to service these customers using a CDC or WH drop distribution method at any time regardless of previous distribution methods (for example, Company products distributed on a direct sales distribution (DSD) basis may be converted to CDC/WH drop with no future commission obligations.)
            1. All applicable route guarantees set forth in the collecting bargaining agreement would apply to business that transitions from DSD to CDC/WH drop.
        ii. Company will utilize Teamsters transport for delivery to CDC to WH where they currently originate from bakeries; or customers may pick up at Company bakeries where such arrangements currently exist.
3) Club (for example, Costco, Sam's Club, BJ's)
    a. Continue to serve customer using DSD where the relationship exists today.
    b. RSR full rack service and stale returns – 6% commission
    c. RSR drop service and no returns – 3%
    d. CDC or WH drop capability with same parameters a Paragraph #2, above; provided that the parties meet and confer and a determination is made that the Company will lose the business absent a transition to CDC of WH drop. Such a determination will not be unreasonably withheld.
4) Vending
    a. RSR drop service – 3%
    b. CDC or WH drop capability with same parameters a Paragraph #2, above.

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5) The parties agree to extend the October 10, 2010 through October 12, 2013 collective bargaining agreement for two (2) full years from the stated date of expiration or October 10, 2015, subject to the following terms;
   a. The Company will continue to contribute to the Central States Pension Plan for the duration of the Agreement as provided in Article 25 of the Agreement. Effective October 13, 2013 the Company will increase its contribution to $200.80 per week. Effective October 13, 2014, the Company will increase its contribution to $208.80 per week.
   b. The Company will maintain the current health care option per Article 24 of the Agreement in place. The Company will continue to contribute eighty-nine percent (89%) of the cost for the each year of the extension agreement.
   c. Increase for employees paid on an hourly basis under this collective bargaining agreement shall be forty cents ($.40) per hour on October 13, 2013 and forty cents ($.40) per hour on October 12, 2014.
6) All other terms and conditions of the collective bargaining agreement unchanged by the terms of this Letter of Agreement shall remain in full force and effect.

It is so agreed on 4/16/13 :

Redacted by U.S. Department of the Treasury

For the Company

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

For the Union

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MAR 26 2014
CONTRACT DEPARTMENT

Contract #: 4005-11

AGREEMENT
Between

BIMBO BAKERIES USA, Inc.,
a Delaware corporation operating in
Fergus Falls, Minnesota

And

BAKERY, LAUNDRY, ALLIED SALES DRIVERS AND WAREHOUSEMEN
Affiliated with the International Brotherhood of
Teamsters, Chauffeurs, Warehousemen and Helpers of
America
LOCAL UNION NO. 289

Effective October 6, 2013 through October 8, 2016

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CONTRACT
DEPARTMENT

THIS AGREEMENT is made and entered into by and between Bimbo Bakeries USA, INC., operating in Fergus Falls, Minnesota, party of the first part, hereinafter referred to as the Company, and coming under the jurisdiction of our Charter, the BAKERY, LAUNDRY, ALLIED SALES DRIVERS, AND WAREHOUSEMEN, LOCAL NO. 289, of Minneapolis, Minnesota, party of the second part, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the Union or Local Union No. 289.

ARTICLE 1
JURISDICTION

Section 1. The Company agrees to recognize Local Union No. 289 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America as the sole collective bargaining agent for the employees covered by this Agreement.

Section 2. The parties agree that all employees subject to the jurisdiction of the Union. shall become members of the Union no later than the thirty-first (31st) day from the commencement of their employment, and shall remain in good standing thereafter, subject to the limitation: of any applicable law. New employees shall file membership applications with the Union in sufficient and reasonable time for such purpose.

Section 3. Upon receipt of a written check-off authorization from an employee, the Company shall deduct from the Employee's salary initiation fees, monthly dues and uniformly levied assessments payable by him or her to the Union. The Company shall make deduction monthly and transmit the aggregate sum collected to the office designated by the Union. Such check-off authorizations shall remain in effect until revoked by the employee and shall be irrevocable for a period of one (1) year after the date of signing the authorization or until the termination of this collective bargaining agreement between the Company and the Union, whichever occurs sooner. If no notice of revocation is given prior to the expiration of the collective bargaining agreement or prior to the end of one (1) year, whichever is sooner, the check-off authorization shall renew itself for successive periods with the same privilege of revocation as set forth above. New employees shall file membership applications with the Union in sufficient and reasonable time for the above purposes.

Section 3(a). The Company agrees that Local Union No. 289 has jurisdiction over all Production employees within the plants of the Bimbo Bakeries USA, INC., a Delaware corporation operating in Fergus Falls, Minnesota. The following employees are not eligible to be included in the Working Agreement: general managers, sales managers, shop superintendents, route supervisors, route sales representatives, relief salesmen, transport drivers, office employees or retail sales clerks.

Section 4. The Company agrees to report to the local steward all current employees, using a seniority list, at the end of each calendar month.

ARTICLE 11
PENSION

Section 1. The Company agrees to contribute to the States Southeast and Southwest Areas Pension Fund on be full-time employees covered by this Agreement.

Contributions to the pension fund will be made for each week on each regular full-time employees who have completed three (3) months of full-time service, with payments back to the first month of full-time service.

Section 2. Contributions to the pension fund will be made for each week on each regular full-time employee as follows:

Effective October 7, 2012, the Company's weekly contribution shall be ninety-five dollars and twenty cents ($95.20) per week per eligible employee.

Effective October 6, 2013, the Company's weekly contribution shall be ninety-nine dollars ($99.00) per week per eligible employee.

Effective October 6, 2014, the Company's weekly contribution shall be one hundred and three dollars and seventy cent ($103.00) per week per eligible employee.

Effective October 6, 2015, the Company's weekly contribution shall be one hundred seven dollars and ten cents ($107.10) per week per eligible employee.

Section 3. In cases where an employee regularly works part-time for the Company under the provisions of this contract, the daily rate shall be as follows:

Effective October 6, 2013, twenty-one dollars and ten cents ($21.10) per day per eligible employee.

Effective October 6, 2014, twenty-one dollars and ninety cents ($21.90) per day per eligible employee.

Effective October 6, 2015, twenty-two dollars and eighty cents ($22.80) per day per eligible employee.

If an employee is injured or hurt doing anything that arises out of and in the scope of employment, the Company will continue to make all payments necessary to cover pension benefits until the employee returns to work, however, not to exceed sixteen (16) weeks.

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APR 10 2013

CONTRACT DEPARTMENT

Letter of Agreement
Contract # 4015-31
Mobridge

Teamsters Local Union 638 ("the Union") and Earthgrains Baking Companies, Inc. ("the Company") hereby agree as follows:

1) Route sales representatives (RSRs) that are utilized to sell/deliver Sara Lee Sweet Baked Goods (SBG) directly to customers (DSD service) shall be compensated using the following commission rates:

   - Full rack service & stale returns: 6.0%
   - Drop service & no returns: 3%
   - Vending: 3%

2) The Company retains right to serve Convenience stores, Dollar/Discounters and Drug customers SL SBG products using a Central Distribution Center (CDC) or Warehouse (WH) drop distribution method at any time regardless of previous distribution methods (for example, SL SBG products distributed on a DSD basis may be converted to CDC/WH drop with no future commission obligations). No commission will be paid for SL SBG products distributed in this manner. The Company will utilize Teamsters transport for delivery to CDCs or WHs where they currently originate from bakeries serviced by transport drivers; or customers may pick up at the Company's bakeries where such relationship exists. All applicable route guarantees set forth in the collective bargaining agreement would apply to business that transitions from DSD to CDC/WH drop.

3) Supermarkets and Mass Merchandisers (for example, Walmart and Target) will be served by DSD, not CDC/WH drop.

4) Club stores (for example, Costco, Sam's, BJ's) will continue to be served by RSRs where the relationship exists today at the commission rates set forth in Paragraph #1, above. The Company may serve Club stores by CDC or WH Drop within same parameters as Paragraph #2, above; provided that that the parties meet and confer and a determination is made that the Company will lose the business absent a transition to CDC or WH Drop. Such a determination will not be unreasonably withheld.

5) The parties agree to extend the March 18, 2012 through March 14, 2015 collective bargaining agreement for two (2) full years from the stated date of expiration or March 18, 2017, subject to the following terms:
   - The Company will meet all pension obligations set forth in the collective bargaining agreement.
   - The Company will maintain the health care options currently in place (MOB). Examples include:
     - For multiemployer health and welfare plans, the Company will increase its contributions up to a maximum of 10% each year of the extension and anything above will be borne by employees.
     - Employees making flat dollar H & W contributions will continue to do so at the last rate of the existing contract.
     - Employees making percentage H & W contributions will continue to pay on a percentage basis, subject to annual change based on newly established rates.

6) The parties agree that the Company will continue to contribute to the Central States Southeast and Southwest Areas Pension Fund for the duration of the Agreement, as provided in Article 24 of the Agreement.
   Contributions applicable to the extended period are as follows:
   Effective March 15, 2015 not more than $149.30 per week
   Effective March 15, 2016 not more than $155.30 per week

7) All other terms and conditions of the collective bargaining agreement unchanged by the terms of this Letter of Agreement shall remain in full force and effect.

It is so agreed on 3/18/13:

Redacted by U.S. Department of the Treasury

For the Company

Redacted by U.S. Department of the Treasury

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APR 10 2013

CONTRACT DEPARTMENT

ARTICLE 24. PENSION

1. Effective **March 18, 2012,** the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund (Plan) 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. (Schedule B).

Effective **March 17, 2013,** the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund (Plan) 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. (Schedule B).

Effective **March 16, 2014,** the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund (Plan) 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. (Schedule B).

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 weekly payment hereunder for a period of not more than four (4) weeks. If an employee is injured on the job, the Company shall continue to pay the required weekly payments until such employee returns to work; however, such weekly payments shall not be paid for a period longer than twelve (12) months from the date of injury. If an employee is granted a leave of absence, the employee shall pay to the Company, prior to taking a leave of absence, the sum of money sufficient to pay the weekly payment into the Pension Fund during the entire period of absence.

The Company will in no way be held responsible to the employee or the Pension Fund if the employee fails to deposit sufficient monies with the Company to pay the required contributions during the employee's period of absence.

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 Company's payroll for thirty (30) calendar days.

The parties agree that in the event that an individual employed on a part-time, seasonal or casual basis work 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 hire 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.

Letter of Agreement
Oshkosh / Fond du Lac Sales / Loaders
(Contract Number 1195-64)

Teamsters Local Union 200 ("the Union") and Earthgrains Baking Companies, Inc. ("the Company") hereby agree as follows:

1) Route sales representatives (RSRs) that are utilized to sell/deliver Sara Lee Sweet Baked Goods (SBG) directly to customers (DSD service) shall be compensated using the following commission rates:

   - Full rack service & stale returns: 6.0%
   - Drop service & no returns: 3%
   - Vending: 3%

2) The Company retains right to serve Convenience stores, Dollar/Discounters and Drug customers SL SBG products using a Central Distribution Center (CDC) or Warehouse (WH) drop distribution method at any time regardless of previous distribution methods (for example, SL SBG products distributed on a DSD basis may be converted to CDC/WH drop with no future commission obligations). No commission will be paid for SL SBG products distributed in this manner. The Company will utilize Teamsters transport for delivery to CDCs or WHs where they currently originate from bakeries serviced by transport drivers; or customers may pick up at the Company's bakeries where such relationship exists. All applicable route guarantees set forth in the collective bargaining agreement would apply to business that transitions from DSD to CDC/WH drop.

3) Supermarkets and Mass Merchandisers (for example, Walmart and Target) will be served by DSD, not CDC/WH drop.

4) Club stores (for example, Costco, Sam's, BJ's) will continue to be served by RSRs where the relationship exists today at the commission rates set forth in Paragraph #1, above. The Company may serve Club stores by CDC or WH Drop within same parameters as Paragraph #2, above; provided that that the parties meet and confer and a determination is made that the Company will lose the business absent a transition to CDC or WH Drop. Such a determination will not be unreasonably withheld.

5) The parties agree to extend the July 11, 2010 through July 13, 2013 collective bargaining agreement for two (2) full years from the stated date of expiration or July 11, 2015, subject to the following terms:
   - The Company will meet all pension obligations set forth in the collective bargaining agreement.
   - The Company will maintain the health care options currently in place (MOB). Examples include:
     - For multiemployer health and welfare plans, the Company will increase its contributions up to a maximum of 10% each year of the extension and anything above will be borne by employees.
     - Employees making flat dollar H & W contributions will continue to do so at the last rate of the existing contract
     - Employees making percentage H & W contributions will continue to pay on a percentage basis, subject to annual change based on newly established rates
   - Increases for employees paid on an hourly basis under this collective bargaining agreement shall be $.40/hr on July 14, 2013 and $.40/hr on July 20, 2014.

6) The parties agree that the Company will continue to contribute to the Sara Lee Consolidated Pension Plan and Central States Southeast and Southwest Areas Pension Fund for the duration of the Agreement, as provided in Article 12 of the Agreement.
Contributions applicable to the extended period for the Central States Southeast and Southwest Areas Pension Fund are as follows:
Effective July 14, 2013 not more than $137.60 per week
Effective July 14, 2014 not more than 143.10 per week

7) All other terms and conditions of the collective bargaining agreement unchanged by the terms of this Letter of Agreement shall remain in full force and effect.

It is so agreed on March 28, 2013:

Redacted by U.S. Department of the Treasury

For the Company

Redacted by U.S. Department of the Treasury

RECEIVED
APR 08 2013
CONTRACT DEPARTMENT

Contract # 1385-87.290

A G R E E M E N T

Between

EARTHGRAINS BAKING COMPANIES, INC.,
a Delaware corporation
operating in
ROCKFORD, ILLINOIS

and

TEAMSTERS LOCAL UNION #325
International Brotherhood of Teamsters

ROCKFORD, ILLINOIS

(SALES)

EFFECTIVE:

April 4, 2010

Through

April 6, 2013

Letter of Agreement
Rockford, Illinois Sales
Contract # 1385-87

Teamsters Local Union Numbers 325 ("the Union") and Earthgrains Baking Companies, Inc. ("the Company"), a Delaware corporation operating in Rockford, Illinois hereby agree as follows:

1) Route sales representatives (RSRs) that are utilized to sell/deliver Sara Lee Sweet Baked Goods (SBG) directly to customers (DSD service) shall be compensated using the following commission rates:

   - Full rack service & stale returns: 6.0%
   - Drop service & no returns: 3%
   - Vending: 3%

2) The Company retains right to serve Convenience stores, Dollar/Discounters and Drug customers SL SBG products using a Central Distribution Center (CDC) or Warehouse (WH) drop distribution method at any time regardless of previous distribution methods (for example, SL SBG products distributed on a DSD basis may be converted to CDC/WH drop with no future commission obligations). No commission will be paid for SL SBG products distributed in this manner. The Company will utilize Teamsters transport for delivery to CDCs or WHs where they currently originate from bakeries serviced by transport drivers; or customers may pick up at the Company's bakeries where such relationship exists. All applicable route guarantees set forth in the collective bargaining agreement would apply to business that transitions from DSD to CDC/WH drop.

3) Supermarkets and Mass Merchandisers (for example, Walmart and Target) will be served by DSD, not CDC/WH drop.

4) Club stores (for example, Costco, Sam's, BJ's) will continue to be served by RSRs where the relationship exists today at the commission rates set forth in Paragraph #1, above. The Company may serve Club stores by CDC or WH Drop within same parameters as Paragraph #2, above; provided that the parties meet and confer and a determination is made that the Company will lose the business absent a transition to CDC or WH Drop. Such a determination will not be unreasonably withheld.

5) The parties agree to extend the April 4, 2010 through April 6, 2013 collective bargaining agreement for two (2) full years from the stated date of expiration or April 11, 2015; subject to the following terms:
   - The Company will meet all pension obligations set forth in the collective bargaining agreement.
   - The Company will maintain the health care options currently in place (MOB). Examples include:
     - For multiemployer health and welfare plans, the Company will increase its contributions up to a maximum of 10% each year of the extension and anything above will be borne by employees.
     - Employees making flat dollar H & W contributions will continue to do so at the last rate of the existing contract
     - Employees making percentage H & W contributions will continue to pay on a percentage basis, subject to annual change based on newly established rates
   - Increases for employees paid on an hourly basis under this collective bargaining agreement shall be $.40/hr on April 7, 2013 and $.40/hr on April 13, 2014.

6) The parties agree that the Company will continue to contribute to the Central States, Southeast and Southwest Areas Pension Fund for the duration of the Agreement, as provided in Article 20 of the Agreement.
Contributions applicable to the extended period are as follows:

Effective April 7, 2013 not more than $201.20 for each regular Route Sales Representative or Route Sales Specialist and $71.40 per week for each regular Merchandiser
Effective April 7, 2014 not more than $209.20 for each regular Route Sales Representative or Route Sales Specialist and $74.30 per week for each regular Merchandiser
Effective April 7, 2015 not more than $217.60 for each regular Route Sales Representative or Route Sales Specialist and $77.30 per week for each regular Merchandiser

7) All other terms and conditions of the collective bargaining agreement unchanged by the terms of this Letter of Agreement shall remain in full force and effect.

It is so agreed on March 16, 2013:

[redacted] [redacted] 4-2-13

RECEIVED
OCT 14 2013
CONTRACT DEPARTMENT

EARTHGRAINS BAKING COMPANIES, INC.,
a Delaware corporation
operating in
Rockford, Illinois

and

TEAMSTERS LOCAL UNION #325
International Brotherhood of Teamsters

ARTICLE 1
Principals and Purpose

This Agreement made and entered into by and between Earthgrains Baking Companies, Inc., a Delaware corporation operating in Rockford, Illinois, hereinafter referred to as "Company", and Teamsters Local Union #325, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", the City of Rockford, Winnebago County, Illinois.

That Whereas both parties are desirous of preventing strikes and lockouts and to maintain a uniform minimum scale of wages, working hours, and conditions among the members of the Union and concerns, individuals and companies hiring and employing Route Sales Representatives and Merchandiser employees and to facilitate a peaceful adjustment of all grievances and disputes which may arise from time to time between the Company and its individual employees in the occupation above described, the following conditions are set forth:

That in this Contract, the employees referred to shall be termed "Route Sales Representatives" and Merchandiser employees, and it is understood that the words "Route Sales Representatives" shall mean an employee who is hired to sell and deliver bakery products to customers of the Company over regular routes and not including personnel in a supervisory capacity, it being understood that supervisors may run routes during vacation, sickness, and other times when sales drivers are not available. This Agreement shall apply only to the Company's Route Sales Representatives working out of its Metro Rockford location.

ARTICLE 2
Recognition/Discrimination

Section 1. The Company recognizes and acknowledges that the Union is the duly authorized collective bargaining representative for all employees within the job classifications and units covered by this Agreement.

terms of the plan as described in the SPD nor prevent the Company from making changes to the plan or SPD from time to time.

Notwithstanding the above, the medical and dental coverages agreed to by the parties will be maintained through the duration of the Agreement.

5. Ancillary Benefits

a. Life and Accidental Death & Dismemberment (AD&D) Insurance
The Company will provide eligible bargaining unit employees with basic life and AD&D coverage in the amount of $20,000 (twenty thousand dollars). In addition, the Company will provide dependent life insurance coverage in the amount of $3,000 (three thousand dollars) for an employee's spouse and $1,500 (one thousand five hundred dollars) for each dependent child.

b. Short Term Disability
The Company will provide a short term disability benefit to eligible, qualifying employees of $300 (three hundred dollars) per week for a maximum of twenty-six (26) weeks per calendar year. Benefits under this program are payable on the eighth (8th) day of an illness and on the first (1st) day of an accident.

Section 2. The selection of a specific insurance carrier, provider, network or alliance will be at the Company's option and may be changed by the Company during the term of the Agreement provided such benefits remain comparable to the present plan for the duration of the Agreement.

Section 3. No dispute over the benefits arising under or relating to this Article shall be submitted for consideration under the grievance and arbitration provision of this Agreement. Benefits claims must be submitted according to the claims procedure for the applicable benefit plan.

ARTICLE 20
Pension

Section 1. Companys signatory to this Agreement are bound by the rules of the Central States, Southeast and Southwest Areas Pension Fund Trust Agreement and participation agreement.

Section 2. Payments on new employees shall commence after thirty (30) calendar days of employment.

Section 3. Effective April 4, 2010, the Company shall contribute to the Central States Southeast and Southwest Area Pension Fund the sum of one hundred seventy three dollars and ninety cents ($173.90) per week for each regular Route Sales

Representative and Route Sales Specialist and sixty one dollars and seventy cents ($61.70) per week for each regular Merchandiser covered by this Agreement. No contribution to the Fund is required unless the covered employee has been on the payroll thirty (30) days or more.

Effective April 3, 2011, the Company shall contribute to the Central States Southeast and Southwest Area Pension Fund the sum of one hundred eighty four dollars and thirty cents ($184.30) per week for each regular Route Sales Representative and Route Sales Specialist and sixty five dollars and forty cents ($65.40) per week for each regular Merchandiser covered by this Agreement. No contribution to the Fund is required unless the covered employee has been on the payroll thirty (30) days or more.

Effective April 1, 2012, the Company shall contribute to the Central States Southeast and Southwest Area Pension Fund the sum of one hundred ninety three dollars and fifty cents ($193.50) per week for each regular Route Sales Representative and Route Sales Specialist and sixty eight dollars and seventy cents ($68.70) per week for each regular Merchandiser covered by this Agreement. No contribution to the Fund is required unless the covered employee has been on the payroll thirty (30) days or more.

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

Section 4. By the execution of this Agreement, the Company authorizes the appropriate Companys' Associations 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 taken or to be taken by such trustees within the scope of their authority.

Section 5. If an employee is absent because of illness or off the job injury and notifies the Company of such absence, the Company will continue to make the required contributions for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment ceases.

If an employee is injured on the job, the 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 beginning with the first (1st) week after contributions for active employment ceases.

Section 6. The trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Company 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

CONTRACT #5517-83

AGREEMENT

Between

Earthgrains Baking Companies, Inc.,
a Delaware corporation operating in Weston and Plover, Wisconsin

and

GENERAL TEAMSTERS UNION LOCAL 662
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

(Sales)

EFFECTIVE

January 1, 2012

RECEIVED
JUL 0 5 2012
CONTRACT DEPARTMENT

Through

January 3, 2015

AGREEMENT

THIS AGREEMENT is made and entered into by and between the Earthgrains Baking Companies, Inc., a Delaware corporation operating in Weston and Plover, Wisconsin hereinafter referred to as the "Company", and Teamsters Union Local 662, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

ARTICLE 1 - RECOGNITION

The Company recognizes the Union as the exclusive collective bargaining representative for all full-time and regular part-time route sales representatives and regular full-time hourly checker / loaders employed by the Company at its Schofield Depot, excluding office and clerical employees, professional employees, guards and supervisors as defined in the Act, and all other employees of the Company.

ARTICLE 2 - MANAGEMENT RIGHTS

SECTION 1. Except as otherwise provided in this Agreement, the Company retains all the rights and functions of management that it has by law.

ARTICLE 3 - STRIKES AND LOCKOUTS

SECTION 1. During the term of this Agreement, there shall be no lockout on the part of the Company and there shall be no strike, work stoppage, or slowdown authorized, sanctioned, approved or engaged in by the Union and employees against the Company. Any employee participating in any strike, work stoppage, or slowdown in violation of this Article shall be subject to disciplinary action or discharge, as determined by the Company, even if such activity has been authorized by the Union.

SECTION 2. The exercise by the employees of the rights provided for them in Article 24 (Protection of Rights) shall not be considered a violation of this Article and their exercise of those rights shall not be limited by the terms of this Article. The Union will provide a twenty-four (24) hour notice when possible.

ARTICLE 11 - ROUTES. CUTS AND SPLITS

SECTION 1. The Company agrees that when a route is split, the employee whose route is so divided shall have the first choice of the two (2) routes so created. In case a route is split, the route sales representative whose route is so split shall be guaranteed the average of what the route earned for the preceding thirteen (13) weeks for the next sixteen (16) weeks paid in a gross lump sum at the commencement of the new route assingnment. This section shall not apply if the employee requests modification of the route or agrees to the split. It is understood that if a route is totally dissolved, the route sales representative can bump a junior employee whose route has received stops off the dissolved route.

SECTION 2. No route sales representative will be required to pay for stale or returned goods. Each route sales representative will comply with the Company stale goods code.

ARTICLE 12 - UNIFORMS

SECTION 1. In the event the Company requires route sales representative to wear uniforms, all route sales representatives shall be required to wear the standard uniforms as provided by the Company. Selection and cost of the uniforms shall be by mutual agreement by a representative committee of the Company and Union. Cost of uniforms (including sales tax) shall be equally shared by the Company and the employees to whom the uniform provisions applies; the Company shall pay all shipping cost.

SECTION 2. Uniforms shall consist of trousers, shorts, jackets, caps, and shirts for both winter and summer wear.

SECTION 3. The Company to provide employees with a copy of the invoice of employees share of uniform costs.

ARTICLE 13 - PENSION FUND

SECTION 1. Except for those employees listed in Appendix A (all of whom are covered by the Company pension plan), the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund for each employee (other than those listed in Appendix A) covered by this Agreement who has been on the payroll thirty (30) days or more the below sum:

Effective January 1, 2012	$182.20 per week
Effective December 30, 2012	$193.10 per week
Effective December 29, 2013	$204.70 per week

SECTION 2. There shall be no other Pension Fund for these employees.

SECTION 3. By the execution of this Agreement, the Company authorizes the Company's Association of the Central States, Southeast and Southwest Areas Pension Fund to enter into the 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. The Trustees of said Fund shall determine the kind and type of benefits to be provided for from said Fund and the Company 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.

SECTION 4 If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contribution shall not be paid for a period of more than twenty-four (24) months. If an employee is granted a leave of absence, the employee shall pay to the Company, prior to the taking of his/her leave of absence, sufficient monies to pay the required weekly contributions into the Pension Fund during the entire period of absence. The Company will not be held responsible to the employee or to the Pension Fund if the employee fails to deposit sufficient money with the Company to pay the required contributions during this period of absence.

ARTICLE 14 - HEALTH PLAN

Section 1: The Company will provide eligible bargaining unit employees with medical, dental and ancillary insurance benefits as identified below. Except as otherwise stated in this Article, employees are eligible for specified medical and ancillary benefits effective following sixty (60) calendar days of employment. Employees are eligible for specified dental benefits effective following 360 calendar days of employment.

Section 1-A. Medical Coverage: During the term of this Agreement, the Company will provide eligible bargaining unit employees with medical coverage. Eligible bargaining unit employees electing medical coverage will be provided benefits in accordance with the P342

Letter of Agreement
Weston and Plover, Wisconsin Sales
Contract # 5517-83

Teamsters Local Union Number 662 ("the Union") and Earthgrains Baking Companies, Inc. ("the Company"), a Delaware corporation operating in Weston and Plover, Wisconsin hereby agree as follows:

1) Route sales representatives (RSRs) that are utilized to sell/deliver Sara Lee Sweet Baked Goods (SBG) directly to customers (DSD service) shall be compensated using the following commission rates:

   - Full rack service & stale returns: 6.0%
   - Drop service & no returns: 3%
   - Vending: 3%

2) The Company retains right to serve Convenience stores, Dollar/Discounters and Drug customers SL SBG products using a Central Distribution Center (CDC) or Warehouse (WH) drop distribution method at any time regardless of previous distribution methods (for example, SL SBG products distributed on a DSD basis may be converted to CDC/WH drop with no future commission obligations). No commission will be paid for SL SBG products distributed in this manner. The Company will utilize Teamsters transport for delivery to CDCs or WHs where they currently originate from bakeries serviced by transport drivers; or customers may pick up at the Company's bakeries where such relationship exists. All applicable route guarantees set forth in the collective bargaining agreement would apply to business that transitions from DSD to CDC/WH drop.

3) Supermarkets and Mass Merchandisers (for example, Walmart and Target) will be served by DSD, not CDC/WH drop.

4) Club stores (for example, Costco, Sam's, BJ's) will continue to be served by RSRs where the relationship exists today at the commission rates set forth in Paragraph #1, above. The Company may serve Club stores by CDC or WH Drop within same parameters as Paragraph #2, above; provided that the parties meet and confer and a determination is made that the Company will lose the business absent a transition to CDC or WH Drop. Such a determination will not be unreasonably withheld.

5) The parties agree to extend the January 1, 2013 through January 3, 2015 collective bargaining agreement for two (2) full years from the stated date of expiration or January 7, 2017, subject to the following terms:
   - The Company will meet all pension obligations set forth in the collective bargaining agreement.
   - The Company will maintain the health care options currently in place (MOB). Examples include:
     - For multiemployer health and welfare plans, the Company will increase its contributions up to a maximum of 10% each year of the extension and anything above will be borne by employees.
     - Employees making flat dollar H & W contributions will continue to do so at the last rate of the existing contract
     - Employees making percentage H & W contributions will continue to pay on a percentage basis, subject to annual change based on newly established rates

- Increases for employees paid on an hourly basis under this collective bargaining agreement shall be $.40/hr on January 4, 2015 and $.40/hr on January 10, 2016.

6) The parties agree that the Company will continue to contribute to the Central States, Southeast and Southwest Areas Pension Fund for the duration of the Agreement, as provided in Article 13 of the Agreement.
Contributions applicable to the extended period are as follows:

Effective January 5, 2015 not more than $225.70 per week
Effective January 5, 2016 not more than $234.70 per week
Effective January 5, 2017 not more than $244.10 per week

7) All other terms and conditions of the collective bargaining agreement unchanged by the terms of this Letter of Agreement shall remain in full force and effect.

It is so agreed on March 16, 2015:

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

For the Union

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DEPARTME

Letter of Agreement
Green Bay Sales / Garage
(Contract Number 1182-42)

Teamsters Local Union 662 ("the Union") and Earthgrains Baking Companies, Inc. ("the Company") hereby agree as follows:

1) Route sales representatives (RSRs) that are utilized to sell/deliver Sara Lee Sweet Baked Goods (SBG) directly to customers (DSD service) shall be compensated using the following commission rates:

   - Full rack service & stale returns: 6.0%
   - Drop service & no returns: 3%
   - Vending: 3%

2) The Company retains right to serve Convenience stores, Dollar/Discounters and Drug customers SL SBG products using a Central Distribution Center (CDC) or Warehouse (WH) drop distribution method at any time regardless of previous distribution methods (for example, SL SBG products distributed on a DSD basis may be converted to CDC/WH drop with no future commission obligations). No commission will be paid for SL SBG products distributed in this manner. The Company will utilize Teamsters transport for delivery to CDCs or WHs where they currently originate from bakeries serviced by transport drivers; or customers may pick up at the Company's bakeries where such relationship exists. All applicable route guarantees set forth in the collective bargaining agreement would apply to business that transitions from DSD to CDC/WH drop.

3) Supermarkets and Mass Merchandisers (for example, Walmart and Target) will be served by DSD, not CDC/WH drop.

4) Club stores (for example, Costco, Sam's, BJ's) will continue to be served by RSRs where the relationship exists today at the commission rates set forth in Paragraph #1, above. The Company may serve Club stores by CDC or WH Drop within same parameters as Paragraph #2, above; provided that that the parties meet and confer and a determination is made that the Company will lose the business absent a transition to CDC or WH Drop. Such a determination will not be unreasonably withheld.

5) The parties agree to extend the October 2, 2011 through October 4, 2014 collective bargaining agreement for two (2) full years from the stated date of expiration or October 8, 2016, subject to the following terms:

   - The Company will meet all pension obligations set forth in the collective bargaining agreement.
   - The Company will maintain the health care options currently in place (MOB). Examples include:
     - For multiemployer health and welfare plans, the Company will increase its contributions up to a maximum of 10% each year of the extension and anything above will be borne by employees.
     - Employees making flat dollar H & W contributions will continue to do so at the last rate of the existing contract
     - Employees making percentage H & W contributions will continue to pay on a percentage basis, subject to annual change based on newly established rates

- Increases for employees paid on an hourly basis under this collective bargaining agreement shall be $.40/hr on October 5, 2014 and $.40/hr on October 11, 2015.

6) The parties agree that the Company will continue to contribute to the Central States Southeast and Southwest Areas Pension Fund for the duration of the Agreement, as provided in Article 24 of the Agreement.

   Contributions applicable to the extended period are as follows:
   Effective October 5, 2014 not more than $143.10 per week
   Effective October 5, 2015 not more than $148.80 per week

7) All other terms and conditions of the collective bargaining agreement unchanged by the terms of this Letter of Agreement shall remain in full force and effect.

It is so agreed on March 18, 2013:

Redacted by U.S. Department of the Treasury

For the Company

Redacted by U.S. Department of the Treasury

RECEIVED

MAY 14 2013

CONTRACT DEPARTMENT

CONTRACT #1182-42

EARTHGRAINS BAKING COMPANIES INC., A DELAWARE CORPORATION OPERATING IN GREEN BAY, WISCONSIN

GREEN BAY LABOR AGREEMENT

WITH

GENERAL TEAMSTERS LOCAL 662

10/02/11 – 10/04/14

RECEIVED
JAN 24 2012
CONTRACT DEPARTMENT

PREAMBLE

This Agreement is made and entered into by and between **Earthgrains Baking Companies Inc., a Delaware corporation operating in Green Bay, Wisconsin** (hereinafter referred to as the "Company") and **GENERAL TEAMSTERS LOCAL 662**, affiliated with the International Brotherhood of Teamsters (hereinafter referred to collectively as the "Union").

ARTICLE 1
RECOGNITION

Section 1. The Company agrees to recognize the Union as the exclusive bargaining representative for all of the employees of the Company, hereinafter defined, under the jurisdiction of the aforementioned **Teamsters** Local Union.

Section 2. The term "employee" as used in this Agreement and represented by the Union, party to this Agreement, shall include all full-time and regular part-time route sales drivers, and mechanics employed by the Company at its depots in Green Bay excluding office clerical employees, production employees and all other employees of the Company, guards and supervisors as defined in the National Labor Relations Act.

Section 3. The Company and the Union agree that neither will enter into any agreement or contract with said 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
UNION SECURITY

Section 1. All present employees who are members of the Local Union on the effective date of this Section shall remain members of the Local Union in good standing as a condition of continued employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this Section, whichever is the later, become and remain members in good standing of the Local Union as a condition of employment.

Section 2. Should any member of the Union be suspended or expelled from the Union for failing to pay dues or initiation fees, the Company agrees to discharge such person on or after seven (7) days upon receiving due notice from the officials of the Union; provided, however, that such discharge shall not contravene the provisions of the Labor Management Relations Act, as amended, or any applicable law.

Section 3. New employees shall work under the provisions of this Agreement but shall be employed only on a thirty (30) calendar day basis, during which period they may be discharged without further recourse; provided, however, that the Company may not discharge or discipline for the purpose of evading this Agreement, or discriminating against Union members. After the trial period, the employee shall be placed on the regular seniority list as of the date of hire. The trial period will be extended for thirty (30) calendar days upon written notice by the Company to

Effective January 1, 2013, increase the benefit to the amount of twenty thousand dollars ($20,000.00).

b. Short Term Disability

The Company will provide a short term disability benefit to eligible, qualifying employees of three hundred ten dollars ($310.00) per week for a maximum of twenty-six (26) weeks per calendar year. Benefits under this program are payable on the eighth (8th) day of an illness and on the first day of an accident.

B. Retiree Insurance:

Employees who retire shall not be eligible for any Company paid insurance, however, medical and dental insurance may be continued for the retiree and their spouse until age 65 by the retiree paying for such coverage at COBRA rates.

C. The selection of a specific insurance carrier, provider, network or alliance will be at the Company's option and may be changed by the Company during the term of the Agreement.

Section 2. If an employee is laid off, the Company shall pay the premium cost for two (2) months following the month in which the layoff occurred. If an employee is absent due to industrial illness or injury, the Company shall continue to pay the insurance premium cost for ten (10) months following the month in which the employee last worked. If an employee is absent because of an off the job illness or injury, the Company shall continue to pay the insurance premium cost for three (3) months following the month in which the employee last worked. The employee shall make arrangements to pay the employee premium contribution to the Company when unable to work as described in this Section.

ARTICLE 24
PENSION

Section 1. The Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement who has been on the payroll thirty (30) days or more the below sum:

Effective 10/2/11	**$124.80 per week**
Effective 10/7/12	**$132.30 per week**
Effective 10/6/13	**$137.60 per week**

Section 2. By the execution of this Agreement, the Company authorizes the Company's Association of the Central States, Southeast and Southwest Areas Pension Fund to enter into the 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. The Trustees of said Fund shall determine the kind and type of benefits to be provided for from said Fund and the Company 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.

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 contribution shall not be paid for a period of more than twenty-four (24) months. If an employee is granted a leave of absence, the employee shall pay to the Company, prior to the taking of his/her leave of absence, sufficient monies to pay the required weekly contributions into the Pension Fund during the entire period of absence. The Company will not be held responsible to the employee or to the Pension Fund if the employee fails to deposit sufficient money with the Company to pay the required contributions during this period of absence.

Section 4. The parties agree that pension contributions will be remitted to Central States Pension on behalf of all regular employees after they have been on the Company's payroll for thirty (30) days.

With respect to part-time employees, the parties agree:

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

Section 5. Company 401K: Effective within ninety (90) days following the ratification of this Agreement, February 1, 2000, the Company will make a one time contribution to all active eligible employees to the 401K in the amount of $300.00. In addition the Company will make the following contributions to all active eligible employees on the payroll as of 12/31 of the previous year, 1/1/05 -$300.00, 1/1/06 - $300.00, 1/1/07 -$300.00.

ARTICLE 25
INSPECTION PRIVILEGES

The authorized Business Representative of the Local Union shall be permitted on the Company's premises during working hours to confer with any employee covered by this Agreement at a place designated by the Company, provided he first advises local management and provided further that the employee can be interviewed without unreasonable disturbance of other employees.

ARTICLE 26
SEPARABILITY AND SAVINGS CLAUSE

It is understood and agreed by and between the Company and the Union that if any term or provision of this Agreement or the application of such term or provision to any person or circumstance shall be held invalid by any proper agency or court of the state or federal government, the remainder of this Agreement shall not be affected and shall remain in full force. The parties, upon request of either party, shall meet and attempt to mutually agree on a satisfactory replacement provision.

Letter of Agreement
Watertown, Wisconsin Sales
Contract # 5521-79

Teamsters Local Union Number 695 ("the Union") and Earthgrains Baking Companies, Inc. ("the Company"), a Delaware corporation operating in Watertown, Wisconsin hereby agree as follows:

1) Route sales representatives (RSRs) that are utilized to sell/deliver Sara Lee Sweet Baked Goods (SBG) directly to customers (DSD service) shall be compensated using the following commission rates:

   - Full rack service & stale returns: 6.0%
   - Drop service & no returns: 3%
   - Vending: 3%

2) The Company retains right to serve Convenience stores, Dollar/Discounters and Drug customers SL SBG products using a Central Distribution Center (CDC) or Warehouse (WH) drop distribution method at any time regardless of previous distribution methods (for example, SL SBG products distributed on a DSD basis may be converted to CDC/WH drop with no future commission obligations). No commission will be paid for SL SBG products distributed in this manner. The Company will utilize Teamsters transport for delivery to CDCs or WHs where they currently originate from bakeries serviced by transport drivers; or customers may pick up at the Company's bakeries where such relationship exists. All applicable route guarantees set forth in the collective bargaining agreement would apply to business that transitions from DSD to CDC/WH drop.

3) Supermarkets and Mass Merchandisers (for example, Walmart and Target) will be served by DSD, not CDC/WH drop.

4) Club stores (for example. Costco, Sam's, BJ's) will continue to be served by RSRs where the relationship exists today at the commission rates set forth in Paragraph #1, above. The Company may serve Club stores by CDC or WH Drop within same parameters as Paragraph #2, above; provided that the parties meet and confer and a determination is made that the Company will lose the business absent a transition to CDC or WH Drop. Such a determination will not be unreasonably withheld.

5) The parties agree to extend the November 6, 2011 through November 8, 2014 collective bargaining agreement for two (2) full years from the stated date of expiration or November 12, 2016 subject to the following terms:
   - The Company will meet all pension obligations set forth in the collective bargaining agreement.
   - The Company will maintain the health care options currently in place (MOB). Examples include:
     - For multiemployer health and welfare plans, the Company will increase its contributions up to a maximum of 10% each year of the extension and anything above will be borne by employees.
     - Employees making flat dollar H & W contributions will continue to do so at the last rate of the existing contract
     - Employees making percentage H & W contributions will continue to pay on a percentage basis, subject to annual change based on newly established rates

6) The parties agree that the Company will continue to contribute to the Central States, Southeast and Southwest Areas Pension Fund for the duration of the Agreement, as provided in Article 17 of the Agreement.

Contributions applicable to the extended period are as follows:

Effective April 27, 2015 not more than $217.00 per week
Effective April 27, 2016 not more than $225.70 per week

7) All other terms and conditions of the collective bargaining agreement unchanged by the terms of this Letter of Agreement shall remain in full force and effect.

It is so agreed on March 14, 2013:

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

RECEIVED

MAY 14 2013

CONTRACT DEPARTMENT

AGREEMENT

BETWEEN

EARTHGRAINS BAKING COMPANIES, INC.
A Delaware corporation

AND

TEAMSTERS LOCAL UNION NO. 695

RECEIVED
MAR 19 2012
CONTRACT
DEPARTMENT

Effective Date: November 6, 2011
Expiration Date: November 8, 2014

JANESVILLE - WATERTOWN ROUTE SALES REPRESENTATIVES
11/6/2011 to 11/8/2014

AGREEMENT

THIS AGREEMENT made and entered into this 8th day of March, 2012 between EARTHGRAINS BAKING COMPANIES, INC., a Delaware corporation operating in Watertown and Janesville, Wisconsin, hereinafter referred to as the "Company", and DRIVERS, SALESMEN, WAREHOUSEMEN, MILK PROCESSORS, CANNERY, DAIRY EMPLOYEES AND HELPERS LOCAL UNION NO. 695, hereinafter referred to as the "Union."

WITNESSETH:

Whereas both parties are desirous of maintaining uniform wages, hours and working conditions; of preventing strikes and lockouts; and to facilitate peaceful adjustment of all grievances and disputes which may arise between parties, the following conditions are set forth.

ARTICLE 1. UNION SHOP

Section 1. The Company has the privilege of employing all new employees. All present employees who are not members of the Union after the effective date of this Agreement shall apply for and become members within thirty-one (31) days and Union membership shall thereafter be a condition of employment. All new employees shall file application for membership in the Union and shall become members of the Union within thirty-one (31) days, and shall, as a condition of employment, remain members in good standing in the Union for the life of this Agreement. The Union agrees to accept all such new employees into membership upon the same terms and conditions as govern the admission to such membership.

Section 2. When the Company needs additional help, he shall give Union equal opportunity with all other sources to provide suitable applicants, but the Company shall not be required to hire those referred by the Union.

ARTICLE 2. STRIKES AND LOCKOUTS (PICKET LINE)

Section 1. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line of unions party to this Agreement, and including primary picket lines at the Company's places of business. The Union shall notify the Company in writing forty-eight (48) hours prior to such action being taken.

Section 3. Ancillary Benefits.

(a) **Life and Accidental Death & Dismemberment (AD&D) Insurance.** The Company will provide eligible bargaining unit employees with basic life and AD&D coverage in the amount of Twenty Thousand Dollars ($20,000).

(b) **Short-Term Disability.** The Company will provide a short-term disability benefit to eligible, qualifying employees of Three Hundred Ten Dollars ($310.00) per week for a maximum of twenty-six (26) weeks per calendar year. Benefits under this program are payable on the seventh (7th) day of an illness and on the first (1st) day of an accident.

(c) **Additional Insurance.** The Company will provide eligible employees dependent life insurance coverage in the amount of Three Thousand Dollars ($3,000) for the employee's spouse and One Thousand Five Hundred Dollars ($1,500) per dependent child to age nineteen (19).

Section 4. The selection of a specific insurance carrier, provider, network or alliance will be at the Company's option and may be changed by the Company during the term of the Agreement. Notwithstanding the above, level of benefits agreed to by the parties will be maintained through the duration of the Agreement.

Section 5. No dispute over the benefits arising under or relating to this Article shall be submitted for consideration under the grievance and arbitration provision of this Agreement. Benefit claims must be submitted according to the claims procedure for the applicable benefit plan.

ARTICLE 17. PENSION

Section 1. The Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund per each employee covered by this Agreement who has been on the payroll thirty (30) days or more, as follows

Effective April 24, 2011 –	$168.70 Per Week Per Employee
Effective April 29, 2012 –	$182.20 Per Week Per Employee
Effective April 28, 2013 –	$193.10 Per Week Per Employee
Effective April 27, 2014 –	$204.70 Per Week Per Employee

By the execution of this Agreement, the Company authorizes the Companys Association who are parties thereto 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.

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

ARTICLE 18. MANAGEMENT RIGHTS

The Union recognizes that the management of the plant, the methods of operation, and the direction of the work force is vested in the Company except as specifically modified by this Agreement.

ARTICLE 19. ENERGY CLAUSE

The weekly guarantee shall be inapplicable in the event of a shutdown or reduced workweek due to energy shortage. Such energy shortage must be verified by the authority responsible for the curtailment.

ARTICLE 20. NON-DISCRIMINATION

The Company and the Union agree that no individual shall be illegally discriminated against in hiring, promotion, or continued employment because of race, religion, color, age, creed, national origin, disability, or sex or sexual orientation.

ARTICLE 21. STEWARDS

Section 1. The Company recognizes the right of the Union to designate job stewards and alternates from the Company's seniority list. 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.

(a) The investigation and presentation of grievances with his Company or the designated Company representative in accordance with the provisions of the Collective Bargaining Agreement;

(b) The collection of dues when authorized by appropriate Local Union action;

CONTRACT #1010-32

DETROIT SALES AGREEMENT

BY AND BETWEEN

EARTHGRAINS BAKING COMPANIES, INC., a Delaware corporation operating in Detroit, MI and OROGRAIN SALES COMPANY, INC. AND

BAKERY SALESMEN, DRIVERS, WAREHOUSEMEN

AND HELPERS, LOCAL UNION NO. 51

October 13, 2012

to and including

March 25, 2017

RECEIVED

APR 24 2013

CONTRACT DEPARTMENT

AGEEMENT
Detroit Sales

Agreement by and between the Detroit Division of Earthgrains Baking Companies, Inc., a Delaware corporation, operating in Detroit, MI, and Orograin Sales Company, Inc., hereinafter referred to as the "Company", and Bakery Salesmen, Drivers, Warehousemen and Helpers, Local Union No. 51, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", both of Detroit, Michigan.

WITNESSETH:

That the Company and the Union action by their duly authorized agents agree as follows:

ARTICLE 1 - RECOGNITION UNION SHOP AND DUES

Section 1. Recognition

(a) The Company recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Company of those classifications of employees covered by this Agreement and listed in the attached Appendix. The Company hereby assigns all work to be performed in, or fairly claimable by, bargaining unit classifications to employees covered by this Agreement. Route Foreman and Supervisors shall be permitted to run routes where members of the unit are unavailable as a result of sickness or as a result of circumstances beyond the Company's control.

(b) The terms of this Agreement shall apply to all employees in the classifications of work set forth herein and shall automatically cover relocations of bargaining unit operations.

Section 2. Union Security

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

Effective April 1, 2014 all eligible commission sales employees shall contribute twenty percent (20%) of the above weekly insurance cost. Such contribution shall be deducted from the eligible employee's pay on a pre-tax basis. Employees shall be responsible for this contribution in weeks that such employee is on leave of absence or off work for any reason other than layoff or termination of employment.

Effective April 1, 2014 all eligible hourly employees will contribute, on a weekly basis, the following amounts in order to maintain participation in the Union Health and Welfare plan:

April 1, 2014	$15.00
April 1, 2015	$20.00
April 1, 2016	$25.00

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

Retiree coverage for current Sara Lee retirees shall continue, with a contribution of one hundred fifty dollars ($150.00) per month, based on the list of eligible retirees and employees until age sixty-five (65) or Medicare eligible. Effective April 1, 2014, all current Sara Lee retirees shall contribute one hundred seventy-five dollars ($175.00) per month and future Sara Lee retirees shall contribute two hundred twenty-five dollars ($225.00) per month toward the cost of retiree insurance for eligible retirees until age sixty-five (65) or Medicare eligible. Coverage shall be the Company plan P324, and shall be administered by the Company's carrier.

Section 2. Pension Contributions

Effective October 12, 2012, the Company agrees to pay into the Central States Southeast and Southwest Areas Pension Fund, for each Sara Lee employee covered by this Agreement who is on the regular seniority list with thirty (30) days or more service, a contribution of one hundred ninety-three dollars and fifty cents ($193.50) per week.

Effective March 30, 2013, the Company agrees to pay into the Central States Southeast and Southwest Areas Pension Fund, for each Orograin employee covered by this Agreement who is on the regular seniority list with thirty (30) days or more service, a contribution of two hundred sixty-nine dollars and forty cents ($269.40) per week.

Effective October 12, 2013, the Company agrees to pay into the Central States Southeast and Southwest Areas Pension Fund, for each Sara Lee employee covered by this Agreement who is on the regular seniority list with thirty (30) days or more service, a contribution of two hundred one dollar and twenty cents ($201.20) per week.

Effective March 30, 2014, the Company agrees to pay into the Central States Southeast and Southwest Areas Pension Fund, for each employee covered by this Agreement who is on the regular seniority list with thirty (30) days or more service, a contribution of two hundred eighty dollars and twenty cents ($280.20) per week.

Effective March 30, 2015, the Company agrees to pay into the Central States Southeast and Southwest Areas Pension Fund, for each employee covered by this Agreement who is on the regular seniority list with thirty (30) days or more service, a contribution of two hundred ninety-one dollars and forty cents ($291.40) per week.

Effective March 30, 2016, the Company agrees to pay into the Central States Southeast and Southwest Areas Pension Fund, for each employee covered by this Agreement who is on the regular seniority list with thirty (30) days or more service, a contribution of three hundred three dollars and ten cents ($303.10) per week.

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

Section 3. Eligible Employees

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 Company 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.

The Company and the Union agree that in the event that an individual employed on a part-time basis in the bargaining unit works one thousand (1,000) hours or more in a twelve (12) month period, he/she will be considered a regular employee for the 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.

Section 4. Contributions For Absentees

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

Section 5. Leave of Absence

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

Section 6. Delinquencies

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 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) hour notice to the Company 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 Company shall be responsible to the employees for losses resulting there from.

Section 7. Administration of Pension Fund

It is agreed that the Pension Fund will be administered jointly by the Company and the Union in compliance with all applicable laws and regulations, both state and federal.

Section 8. Authorization for Trust Agreements

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

ARTICLE 19 -ARBITRATION

Section 1. Grievance Procedure

(a) It is agreed that, should any charge of violation of this Agreement, charge of discrimination, grievance or dispute arise between the parties hereto, such matter must be taken up within ten (10) days of the alleged occurrence or it shall be deemed waived. The parties shall make an earnest effort to settle such controversy amicably, but if they fail to do so it shall be submitted to arbitration as provided below.

(b) It is expressly agreed, however, that no employee covered by this Agreement shall have the right to compel the arbitration of his/her grievance without the written consent of the Union.

Contract # 1014-44.102

AGREEMENT

between

BIMBO BAKERIES USA INC.,
a Delaware corporation

and

TEAMSTERS LOCAL 332
affiliated with the International Brotherhood of Teamsters

representing

FLINT – SALES

Effective

APRIL 5, 2015

through and including

APRIL 7, 2018

RECEIVED
AUG 25 2015
CONTRACT
DEPARTMENT

BIMBO BAKERIES USA INC.,
a Delaware corporation

AGREEMENT

THIS AGREEMENT, made and entered into at Flint, Michigan, this 7th day of April, 2015, by and between BIMBO BAKERIES USA INC., a Delaware corporation, operating in Flint, Michigan, hereinafter called the "Company," and the TEAMSTERS LOCAL 332, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS hereinafter called the "Union."

WITNESSETH:

That the Company and the Union acting by their duly authorized agents agree as follows:

ARTICLE 1
RECOGNITION & UNION MEMBERSHIP

Section 1. The Company recognizes the Union as the sole bargaining agent of all the members of the Union who are in the employ of the Company on work as classified under Article 2 of the Agreement and performing work for the Company from the Flint, Michigan depot.

Section 2. (a) All present bargaining unit employees and all employees who are hired hereafter into the bargaining unit may pay either such periodic dues and initiation fees established by the Union and to maintain and/or 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 the thirty-first, (31st), calendar day following the beginning of their employment or the thirty-first, (31st), day following the effective date of this clause whichever is later.

(b) In the event of any change in the law during the term of this Agreement relating to union security the Company agrees that the Union will be entitled to receive the maximum union security that may be lawfully permissible. No provision of this Article shall apply to the extent that it may be prohibited by State or Federal Law.

(c) When the Company needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Company shall not be required to hire those referred by the Union.

Section 3. The Company agrees to report any new employees hired to the Union office within forty-eight (48) hours after starting to work.

Section 4. During the life of this Agreement and in accordance with the provisions of Section 302(c) of the Labor-Management Relations Act of 1947 and with the terms of a form of authorization for check-off of dues agreed to by the parties hereto, the Company agrees to deduct Union membership dues and/or initiation fees, levied in accordance with the constitution and bylaws of the Union, from the pay of each employee who signs the authorization.

ARTICLE 20
CALLBACKS

Section 1. Call backs to customers may be made within such limits as may reasonably be required by the necessities of the business, but no more than one (1) call back to any stop except on Saturdays, days preceding drop-out days, if any, and days preceding Holidays when no more than two (2) call backs may be made to certain stops with inadequate display facilities. Such stops to be mutually agreed upon by all parties affected.

ARTICLE 21
INDIVIDUAL AGREEMENT

Section 1. The Company agrees not to enter into any Agreement or Contract 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 or 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.

ARTICLE 22
HEALTH AND WELFARE AND PENSION

Section 1. The Company will provide eligible full-time bargaining unit employees with medical, dental, ancillary and retiree healthcare benefits as identified below. A full-time employee is any employee who works thirty (30) hours or more per week. Except as otherwise stated in this Article, employees are eligible for the identified benefits on the first day of the month following sixty (60) calendar days of employment.

Coverage for employees on Family Medical Leave, Short Term Disability, Long Term Disability or Workers Compensation Leave will continue through the period of the leave up to maximum of twenty-six (26) weeks and provided the employee continues to make any required contributions for benefits.

At termination of employment healthcare benefits (medical and dental insurance) will continue through the last day of the month in which either the employee last worked or the expiration of any of the above leaves of absence. All other benefits terminate on the day immediately following either an employee's last day of work or the expiration of any of the above leaves of absence.

A. Medical Plan
During the term of this Agreement, the Company will provide eligible bargaining unit employees with medical benefits. Eligible bargaining unit employees electing medical coverage will be provided benefits in accordance with the P342 medical plan.

Eligible bargaining unit employees hired after January 1, 2016 and electing medical coverage will be provided benefits in accordance with the B500 medical plan.

B. Dental Plan
During the term of this Agreement, the Company will provide eligible bargaining unit

employees with dental benefits. Eligible bargaining unit employees electing dental coverage will be provided benefits in accordance with the D210 dental plan.

C. Medical and Dental Plan Cost Share

Effective January 1, 2013, eligible employees electing medical and/or dental coverage shall share in the cost of said coverage in accordance with the following schedule:

employee only	fifteen dollars ($15) per week
employee + spouse or child(ren)	thirty dollars ($30) per week
employee + family	forty-five dollars ($45) per week

Effective January 1, 2016, eligible employees electing medical and/or dental coverage shall share in the cost of said coverage in accordance with the following schedule;

	Employee Only	Employee + Spouse/Child(ren)	Family
P342	$19/week	$38/week	$57/week
B500	$19/week	$38/week	$57/week
D210	$1/week	$2/week	$3/week

Effective January 1, 2017, eligible employees electing medical and/or dental coverage shall share in the cost of said coverage in accordance with the following schedule;

	Employee Only	Employee + Spouse/Child(ren)	Family
P342	$21/week	$42/week	$63/week
B500	$21/week	$42/week	$63/week
D210	$1/week	$2/week	$3/week

Effective January 1, 2018, eligible employees electing medical and/or dental coverage shall share in the cost of said coverage in accordance with the following schedule;

	Employee Only	Employee + Spouse/Child(ren)	Family
P342	$24/week	$48/week	$72/week
B500	$24/week	$48/week	$72/week
D210	$1/week	$2/week	$3/week

Said cost share will be deducted on a pre-tax basis through payroll deduction.

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 for medical and dental benefits during the period of absence.

D. The above benefits and claims procedures will be described in the respective Summary Plan Description (SPD) documents, copies of which will be made available to the Union. Except as otherwise provided in this Article, nothing contained in this Agreement shall supersede the actual terms of the plan as described in the SPD nor prevent the Company from making changes to the plan or SPD from time to time.

Notwithstanding the above, the medical and dental coverages agreed to by the parties will be maintained through the duration of the Agreement.

E. Ancillary Benefits

a. Life and Accidental Death & Dismemberment (AD&D) Insurance
The Company will provide eligible bargaining unit employees with basic life coverage in the amount of $30,000 (thirty thousand dollars) and basic AD&D coverage in the amount of $20,000 (twenty thousand dollars).

b. Short Term Disability
The Company will provide a short term disability benefit to eligible, qualifying employees of $275 (two hundred seventy-five dollars) per week for a maximum of twenty-six (26) weeks from the last day of work within any rolling twelve (12) month period. Benefits under this program are payable on the seventh (7th) day of an illness and on the first (1st) day of an accident. Effective January 1, 2016 the short term disability benefit will be increased to three hundred fifty dollars ($350).

c. Additional Insurance
The Company will provide eligible employees with dependent life, insurance coverage in the amount of $4,000 (four thousand dollars) for an eligible spouse and $2,000 (two thousand dollars) per eligible child.

The Company will provide eligible employees the opportunity to purchase Company sponsored optional life, optional AD&D and/or long term disability insurance coverage. Employees electing to purchase said additional coverages will be required to pay the full cost of the premium. Optional benefit offerings and costs are subject to change on an annual basis.

Section 2. Current and future retirees and their spouses may participate in retiree medical coverage subject to the following conditions. Coverage is available to employees hired before April 1, 2011 who retire at age fifty-five (55) or older with a minimum of fifteen (15) years of service. Coverage must be elected within thirty (30) days of retirement from the Company and will be provided in accordance with plan P324. Participating retirees will be required to share in the cost of said coverage at the rate of $150 per month. Coverage will cease on the last day of the month in which the retiree reaches age sixty-five (65) or becomes Medicare eligible. Coverage for the retiree's spouse will cease on the last day of the month in which the spouse reaches age sixty-five (65) or becomes Medicare eligible, or the retiree reaches age sixty-five (65) or becomes Medicare eligible, whichever occurs first.

Effective January 1, 2016 current and future retirees and their spouses may participate in retiree medical coverage subject to the following conditions. Coverage is available to employees hired before April 1, 2011 who retire at age fifty-five (55) or older with a minimum of fifteen (15) years of service. Coverage must be elected within thirty (30) days of retirement from the Company and will be provided in accordance with plan P342. Participating retirees will be required to share in the cost of said coverage at the rate of $125 per month for single coverage and $250 per month for employee and spouse ($150 per month for retiree or retiree + spouse if retired prior to June 30, 2015). Coverage will cease on the last day of the month in which the retiree reaches age sixty-five (65) or becomes Medicare eligible. Coverage for the retiree's spouse will cease on the last day of the month in which the spouse reaches age sixty-five (65) or becomes Medicare eligible, or the retiree reaches age sixty-five (65) or becomes Medicare eligible, whichever occurs first.

Section 3. For the express purpose of avoiding the "Cadillac tax" penalty under the Affordable Care Act, the Company or the Union shall have the option to reopen this Agreement for the limited purpose of negotiating and implementing an alternative to the current health and welfare plan. Such negotiations shall begin no later than six (6) months prior to the plan's next scheduled rate increase where such increase would trigger the penalty.

Section 4. The selection of a specific insurance carrier, provider, network or alliance will be at the Company's option and may be changed by the Company during the term of the Agreement.

Section 5. No dispute over the benefits arising under or relating to this Article shall be submitted for consideration under the grievance and arbitration provision of this Agreement. Benefits claims must be submitted according to the claims procedure for the applicable benefit plan.

Section 6. Additionally, the Company agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund, for each employee covered by this Agreement who is on the regular seniority list unless otherwise specified in Schedule "A" attached, a contribution of:

Effective March 31, 2015	$217.20 per week
Effective March 31, 2016	$225.90 per week
Effective March 31, 2017	$234.90 per week

All payments into the Central States, Southeast and Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month to the American National Bank, Account No. 7000, P.O. Box 1431, Chicago, Illinois 60609. 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 Company but not under provisions of this Contract, and although contributions may be made for those weeks into some other Health and Welfare Fund and/or Pension Fund.

Employees who work either temporarily or in cases of emergency under the terms of this Contract shall not be covered by the provisions of this Article.

If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions to the Health and Welfare and Pension Fund for a period of twelve (12) weeks. If an employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

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

In those instances where the Company is involved in an owner-operator's agreement, there shall be no deductions 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 7. Notwithstanding anything herein contained, it is agreed that in the event any Company is delinquent at the end of a monthly period in the payment of his contribution to the Health and Welfare and/or Pension Funds, in accordance with the rules and regulations of the Trustees of such Funds and after the proper official of the Local Union shall have given seventy-two (72) hours' notice to the Company of such delinquency in the Health and Welfare and Pension Fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made; it is further agreed that in the event such action is taken, the Company shall be responsible 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 Company and Union in compliance with all applicable laws and regulations, both State and Federal.

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

Section 8. Qualifying bargaining unit employees will be eligible to participate, in accordance with the plan provisions, of Section B-2 of Supplement B of the Bimbo Bakeries 401(k) Plan for former Sara Lee associates and as further detailed in the SPD. Under the terms of the Plan, employees will receive a 50% (fifty percent) match on the first 3% (three percent) of eligible pay that is contributed to the Plan.

Specific eligibility requirements and additional details regarding the Plan are described in the Summary Plan Description (SPD), a copy of which shall be made available to the Union. Except as otherwise provided in this Article, nothing contained in this Agreement shall supersede the actual terms of the Plan as described in the SPD nor prevent the Company from making changes to the Plan or SPD from time to time.

Letter of Agreement
Contract # 5166-13
Grand Rapids

Teamsters Local Union 406 ("the Union") and Earthgrains Baking Companies, Inc. ("the Company") hereby agree as follows:

1) Route sales representatives (RSRs) that are utilized to sell/deliver Sara Lee Sweet Baked Goods (SBG) directly to customers (DSD service) shall be compensated using the following commission rates:

   - Full rack service & stale returns: 6.0%
   - Drop service & no returns: 3%
   - Vending: 3%

2) The Company retains right to serve Convenience stores, Dollar/Discounters and Drug customers SL SBG products using a Central Distribution Center (CDC) or Warehouse (WH) drop distribution method at any time regardless of previous distribution methods (for example, SL SBG products distributed on a DSD basis may be converted to CDC/WH drop with no future commission obligations). No commission will be paid for SL SBG products distributed in this manner. The Company will utilize Teamsters transport for delivery to CDCs or WHs where they currently originate from bakeries serviced by transport drivers; or customers may pick up at the Company's bakeries where such relationship exists. All applicable route guarantees set forth in the collective bargaining agreement would apply to business that transitions from DSD to CDC/WH drop.

3) Supermarkets and Mass Merchandisers (for example, Walmart and Target) will be served by DSD, not CDC/WH drop.

4) Club stores (for example, Costco, Sam's, BJ's) will continue to be served by RSRs where the relationship exists today at the commission rates set forth in Paragraph #1, above. The Company may serve Club stores by CDC or WH Drop within same parameters as Paragraph #2, above; provided that that the parties meet and confer and a determination is made that the Company will lose the business absent a transition to CDC or WH Drop. Such a determination will not be unreasonably withheld.

5) The parties agree to extend the June 12, 2011through June 14, 2014 collective bargaining agreement for two (2) full years from the stated date of expiration or June 18, 2016, subject to the following terms:
   - The Company will meet all pension obligations set forth in the collective bargaining agreement.
   - The Company will maintain the health care options currently in place (MOB). Examples include:
     - For multiemployer health and welfare plans, the Company will increase its contributions up to a maximum of 10% each year of the extension and anything above will be borne by employees.
     - Employees making flat dollar H & W contributions will continue to do so at the last rate of the existing contract.
     - Employees making percentage H & W contributions will continue to pay on a percentage basis, subject to annual change based on newly established rates.
   - Increases for employees paid on an hourly basis under this collective bargaining agreement shall be $.40/hr on June 15, 2014 and $.40/hr on June 21, 2015.

6) The parties agree that the Company will continue to contribute to the Central States, Southeast and Southwest Areas Pension Fund for the duration of the Agreement, as provided in Article 16 of the Agreement.
Contributions applicable to the extended period are as follows:
Effective April 28, 2015 not more than $217.00 per week.
Effective April 28, 2016 not more than $225.70 per week

7) All other terms and conditions of the collective bargaining agreement unchanged by the terms of this Letter of Agreement shall remain in full force and effect.

It is so agreed on 4/16/13:

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

RECEIVED
MAY 14 2013
CONTRACT DEPARTMENT

Contract #5195-71

AGREEMENT

between

Earthgrains Baking Companies, Inc., a Delaware corporation
operating in Grand Rapids, Michigan

and

TEAMSTERS LOCAL 406

representing

PRODUCTION EMPLOYEES

EFFECTIVE:

JUNE 9, 2013

THROUGH

JUNE 10, 2017

RECEIVED

SEP 27 2013

CONTRACT
DEPARTMENT

INTRODUCTION

THIS AGREEMENT made and entered into this 9th day of June, 2013, by and between Earthgrains Baking Companies, Inc., a Delaware corporation operating in Grand Rapids, Michigan, party of the first part and hereinafter termed the "Company", and GENERAL TEAMSTERS UNION, LOCAL NO. 406 affiliated with the International Brotherhood of Teamsters located at Grand Rapids, Michigan, party of the second part, hereinafter called the "Union" representing the Production Employees.

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 Company; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Company and its employees; and of promoting and improving peaceful industrial and economic relations between the parties:

WITNESSETH:

ARTICLE 1
RECOGNITION, UNION SHOP AND DUES

Section 1. The Union shall be the sole representative of employees in the classifications listed in this Agreement in collective bargaining with the Company in the State of Michigan, excluding Detroit and Wayne County Areas. Collective bargaining shall apply only to rates of pay, or wages, hours of employment, and other working conditions.

Section 2. Under current Michigan law, membership in this Union shall not be a condition of employment and no person shall be denied employment on account of membership or non-membership in a Labor Union. If there is a change in the law, then and to the extent it is enforceable, the following provision shall govern the employees covered by this Agreement.

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 were hired hereafter shall 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, become and remain members in good standing of the Local Union as a condition of employment.

Probationary employees and summer employees (hired between March 15th and September 10th of any year) shall not be covered by any provision of this Agreement except and where permitted by law, said employee shall after thirty (30) calendar days pay the initiation fee and Union dues required as a condition of continued employment. In the event a summer employee remains employed beyond September 10th such days worked by the employee (to a maximum of ninety (90) days) shall be considered as days worked for the purpose of the probationary period.

Section 2. The Company reserves to itself exclusively and solely, all the rights pertaining to plans and decisions on all matters involving the products to handled, the location of the operations, the schedules, the methods, means, and processes of work, materials to be used, and the right to introduce new and improved methods and facilities, and to change existing methods and facilities. It is agreed that the taking of inventory, including the means, methods, and personnel to be used, is a management accounting function reserved solely and exclusively to management. If the Company uses bargaining unit people it will recognize seniority, provided that qualifications to do scheduled work are relatively equal.

Section 3. The Union recognizes that it is Management's right to institute changes in existing methods or production work and introduce new and improved machinery, as needed, to conduct its business. However, when new job classifications are created, then the Union and the **Company** shall mutually agree upon the wage rates (and the effective dates) to be paid on such new job classifications.

Section 4. To facilitate proper scheduling of work, each employee must either have a telephone in his home or furnish to the Company a telephone number where the employee may be contacted because of the necessity of emergency calls or call-ins. A message left with anyone at such number shall be considered a message with the employee.

Section 5. The Company agrees to maintain clean, sanitary wash rooms having hot and cold running water with adequate toilet and shower facilities for all employees. The Union agrees to cooperate in Plant Safety and Personal Hygiene practices required by any regulatory agency or council having jurisdiction thereof.

Section 6. There will be adequate ventilation provided in all areas necessary, i.e., washroom.

Section 7. Adequate warning systems will be provided by the Company, notifying employees of possible disaster.

Section 8. Newly hired employees will be required to reimburse the Company sixty dollars ($60.00) in three (3) installments for the cost of their employment physical.

ARTICLE 13
WORK STOPPAGE

The parties agree that during the term of this Contract, there will be no strikes, tie-ups of equipment, slow-downs, walk-outs, or any other interference with normal operations and that there will be no lockouts. Any employee or employees violating the provisions of this Article shall be subject to disciplinary action up to and including discharge.

ARTICLE 14
HEALTH AND WELFARE AND PENSION

Insurance:

A. The Company will provide eligible bargaining unit employees with medical, dental, vision,

ancillary and retiree healthcare benefits as identified below. Except as otherwise stated in this Article, full-time employees are eligible for the identified benefits on the first day of the month following their probationary period. Part-time employees will only be eligible for medical benefits after attaining three (3) months of seniority following their probationary period and provided they have worked an average of thirty (30) hours per week during their probationary period. Part-time employees must average thirty (30) hours per week in each month of work in order to maintain eligibility for benefits.

All benefits terminate on the last day of the month in which employment is terminated.

1. Medical Plan
   During the term of this Agreement, the Company will provide eligible bargaining unit employees with medical benefits. Eligible bargaining unit employees electing medical coverage will be provided benefits in accordance with the P342 medical plan.

   Effective January 1, 2014, eligible bargaining unit employees hired before January 1, 2014 and electing medical coverage will be provided benefits in accordance with the P342 or B500 medical plans. Eligible bargaining unit employees hired on or after January 1, 2014 will be provided benefits in accordance with the B500 medical plan.

2. Dental Plan
   During the term of this Agreement, the Company will provide eligible bargaining unit employees with dental benefits. Eligible bargaining unit employees electing dental coverage will be provided benefits in accordance with the D210 dental plan.

3. **Medical and Dental Plan Cost Share**
   Effective January 1, 2013, all eligible employees electing medical and/or dental coverage shall share in the cost of said coverage at the rate of twelve percent (12%) of the applicable cost.

   Effective January 1, 2014, all eligible employees electing medical and/or dental coverage shall share in the cost of said coverage at the rate of thirteen percent (13%) of the applicable cost.

   Effective January 1, 2016, all eligible employees electing medical and/or dental coverage shall share in the cost of said coverage at the rate of fourteen percent (14%) of the applicable cost.

   Effective January 1, 2017, all eligible employees electing medical and/or dental coverage shall share in the cost of said coverage at the rate of fifteen percent (15%) of the applicable cost.

   Said cost share will be deducted on a pre-tax basis through payroll deduction.

4. Vision Plan
During the term of this Agreement, the Company will provide eligible bargaining unit employees with vision benefits. Eligible bargaining unit employees electing vision coverage will be provided benefits in accordance with vision plan V102 or plan V103.

Eligible employees electing vision coverage under plan V102 will be responsible for the full cost of said coverage.

5. The above benefits and claims procedures will be described in the respective Summary Plan Description (SPD) documents, copies of which will be made available to the Union. Except as otherwise provided in this Article, nothing contained in this Agreement shall supersede the actual terms of the plan as described in the SPD nor prevent the Company from making changes to the plan or SPD from time to time.

6. **Ancillary Benefits**

a. Life and Accidental Death & Dismemberment (AD&D) Insurance
The Company will provide eligible bargaining unit employees with basic life and AD&D coverage in the amount of forty thousand dollars ($40,000.00). Eligible employees may purchase additional dependent life insurance with the full cost of such insurance paid by the employee.

b. Short Term Disability
The Company will provide a short term disability benefit to eligible, qualifying employees of two hundred fifty dollars ($250.00) per week for a maximum of twenty-six (26) weeks per twelve (12) month period. Benefits under this program are payable after seven (7) consecutive days payable to the first day of the non-work related illness or injury.

B. Retiree Insurance:

The Company will provide eligible retirees, a group medical plan with benefit levels comparable to P324. Cost to the retiree to be 60% of the established COBRA rate per month. Employees hired on or after June 8, 1997 will not be eligible for retiree insurance.

C. The selection of a specific insurance carrier, provider, network or alliance will be at the Company's option and may be changed by the Company during the term of the Agreement.

D. No dispute over the benefits arising under or relating to this Article shall be submitted for consideration under the grievance and arbitration provision of this Agreement. Benefits claims must be submitted according to the claims procedure for the applicable benefit plan.

PENSION The Company agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund for each regular full-time employee covered by the Agreement and on the regular seniority list the amounts listed below:

Effective 06/09/2013 - $200.80 per week per employee

Effective 06/09/2014 - $208.80 per week per employee
Effective 06/09/2015 - $217.20 per week per employee
Effective 06/09/2016 - $225.90 per week per employee
Effective 06/09/2017 - $234.90 per week per employee

All payments into the Central States, Southeast and Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month to Account #3331500-0101. Contributions to the Pension Fund must be made for each week on each regular full-time employee even though such employee may work only part-time under the provision of this Contract, including paid vacation and weeks where work is performed for the Company but not under the provisions of this Contract, and although contributions may be made for those weeks into some other Pension Fund. If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions to the Pension Fund, for a period of 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 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.

The Union and the Company understand and 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 Company's payroll for 30 calendar days.

With respect to probationary, part-time, summer or casual employees, the parties agree that in the event that an individual employed on a probationary, part-time, summer or casual basis works 1,000 hours or more in a 12-month period, he/she will be considered a regular full-time employee for the 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 full-time employees.

The term "regular full-time employee" as used in this Article shall include only those employees whose names are listed on the full-time seniority list as provided in Article 1, Section 4 (c).

Notwithstanding anything herein contained, it is agreed that in the event any Company is delinquent at the end of a monthly period on 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 Company of such delinquency in Pension Fund payments, the Union shall have the right to take such action as it deems necessary, until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Company shall be responsible to the employees for loses resulting therefrom.

Contract # 5159-86.139

AGREEMENT

Between

Earthgrains Baking Companies, Inc., a Delaware corporation operating in Grand Rapids, Michigan

and

GENERAL TEAMSTERS UNION LOCAL 406

Representing

TRANSPORT & GARAGE EMPLOYEES

January 2, 2011

Through

January 4, 2014

RECEIVED
AUG 0 8 2011
CONTRACT DEPARTMENT

AGREEMENT

This Agreement, made and entered into this **2nd** day of January, 20**11** by and between **Earthgrains Baking Companies Inc., a Delaware corporation operating in Grand Rapids, Michigan** hereinafter referred to as the "Company", party of the first part, and the GENERAL TEAMSTERS UNION, LOCAL 406, affiliated with the International Brotherhood of Teamsters, of Grand Rapids, Michigan, hereinafter referred to as the "Union", party of the second part, representing the Transport and Garage Employees.

TERMS OF AGREEMENT
3 Years - January **2**, 20**11** through January **4**, 20**14**

WITNESSETH:

ARTICLE 1.
RECOGNITION, UNION SHOP AND DUES

Section 1. The Union shall be the sole representative of employees in the classifications listed in this Agreement in collective bargaining with the Company in the State of Michigan, excluding Detroit and Wayne County areas.

Section 2. The Company 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. 406, 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 this clause, whichever is the later. Probationary employees and part time employees shall not be covered by any provision of this Agreement, except, however, said employee shall after thirty (30) calendar days, pay the initiation fee and union dues required as a condition of continual employment. Probationary employees shall be employed on a ninety (90) day trial basis, during which period he/she may be discharged without further recourse; providing, however, that the Company does not discharge or discipline for the purpose of evading this Agreement. After the ninety (90) day probation, the employee shall be placed on the seniority list and establish a seniority date.

When the Company needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Company shall not be required to hire those referred by the Union.

ARTICLE 17.
GENERAL

Attached hereto and marked are Appendix "A" and "B" which details wages, regular working conditions and other details of employment. It is mutually agreed that said Appendix and the contents hereof shall constitute a part of this Agreement. Appendix "A" involves only the Transport Drivers. Appendix "B" involves only the Garage Employees.

It is mutually understood that any **newly hired** employee, will be required to reimburse the Company sixty dollars ($60.00) in three installments for the cost of their employment physical.

ARTICLE 18.
HEALTH AND WELFARE AND PENSION

Section 1.

A. The Company will provide full-time eligible bargaining unit employees with medical, dental, ancillary and retiree healthcare benefits as identified below. Except as otherwise stated in this Article, full-time employees are eligible for the identified benefits on the first day of the month following their probationary period.

All benefits for eligible active employees terminate the last day of the month following an employee's last day of work.

1. Medical Plan
During the term of this Agreement, the Company will provide eligible bargaining unit employees with medical benefits. Through December 31, 2012, eligible bargaining unit employees electing medical coverage will be provided benefits in accordance with either the P381 medical plan or the P324 medical plan as follows:

- Employees hired on or prior to January 1, 2009, electing medical coverage will be provided benefits in accordance with either the P381 medical plan or the P324 medical plan (as selected during annual open enrollment).

- Employees hired after January 1, 2009 electing medical coverage will be provided benefits in accordance with the P381 medical plan.

Effective January 1, 2013, all eligible bargaining unit employees electing medical coverage will be provided benefits in accordance with the P342 medical plan.

2. **Dental Plan**
   During the term of this Agreement, the Company will provide eligible bargaining unit employees with dental benefits. Eligible bargaining unit employees electing dental coverage will be provided benefits in accordance with the D210 dental plan.

3. **Medical and Dental Plan Cost Share**
   For calendar years 2011 and 2012, eligible employees electing medical and/or dental coverage shall share in the cost of said coverage in accordance with the following schedule:

P381 and D210:

Option 1:

Employee only	$24.35 per week
Employee + spouse	$50.72 per week
Employee + child(ren)	$41.44 per week
Employee + family	$62.29 per week

Option 2:

Employee only	$16.85 per week
Employee + spouse	$35.24 per week
Employee + child(ren)	$28.90 per week
Employee + family	$43.81 per week

Option 3:

Employee only	$10.99 per week
Employee + spouse	$23.31 per week
Employee + child(ren)	$20.16 per week
Employee + family	$29.85 per week

P324 and D210:

Employee only	$21.18 per week
Employee + spouse	$43.42 per week
Employee + child(ren)	$36.00 per week
Employee + family	$58.23 per week

Effective January 1, 2013, all eligible employees electing medical and/or dental coverage shall share in the cost of said coverage at the rate of sixteen percent (16%) of the applicable cost.

Said cost share will be deducted on a pre-tax basis through payroll deduction.

4. The above benefits and claims procedures will be described in the respective Summary Plan Description (SPD) documents, copies of which will be made available to the Union. Except as otherwise provided in this Article, nothing contained in this Agreement shall supersede the actual terms of the plan as described in the SPD nor prevent the Company from making changes to the plan or SPD from time to time.

5. Ancillary Benefits

   a. Life and Accidental Death & Dismemberment (AD&D) Insurance
   The Company will provide eligible bargaining unit employees with basic life and AD&D coverage in the amount of twenty thousand dollars ($20,000.00).

   b. Short Term Disability
   The Company will provide a short term disability benefit to eligible, qualifying employees of one hundred ninety dollars ($190.00) per week for a maximum of twenty-six (26) weeks per twelve (12) month period, excluding accrued sick days. Benefits under this program are payable after ten (10) consecutive days payable to the first day of the non-work related illness or injury, excluding accrued sick days. The Company will make long-term disability insurance program available to employees at the Company's cost.

B. Retiree Insurance:
Eligible employees covered under this Agreement will be eligible for retiree medical coverage for himself /herself and spouse. Eligible employee must be at least age fifty-five (55) with fifteen (15) years of service at retirement to be eligible for the plan. The plan will provide coverage through age sixty-five (65) or Medicare eligible. The monthly retiree contribution will be one hundred dollars ($100.00) per month. Effective January 1, 2012, the eligible retiree will be responsible for fifty percent (50%) of the cost of the plan per month.

C. The selection of a specific insurance carrier, provider, network or alliance will be at the Company's option and may be changed by the Company during the term of the Agreement.

D. No dispute over the benefits arising under or relating to this Article shall be submitted for consideration under the grievance and arbitration provision of

this Agreement. Benefits claims must be submitted according to the claims procedure for the applicable benefit plan.

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 health care coverage for a period of four (4) weeks. If an employee is injured on the job, the Company shall continue health care coverage until such employee returns to work; however, such coverage shall not continue 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 moneys to pay the required contributions for health and welfare coverage during the period of absence.

Section 3. The Company may institute administrative cost saving measures including, for example, requiring second opinions prior to surgery, requiring surgical procedures to be performed on an out-patient basis where appropriate, requiring pre-surgical testing to be performed prior to admission to the hospital, prohibiting unnecessarily early admission to the hospital prior to surgery (e.g. weekend admission) and requiring use of generic drugs where they are available.

Section 4. Effective January **2**, 20**11**, the Company agrees to 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 full-time eligible employee covered by this Agreement, after completion of ninety (90) calendar days of service.

Effective January **1**, 20**12**, the Company agrees to 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 full-time eligible employee covered by this Agreement, after completion of ninety (90) calendar days of service.

Effective January **6**, 20**13**, the Company agrees to 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 full-time eligible employee covered by this Agreement, after completion of ninety (90) calendar days of service.

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 P.O. Box 71147, Chicago, Illinois 60694 - Account #3331500-0101. Contributions to the Insurance Carrier and to the Pension Fund must be made for each week on each regular full time employee even though such employee may work only part time under the provisions of this Contract, including paid vacations and weeks where work is performed for the Company but not under the provisions of this Contract, and although contributions may be made for those weeks into some other Insurance or Pension Fund. If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions to the Insurance Carriers and

Pension Fund, for a period of four (4) weeks. If an employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than 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 Insurance and Pension Fund during the period of absence.

Notwithstanding anything herein contained, it is agreed that in the event any Company is delinquent at the end of a monthly period in the payment of his contribution to the Insurance Carrier and/or Pension Fund in accordance with the rules and regulations of the Trustees of such funds and after the proper official of the Local Union shall have given seventy-two (72) hours notice to the Company 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 Company shall be responsible to the employee for losses resulting therefrom.

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

By the execution of this Agreement, the Company authorized the Employers Association who are signatories to similar Collective Bargaining Agreements signed with Teamsters Union to enter into appropriate trust agreements necessary for the administration of the Pension Fund, and to designate the **Company** 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 19.
SUBSTANCE POLICY

Section 1. The Company and Union agree to abide by the Earthgrains Substance Policy and EAP program.

ARTICLE 20.
TERMINATION

Section 1. This Agreement shall be in full force and effect from January **2**, 20**10**, except as otherwise specified herein, to and including January **4**, 20**14**, 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.

Contract # 5166-13-139

AGREEMENT

between

Earthgrains Baking Companies Inc.,
a Delaware corporation operating in
Grand Rapids, Michigan

and

GENERAL TEAMSTERS UNION, LOCAL 406

Representing

Route Sales Employees

RECEIVED
NOV 14 2011
CONTRACT DEPARTMENT

June 12, 2011

through and including

June 14, 2014

AGREEMENT

This Agreement, made and entered into this **12th** day of June, **2011** by and between **EARTHGRAINS BAKING COMPANIES INC., a Delaware corporation operating in Grand Rapids, Michigan** hereinafter referred to as the "Company", party of the first part, and the GENERAL TEAMSTERS UNION, LOCAL 406, affiliated with the International Brotherhood of Teamsters of Grand Rapids, Michigan, hereinafter referred to as the "Union", party of the second part, representing the Route Sales Representatives,

WITNESSETH:

ARTICLE 1
RECOGNITION, UNION SHOP AND DUES

Section 1. The Union shall be the sole representative of employees in the classifications listed in this Agreement in collective bargaining with the Company in the State of Michigan, excluding Detroit and Wayne County areas.

Section 2. The Company 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. 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. Probationary employees and part time employees shall not be covered by any provision of this Agreement, except, however, said employee shall after thirty (30) calendar days, pay the initiation fee and union dues required as a condition of continual employment. Probationary employees shall be employed on a three (3) month trial basis (with the option to extend one (1) month), during which period he/she may be discharged without further recourse; providing, however, that the Company does not discharge or discipline for the purpose of evading this Agreement. After the probationary period, the employee shall be placed on the seniority list and establish a seniority date.

When the Company needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Company shall not be required to hire those referred by the Union.

Section 3. The Company agrees to deduct from the employee's pay all dues, initiation fees and/or assessments of Local Union No. 406, and pay to Local Union No. 406 for each and every employee who is a member of the Union; provided, however, that the Union presents to the Company written and signed deduction slips for such dues, initiation fees and/or assessments.

ARTICLE 15
GENERAL

Attached hereto and marked are Schedules "A" through "C" which details wages, regular working conditions and other details of employment. It is mutually agreed that said Schedules and the contents hereof shall constitute a part of this Agreement.

It is mutually understood that any employee hired, will be required to reimburse the Company sixty dollars ($60.00) in three (3) installments for the cost of their employment physical.

ARTICLE 16
HEALTH AND WELFARE AND PENSION

Section 1.

A. The Company will provide full-time eligible bargaining unit employees with medical, dental, ancillary and retiree healthcare benefits as identified below. Except as otherwise stated in this Article, full-time employees are eligible for the identified benefits on the first day of the month following their three (3) month probationary period.

All benefits for eligible active employees terminate the last day of the month following an employee's last day of work.

1. Medical Plan

During the term of this Agreement, the Company will provide eligible bargaining unit employees with medical benefits. Through December 31, 2013, eligible bargaining unit employees electing medical coverage will be provided benefits in accordance with the P324 medical plan.

Effective January 1, 2014, all eligible bargaining unit employees electing medical coverage will be provided benefits in accordance with the P342 medical plan.

2. Dental Plan

During the term of this Agreement, the Company will provide eligible bargaining unit employees with dental benefits. Eligible bargaining unit employees electing dental coverage will be provided benefits in accordance with the D210 dental plan.

3. Medical and Dental Plan Cost Share

Effective January 1, 2011, all eligible employees electing medical and/or dental coverage shall share in the cost of said coverage at the rate of fifteen percent (15%) of the applicable cost.

Effective January 1, 2014, all eligible employees electing medical and/or dental coverage shall share in the cost of said coverage at the rate of seventeen percent (17%) of the applicable cost.

Said cost share will be deducted on a pre-tax basis through payroll deduction.

4. The above benefits and claims procedures will be described in the respective Summary Plan Description (SPD) documents, copies of which will be made available to the Union. Except as otherwise provided in this Article, nothing contained in this Agreement shall supersede the actual terms of the plan as described in the SPD nor prevent the Company from making changes to the plan or SPD from time to time.

5. Ancillary Benefits

a. Life and Accidental Death & Dismemberment (AD&D) Insurance

The Company will provide eligible bargaining unit employees with basic life and AD&D coverage in the amount of twenty thousand dollars ($20,000.00) life and twenty thousand dollars ($20,000.00) AD&D.

b. Short Term Disability

The Company will provide a short term disability benefit to eligible, qualifying employees of two hundred twenty-five dollars ($225.00) per week for twenty-six (26) weeks. Benefits under this program are payable after seven (7) day waiting period for illness, one (1) day waiting period on accident..

B. Retiree Insurance:

Effective January 1, 2013, employees covered under this Agreement, who were hired prior to June 8, 1997, will be eligible for retiree healthcare coverage for himself/herself and spouse. An eligible employee must be at least age fifty-five (55) with fifteen (15) years of service at retirement to be eligible for the plan. The plan will provide coverage through age sixty-five (65) or Medicare eligible. The monthly retiree contribution will be fifty percent (50%) of the total cost for retiree or retiree and spouse under the plan

C. The selection of a specific insurance carrier, provider, network or alliance will be at the Company's option and may be changed by the Company during the term of the Agreement.

D. No dispute over the benefits arising under or relating to this Article shall be submitted for consideration under the grievance and arbitration provision of this Agreement. Benefits claims must be submitted according to the claims procedure for the applicable benefit plan.

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 health care coverage for a period of four (4) weeks. If an employee is injured on the job, the Company shall continue health care coverage until such employee returns to work; however, such coverage shall not continue 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 moneys to pay the required contributions for health and welfare coverage during the period of absence.

Section 3. The Company may institute administrative cost saving measures including, for example, requiring second opinions prior to surgery, requiring surgical procedures to be performed on an out-patient basis where appropriate, requiring pre-surgical testing to be performed prior to admission to the hospital, prohibiting unnecessarily early admission to the hospital prior to surgery (e.g. weekend admission) and requiring use of generic drugs where they are available.

Section 4. The Company agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund for each full-time employee covered by this Agreement, after completion of sixty (60) calendar days of service, a contribution of **one hundred sixty-eight dollars and seventy cents ($168.70)** per week effective **April 27, 2011. Effective April 27, 2012 the Company shall contribute one hundred eighty-two dollars and twenty cents ($182.20) per week. Effective April 27, 2013 the Company shall contribute one hundred ninety-three dollars and ten cents ($193.10) per week. Effective April 27, 2014 the Company shall contribute two hundred four dollars and seventy cents ($204.70) per week.**

Section 5. 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 P.O. Box 71147, Chicago, Illinois 60694 - Account #3331500-0101. Contributions to the Insurance Carrier and to the Pension Fund must be made for each week on each regular full time employee even though such employee may work only part time under the provisions of this Contract, including paid vacations and weeks where work is performed for the Company but not under the provisions of this Contract, and although contributions may be made for those weeks into some other Insurance or Pension Fund. If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions to the Insurance Carriers and Pension Fund, for a period of four (4) weeks. If an employee is injured on the job, the

Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than 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 Insurance and Pension Fund during the period of absence.

Notwithstanding anything herein contained, it is agreed that in the event any Company is delinquent at the end of a monthly period in the payment of his contribution to the Insurance Carrier and/or Pension Fund in accordance with the rules and regulations of the Trustees of such funds and after the proper official of the Local Union shall have given seventy-two (72) hours notice to the Company 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 Company shall be responsible to the employee for losses resulting therefrom.

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

By the execution of this Agreement, the Company authorized the Employers Association who are signatories to similar Collective Bargaining Agreements signed with Teamsters Union to enter into appropriate trust agreements necessary for the administration of the Pension Fund, and to designate the Company 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 6. The Company will provide a 401-K Plan effective January 1, 1998. Administrative fees to be paid by the Company.

The Company will contribute to the Plan as follows:

1st through 3rd contract year....1/2% of earnings
4th contract year ..... 1% of earnings

Eligible route sales representatives may contribute up to the limits allowed by law. Eligibility is the first of the month following the completion of the new-hire probationary period.

The 401(k) plan will be the Earthgrains Bargaining Unit 401(k) Plan.

ARTICLE 17
TERMINATION

Section 1. This Agreement shall be in full force and effect from June 12, 2011, except as otherwise specified herein, to and including June 14, 2014, and shall continue in full force and

1132-08.217

AGREEMENT

By and Between

EARTHGRAINS BAKING COMPANIES INC., a
Delaware corporation operating in
Duluth, Michigan

and

GENERAL DRIVERS, DAIRY EMPLOYEES,
WAREHOUSEMEN, HELPERS AND INSIDE EMPLOYEES,
LOCAL UNION NO. 346

December 5, 2011 through December 3, 2016

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CONTRACT
DEPARTMENT

37.8.512

EARTHGRAINS BAKING COMPANIES Inc., a Delaware corporation operating in Duluth, Minnesota , hereinafter referred to as the "**Company**", and GENERAL DRIVERS, DAIRY EMPLOYEES, WAREHOUSEMEN, HELPERS & INSIDE EMPLOYEES LOCAL UNION NO. 346, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", agree to be bound by the following provisions covering wages and working conditions during the term of this Contract. The Agreement and any Supplement 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 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.

ARTICLE 1 - RECOGNITION

The Union shall be the sole representative of the unit composed of all regular full-time route sales representative(s), extra route sales representative(s), garage mechanic(s), and route sales specialist employed by the **Company** at all depots in Duluth, Virginia, Hibbing, Grand Rapids, International Falls, and Hinckley, Minnesota, and Ashland, and Superior, Wisconsin. If the **Company** utilizes non-bargaining unit casual drivers, it shall do so on a full-time basis only during the summer months. If a casual driver delivers product on a regular route, the regular route sales representative(s) running the route that day (or, if on a down day, the regular route sales representative(s) running the route that week) shall be credited with the commission. During the term of this Agreement, the **Company** will not use an independent jobber to run any route covered by this Agreement as of its effective date.

All Earthgrains Company route sales representative(s) routes within the Union's jurisdiction shall be covered by this Agreement.

ARTICLE 2 - INDIVIDUAL AGREEMENT

The **Company** agrees not to enter into any contract or agreement with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 3 - WORKWEEK AND HOURS

It is hereby agreed and understood that all route sales representative(s) coming under this Agreement shall adhere to the following conditions:

A. The **Company** agrees that a five (5) day work week shall be maintained for all employees covered by this Contract. Failure to comply with this provision shall constitute a violation of this Agreement, and upon proof thereof, the **Company** so

Company contribution exceed the above amounts, the employee shall pay any excess. The **Company** may at any time terminate its participation in the Teamsters Local 346 Health Fund Plan G (dental program) and substitute a Company or other dental program, so long as the benefits of the new plan are substantially equivalent to those then in effect.

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

If an employee is absent because of an occupational injury, the **Company** shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the **Company** shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

Contributions to the 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 22 - PENSIONS

The **Company** shall contribute to the pension fund for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more the sum of **one hundred eighty-four dollars and thirty cents ($184.30)** per week effective **December 5, 2011**.

The **Company** shall contribute to the pension fund for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more the sum of **one hundred ninety-three dollars and fifty cents ($193.50)** per week effective **December 2, 2012**.

The **Company** shall contribute to the pension fund for each employee covered by this Agreement who has been on the payroll for thirty (30) days of more the sum of **two hundred one dollars and twenty cents ($201.20)** per week effective **December 1, 2013**.

The **Company** shall contribute to the pension fund each employee covered by this Agreement who has been on the payroll for thirty (30) days or more the sum of **two hundred nine dollars and twenty cents ($209.20)** per week effective **December 7,**

2014.

The **Company** shall contribute to the pension fund each employee covered by this Agreement who has been on the payroll for thirty (30) days or more the sum of **two hundred seventeen dollars and sixty cents ($217.60)** per week effective **December 6, 2015.**

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 this Southeast and Southwest Areas Contract to which **Companies** who are party to this Contract are also parties.

By the execution of this Agreement, the **Company** authorizes the **Company** 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.

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

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this Contract, including weeks where work is performed for the **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 temporarily or in cases of emergency under the terms of this Contract shall not be covered by the provisions of this paragraph.

ARTICLE 23 - GRANTING TIME OFF

The **Company** agrees to grant 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 official Union business, provided forty-eight (48) hours written notice is given to the **Company** by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the **Company**'s operations due to lack of available employees.

Letter of Agreement
Rhinelander Sales
(Contract Number 1122.00)

Teamsters Local Union 662 ("the Union") and Earthgrains Baking Companies, Inc. ("the Company") hereby agree as follows:

1) Route sales representatives (RSRs) that are utilized to sell/deliver Sara Lee Sweet Baked Goods (SBG) directly to customers (DSD service) shall be compensated using the following commission rates:

   - Full rack service & stale returns: 6.0%
   - Drop service & no returns: 3%
   - Vending: 3%

2) The Company retains right to serve Convenience stores, Dollar/Discounters and Drug customers SL SBG products using a Central Distribution Center (CDC) or Warehouse (WH) drop distribution method at any time regardless of previous distribution methods (for example, SL SBG products distributed on a DSD basis may be converted to CDC/WH drop with no future commission obligations). No commission will be paid for SL SBG products distributed in this manner. The Company will utilize Teamsters transport for delivery to CDCs or WHs where they currently originate from bakeries serviced by transport drivers; or customers may pick up at the Company's bakeries where such relationship exists. All applicable route guarantees set forth in the collective bargaining agreement would apply to business that transitions from DSD to CDC/WH drop.

3) Supermarkets and Mass Merchandisers (for example, Walmart and Target) will be served by DSD, not CDC/WH drop.

4) Club stores (for example, Costco, Sam's, BJ's) will continue to be served by RSRs where the relationship exists today at the commission rates set forth in Paragraph #1, above. The Company may serve Club stores by CDC or WH Drop within same parameters as Paragraph #2, above; provided that that the parties meet and confer and a determination is made that the Company will lose the business absent a transition to CDC or WH Drop. Such a determination will not be unreasonably withheld.

5) The parties agree to extend the August 8, 2010 through August 10, 2013 collective bargaining agreement for two (2) full years from the stated date of expiration or August 15, 2015, subject to the following terms:
   - The Company will meet all pension obligations set forth in the collective bargaining agreement.
   - The Company will maintain the health care options currently in place (MOB). Examples include:
     - For multiemployer health and welfare plans, the Company will increase its contributions up to a maximum of 10% each year of the extension and anything above will be borne by employees.
     - Employees making flat dollar H & W contributions will continue to do so at the last rate of the existing contract.
     - Employees making percentage H & W contributions will continue to pay on a percentage basis, subject to annual change based on newly established rates.

- Increases for employees paid on an hourly basis under this collective bargaining agreement shall be $.40/hr on August 11, 2013 and $.40/hr on August 17, 2014.

6) The parties agree that the Company will continue to contribute to the Central States Southeast and Southwest Areas Pension Fund for the duration of the Agreement, as provided in Article 28 of the Agreement.
   Contributions applicable to the extended period are as follows:
   Effective August 11, 2013 not more than $137.60 per week
   Effective August 11, 2014 not more than $143.10 per week

7) All other terms and conditions of the collective bargaining agreement unchanged by the terms of this Letter of Agreement shall remain in full force and effect.

It is so agreed on March 18, 2013 :

Redacted by U.S. Department of the Treasury

For the Company

Redacted by U.S. Department of the Treasury

For the Union

RECEIVED

FEB 05 2014

CONTRACT DEPARTMENT

Contract #0144-02

AGREEMENT

Between

EARTHGRAINS BAKING COMPANIES, INC.,
A DELAWARE CORPORATION

and

GENERAL TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS LOCAL UNION NO. 347, affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

(SALES)

EFFECTIVE:

MAY 20, 2012

Through and Including

May 16, 2015

RECEIVED

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CONTRACT
DEPARTMENT

AGREEMENT

This Agreement, made this 20th day of May, 2012, by and between the Earthgrains Baking Companies, Inc., a Delaware Corporation, hereinafter called the "Company", party of the First Part and General Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 347, of West Frankfort, Illinois, affiliated with the International Brotherhood of Teamsters, party of the Second Part, hereinafter referred to as the "Union".

ARTICLE 1.

Recognition

The Union shall be the sole representative of those classifications of employees (route sales representative) covered by this Agreement in collective bargaining with the Company. The Company agrees that any and all employees within the classifications of work as herein provided shall be members of the Union in good standing as a condition of continued employment. If a non-member is hired, he shall work under the provisions of this Agreement; he shall make application for membership in the union, and become a member no later than the thirty-first (31st) day of his employment and shall thereafter maintain membership in good standing in the Union as a condition of continued employment.

ARTICLE 2.

Rights of Management

The right to hire, promote or demote employees; the right to discharge for cause and the right to make changes in the Company's operation to promote efficiency are retained in the Company. It is understood that such rights shall not be arbitrarily exercised and each employee is entitled to recourse under the terms of this Agreement, as hereinafter provided.

ARTICLE 3.

Holidays

New Year's Day, Memorial Day, Fourth of July, Veteran's Day, Labor Day, Thanksgiving Day and Christmas day shall be considered as paid Holidays. Veteran's Day will be a working holiday. Probationary employees shall not be entitled to paid holidays. A regular full-time permanent employee's birthday shall be considered as a holiday under the provision of this Article, providing that he has been in the employ of the Company for twelve (12) or more consecutive months. When an employee's birthday occurs, he will be credited with a floating holiday to be taken within twelve (12) months of its occurrence. This floating holiday shall be taken at a time that does not conflict with other employees' scheduled time off and requested at least one week (7 calendar days) in advance and approved by the Company.

months. If an employee is granted a leave of absence, the Company shall collect from said employee sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

ARTICLE 10.

Pension

The Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of ninety-six dollars and eighty cents ($96.80) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. This rate will increase effective June 1, 2012 to one hundred dollars and sixty cents ($101.60) per week and effective June 1, 2013 this rate will increase to one hundred five dollars and seventy cents ($105.70) per week and effective June 1, 2014 the rate will increase to one hundred nine dollars and ninety cents ($109.90) per week. This fund shall be the Central States Southeast and Southwest Areas Pension Fund. There shall be no other Pension Fund under this Contract or for operations under the Southeast and Southwest Areas Contract to which Companies who are party to this Contract are also parties.

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

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

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this Contract, including weeks where work is performed for the 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.

Letter of Agreement
Contract # 0128-07
Indianapolis

Teamsters Local Union 135 ("the Union") and Earthgrains Baking Companies, Inc. ("the Company") hereby agree as follows:

1) Route sales representatives (RSRs) that are utilized to sell/deliver Sara Lee Sweet Baked Goods (SBG) directly to customers (DSD service) shall be compensated using the following commission rates:

   - Full rack service & stale returns: 6.0%
   - Drop service & no returns: 3%
   - Vending: 3%

2) The Company retains right to serve Convenience stores, Dollar/Discounters and Drug customers SL SBG products using a Central Distribution Center (CDC) or Warehouse (WH) drop distribution method at any time regardless of previous distribution methods (for example, SL SBG products distributed on a DSD basis may be converted to CDC/WH drop with no future commission obligations). No commission will be paid for SL SBG products distributed in this manner. The Company will utilize Teamsters transport for delivery to CDCs or WHs where they currently originate from bakeries serviced by transport drivers; or customers may pick up at the Company's bakeries where such relationship exists. All applicable route guarantees set forth in the collective bargaining agreement would apply to business that transitions from DSD to CDC/WH drop.

3) Supermarkets and Mass Merchandisers (for example, Walmart and Target) will be served by DSD, not CDC/WH drop.

4) Club stores (for example, Costco, Sam's, BJ's) will continue to be served by RSRs where the relationship exists today at the commission rates set forth in Paragraph #1, above. The Company may serve Club stores by CDC or WH Drop within same parameters as Paragraph #2, above; provided that the parties meet and confer and a determination is made that the Company will lose the business absent a transition to CDC or WH Drop. Such a determination will not be unreasonably withheld.

5) The parties agree to extend the May 16, 2010 through May 18, 2013 collective bargaining agreement for two (2) full years from the stated date of expiration or May 16, 2015, subject to the following terms:
   - The Company will meet all pension obligations set forth in the collective bargaining agreement.
   - The Company will maintain the health care options currently in place (MOB). Examples include:
     - For multiemployer health and welfare plans, the Company will increase its contributions up to a maximum of 10% each year of the extension and anything above will be borne by employees.
     - Employees making flat dollar H & W contributions will continue to do so at the last rate of the existing contract
     - Employees making percentage H & W contributions will continue to pay on a percentage basis, subject to annual change based on newly established rates
   - Increases for employees paid on an hourly basis under this collective bargaining agreement shall be $.40/hr on May 19, 2013 and $.40/hr on May 18, 2014.

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6) The parties agree that the Company will continue to contribute to the Central States Southeast and Southwest Areas Pension Fund for the duration of the Agreement, as provided in Article 30 of the Agreement.
Contributions applicable to the extended period are as follows:
Effective May 19, 2013 not more than $200.80 per week.
Effective May 19, 2014 not more than $208.80 per week.

7) All other terms and conditions of the collective bargaining agreement unchanged by the terms of this Letter of Agreement shall remain in full force and effect.

It is so agreed on 3/18/13:

Redacted by U.S. Department of the Treasury

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CONTRACT DEPARTMENT

Letter of Agreement
Owensboro Sales / Transport / Garage
(Contract Number 0186-03)

Teamsters Local Union 215 ("the Union") and Earthgrains Baking Companies, Inc. ("the Company") hereby agree as follows:

1) Route sales representatives (RSRs) that are utilized to sell/deliver Sara Lee Sweet Baked Goods (SBG) directly to customers (DSD service) shall be compensated using the following commission rates:

   - Full rack service & stale returns: 6.0%
   - Drop service & no returns: 3%
   - Vending: 3%

2) The Company retains right to serve Convenience stores, Dollar/Discounters and Drug customers SL SBG products using a Central Distribution Center (CDC) or Warehouse (WH) drop distribution method at any time regardless of previous distribution methods (for example, SL SBG products distributed on a DSD basis may be converted to CDC/WH drop with no future commission obligations). No commission will be paid for SL SBG products distributed in this manner. The Company will utilize Teamsters transport for delivery to CDCs or WHs where they currently originate from bakeries serviced by transport drivers; or customers may pick up at the Company's bakeries where such relationship exists. All applicable route guarantees set forth in the collective bargaining agreement would apply to business that transitions from DSD to CDC/WH drop.

3) Supermarkets and Mass Merchandisers (for example, Walmart and Target) will be served by DSD, not CDC/WH drop.

4) Club stores (for example, Costco, Sam's, BJ's) will continue to be served by RSRs where the relationship exists today at the commission rates set forth in Paragraph #1, above. The Company may serve Club stores by CDC or WH Drop within same parameters as Paragraph #2, above; provided that that the parties meet and confer and a determination is made that the Company will lose the business absent a transition to CDC or WH Drop. Such a determination will not be unreasonably withheld.

5) The parties agree to extend the May 10, 2010 through May 11, 2013 collective bargaining agreement for two (2) full years from the stated date of expiration or May 09, 2015, subject to the following terms:
   - The Company will meet all pension obligations set forth in the collective bargaining agreement.
   - The Company will maintain the health care options currently in place (MOB). Examples include:
     - For multiemployer health and welfare plans, the Company will increase its contributions up to a maximum of 10% each year of the extension and anything above will be borne by employees.
     - Employees making flat dollar H & W contributions will continue to do so at the last rate of the existing contract
     - Employees making percentage H & W contributions will continue to pay on a percentage basis, subject to annual change based on newly established rates
   - Increases for employees paid on an hourly basis under this collective bargaining agreement shall be $.40/hr on May 12, 2013 and $.40/hr on May 18, 2014.

6) The parties agree that the Company will continue to contribute to the Central States Southeast and Southwest Areas Pension Fund for the duration of the Agreement, as provided in Article 38 of the Agreement.
Contributions applicable to the extended period are as follows:
Effective May 12, 2013 not more than $200.80 per week
Effective May 12, 2014 not more than $208.80 per week

7) All other terms and conditions of the collective bargaining agreement unchanged by the terms of this Letter of Agreement shall remain in full force and effect.

It is so agreed on March 28, 2013:

Redacted by U.S. Department of the Treasury

For the Company

Redacted by U.S. Department of the Treasury

For the Union

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CONTRACT DEPARTMENT

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JAN 22 2014

CONTRACT DEPARTMENT

Letter of Agreement
Paducah, Kentucky Sales
Contract # 0143-01

Teamsters Local Union Number 236 ("the Union") and Earthgrains Baking Companies, Inc. ("the Company"), a Delaware corporation operating in Paducah, Kentucky hereby agree as follows:

1) Route sales representatives (RSRs) that are utilized to sell/deliver Sara Lee Sweet Baked Goods (SBG) directly to customers (DSD service) shall be compensated using the following commission rates:

   - Full rack service & stale returns: 6.0%
   - Drop service & no returns: 3%
   - Vending: 3%

2) The Company retains right to serve Convenience stores, Dollar/Discounters and Drug customers SL SBG products using a Central Distribution Center (CDC) or Warehouse (WH) drop distribution method at any time regardless of previous distribution methods (for example, SL SBG products distributed on a DSD basis may be converted to CDC/WH drop with no future commission obligations). No commission will be paid for SL SBG products distributed in this manner. The Company will utilize Teamsters transport for delivery to CDCs or WHs where they currently originate from bakeries serviced by transport drivers; or customers may pick up at the Company's bakeries where such relationship exists. All applicable route guarantees set forth in the collective bargaining agreement would apply to business that transitions from DSD to CDC/WH drop.

3) Supermarkets and Mass Merchandisers (for example, Walmart and Target) will be served by DSD, not CDC/WH drop.

4) Club stores (for example, Costco, Sam's, BJ's) will continue to be served by RSRs where the relationship exists today at the commission rates set forth in Paragraph #1, above. The Company may serve Club stores by CDC or WH Drop within same parameters as Paragraph #2, above; provided that the parties meet and confer and a determination is made that the Company will lose the business absent a transition to CDC or WH Drop. Such a determination will not be unreasonably withheld.

5) The parties agree to extend the August, 1, 2010 through August 3, 2013 collective bargaining agreement for two (2) full years from the stated date of expiration or August 8, 2015, subject to the following terms:
   - The Company will meet all pension obligations set forth in the collective bargaining agreement.
   - The Company will maintain the health care options currently in place (MOB). Examples include:
     - For multiemployer health and welfare plans, the Company will increase its contributions up to a maximum of 10% each year of the extension and anything above will be borne by employees.
     - Employees making flat dollar H & W contributions will continue to do so at the last rate of the existing contract
     - Employees making percentage H & W contributions will continue to pay on a percentage basis, subject to annual change based on newly established rates
   - Increases for employees paid on an hourly basis under this collective bargaining agreement shall be $.40/hr on August 4, 2013 and $.40/hr on August 3, 2014.

6) The parties agree that the Company will continue to contribute to the Central States, Southeast and Southwest Areas Pension Fund for the duration of the Agreement, as provided in Article 19 of the Agreement.
Contributions applicable to the extended period are as follows:

Effective August 4, 2013 not more than $200.80 per week
Effective August 4, 2014 not more than $208.80 per week
Effective August 4, 2015 not more than $217.20 per week

7) All other terms and conditions of the collective bargaining agreement unchanged by the terms of this Letter of Agreement shall remain in full force and effect.

It is so agreed on March 15, 2013 :

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

March 27, 2013

RECEIVED

JAN 22 2014

CONTRACT DEPARTMENT

Letter of Agreement
Sedalia and Brookfield, Missouri Sales
Contract # 0263-23

Teamsters Local Union Number 41 ("the Union") and Earthgrains Baking Companies, Inc. ("the Company"), a Delaware corporation operating in Sedalia and Brookfield, Missouri hereby agree as follows:

1) Route sales representatives (RSRs) that are utilized to sell/deliver Sara Lee Sweet Baked Goods (SBG) directly to customers (DSD service) shall be compensated using the following commission rates:

   - Full rack service & stale returns: 6.0%
   - Drop service & no returns: 3%
   - Vending: 3%

2) The Company retains right to serve Convenience stores, Dollar/Discounters and Drug customers SL SBG products using a Central Distribution Center (CDC) or Warehouse (WH) drop distribution method at any time regardless of previous distribution methods (for example, SL SBG products distributed on a DSD basis may be converted to CDC/WH drop with no future commission obligations). No commission will be paid for SL SBG products distributed in this manner. The Company will utilize Teamsters transport for delivery to CDCs or WHs where they currently originate from bakeries serviced by transport drivers; or customers may pick up at the Company's bakeries where such relationship exists. All applicable route guarantees set forth in the collective bargaining agreement would apply to business that transitions from DSD to CDC/WH drop.

3) Supermarkets and Mass Merchandisers (for example, Walmart and Target) will be served by DSD, not CDC/WH drop.

4) Club stores (for example, Costco, Sam's, BJ's) will continue to be served by RSRs where the relationship exists today at the commission rates set forth in Paragraph #1, above. The Company may serve Club stores by CDC or WH Drop within same parameters as Paragraph #2, above; provided that the parties meet and confer and a determination is made that the Company will lose the business absent a transition to CDC or WH Drop. Such a determination will not be unreasonably withheld.

5) The parties agree to extend the February 20, 2011 through February 22, 2014 collective bargaining agreement for two (2) full years from the stated date of expiration or February 27, 2016, subject to the following terms:
   - The Company will meet all pension obligations set forth in the collective bargaining agreement.
   - The Company will maintain the health care options currently in place (MOB). Examples include:
     - For multiemployer health and welfare plans, the Company will increase its contributions up to a maximum of 10% each year of the extension and anything above will be borne by employees.
     - Employees making flat dollar H & W contributions will continue to do so at the last rate of the existing contract
     - Employees making percentage H & W contributions will continue to pay on a percentage basis, subject to annual change based on newly established rates

- Increases for employees paid on an hourly basis under this collective bargaining agreement shall be $.40/hr on March 2, 2014 and $.40/hr on March 1, 2015.

6) The parties agree that the Company will continue to contribute to the Central States, Southeast and Southwest Areas Pension Fund for the duration of the Agreement, as provided in Article 9 of the Agreement.
Contributions applicable to the extended period are as follows:

Effective February 23, 2014 not more than $140.20 per week
Effective February 23, 2015 not more than $148.60 per week
Effective February 23, 2016 not more than $154.50 per week

7) All other terms and conditions of the collective bargaining agreement unchanged by the terms of this Letter of Agreement shall remain in full force and effect.

It is so agreed on March 16, 2013 :

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

April 8, 2013

RECEIVED

MAY 14 2013

CONTRACT DEPARTMENT

MEMORANDUM OF AGREEMENT
between
BBU, Inc., a Delaware corporation
operating in Sedalia, MO
and
Teamsters Local 41
(BBU Contract #0265-15)
February 19, 2014

After negotiating in good faith, the Company and Union enter into this Memorandum of Agreement setting forth the terms of the new collective bargaining agreement between the parties, subject to ratification by the union membership. It contains an agreement that the Company and the Union bargaining committees fully recommend.

The following changed items are to be incorporated into the prior contract and a new contract document prepared. Any provision of the February 20, 2011 through February 22, 2014 Agreement, which is not addressed below, shall be unchanged in the February 23, 2014 through February 27, 2016 Agreement. This document encompasses all tentative agreements reached during negotiations. With the signing of this Memorandum of Agreement, the Union bargaining committee is recommending ratification to the Union membership.

1. Change Company name to Bimbo Bakeries USA throughout agreement.

2. Replace A., B., C…throughout CBA and replace with Section 1, Section 2…etc.

3. Change CBA cover from "Retail Sales" to "Bakery Outlet"

4. Article 1 – Recognition
   Revise to read:

   The Company recognizes the Union as the sole collective bargaining agency for all ~~Retail Store~~ **bakery outlet** employees employed ~~in the~~ at the Company's ~~plants or depots in the jurisdiction of Local Union #41~~ Sedalia, MO bakery outlet.

5. Article 6 – Maintenance of Standards, Section 2
   Revise to read:

   ~~Extra Personnel~~. The Company shall not enter into any agreement or contract with ~~his~~ **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.

6. Article 7 – Wages and Hours, Section 1
   Revise first sentence to read:

   Five (5) eight (8) hour days or four (4) ten (10) hour days shall constitute a week's work **for full-time employees.**

continue health care coverage for a period of four (4) weeks provided the employee pays his/her cost share for the same period. If an employee is injured on the job, the Company shall continue health care coverage until such employee returns to work and provided the employee pays his/her cost share during the same period; however, such coverage shall not continue for a period of more than six (6) months. If an employee is granted a personal leave of absence, the Company shall collect from said employees, prior to the leave of absence being effective, sufficient moneys to pay the full cost of the employee's health and welfare coverage during the period of absence.

Section 8 ~~3.~~ The selection of a specific insurance carrier, provider, network or alliance will be at the Company's option and may be changed by the Company during the term of the Agreement.

Section 9 ~~4.~~ No dispute over the benefits arising under or relating to this Article shall be submitted for consideration under the grievance and arbitration provision of this Agreement. Benefits claims must be submitted according to the claims procedure for the applicable benefit plan.

11. Article 9 – Pension
Revise to read:

The Company agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund per week, for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more, as follows:

Effective February ~~20~~ **23**, 201~~14~~, the Company agrees to contribute ~~seventy-four dollars and eighty cents~~ **ninety dollars and seventy cents** ~~($74.80)~~ **($90.70)** per week for each eligible employee.

Effective February ~~19~~ **23**, 201~~25~~, the Company agrees to contribute ~~eighty dollars and eighty cents~~ **ninety six dollars and ten cents** ~~($80.80)~~ **($96.10)** per week for each eligible employee.

Effective February ~~17~~ **23**, 201~~36~~, the Company agrees to contribute ~~eighty-five dollars and sixty cents~~ **ninety nine dollars and ninety cents** ~~($85.60)~~ **($99.90)** per week for each eligible employee.

12. Letter of Understanding
Remove signature lines

13. Term:
February 23, 2014 – February 27, 2016

Letter of Agreement
Columbia Sales / Loaders
Contract Number 0183-02

Teamsters Local Union 833 ("the Union") and Earthgrains Baking Companies, Inc. ("the Company") hereby agree as follows:

1) Route sales representatives (RSRs) that are utilized to sell/deliver Sara Lee Sweet Baked Goods (SBG) directly to customers (DSD service) shall be compensated using the following commission rates:

   - Full rack service & stale returns: 6.0%
   - Drop service & no returns: 3%
   - Vending: 3%

2) The Company retains right to serve Convenience stores, Dollar/Discounters and Drug customers SL SBG products using a Central Distribution Center (CDC) or Warehouse (WH) drop distribution method at any time regardless of previous distribution methods (for example, SL SBG products distributed on a DSD basis may be converted to CDC/WH drop with no future commission obligations). No commission will be paid for SL SBG products distributed in this manner. The Company will utilize Teamsters transport for delivery to CDCs or WHs where they currently originate from bakeries serviced by transport drivers; or customers may pick up at the Company's bakeries where such relationship exists. All applicable route guarantees set forth in the collective bargaining agreement would apply to business that transitions from DSD to CDC/WH drop.

3) Supermarkets and Mass Merchandisers (for example, Walmart and Target) will be served by DSD, not CDC/WH drop.

4) Club stores (for example, Costco, Sam's, BJ's) will continue to be served by RSRs where the relationship exists today at the commission rates set forth in Paragraph #1, above. The Company may serve Club stores by CDC or WH Drop within same parameters as Paragraph #2, above; provided that that the parties meet and confer and a determination is made that the Company will lose the business absent a transition to CDC or WH Drop. Such a determination will not be unreasonably withheld.

5) The parties agree to extend the June 13, 2010 through June 15, 2013 collective bargaining agreement for two (2) full years from the stated date of expiration or June 13, 2015, subject to the following terms:
   - The Company will meet all pension obligations set forth in the collective bargaining agreement.
   - The Company will maintain the health care options currently in place (MOB). Examples include:
     - For multiemployer health and welfare plans, the Company will increase its contributions up to a maximum of 10% each year of the extension and anything above will be borne by employees.
     - Employees making flat dollar H & W contributions will continue to do so at the last rate of the existing contract
     - Employees making percentage H & W contributions will continue to pay on a percentage basis, subject to annual change based on newly established rates
   - Increases for employees paid on an hourly basis under this collective bargaining agreement shall be $.40/hr on June 16, 2013 and $.40/hr on June 22, 2014

6) The parties agree that the Company will continue to contribute to the Central States Southeast and Southwest Areas Pension Fund for the duration of the Agreement, as provided in Article 7 of the Agreement.

Contributions applicable to the extended period are as follows:
Effective June 16, 2013 not more than 200.80 per week
Effective June 16, 2014 not more than 208.80 per week

7) All other terms and conditions of the collective bargaining agreement unchanged by the terms of this Letter of Agreement shall remain in full force and effect.

It is so agreed on March 28, 2013:

Redacted by U.S. Department of the Treasury

For the Company

Redacted by U.S. Department of the Treasury

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MAY 07 2013

CONTRACT DEPARTMENT

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APR 10 2013
CONTRACT DEPARTMENT

Letter of Agreement
Bowling Green, Kentucky Sales
Contract # 0136-03

Teamsters Local Union 89 ("the Union") and Earthgrains Baking Companies, Inc. ("the Company"), a Delaware corporation operating in Bowling Green, Kentucky hereby agree as follows:

1) Route sales representatives (RSRs) that are utilized to sell/deliver Sara Lee Sweet Baked Goods (SBG) directly to customers (DSD service) shall be compensated using the following commission rates:

   - Full rack service & stale returns: 6.0%
   - Drop service & no returns: 3%
   - Vending: 3%

2) The Company retains right to serve Convenience stores, Dollar/Discounters and Drug customers SL SBG products using a Central Distribution Center (CDC) or Warehouse (WH) drop distribution method at any time regardless of previous distribution methods (for example, SL SBG products distributed on a DSD basis may be converted to CDC/WH drop with no future commission obligations). No commission will be paid for SL SBG products distributed in this manner. The Company will utilize Teamsters transport for delivery to CDCs or WHs where they currently originate from bakeries serviced by transport drivers; or customers may pick up at the Company's bakeries where such relationship exists. All applicable route guarantees set forth in the collective bargaining agreement would apply to business that transitions from DSD to CDC/WH drop.

3) Supermarkets and Mass Merchandisers (for example, Walmart and Target) will be served by DSD, not CDC/WH drop.

4) Club stores (for example, Costco, Sam's, BJ's) will continue to be served by RSRs where the relationship exists today at the commission rates set forth in Paragraph #1, above. The Company may serve Club stores by CDC or WH Drop within same parameters as Paragraph #2. above; provided that that the parties meet and confer and a determination is made that the Company will lose the business absent a transition to CDC or WH Drop. Such a determination will not be unreasonably withheld.

5) The parties agree to extend the June 6, 2010 through November 9, 2013 collective bargaining agreement for two (2) full years from the stated date of expiration or November 14, 2015, subject to the following terms:

   - The Company will meet all pension obligations set forth in the collective bargaining agreement.
   - The Company will maintain the health care options currently in place (MOB). Examples include:
     - For multiemployer health and welfare plans, the Company will increase its contributions up to a maximum of 10% each year of the extension and anything above will be borne by employees.
     - Employees making flat dollar H & W contributions will continue to do so at the last rate of the existing contract
     - Employees making percentage H & W contributions will continue to pay on a percentage basis, subject to annual change based on newly established rates

- Increases for employees paid on an hourly basis under this collective bargaining agreement shall be $.40/hr effective November 10, 2013 and $.40/hr effective November 16, 2014.

6) The parties agree that the Company will continue to contribute to the Central States, Southeast and Southwest Areas Pension Fund for the duration of the Agreement, as provided in Article 25 of the Agreement.

   Contributions applicable to the extended period are as follows:
   Effective June 2, 2014 not more than $208.80 per week
   Effective June 2, 2015 not more than $217.20 per week

7) All other terms and conditions of the collective bargaining agreement unchanged by the terms of this Letter of Agreement shall remain in full force and effect.

It is so agreed on March 14, 2013:

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APR 10 2013
CONTRACT DEPARTMENT

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AUG 26 2014

CONTRACT DEPARTMENT

Letter of Agreement
Nashville, Tennessee Sales
Contract # 0133-02

Teamsters Local Union Number 327 ("the Union") and Earthgrains Baking Companies, Inc. ("the Company"), a Delaware corporation operating in Nashville, Tennessee hereby agree as follows:

1) Route sales representatives (RSRs) that are utilized to sell/deliver Sara Lee Sweet Baked Goods (SBG) directly to customers (DSD service) shall be compensated using the following commission rates:

   - Full rack service & stale returns: 6.0%
   - Drop service & no returns: 3%
   - Vending: 3%

2) The Company retains right to serve Convenience stores, Dollar/Discounters and Drug customers SL SBG products using a Central Distribution Center (CDC) or Warehouse (WH) drop distribution method at any time regardless of previous distribution methods (for example, SL SBG products distributed on a DSD basis may be converted to CDC/WH drop with no future commission obligations). No commission will be paid for SL SBG products distributed in this manner. The Company will utilize Teamsters transport for delivery to CDCs or WHs where they currently originate from bakeries serviced by transport drivers; or customers may pick up at the Company's bakeries where such relationship exists. All applicable route guarantees set forth in the collective bargaining agreement would apply to business that transitions from DSD to CDC/WH drop.

3) Supermarkets and Mass Merchandisers (for example, Walmart and Target) will be served by DSD, not CDC/WH drop.

4) Club stores (for example, Costco, Sam's, BJ's) will continue to be served by RSRs where the relationship exists today at the commission rates set forth in Paragraph #1, above. The Company may serve Club stores by CDC or WH Drop within same parameters as Paragraph #2, above; provided that the parties meet and confer and a determination is made that the Company will lose the business absent a transition to CDC or WH Drop. Such a determination will not be unreasonably withheld.

5) The parties agree to extend the March 27, 2011 through March 29, 2014 collective bargaining agreement for two (2) full years from the stated date of expiration or April 2, 2016 subject to the following terms:
   - The Company will meet all pension obligations set forth in the collective bargaining agreement.
   - The Company will maintain the health care options currently in place (MOB). Examples include:
     - For multiemployer health and welfare plans, the Company will increase its contributions up to a maximum of 10% each year of the extension and anything above will be borne by employees.
     - Employees making flat dollar H & W contributions will continue to do so at the last rate of the existing contract
     - Employees making percentage H & W contributions will continue to pay on a percentage basis, subject to annual change based on newly established rates

6) The parties agree that the Company will continue to contribute to the Central States, Southeast and Southwest Areas Pension Fund for the duration of the Agreement, as provided in Article 23 of the Agreement.

Contributions applicable to the extended period are as follows:

Effective March 30, 2014 not more than $204.70 per week
Effective March 30, 2015 not more than $217.00 per week
Effective March 30, 2016 not more than $225.70 per week

7) All other terms and conditions of the collective bargaining agreement unchanged by the terms of this Letter of Agreement shall remain in full force and effect.

It is so agreed on APRIL 10, 2013:

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

RECEIVED

AUG 26 2014

CONTRACT DEPARTMENT

Contract #0133-02.240

AGREEMENT

Between

EARTHGRAINS BAKING COMPANIES, INC., A DELAWARE CORPORATION OPERATING IN NASHVILLE, TENNESSEE

and

TEAMSTERS, CHAUFFEURS, HELPERS & TAXICAB DRIVERS LOCAL UNION NO. 327

(ROUTE SALES EMPLOYEES)

EFFECTIVE:

MARCH 27, 2011

THROUGH

MARCH 29, 2014

RECEIVED

AUG 26 2014

CONTRACT DEPARTMENT

AGREEMENT

The Teamsters, Chauffeurs, Helpers and Taxicab Drivers, Local Union 327, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the Union, and **Earthgrains Baking Companies, Inc., a Delaware corporation operating in Nashville, Tennessee** hereinafter referred to as the Company, agree to be bound by the following terms and provisions covering wages and working conditions on all of the Company's operations in the Nashville Branch.

ARTICLE 1.
Recognition

Section 1. The Company recognizes and acknowledges that the Union is the duly authorized collective bargaining representative for all employees within the job classifications and unit covered by this Agreement, at the following locations to wit: Nashville, Columbia, Clarksville, Dickson, Cookeville, Tullahoma, and Lebanon, but excluding all Office Clerical Employees, Production and Distribution Employees, Sales Managers, Guards and Supervisors as defined in the National Labor Relations Act as amended.

Section 2. Should it become lawful during the life of this Agreement, to require membership as a condition of employment, the following Section shall become effective thirty (30) days after such "Union Shop" becomes legal.

Section 3. All present employees covered by this Agreement who are members of the Union on the effective date of this provision shall remain in good standing as a condition of employment. All present employees who are not members of the Union on the effective date of this provision and all employees who are hired hereafter shall become and remain members of the Union in good standing as a condition of employment on and after the 91st day following the effective date of this provision, whichever is the later. This provision shall be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

ARTICLE 2.
Probationary Period

Any person newly employed shall be so employed on a ninety (90) day trial basis, such trial basis to commence after the employee is assigned to a job or route. During this probationary period the employee may be discharged without recourse. Each new employee will be evaluated after each thirty (30) day period. Any new employee may be discharged without recourse anytime within the ninety (90) day probationary period. If necessary, the probationary period may be extended up to thirty (30) days by mutual agreement between the Company and the Union. In no event shall this probationary period exceed one hundred twenty (120) days from the commencement of employment.

Section 3. The Company may institute administrative cost saving measures including, for example, requiring second opinions prior to surgery, requiring surgical procedures to be performed on an out-patient basis where appropriate, requiring pre-surgical testing to be performed prior to admission to the hospital, prohibiting unnecessarily early admission to the hospital prior to surgery (e.g. weekend admission) and requiring use of generic drugs where they are available.

Section 4. The above benefits and claims procedures will be described in the respective Summary Plan Description (SPD) documents, copies of which will be made available to the Union. Except as otherwise provided in this Article, nothing contained in this Agreement shall supersede the actual terms of the plan as described in the SPD nor prevent the Company from making changes to the plan or SPD from time to time.

Notwithstanding the above, plan coverage levels agreed to by the parties will be maintained through the duration of the Agreement.

Section 5. The selection of a specific insurance carrier, provider, network, or alliance will be at the Company's option and may be changed by the Company during the term of the Agreement.

Section 6. No dispute over the benefits arising under or relating to this Article shall be submitted for consideration under the grievance and arbitration provisions of this Agreement. Benefits claims must be submitted according to the claims procedure for the applicable benefit plan.

ARTICLE 23.
Pension Plan

A. **Sales Pension**

Effective **March 27, 2011**, the Company 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, per employee who has been on the payroll ninety (90) days or more.

Effective **March 25, 2012**, the Company 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, per employee who has been on the payroll ninety (90) days or more.

Effective **March 31, 2013**, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund, the sum of **one hundred ninety-three dollars and ten cents ($193.10)** per week, per employee who has been on the payroll ninety (90) days or more.

ARTICLE 24.
Days Off

Section 1. The normal workweek shall consist of five (5) days. Days off need not be

MEMORANDUM OF AGREEMENT
between
Earthgrains Baking Companies, Inc., a Delaware Corporation
operating in Wichita, Kansas
and
International Brotherhood Of Teamsters Local 795
(Sara Lee Contract No. 0185-02)
August 12, 2015

After negotiating in good faith, the Company and Union enter into this Memorandum of Agreement setting forth the terms of the new collective bargaining agreement between the parties, subject to ratification by the union membership. It contains an agreement that the Company and the Union bargaining committees fully recommend.

The following changed items are to be incorporated into the prior contract and a new contract document prepared. Any provision of the March 14, 2010 through March 16, 2013 agreement and the extension thereof, which is not addressed below, shall be unchanged in the March 15, 2015 through March 17, 2018 agreement. This document encompasses all tentative agreements reached during negotiations. With the signing of this Memorandum of Agreement, the Union bargaining committee is recommending ratification to the Union membership.

1. Article 2 – Wages – Section 1(A): The Restaurant and Institutional (R&I) commission will be increased to seven (7) percent during the life of the collective bargaining agreement. It will read as follows:

Section 1. Sales Representatives.

	1st Year	2nd Year	3rd Year
A. Wages (RSR) Weekly Base	$338.00	$338.00	$338.00
Commission:			
• Branded w/ Full Service	8.125%	8.125%	8.125%
• Private/Secondary w/Full Service o All private or secondary label bakery products delivered with full rack service and stale pick-up to retail grocery outlets	5.00%	5.00%	5.00%
• Private Label/Secondary Products o On Private and secondary label bakery products delivered without rack service or the handling of returns	3.00%	3.00%	3.00%
• Restaurant/Institutional w/Full Service All bakery products delivered to restaurants (including fast food), prisons, nursing homes, hospitals and similar-type institutions with residential component regardless of type of product and/or type of delivery.	**6.250%**	**6.50%**	**7.00%**

Section 5.

~~If an employee is absent because of a bona-fide illness or off-the-job injury and notifies the Company of such absence, the Company shall maintain health and welfare coverage for a period of four (4) weeks. If an employee is injured on the job, the Company shall continue health and welfare coverage 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 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 Plan during the period of absence.~~

14. Article 10 – Pension – Section 1(A): The Central States, Southeast and Southwest Areas Pension Fund benefit contribution level stated in Section 1 (A) will be revised in accordance to the "PPA Schedule". It will read as follows:

Effective **March 15, 2015**, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of **two hundred seventeen dollars and twenty cents ($217.20) per week** for each employee covered by this Agreement who has been on the payroll for thirty (30) days or more.

Effective **March 15, 2016** the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of **two hundred twenty-five dollars and ninety cents ($225.90) per week** for each employee covered by this agreement who has been on the payroll for thirty (30) days or more.

Effective **March 15, 2017**, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of **two hundred thirty-four dollars and ninety cents ($234.90) per week** for each employee covered by this agreement who has been on the payroll for thirty (30) days or more.

15. Article 20 – Loading of Trucks – Section (B): Revise Section (B) to provide loading pay based upon the type of loading being performed. It will read as follows:

~~All country route sales representatives shall be paid ten dollars ($10.00) extra per week when they are required to load their own trucks.~~ **Route Sales Representatives required to load their own trucks will be paid ten dollars ($10.00) and fifteen dollars ($15.00) per week for pick to route and bulk loading respectively.**

16. Housekeeping:

- Update labor agreement to include the Company name change from "**Sara Lee Bakery Group, Inc., a Delaware Corporation, operating in Wichita, Kansas" to "Bimbo Bakeries USA, Inc. operating in Wichita, Kansas".**

All components of this Memorandum of Agreement are contingent upon acceptance of it in its entirety by the membership of IBT, Local 795 on or before 12:01 A.M. on August 29, 2015.

Agreed:

For the Company:

Redacted by U.S. Department of the Treasury

For the Union:

Redacted by U.S. Department of the Treasury

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2015
CONTRACT DEPARTMENT

RECEIVED
APR 10 2013
CONTRACT DEPARTMENT

Letter of Agreement
Louisville and Elizabethtown, Kentucky Sales
Contract # 0127-01

Teamsters Local Union 89 ("the Union") and Earthgrains Baking Companies, Inc. ("the Company"), a Delaware corporation operating in Louisville and Elizabethtown, Kentucky hereby agree as follows:

1) Route sales representatives (RSRs) that are utilized to sell/deliver Sara Lee Sweet Baked Goods (SBG) directly to customers (DSD service) shall be compensated using the following commission rates:

   - Full rack service & stale returns: 6.0%
   - Drop service & no returns: 3%
   - Vending: 3%

2) The Company retains right to serve Convenience stores, Dollar/Discounters and Drug customers SL SBG products using a Central Distribution Center (CDC) or Warehouse (WH) drop distribution method at any time regardless of previous distribution methods (for example, SL SBG products distributed on a DSD basis may be converted to CDC/WH drop with no future commission obligations). No commission will be paid for SL SBG products distributed in this manner. The Company will utilize Teamsters transport for delivery to CDCs or WHs where they currently originate from bakeries serviced by transport drivers; or customers may pick up at the Company's bakeries where such relationship exists. All applicable route guarantees set forth in the collective bargaining agreement would apply to business that transitions from DSD to CDC/WH drop.

3) Supermarkets and Mass Merchandisers (for example, Walmart and Target) willlbe served by DSD, not CDC/WH drop.

4) Club stores (for example, Costco, Sam's, BJ's) will continue to be served by RSRs where the relationship exists today at the commission rates set forth in Paragraph #1, above. The Company may serve Club stores by CDC or WH Drop within same parameters as Paragraph #2, above; provided that that the parties meet and confer and a determination is made that the Company will lose the business absent a transition to CDC or WH Drop. Such a determination will not be unreasonably withheld.

5) The parties agree to extend the November 6, 2010 through November 9, 2013 collective bargaining agreement for two (2) full years from the stated date of expiration or November 14, 2015, subject to the following terms:

   - The Company will meet all pension obligations set forth in the collective bargaining agreement.
   - The Company will maintain the health care options currently in place (MOB). Examples include:
     - For multiemployer health and welfare plans, the Company will increase its contributions up to a maximum of 10% each year of the extension and anything above will be borne by employees.
     - Employees making flat dollar H & W contributions will continue to do so at the last rate of the existing contract
     - Employees making percentage H & W contributions will continue to pay on a percentage basis, subject to annual change based on newly established rates

- Increases for employees paid on an hourly basis under this collective bargaining agreement shall be $.40/hr effective November 10, 2013 and $.40/hr effective November 16, 2014.

6) The parties agree that the Company will continue to contribute to the Central States, Southeast and Southwest Areas Pension Fund for the duration of the Agreement, as provided in Article 23 of the Agreement.
Contributions applicable to the extended period are as follows:
Effective November 10, 2013 not more than $200.80 per week
Effective November 10, 2014 not more than $208.80 per week
Effective November 10, 2015 not more than $217.20 per week

7) All other terms and conditions of the collective bargaining agreement unchanged by the terms of this Letter of Agreement shall remain in full force and effect.

It is so agreed on March 16, 2013 :

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

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APR 10 2013
CONTRACT DEPARTMENT

Letter of Agreement
Contract # 0123-03
Lexington

Teamsters Local Union 651 ("the Union") and Earthgrains Baking Companies, Inc. ("the Company") hereby agree as follows:

1) Route sales representatives (RSRs) that are utilized to sell/deliver Sara Lee Sweet Baked Goods (SBG) directly to customers (DSD service) shall be compensated using the following commission rates:

   - Full rack service & stale returns: 6.0%
   - Drop service & no returns: 3%
   - Vending: 3%

2) The Company retains right to serve Convenience stores, Dollar/Discounters and Drug customers SL SBG products using a Central Distribution Center (CDC) or Warehouse (WH) drop distribution method at any time regardless of previous distribution methods (for example, SL SBG products distributed on a DSD basis may be converted to CDC/WH drop with no future commission obligations). No commission will be paid for SL SBG products distributed in this manner. The Company will utilize Teamsters transport for delivery to CDCs or WHs where they currently originate from bakeries serviced by transport drivers; or customers may pick up at the Company's bakeries where such relationship exists. All applicable route guarantees set forth in the collective bargaining agreement would apply to business that transitions from DSD to CDC/WH drop.

3) Supermarkets and Mass Merchandisers (for example, Walmart and Target) will be served by DSD, not CDC/WH drop.

4) Club stores (for example, Costco, Sam's, BJ's) will continue to be served by RSRs where the relationship exists today at the commission rates set forth in Paragraph #1, above. The Company may serve Club stores by CDC or WH Drop within same parameters as Paragraph #2, above; provided that the parties meet and confer and a determination is made that the Company will lose the business absent a transition to CDC or WH Drop. Such a determination will not be unreasonably withheld.

5) The parties agree to extend the March 27, 2011 through March 29, 2014 collective bargaining agreement for two (2) full years from the stated date of expiration or March 26, 2016, subject to the following terms:
   - The Company will meet all pension obligations set forth in the collective bargaining agreement.
   - The Company will maintain the health care options currently in place (MOB). Examples include:
     - For multiemployer health and welfare plans, the Company will increase its contributions up to a maximum of 10% each year of the extension and anything above will be borne by employees.
     - Employees making flat dollar H & W contributions will continue to do so at the last rate of the existing contract
     - Employees making percentage H & W contributions will continue to pay on a percentage basis, subject to annual change based on newly established rates

- Increases for employees paid on an hourly basis under this collective bargaining agreement shall be $.40/hr on March 30, 2014 and $.40/hr on March 29, 2015.
-

6) The parties agree that the Company will continue to contribute to the Central States Pension Fund for the duration of the Agreement, as provided in Article 18 of the Agreement.
Contributions applicable to the extended period are as follows:
Effective March 30, 2014 not more than $204.20 per week
Effective March 30, 2015 not more than $217.00 per week

7) All other terms and conditions of the collective bargaining agreement unchanged by the terms of this Letter of Agreement shall remain in full force and effect.

It is so agreed on 3/18/13:

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

RECEIVED
MAY 14 2013
CONTRACT DEPARTMENT

Letter of Agreement
Contract # 0156-01
Springfield

Teamsters Local Union 245 ("the Union") and Earthgrains Baking Companies, Inc. ("the Company") hereby agree as follows:

1) Route sales representatives (RSRs) that are utilized to sell/deliver Sara Lee Sweet Baked Goods (SBG) directly to customers (DSD service) shall be compensated using the following commission rates:

   - Full rack service & stale returns: 6.0%
   - Drop service & no returns: 3%
   - Vending: 3%

2) The Company retains right to serve Convenience stores, Dollar/Discounters and Drug customers SL SBG products using a Central Distribution Center (CDC) or Warehouse (WH) drop distribution method at any time regardless of previous distribution methods (for example, SL SBG products distributed on a DSD basis may be converted to CDC/WH drop with no future commission obligations). No commission will be paid for SL SBG products distributed in this manner. The Company will utilize Teamsters transport for delivery to CDCs or WHs where they currently originate from bakeries serviced by transport drivers; or customers may pick up at the Company's bakeries where such relationship exists. All applicable route guarantees set forth in the collective bargaining agreement would apply to business that transitions from DSD to CDC/WH drop.

3) Supermarkets and Mass Merchandisers (for example, Walmart and Target) will be served by DSD, not CDC/WH drop.

4) Club stores (for example, Costco, Sam's, BJ's) will continue to be served by RSRs where the relationship exists today at the commission rates set forth in Paragraph #1, above. The Company may serve Club stores by CDC or WH Drop within same parameters as Paragraph #2, above; provided that that the parties meet and confer and a determination is made that the Company will lose the business absent a transition to CDC or WH Drop. Such a determination will not be unreasonably withheld.

5) The parties agree to extend the June 17, 2012 through June 20, 2015 collective bargaining agreement for two (2) full years from the stated date of expiration or June 17, 2017, subject to the following terms:
   - The Company will meet all pension obligations set forth in the collective bargaining agreement.
   - The Company will maintain the health care options currently in place (MOB). Examples include:
     - For multiemployer health and welfare plans, the Company will increase its contributions up to a maximum of 10% each year of the extension and anything above will be borne by employees.
     - Employees making flat dollar H & W contributions will continue to do so at the last rate of the existing contract
     - Employees making percentage H & W contributions will continue to pay on a percentage basis, subject to annual change based on newly established rates

RECEIVED

MAY 28 2013

CONTRACT DEPARTMENT

- Increases for employees paid on an hourly basis under this collective bargaining agreement shall be $.40/hr on June 21, 2015 and $.40/hr on June 19, 2016.

6) The parties agree that the Company will continue to contribute to the Central States Southeast and Southwest Pension Fund for the duration of the Agreement, as provided in Article 7 of the Agreement. Contributions applicable to the extended period are as follows:
Effective June 15, 2015 not more than $217.60 per week
Effective June 15, 2016 not more than $226.30 per week

7) All other terms and conditions of the collective bargaining agreement unchanged by the terms of this Letter of Agreement shall remain in full force and effect.

It is so agreed on 3/18/13:

Redacted by U.S. Department of the Treasury

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MAY 28 2013

CONTRACT DEPARTMENT

Letter of Agreement
Tulsa Sales / Loaders / Thrift Stores
Contract Number (0165-01)

Teamsters Local Union 523 ("the Union") and Earthgrains Baking Companies, Inc. ("the Company") hereby agree as follows:

1) Route sales representatives (RSRs) that are utilized to sell/deliver Sara Lee Sweet Baked Goods (SBG) directly to customers (DSD service) shall be compensated using the following commission rates:

   - Full rack service & stale returns: 6.0%
   - Drop service & no returns: 3%
   - Vending: 3%

2) The Company retains right to serve Convenience stores, Dollar/Discounters and Drug customers SL SBG products using a Central Distribution Center (CDC) or Warehouse (WH) drop distribution method at any time regardless of previous distribution methods (for example, SL SBG products distributed on a DSD basis may be converted to CDC/WH drop with no future commission obligations). No commission will be paid for SL SBG products distributed in this manner. The Company will utilize Teamsters transport for delivery to CDCs or WHs where they currently originate from bakeries serviced by transport drivers; or customers may pick up at the Company's bakeries where such relationship exists. All applicable route guarantees set forth in the collective bargaining agreement would apply to business that transitions from DSD to CDC/WH drop.

3) Supermarkets and Mass Merchandisers (for example, Walmart and Target) will be served by DSD, not CDC/WH drop.

4) Club stores (for example, Costco, Sam's, BJ's) will continue to be served by RSRs where the relationship exists today at the commission rates set forth in Paragraph #1, above. The Company may serve Club stores by CDC or WH Drop within same parameters as Paragraph #2, above; provided that that the parties meet and confer and a determination is made that the Company will lose the business absent a transition to CDC or WH Drop. Such a determination will not be unreasonably withheld.

5) The parties agree to extend the May 13, 2012 through May 16, 2015 collective bargaining agreement for two (2) full years from the stated date of expiration or May 13, 2017, subject to the following terms:
   - The Company will meet all pension obligations set forth in the collective bargaining agreement.
   - The Company will maintain the health care options currently in place (MOB). Examples include:
     - For multiemployer health and welfare plans, the Company will increase its contributions up to a maximum of 10% each year of the extension and anything above will be borne by employees.
     - Employees making flat dollar H & W contributions will continue to do so at the last rate of the existing contract
     - Employees making percentage H & W contributions will continue to pay on a percentage basis, subject to annual change based on newly established rates
   - Increases for employees paid on an hourly basis under this collective bargaining agreement shall be $.40/hr on May 17, 2015 and $.40/hr on May 22, 2016.

6) The parties agree that the Company will continue to contribute to the Central States Southeast and Southwest Areas Pension Fund for the duration of the Agreement, as provided in Article 20 of the Agreement.
Contributions applicable to the extended period are as follows:
Effective May 20, 2015 not more than $217.60 per week
Effective May 20, 2016 not more than $226.30 per week

7) All other terms and conditions of the collective bargaining agreement unchanged by the terms of this Letter of Agreement shall remain in full force and effect.

It is so agreed on March 28, 2013 :

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Teamsters Union 4-9-13

RECEIVED
FEB 02 2015
CONTRACT DEPARTMENT

RECEIVED

APR 19 2013

CONTRACT DEPARTMENT

Letter of Agreement
Oklahoma City Sales
(Contract Number 0141-01)

Teamsters Local Union 886 ("the Union") and Earthgrains Baking Companies, Inc. ("the Company") hereby agree as follows:

1) Route sales representatives (RSRs) that are utilized to sell/deliver Sara Lee Sweet Baked Goods (SBG) directly to customers (DSD service) shall be compensated using the following commission rates:

   - Full rack service & stale returns: 6.0%
   - Drop service & no returns: 3%
   - Vending: 3%

2) The Company retains right to serve Convenience stores, Dollar/Discounters and Drug customers SL SBG products using a Central Distribution Center (CDC) or Warehouse (WH) drop distribution method at any time regardless of previous distribution methods (for example, SL SBG products distributed on a DSD basis may be converted to CDC/WH drop with no future commission obligations). No commission will be paid for SL SBG products distributed in this manner. The Company will utilize Teamsters transport for delivery to CDCs or WHs where they currently originate from bakeries serviced by transport drivers; or customers may pick up at the Company's bakeries where such relationship exists. All applicable route guarantees set forth in the collective bargaining agreement would apply to business that transitions from DSD to CDC/WH drop.

3) Supermarkets and Mass Merchandisers (for example, Walmart and Target) will be served by DSD, not CDC/WH drop.

4) Club stores (for example, Costco, Sam's, BJ's) will continue to be served by RSRs where the relationship exists today at the commission rates set forth in Paragraph #1, above. The Company may serve Club stores by CDC or WH Drop within same parameters as Paragraph #2, above; provided that that the parties meet and confer and a determination is made that the Company will lose the business absent a transition to CDC or WH Drop. Such a determination will not be unreasonably withheld.

5) The parties agree to extend the May 8, 2011 through May 10, 2014 collective bargaining agreement for two (2) full years from the stated date of expiration or May 7, 2016, subject to the following terms:
   - The Company will meet all pension obligations set forth in the collective bargaining agreement.
   - The Company will maintain the health care options currently in place (MOB). Examples include:
     - For multiemployer health and welfare plans, the Company will increase its contributions up to a maximum of 10% each year of the extension and anything above will be borne by employees.
     - Employees making flat dollar H & W contributions will continue to do so at the last rate of the existing contract.
     - Employees making percentage H & W contributions will continue to pay on a percentage basis, subject to annual change based on newly established rates.
   - Increases for employees paid on an hourly basis under this collective bargaining agreement shall be $.40/hr on May 11, 2014 and $.40/hr on May 17, 2015.

6) The parties agree that the Company will continue to contribute to the Central States Pension Fund for the duration of the Agreement, as provided in Article 28 of the Agreement.
Contributions applicable to the extended period are as follows:
Effective May 11, 2014 not more than $209.20 per week
Effective May 11, 2015 not more than $217.60 per week

7) All other terms and conditions of the collective bargaining agreement unchanged by the terms of this Letter of Agreement shall remain in full force and effect.

It is so agreed on March 18, 2013 :

Redacted by U.S. Department of the Treasury

For the Company

Redacted by U.S. Department of the Treasury

For the Union

RECEIVED

APR 19 2013

CONTRACT DEPARTMENT

Contract #0140-10

AGREEMENT

Between

EARTHGRAINS BAKING COMPANIES, Inc. a Delaware corporation, operating in OKLAHOMA CITY, OKLAHOMA

and

TEAMSTERS LOCAL UNION 886
OKLAHOMA CITY, OKLAHOMA,
affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

(Garage Employees)

EFFECTIVE:

MARCH 10, 2013

Through

MARCH 12 2016

RECEIVED
JUL 08 2013
CONTRACT DEPARTMENT

AGREEMENT

PREAMBLE

Earthgrains Baking Companies, Inc., a Delaware corporation, operating in Oklahoma City, Oklahoma, their successors and/or assigns, hereinafter referred to as the "Company" and the Teamsters Local Union 886, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as "Union", agree to be bound by the following terms and provisions relating to wages, hours of work and general working conditions, covering Garage employees.

ARTICLE 1.
Non-Discrimination

Neither the Company nor the union shall illegally discriminate against any individual because of his or her race, color, religion, sex, sexual orientation, age, disability, national origin, status as a disabled veteran or veteran of the Vietnam Era, as defined by law, with respect to opportunity or tenure of employment or any other right, benefit, duty or obligation created and/or protected by the provisions of this agreement. The use of the pronouns "he" or "she" and the suffixes "men" or "women" shall not be interpreted to apply to one sex, but shall apply to either sex.

ARTICLE 2.
Union Shop

The Union shall be the sole representative of those classifications of employees, covered by this Agreement in collective bargaining, with the Company. The classification of employees covered by this Agreement shall include all regular garage employees.

Newly hired employees shall be on trail basis for a period of one hundred twenty (120) days from the starting date of employment during which time such employment may be terminated for any reason without recourse. This trial period may be extended for an additional thirty (30) days upon request from the Company and the employee and approval of the Union.

ARTICLE 3.
Dues

If the current Oklahoma Right to Work Law is rescinded the following will apply: The Company shall not be requested to discharge any employee under the above provision, except for the failure to tender the periodic dues or the initiation fees uniformly required. In this event, Company agrees to release said employee within thirty (30) days after receiving written notice and proof from the Union. New employees who refuse to make application for membership in the Union at the end of the thirty-one (31) days as provided above shall be discharged immediately.

ARTICLE 17.
Pension Plan

The Company shall contribute to the Fund known as the Central States Southeast and Southwest Areas Pension Fund, which is to be administered jointly by the parties, the following amounts on the following dates per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. There shall be no other Pension Fund under this Agreement for operation under this Agreement.

Effective Date	3/11/12	3/09/13	3/09/14	3/09/15
Weekly Contribution	$193.10	$200.80	$208.80	$217.20

By the execution off this Agreement, the Company authorizes the Companys' Associations which are the 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.

If an employee is absent because of illness or off the job injury and notified the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the employee will be responsible for payment of the required contributions into the Pension Fund during the period of absence.

ARTICLE 18.
Funeral Leave

In the event of death in an employee's immediate family (employee's parents, spouse, children, brothers, sisters, employee's grandchildren present mother-in-law and father-in-law) the employee shall be entitled to be absent from work for a period of up to but not more than three (3) regular working days, when such absence is necessary to make arrangements for and attendance at the funeral. In the event of the death of an, current son-in-law, current daughter-in-law, the employee shall be entitled to be absent from work for one (1) day with pay, in order to attend the funeral of such deceased. In the event of the death of the employee's current brother-in-law or current sister-in-law the employee shall receive the day of the funeral off with pay. During such absence the employee shall be compensated by the Company at his straight time hourly classification rate for such regular working time lost. Such absentee compensation shall not be paid if the employee is on vacation when such funeral occurs. The employee must provide proof of the death to be compensated under the funeral leave.

Contract # 0114-10

COLLECTIVE BARGAINING AGREEMENT

by and between

BIMBO BAKERIES USA, INC
a Delaware corporation operating in Houston, TX

BIMBO BAKERIES USA

and

TEAMSTERS, FREIGHT, TANK LINES, AUTOMOBILE, HOSPITAL-HEALTH CARE, SALES DRIVERS, DELIVERYMEN, AND MANUFACTURING EMPLOYEES, TEAMSTERS LOCAL 988 of Houston, TX
Affiliated with the International Brotherhood of Teamsters

Loaders

RECEIVED
JUL 08 2014
CONTRACT DEPARTMENT

March 30, 2014 through March 31, 2018

AGREEMENT

This Agreement is between the Teamsters, Freight, Tank Lines, Automobile, Hospital-Health Care, Sales Drivers, Deliverymen, and Manufacturing Employees, TEAMSTERS LOCAL UNION No. 988 of Houston, Texas, Affiliated with the International Brotherhood of Teamsters and BIMBO BAKERIES USA, INC., a Delaware corporation operating in Houston, Texas, its successors and assigns, covering all employees hereinafter named in said county and city and all territory within the jurisdiction of the Local Union. The International Brotherhood of Teamsters is not a contracting party hereto.

ARTICLE 1
EMPLOYEES COVERED

Section 1 This Agreement shall cover all loaders at the Company's depot in Cleveland, TX. Any reference to gender in this Agreement will mean male or female.

Section 2 The Company recognizes the Union as the sole collective bargaining agent for the aforesaid classifications of groups and will make no contrary or other agreement therewith, but will adhere strictly to this Agreement.

Section 3 If additional help is needed in any job classification covered by this Agreement, the Company reserves the right to hire employees from whatever source the Company may see fit; however the Union will have equal opportunity to furnish such help. Newly hired employees shall be placed on a probationary period of ninety (90) calendar days during which period he/she may be discharged without further recourse to the grievance or discharge procedure. Upon completion of said probationary period, an employee's seniority reverts to the employee's last date of hire. Such ninety (90) calendar day probationary period may be extended by mutual consent of the Company and the Union.

Section 4 In the event the Company shall hire any person in any job classification covered by this Agreement, the Company will notify the Union by mail once each month of such fact, in order that the Union may by lawful means solicit his membership, such person not being required, however, to join the Union as a condition of employment.

This assurance is given by the Company in order to obviate the necessity of constant canvassing and investigation by the Union, and to assure compliance with the equal opportunity provision.

Section 5 Non-Discrimination Neither the Company nor the Union shall illegally discriminate against any individual because of his or her race, color, religion, sex, sexual orientation, age, disability, national origin, status as a veteran, as defined by law, with respect to opportunity or tenure of employment or any other right, benefit, duty or obligation created and/or protected by the provisions of this agreement. The use of the pronouns "he" or "she" and the suffixes "men" or "women" shall not be interpreted to apply to one sex, but shall apply to either sex.

the Company or the Union is correct with reference to the proper application and interpretation of this Contract, and the Arbitrator shall have no authority to change, amend or modify this Contract in any respect whatsoever.

Section 4 The cost of the Arbitrator (fees, per diems, etc.) and the cost of the facility or locations for hearing of grievances shall be divided equally between the Union and the Company.

Section 5 Costs incurred by either the Union or the Company in developing, preparing or presenting their case shall be theirs individually to pay.

Section 6 Either party may record the arbitration for their own use and record. The party requesting the service shall pay the court reporter. The Arbitrator must agree to any and all tape recordings or court reporting taking place during the hearings.

Section 7 Arbitration decisions shall become effective not later than fifteen (15) days from the date of receipt.

Section 8 The subject of any brief submitted on behalf of a party must be confined to the testimony and evidence presented at the hearing.

Section 9 In the event that the losing party fails to abide by the Arbitrator's decision, the other party shall have the right to take all economic or legal recourse.

ARTICLE 10
PENSION FUND

Section 1 Effective September 29, 2014, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the maximum sum of one hundred forty-eight dollars and eighty cents ($148.80) per week for each regular employee with forty-five (45) days or more of service.

Effective September 29, 2015, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the maximum sum of one hundred fifty-four dollars and eighty cents ($154.80) per week for each regular employee with forty-five (45) days or more of service.

Effective September 29, 2016, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the maximum sum of one hundred sixty-one dollars ($161.00) per week for each regular employee with forty-five (45) days or more of service.

Effective September 29, 2017, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the maximum sum of one hundred sixty-seven dollars and forty cents ($167.40) per week for each regular employee with forty-five (45) days or more of service.

Section 2 The Pension Fund must be approved by the Internal Revenue Service so as to insure the Company contributions thereto will be considered ordinary business

expenses in the tax year in which contributions are made. All documents incident thereto, must be drawn to conform to all Federal and State laws.

Section 3 The Company agrees to continue payments to Pension Fund in case of illness or on-the-job injury for a period not to exceed six (6) months.

Section 4 Eligible employees are permitted to participate in the Bimbo Bakeries USA Union Savings Plan ("Plan"). Effective June 1, 2014, the Company shall make no contributions or matching obligations.

Specific eligibility requirements and additional details regarding the Plan are described in the Summary Plan Description (the "SPD"), a copy of which shall be made available to the Union. Except as otherwise provided in this Article, nothing contained in this Agreement shall supersede the actual terms of the Plan and the Company has the right, at its sole discretion, to make changes to the Plan or SPD from time to time. In the event of a conflict between the terms of the Plan document and the SPD, the Plan document shall govern.

ARTICLE 11
HEALTH AND WELFARE

Section 1 The Company will provide eligible full-time bargaining unit employees with medical, dental and ancillary insurance benefits as identified below. Except as otherwise stated in this Article, employees are eligible for the identified benefits effective the first of the month following sixty (60) calendar days of employment.

The employee must maintain the minimum work requirement of one-hundred twenty (120) hours per month to be eligible for these benefits.

Employees on personal leave of absence who do not return to work before thirteen (13) weeks have lapsed will lose benefits. Employees on leave due to an industrial accident who do not return to work before twenty-six (26) weeks have lapsed will lose benefits.

Medical and dental benefits terminate on the last day of the month in which termination occurs. All other coverages terminate on the day immediately following the employee's last day worked.

Section 2 Medical Plan
During the term of this Agreement, the Company will provide eligible bargaining unit employees, their spouses and dependents with medical benefits. Eligible bargaining unit employees electing medical coverage will be provided benefits in accordance with the P324 medical plan.

Effective January 1, 2015, eligible employees electing medical coverage will be provided benefits in accordance with the B500 medical plan.

Section 3 Dental Plan
During the term of this Agreement, the Company will provide eligible bargaining

Letter of Agreement
Contract # 0206-11
Hastings

Teamsters Local Union 554 ("the Union") and Earthgrains Baking Companies, Inc. ("the Company") hereby agree as follows:

1) Route sales representatives (RSRs) that are utilized to sell/deliver Sara Lee Sweet Baked Goods (SBG) directly to customers (DSD service) shall be compensated using the following commission rates:

   - Full rack service & stale returns: 6.0%
   - Drop service & no returns: 3%
   - Vending: 3%

2) The Company retains right to serve Convenience stores, Dollar/Discounters and Drug customers SL SBG products using a Central Distribution Center (CDC) or Warehouse (WH) drop distribution method at any time regardless of previous distribution methods (for example, SL SBG products distributed on a DSD basis may be converted to CDC/WH drop with no future commission obligations). No commission will be paid for SL SBG products distributed in this manner. The Company will utilize Teamsters transport for delivery to CDCs or WHs where they currently originate from bakeries serviced by transport drivers; or customers may pick up at the Company's bakeries where such relationship exists. All applicable route guarantees set forth in the collective bargaining agreement would apply to business that transitions from DSD to CDC/WH drop.

3) Supermarkets and Mass Merchandisers (for example, Walmart and Target) will be served by DSD, not CDC/WH drop.

4) Club stores (for example, Costco, Sam's, BJ's) will continue to be served by RSRs where the relationship exists today at the commission rates set forth in Paragraph #1, above. The Company may serve Club stores by CDC or WH Drop within same parameters as Paragraph #2, above; provided that that the parties meet and confer and a determination is made that the Company will lose the business absent a transition to CDC or WH Drop. Such a determination will not be unreasonably withheld.

5) The parties agree to extend the November 7, 2010 through November 9, 2013 collective bargaining agreement for two (2) full years from the stated date of expiration or November 7, 2015, subject to the following terms:
   - The Company will meet all pension obligations set forth in the collective bargaining agreement.
   - The Company will maintain the health care options currently in place (MOB). Examples include:
     - For multiemployer health and welfare plans, the Company will increase its contributions up to a maximum of 10% each year of the extension and anything above will be borne by employees.
     - Employees making flat dollar H & W contributions will continue to do so at the last rate of the existing contract
     - Employees making percentage H & W contributions will continue to pay on a percentage basis, subject to annual change based on newly established rates

- Increases for employees paid on an hourly basis under this collective bargaining agreement shall be $.40/hr on November 10, 2013 and $.40/hr on November 9, 2014.

6) The parties agree that the Company will continue to contribute to the Central States Southeast and Southwest Areas Pension Fund for the duration of the Agreement, as provided in Article 29 of the Agreement.
   Contributions applicable to the extended period are as follows:
   Effective November 10, 2013 not more than $200.80 per week
   Effective November 10, 2014 not more than $208.80 per week

7) All other terms and conditions of the collective bargaining agreement unchanged by the terms of this Letter of Agreement shall remain in full force and effect.

It is so agreed on 3/18/13:

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

Contract #0820-35

AGREEMENT

Between

BIMBO BAKERIES USA, INC.
a Delaware Corporation
operating in Kenosha, Wisconsin

And

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
UNION LOCAL NO. 43

(Sales/Garage Mechanics)

RECEIVED
SEP 0 5 2014
CONTRACT
DEPARTMENT

MAY 11, 2014 – MAY 12, 2018

AGREEMENT

BIMBO BAKERIES USA, INC.
and
TEAMSTERS, CHAUFFEURS & HELPERS
UNION LOCAL NO. 43

THIS AGREEMENT made and entered into this 11th day of May, 2014, by and between Bimbo Bakeries USA, Inc., a Delaware corporation party of the first part, hereinafter called the "Company," and TEAMSTERS, CHAUFFEURS & HELPERS UNION LOCAL NO. 43, Racine, Wisconsin, affiliated with the International Brotherhood of Teamsters, party of the second part, hereinafter called the "Union," as sole bargaining agent for all route sales representatives, route riders, and garage mechanics, loaders and part-time loaders employed by the Company at its Kenosha, Wisconsin depot.

ARTICLE 1
UNION SECURITY

Subject to compliance by the Union with the provisions of the Labor Management Relations Act, as amended, and the Wisconsin Employment Relations Board Act, applicable hereto, 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 the continued employment by the Company in said unit 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 of this Agreement. Failure of any person to become a member of the Union at such required times shall obligate the Company, upon written notice from the Union to such effect and to the further effect that union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person.

ARTICLE 2
INDIVIDUAL AGREEMENT

It is further agreed between the parties hereto that no employee in the unit which is the subject of this Agreement will be asked or required to make any written or verbal agreement which may conflict with this Agreement.

Section 3.

The selection of a specific insurance carrier, provider, network or alliance will be at the Company's option and may be changed by the Company during the term of the Agreement. However, the level of benefits will remain unchanged during the term of the Agreement.

Section 4.

Employees who are laid off shall continue to be covered under the Health and Hospitalization Plan for the balance of the calendar month during which they are laid-off. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue all the insurance coverage while the employee is collecting sickness and accident benefits, up to twenty-six (26) weeks. If an employee is absent because of on- the-job injury, the Employer shall continue all the insurance coverage for a period of six (6) months. The employee is responsible for continuing to contribute his/her share of the insurance premium, on a timely basis, to maintain insurance coverage during the leave period.

ARTICLE 21
PENSION PLAN

Section 1. Effective May 1, 2014, the Employer shall contribute and pay to the Central States Southeast and Southwest Areas Pension Fund the sum of one hundred sixty-eight dollars and forty cents ($168.40) Effective May 1, 2015 the sum of one hundred seventy-five dollars and ten cents ($175.10) per employee per week. Effective May 1, 2016 the sum of one hundred eighty-two five dollars and ten cents ($182.10) per employee per week. Effective May 1, 2017 the sum of one hundred eighty-nine dollars and forty cents ($189.40) per employee per week.

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 or for operations under the Southeast and Southwest Areas contracts to which Companys who are party to this contract are also parties.

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

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.

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 ownerdriver 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 Company but not under the provisions of this contract, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

Section 2. In addition to the above mentioned payment to the Central States Southeast and Southwest Areas Pension Fund, the Company agrees to establish the Earthgrains Union 401K Plan as soon as reasonably possible following the 2001 negotiations. All other terms and conditions of the plan will be set forth in a document provided by the Company.

ARTICLE 22
SERVICING OF EQUIPMENT

All trucks and equipment shall be serviced and taken care of on the Company's time. In the event an employee feels that their equipment is unsafe to operate he/she shall notify his/her District Manager immediately. The District Manager and the employee shall assess the safety concern to determine if the equipment can be operated. If there is a dispute the sales manager or designee shall make a final determination on the safety of the equipment, based on the written recommendation of the mechanic. The Company will also maintain suitable heaters on all trucks.

ARTICLE 23
UNIFORMS

If the Company requires uniforms, the cost will be borne by the Company and the uniforms maintenance shall be required by the employees.

Bimbo Baking Companies – USA approved safety shoes are required to safeguard employees' wellbeing at work. Employees will be fully reimbursed for their first pair of safety shoes. New hires will be reimbursed after successful completion of their probationary period. Each calendar year thereafter, employees will be reimbursed for sixty (60) percent of the cost of approved safety shoes. Refer to Company policy.

CONTRACT #1010-32

DETROIT SALES AGREEMENT

BY AND BETWEEN

EARTHGRAINS BAKING COMPANIES, INC.,
a Delaware corporation operating in Detroit, MI
and OROGRAIN SALES COMPANY, INC.
AND

BAKERY SALESMEN, DRIVERS, WAREHOUSEMEN

AND HELPERS, LOCAL UNION NO. 51

October 13, 2012

to and including

March 25, 2017

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APR 24 2013

CONTRACT
DEPARTMENT

Memorandum of Agreement

Between

Orograin Bakeries Sales, Inc.

and

International Brotherhood of Teamsters Local 688

(Contract No. 7008-00)

June 27, 2013

After negotiating in good faith, the Company and the Union enter into this Memorandum of Agreement setting forth the terms of the new collective bargaining agreement between the parties, subject to ratification by the union membership. It contains an agreement that the Company and the Union bargaining committee fully recommend.

The following changed items are to be incorporated into the prior contract and a new contract prepared. Any provision of the January 18, 2009 through January19, 2013 agreement, which is not addressed below, shall be unchanged in the January 20, 2013 through January 21, 2017 agreement. This document encompasses all tentative agreements reached during negotiations. With the signing of the Memorandum of Agreement, the Union Bargaining Committee is recommending ratification of the Union membership.

1. Contract Duration:

   To extend for four (4) years to expire on January 21, 2017.

2. Change Company Name:

   Change all references to the Company name in contract to Orograin Bakeries Sales, Inc.

3. The Collective Bargaining Agreement will be updated so that "Company" is consistently used by replacing any references to Employer".

4. Amend ARTICLE 31. SALES MEETINGS

   Sales meetings for all Sales Representatives may be held at the discretion of the Employer. Such meetings to be at the plant or place designated by the Employer. The number of hours per year for all such meetings shall not exceed ten (10) hours per contract year except that this shall not be construed to prevent management from holding short meetings to be staggered for Sale

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CONTRACT DEPARTMENT

CONTRACT BETWEEN

TEAMSTERS LOCAL 957 General Truck Drivers, Warehousemen, Helpers, Sales and Service and Casino Employees

AND

BIMBO BAKERIES, USA

(Formerly Entenmann's Sales Company, Inc.)

JUNE 15, 2014 JUNE 17, 2017

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DEC 15 2014
CONTRACT DEPARTMENT

37.8.567

AGREEMENT

THIS AGREEMENT, made and entered into as of this 13th day of April, 2013 by and between **BROWNBERRY, a Unit of Arnold Foods Company, Inc.** hereinafter referred to as the **"COMPANY"** and **TEAMSTERS UNION LOCAL NO. 695, affiliated with the International Brotherhood of Teamsters,** Madison, Wisconsin, hereinafter referred to as the **"UNION."**

WITNESSETH:

WHEREAS, both parties are desirous of preventing strikes and lockouts and to maintain a uniform minimum scale of wages, hours and working conditions among the members of the Union, and concerns, individuals and corporations hiring and employing truck drivers, and to facilitate a peaceful adjustment of all grievances and disputes which may arise from time to time between the Company and his individual employees in the occupation above described, the following conditions are set forth:

ARTICLE 1 - RECOGNITION

1.01 The Company agrees to recognize the Drivers, Salesmen, Warehousemen, Milk Processors, Cannery, Dairy Employees and Helpers Union Local No. 695, as the sole bargaining representative in the matter of wages, hours and working conditions for all truck drivers, helpers and transport drivers, hereinafter referred to as employees, in the employ of the Company.

ARTICLE 2 - UNION SECURITY

2.01 All present employees covered by this Agreement who are members of the Union on the effective date of this provision shall remain in good standing as a condition of employment. All present employees who are not members of the Union on the effective date of this provision and all employees who are hired hereafter shall become and remain members of the Union in good standing as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this provision whichever is the later.

2.02 A new employee shall work under the provisions of this Agreement but shall be employed only on a 90-day trial period during which trial period he may be discharged at the discretion of the Company.

2.03 When the Company needs additional help, he shall give the Union equal opportunity with all other sources to provide suitable applicants but the Company shall not be required to hire those referred by the Union.

AGREEMENT

SAGINAW WELDING SUPPLY COMPANY

And

GENERAL TEAMSTERS LOCAL UNION NO. 406

March 25, 2013 to and including March 31, 2016

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APR 12 2013
CONTRACT
DEPARTMENT

THIS AGREEMENT, made and entered into this 25th day of March, 2013 by and between **Saginaw Welding Supply Company**, located at 5350 Davis Road, 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 805 Bridgeview South, Saginaw, Michigan, party of the second part, hereinafter termed the "Union".

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

WITNESSETH:

ARTICLE 1

RECOGNITION, UNION SHOP AND DUES

Section 1. The Employer recognizes and acknowledges that the 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 designated 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 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 on and after the thirty-first (31st) day 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.

Section 5. A new employee shall work under the provisions of this Agreement but shall be employed only on a thirty (30) day trial basis, during which period he may be discharged without further recourse; provided however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After sixty (60) days, the employee shall be placed on a regular seniority list. The Employer shall be granted an additional thirty (30) days probationary period upon request if agreed to by both the Union and the Employer. In case of discipline within the thirty (30) day period, the Employer shall notify

between the Union and the Employer as to whether "work performed" shall hold weight in the layoff and recall of employees.

Section 2. The Employer shall post a list of the employees arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment.

Section 3. An employee's seniority and all rights provided for in this agreement shall cease if the employee:

(1) Voluntarily quits.
(2) Is discharged for just cause.
(3) Continues on layoff status for a period in excess of twenty-four (24) months (for employees hired before October 31, 2004) or twelve (12) months or length of seniority, whichever is less (for employees hired after November 1, 2004).
(4) Is absent for three (3) consecutive days without properly notifying his/her immediate supervisor. Such separation will be considered a voluntary quit.
(5) Fails to report after expiration of a leave of absence unless such failure is excused by the Company.
(6) Is absent because of incapacity by reason of illness or on the job injury for a period of twenty-four (24) months or more, off-the-job injury for twelve (12) months or more.

If an employee classified as a truck driver fails to maintain a valid Commercial Driver's License (CDL) as prescribed by the Company and the Department of Transportation (DOT). Excluded is an employee who fails to maintain a valid CDL due to medical reasons only. This employee will be placed on an unpaid leave of absence of up to one hundred twenty (120) days during which time the employee is to obtain a valid CDL. While the employee is on the unpaid leave of absence as a result of a lack of a valid CDL due to medical reasons only, the employer will be permitted for a period of up to sixty (60) days to use a non-bargaining unit employee in a bargaining position until the Company hires an employee with a valid required CDL. This employee will fill the vacancy and will be placed in the bargaining unit after successfully completing the probationary period.

Section 4. In the event of a layoff, an employee so laid off shall be given seven (7) days notice of recall to work, mailed by certified mail to his last known address. The employee must indicate to Company management within four (4) working days by certified mail after receiving notice of recall whether or not he/she will return to work within seven (7) days of notification. In the event the employee fails to make himself available for work at the end of said seven (7) days, or fails to indicate to Company management by certified mail within four (4) working days whether or not he/she will return to work, he/she shall lose all seniority rights under this Agreement.

Section 5. A Steward shall be granted super seniority for layoff and recall purposes only and only if the Steward is immediately qualified to do the available work. However, only one (1) Steward shall have super seniority for such purpose.

Section 6. Any employee employed in a classification covered by this Agreement, who is or has been promoted or transferred to a non-unit position shall not accumulate seniority while he works in the non-unit position. It the employee is returned to a bargaining unit classification, he shall commence work in a job generally similar to the one he held at the time of his promotion or transfer and he shall maintain the seniority rank he had at the time of his promotion or transfer out of the unit. It is further understood that no temporary demotions in supervisory positions will be made during temporary layoffs.

ARTICLE 9

ABSENCE

Section 1. Any employee desiring a leave of absence from his employment shall secure written permission from the Employer, with a copy to the Union. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from the Employer. Providing false reasons for requesting a leave of absence shall be considered as just cause grounds for discharge. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. The employee must make suitable arrangements for continuation of Health and Welfare and pension payments before the leave may be approved. Any leave of absence taken shall be deducted from the vacation credits of the employee taking such leave.

Section 2. The Employer agrees to grant 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 for Union activities; due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

ARTICLE 10

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 violates or disregards 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.

Section 3. The authority of the Union Stewards shall be limited to acts or functions which said Stewards are expressly authorized to perform by the Executive Board of the Local Union.

ARTICLE 11

PICKET LINE

Section 1. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to enter upon any property involved in a primary picket line, including the primary picket lines at the Employer's places of business.

Section 2. Within five (5) working days of filing of grievance claiming violation of this Article, the parties to this Agreement shall proceed to the final step of the grievance procedure, without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding.

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 is on the regular seniority list, unless otherwise specified in Schedule "A" attached, a contribution of:

Effective April 1, 2013	$368.30 per week (Plan 756) MAX
Effective April 1, 2014	$405.75 per week (Plan 756) MAX
Effective April 1, 2015	$430.20 per week (Plan 756) MAX

All payments into the Michigan Conference of Teamsters Welfare Fund must be made 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 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.

Not withstanding 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.

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 will stop to both the employee and his family.

Additionally, the Employer agrees to pay into the Central States Southeast and Southwest Areas

scope of their authority.

ARTICLE 16

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. If not put to work employees shall be guaranteed two (2) hours pay at the rate specified in this Agreement.

ARTICLE 17

PAY PERIOD

All regular employees covered by this Agreement shall be paid in full every two (2) weeks. All other employees shall be paid at the end of their working period. Not more than fourteen (14) days shall be held from a regular employee. Each employee shall be provided with an itemized statement of gross earnings and all deductions made for any purpose. Payday shall be Wednesday of every other week for the hours worked in the preceding two (2) weeks. In case the Wednesday is a holiday payday shall be the day before.

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 obligations 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.

If there is any excess premium to be paid it shall be paid by the employee. Cancellations of a bond after once issued shall not be cause for discharge, unless the bond is cancelled for a cause which occurs during working hours, or is due to the employees having given a fraudulent statement in obtaining said bond.

ARTICLE 19

LOSS OR DAMAGES

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.

ORIGINAL

AGREEMENT

Between

ST. CLAIR SERVICE COMPANY
(Grain Division)

and

TEAMSTERS, AUTOMOTIVE, PETROLEUM AND ALLIED TRADES
LOCAL UNION NO. 50

RECEIVED
SEP 12 2011
CONTRACT
DEPARTMENT

September 1, 2011 – August 31, 2014

ARTICLES OF AGREEMENT

St. Clair Service Company
(Grain Division)

09/01/2011 – 08/31/2014

THIS AGREEMENT is made and entered into by and between ***ST. CLAIR SERVICE COMPANY (Grain Division)***, hereinafter called the Company, and/or its successors, and TEAMSTERS, AUTOMOTIVE, PETROLEUM AND ALLIED TRADES, LOCAL UNION NO. 50, Belleville, Illinois, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS or its successors, hereinafter called the Union.

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 deliverymen, warehousemen, production, and maintenance personnel but *EXCLUDING* the painter, all salesmen, office clerical and professional employees, guards and supervisors as defined in the National Labor-Management Relations Act, who are employed by Company at its facilities located at Belleville, Summerfield, Lenzburg and New Athens Illinois.

Section 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 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.

Section 4. The management of the plant and the direction of the working forces, including but not limited to the right to hire, promote, suspend, or discharge for just cause, to establish and maintain reasonable rules and regulations covering the operation of the Company plant and the conduct of its employees, to increase or decrease the working force, to alter, rearrange, change, extend, to change jobs or establish new jobs as required by the installation of new machinery or equipment or automation, to change operating procedures, to determine what constitutes good and efficient plant practices or operations, to determine the products to be stored or processed and to prescribe the schedules of production and the methods, processes and equipment used, shall be vested solely in the Company. Nothing in this Agreement shall be deemed to limit the Company in any way in the exercise of regular and customary functions of management, and all functions, powers or authority, which the Company has not specifically abridged, delegated, or modified by this Agreement will be recognized as being retained by the

ARTICLE XVI – PENSION

Section 1. Effective September 1, 2011, Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of One Hundred Two Dollars and Fifty Cents ($102.50) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective September 1, 2012, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of One Hundred Seven Dollars and Sixty Cents ($107.60) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective September 1, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of One Hundred Eleven Dollars and Ninety Cents ($111.90) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Section 2. This Fund shall be the Central States, Southeast, and Southwest Areas Pension Fund. There shall be no other pension fund under this contract for operations under this contract.

Section 3. 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 funds and to designate the Employer Trustees under such agreements, hereby waiving all notice thereof and ratifying all action already taken by such Trustees within the scope of their authority.

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

Section 5. Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this contract, including weeks when 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

Collective Bargaining Agreement

St Cloud Metropolitan Transit Commission and the Miscellaneous Drivers and Warehousemen's Union Local 638

EFFECTIVE OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2017

RECEIVED

MAR 10 2015

CONTRACT DEPARTMENT

COLLECTIVE BARGAINING AGREEMENT

AGREEMENT, effective the 1st day of October 2014, by and between St. Cloud Metropolitan Transit commission, a political subdivision of the State of Minnesota (hereinafter referred to as the "Employer" or "Metro Bus"), with offices located at 665 Franklin Avenue N.E., St. Cloud, MN 56304, and Miscellaneous Drivers Helpers and Warehousemen's Union Local No. 638, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union"), with offices located in Minneapolis, Minnesota.

WITNESSETH:

WHEREAS, the Employer, recognizes the Union as the exclusive bargaining representative of certain of its Operations Employees working for the St. Cloud Metropolitan Transit Commission in the St. Cloud Metropolitan transit area; and

WHEREAS, the parties have met and agreed upon the terms of a collective bargaining agreement concerning the wages, hours, and working conditions of such Employees and concerning the obligations between the parties hereto, and

WHEREAS, the Employer is a public body created for the purpose of providing the citizens of the cities of St. Cloud, Waite Park, Sauk Rapids, and Sartell with safe, courteous, and efficient transit service, and

WHEREAS, the Employees share in the responsibility of providing this service to the public,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE XIX - PENSION CONTRIBUTIONS

Classification A – Fixed Route Bus Drivers

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 completed 30 days employment. For each eligible Employee contributions shall be made for each week according to the following rates; $116.30 weekly effective 7-1-2014, $121.00 weekly effective 7-1-2015, and $125.80 weekly effective 7-1-2016.

Section 2. This fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. (For purposes of this Article, Social Security Contribution shall not be considered a pension contribution.) By the execution of this Agreement, the Employer, it's successors and assigns agree to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by Trustees within the scope of their authority. Contributions to the Pension Fund must be made on each Full-time and Husky Shuttle Employee, for each week the Employee shows earnings on the payroll except as provided below.

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. The Employer shall continue to pay the required contributions for a period of four weeks following any layoff due to a break in Husky Shuttle service. 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 are not required for any part-time employee who has not at any time reached a threshold of at least one-thousand (1000) hours in any fifty-two (52) week period of employment.

Classification B and C - Dial-a-Ride Drivers and Dispatcher

Section 1. The Employer shall make contributions to the Minnesota Public Employee Retirement Association (PERA) as required by Public Employers and in accordance with Minnesota State Statutes Chapter 353.

AGREEMENT

By and Between

ST. GERMAIN'S CABINET, INC.
5741 Old Highway 61
Duluth, MN 55810

and

TEAMSTERS GENERAL LOCAL UNION NO. 346
Duluth, Minnesota

May 1, 2014
through
April 30, 2017

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MAY 30 2014
CONTRACT
DEPARTMENT

AGREEMENT

By and Between

ST. GERMAIN'S CABINET, INC.
5741 Old Highway 61
Duluth, Minnesota 55810

and

TEAMSTERS GENERAL LOCAL UNION NO. 346

****

St. Germain's Cabinet, Inc., at Duluth, Minnesota, hereinafter referred to as the "Employer" and Teamsters General Local Union No. 346 of Duluth, Minnesota, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union," agree to the following terms and conditions of this contract.

ARTICLE 1.

RECOGNITION: Section 1. The Union shall be the sole representative of the unit composed of those classifications of employees covered by this Agreement in collective bargaining with the Employer in the Duluth glass branch. There shall be no discrimination or discharge of any employee because of Union affiliation.

Section 2. The Company shall have the sole jurisdiction over all the management rights and functions provided there shall be no conflict with the terms of this Agreement.

ARTICLE 2.

UNION SECURITY: Section 1. 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.

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 Local Union.

Section 2. The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees, and legal uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions, prior to the end of the month for which the deductions are 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. Check-off procedures and timing shall be worked out locally.

ARTICLE 3.

SAFETY EQUIPMENT & EXPENSES: No driver shall be required to drive a truck that does not comply with all state and city safety regulations.

All trucks shall be equipped with adequate heaters and adequate floor matting, and during the winter months, frost shields or defrosting devices for the safety of the drivers.

All employees whose hauls or road conditions necessitate their remaining away from their home terminal overnight shall receive food and lodging during such absence, in addition to the regular hourly wages.

ARTICLE 4.

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

ARTICLE 5.

GRANTING TIME OFF: Section 1. Absence: 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'

ARTICLE 28.

PENSIONS: Effective May 1, 2014, the Employer shall contribute to a pension fund the sum of two hundred eight dollars and sixty cents ($208.60) 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 Employer shall contribute to a pension fund the sum of two hundred twenty-one dollars and ten cents ($221.10) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective May 1, 2016, the Employer shall contribute to a pension fund the sum of two hundred twenty-nine dollars and ninety cents ($229.90) 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 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.

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.

ARTICLE 29.

FUNERAL LEAVE: An employee will be eligible for paid funeral leave of two (2) working days, or sixteen (16) hours. This leave will be granted for an absence due to death in an employee's family. "Employee's Family" shall be defined as and including spouse, children, step children, mother, father, mother-in-law, father-in-law, brother or sister, grandparents and grandchildren.

AGREEMENT

By and Between

ST. GERMAIN'S GLASS CO.
212 North 40th Avenue West
Duluth, MN 55807

and

GENERAL DRIVERS, DAIRY EMPLOYEES, WAREHOUSEMEN, HELPERS & INSIDE EMPLOYEES LOCAL UNION NO. 346
Duluth, Minnesota

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February 1, 2012
through
January 31, 2017

AGREEMENT

By and Between

ST. GERMAIN'S GLASS CO.

Duluth, Minnesota

and

GENERAL DRIVERS, DAIRY EMPLOYEES, WAREHOUSEMEN, HELPERS & INSIDE EMPLOYEES LOCAL UNION NO. 346

St. Germain's Glass Co., at 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, hereinafter referred to as the "Union", agree to the following terms and conditions of this contract.

ARTICLE 1.

RECOGNITION: Section 1. The Union shall be the sole representative of the unit composed of those classifications of employees covered by this Agreement in collective bargaining with the Employer in the Duluth glass branch. There shall be no discrimination or discharge of any employee because of Union affiliation.

Section 2. The Company shall have the sole jurisdiction over all the management rights and functions provided there shall be no conflict with the terms of this Agreement.

ARTICLE 2.

UNION SECURITY: Section 1. 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

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dependents.

Any decrease or increase above or below the agreed to amounts listed for below in Health & Welfare or Dental for the years 2013, 2014, and 2015, and 2016 will be added to or deducted from the wage.

	2013	2014	2015	2016
Health & Welfare	$.30	$.32	$.33	$.34
Dental	$.01	$.01	$.01	$.01
Total Package	$.31	$.33	$.34	$.35

By the execution of this Agreement, the Employer authorizes the Union/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 shall continue 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.

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

Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this article.

ARTICLE 28.

PENSIONS: The Employer's weekly pension contribution shall be the following listed below for each employee covered by this agreement who has been on the payroll for thirty (30) days or more:

Effective 02-01-12	Effective 02-01-13	Effective 02-01-14	Effective 02-01-15	Effective 02-01-16
$193.50	$201.20	$209.20	$217.60	$226.30

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.

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.

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 29.

FUNERAL LEAVE: An employee will be eligible for paid funeral leave of two (2) working days, or sixteen (16) hours. This leave will be granted for an absence due to death in an employee's family. "Employee's Family" shall be defined as and including spouse, children, step children, mother, father, mother-in-law, father-in-law, brother or sister, grandparents and grandchildren.

AGREEMENT

AMBASSADOR STEEL FABRICATION, LLC.

2015 - 2020

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AGREEMENT

AMBASSADOR STEEL FABRICATION, LLC.

2015 - 2020

THIS AGREEMENT, MADE AND ENTERED INTO AS OF THE 15TH DAY OF MARCH, 2015 BY AND BETWEEN AMBASSADOR STEEL FABRICATION,LLC. 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 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.

ARTICLE II - REPRESENTATION

SECTION 1. THE UNION SHALL HAVE ONE OF THE EMPLOYEES AS SHOP STEWARD ON EACH SHIFT. HE SHALL NOT HAVE AUTHORITY TO CALL ANY STRIKE OR WORK STOPPAGES. THE STEWARD SHALL BE THE FIRST MAN PUT TO WORK AND THE LAST MAN LAID OFF IN CONFORMITY WITH THE ARBITRATION AWARD DATED MARCH 16, 1956. THE UNION SHALL NOTIFY THE EMPLOYERS IN WRITING AS TO WHO THE UNION SHOP STEWARD IS.

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;

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 JULY 15, 2015 THE EMPLOYER SHALL CONTRIBUTE TO THE CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND THIS CONTRIBUTION SHALL BE FORTY FOUR DOLLARS AND NINETY CENTS ($44.90) PER EACH DAY, OR PART OF A DAY EITHER WORKED OR COMPENSATED, TO A MAXIMUM OF TWO HUNDRED TWENTY FOUR DOLLARS FIFTY CENTS ($224.50) PER WEEK, PER EMPLOYEE.

EFFECTIVE JULY 15, 2016 THE EMPLOYER SHALL CONTRIBUTE TO THE CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND THIS CONTRIBUTION SHALL BE FORTY SIX DOLLARS AND SEVENTY CENTS ($46.70) PER EACH DAY, OR PART OF A DAY EITHER WORKED OR COMPENSATED, TO A MAXIMUM OF TWO HUNDRED THIRTY THREE DOLLARS AND FIFTY CENTS ($233.50) PER WEEK.PER EMPLOYEE

EFFECTIVE JULY 15, 2017 THE EMPLOYER SHALL CONTRIBUTE TO THE CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND THIS CONTRIBUTION SHALL BE FORTY EIGHT DOLLARS AND SIXTY CENTS ($48.60)PER EACH DAY, OR PART OF A DAY EITHER WORKED OR COMPENSATED, TO A MAXIMUM OF TWO HUNDRED FORTY THREE DOLLARS ($243.00) PER WEEK, PER AMPLOYEE.

EFFECTIVE JULY 15, 2018 THE EMPLOYER SHALL CONTRIBUTE TO THE CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND THIS CONTRIBUTION SHALL BE FIFTY DOLLARS AND FIFTY CENTS ($50.50) PER EACH DAY, OR PART OF A DAY EITHER WORKED OR COMPENSATED, TO A MAXIMUM OF TWO HUNDRED FIFTY TWO DOLLARS AND FIFTY CENTS ($252.50) PER WEEK, PER EMPLOYEE.

EFFECTIVE JULY 15, 2019 THE EMPLOYER SHALL CONTRIBUTE TO THE CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND THIS CONTRIBUTION SHALL BE FIFTY TWO DOLLARS AND FIFTY CENTS ($52.50) PER EACH DAY, OR PART OF A DAY EITHER WORKED OR COMPENSATED, TO A MAXIMUM OF TWO HUNDRED SIXTY TWO DOLLARS AND FIFTY CENTS ($262.50) PER WEEK, PER EMPLOYEE.

IF THE CENTRAL STATES PENSION FUND ADOPTS AN HOURLY CONTRIBUTION RATE DURING THE TERM OF THIS CONTRACT, THE UNION HAS THE OPTION OF CHANGING TO AN HOURLY CONTRIBUTION RATE OR REMAINING WITH A WEEKLY CONTRIBUTION RATE.

THIS FUND SHALL BE THE CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. THERE SHALL BE NO OTHER PENSION FUND UNDER THIS CONTRACT FOR OPERATIONS UNDER THIS CONTRACT OR FOR OPERATIONS UNDER THE SOUTHEAST AND SOUTHWEST AREAS 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 OFMORE THAN SIX (6) MONTHS. IF AN EMPLOYEE IS GRANTED A LEAVE OF ABSENCE, THE EMPLOYER SHALL COLLECT FROM SAID EMPLOYEE, PRIOR TO THE LEAVE OF ABSENCE BEING EFFECTIVE SUFFICIENT MONEYS TO PAY THE REQUIRED CONTRIBUTIONS INTO THE PENSION FUND DURING THE PERIOD OF ABSENCE.

IN THE EVENT ANY EMPLOYER IS DELINQUENT IN PAYMENT OF HIS CONTRIBUTIONS TO THE PENSION FUND, THE MATTER SHALL BE REFERRED TO THE UNION PRESIDENT, OR HIS DESIGNATED REPRESENTATIVE, REPRESENTING THE UNION, AND AN OFFICER OF THE COMPANY OR HIS DESIGNATED REPRESENTATIVE.

AN ATTEMPT SHALL BE MADE TO ADJUST THE MATTER WITHIN TWO (2) WEEKS AFTER THE UNION REPRESENTATIVE HAS ADVISED THE COMPANY REPRESENTATIVE SUCH A DELINQUENCY EXISTS.

IN THE EVENT THE TWO REPRESENTATIVES CANNOT CORRECT THE DELINQUENCY TO THEIR MUTUAL SATISFACTION WITHIN THE STATED TWO (2) WEEK PERIOD, THE UNION SHALL BE FREE TO TAKE SUCH ACTION AS IT DEEMS NECESSARY UNTIL SUCH DELINQUENCY PAYMENTS ARE MADE, AND IT IS FURTHER AGREED THAT IN THE EVENT SUCH ACTION IS TAKEN, THE EMPLOYER SHALL BE RESPONSIBLE TO HIS EMPLOYEES FOR LOSSES RESULTING THERE FROM.

ARTICLE XXI - MOONLIGHTING

SECTION 1. THE PARTIES HAVE NEGOTIATED AND AGREED UPON THE PROVISIONS OF THIS ARTICLE IN FURTHERANCE OF THEIR BELIEF THAT WORK EFFICIENCY IS IMPAIRED BY EMPLOYEES MOONLIGHTING AND THAT THE SAFETY OF PERSONS AND PROPERTY IS IN DANGER WHENEVER PERSONS UNDERTAKE TO WORK AT MORE THAN ONE JOB ON THE SAME DAY OR DURING THE SAME WEEK.

SECTION 2. IT IS THEREFORE UNDERSTOOD AND AGREED THAT NO PERSON SHALL BE EMPLOYED FOR THE PERFORMANCE OF WORK COVERED BY THIS LABOR CONTRACT OR CONTINUED IN SUCH EMPLOYMENT IF HE HAS OR ACQUIRES REGULAR OR PART-TIME EMPLOYMENT EITHER WITH ANOTHER EMPLOYER IN ANY CAPACITY OR WITH THIS EMPLOYER IN A TYPE OF WORK NOT COVERED BY THIS AGREEMENT.

SECTION 3. CONSISTENT WITH THE OBJECT AND PURPOSES EXPRESSED IN SECTION 1 ABOVE, THE PARTIES MAY, BY MUTUAL AGREEMENT EVIDENCED BY A WRITTEN LETTER OR DOCUMENT, MAKE EXCEPTIONS TO THE PROVISIONS OF THIS ARTICLE IN SPECIFIC CASES CONSIDERED BY THEM TO MERIT AN EXCEPTION.

ARTICLE XXIV - TERMINATION OF AGREEMENT

THIS AGREEMENT SHALL BE IN FULL FORCE AND EFFECT FOR THE PERIOD FROM MARCH 15, 2015 THROUGH MARCH 14, 2020. SIXTY (60) DAYS WRITTEN NOTICE PRIOR TO SAID EXPIRATION DATE SHALL BE GIVEN BY EITHER PARTY TO THE OTHER OF ANY DESIRE TO CANCEL OR AMEND THIS AGREEMENT. IN THE ABSENCE OF SUCH NOTICE, THIS AGREEMENT SHALL BE AUTOMATICALLY RENEWED FOR THE PERIOD OF AN ADDITIONAL YEAR.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED ON THE DATE NOTED IN THE PREAMBLE.

AMBASSADOR STEEL FABRICATION, LLC.

Redacted by U.S. Department of the Treasury

CONSRTUCTION, BUILDING MATRRIAL 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

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BY Redacted by U.S. Department of the Treasury

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COLLECTIVE BARGAINING AGREEMENT

between

ST. LOUIS MOTOR CAR COMPANY, L.L.C.
d/b/a CLAY COOLEY TOYOTA OF HAZELWOOD

and

AUTOMOTIVE, PETROLEUM AND ALLIED
INDUSTRIES EMPLOYEES UNION,
LOCAL 618

2014 - 2017

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DEPARTMENT

COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

THIS AGREEMENT, made and entered into, effective the 1st day of August, 2014, by St. Louis Motor Company, L.L.C. d/b/a Clay Cooley Toyota of Hazelwood, hereinafter "the Employer," and the Automotive, Petroleum and Allied Industries Employees Union, Local 618, hereinafter "the Union".

In the application or interpretation hereof, the Agreement between the Employer and the Union shall be conclusive and binding on all persons affected by this Collective Bargaining Agreement. Individual employer differences settled between the Employer and the Union shall be conclusive and binding only on all persons affected at that dealership.

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Employer and the Union representing its employees.

ARTICLE 1

CONDITIONS OF EMPLOYMENT--ALL CLASSIFICATIONS--ALL EMPLOYEES

Section 1.1. RECOGNITION. The Employer recognizes the Union as the sole bargaining agent for the employees under its jurisdiction. It is further agreed that no other labor organization or group of employees shall be recognized in any form for any purpose respecting collective bargaining. The Employer agrees that all duties coming under the jurisdiction of or specified in this Contract shall be performed only by members of the bargaining unit.

The bargaining unit is defined to include those employees covered by the job classifications listed in Article 21 and work directly relating to such operations.

Section 1.2. UNION SECURITY. It is understood and agreed by and between the parties hereto that as a condition of employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union, and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the thirty-first (31st) day following the execution date of this Agreement. The failure of any persons to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain their Union membership 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 and grandchildren of the dealers and owners perform bargaining unit work, not to exceed one year for training purposes, and are not subject to this Agreement.

Section 24.2. In the event of the passage of national or state health insurance legislation which substantially, materially affects the benefits provided by the Automotive, Petroleum and Allied Industries Health and Welfare, Dental and Vision Fund or the total cost to the Employer or employees of providing such welfare benefits (including any new or increased taxes for that purpose), either party may reopen this Agreement upon sixty (60) days' written notice to the other for the purpose of negotiating new or revised welfare and/or wage provisions to reflect such changed conditions. If the parties cannot agree on a resolution of their differences, they shall either submit their dispute to final offer (baseball type) arbitration by mutual agreement at that time or, if both parties are not mutually agreeable to arbitration under those conditions then, notwithstanding the provisions of Section 6.1, the parties shall be free to use all lawful, economic recourse to settle such dispute.

ARTICLE 25

ACT OF GOD

Section 25.1. Should circumstances occur that totally interrupt the Employer's service operation and/or body shop operation, the Employer shall not be liable to the employees of the service operation and/or body shop operation for guaranteed wages beyond the time of said interruption.

The Employer shall make every reasonable effort to re-establish normal service and/or body shop operations as soon as possible.

ARTICLE 26

401(K) PLAN

Section 26.1. The Association will maintain a defined contribution retirement plan as described in Section 401(k) of the Internal Revenue Code pursuant to which employees of the Association's member employers who are covered by this Agreement may participate in accordance with its terms and conditions. The Association shall be the Administrator and the Sponsor of the Plan and shall be responsible for its operation and shall take all actions necessary to ensure that the Plan is operated in accordance with applicable law and may amend or modify its terms as it determines appropriate. No matter respecting such Plan or any differences arising thereunder shall be subject to the grievance procedure of this or any other labor agreement. All reasonable expenses incurred in connection with the administration of the Plan and its related Trust shall be paid for from its assets. The Association Plan will feature immediate vesting of all employee contributions.

The Employer can use its 401(k) plan or move to the Association Plan.

All 401(k) contributions made by the Member should be in the possession of the St. Louis Auto Dealers' Association on or before the fifth (5th) working day of the month following the month that the contributions were made.

ARTICLE 27

MANAGEMENT RIGHTS

Section 27.1. The Union recognizes all management functions, rights, powers and authority which the Employer has not specifically and clearly limited or abridged by this Agreement as being solely and exclusively belonging to the Employer, including, but not limited to, and by way of example, the management, direction and control of the Employer's business, operations, locations, relocation and operation of its repair facilities, or any part thereof; to determine and from time to time redetermine the nature of work to be performed and the services to be rendered, and the means and schedules thereof; to determine the suppliers or sources of materials, parts, components; the direction of the working forces, including, but not limited to, the right to hire, promote, transfer, suspend, demote, discipline or discharge, for just cause; to subcontract work; to control costs and otherwise ensure the efficient and proper operation of the Employer's business, equipment and facilities. These rights are all vested in the Employer, provided, however, that the exercise of such management's rights are not abrogated by other specific provisions of this Agreement.

ARTICLE 28

NOTICE OF TRANSFER

Section 28.1. The Employer agrees to notify the Union no later than seven (7) days subsequent to the completion of a contract to transfer the total ownership of the Employer's franchise.

ARTICLE 29

TERMINATION

Section 29.1. The terms between the parties to this Agreement shall be effective August 1, 2014, and shall be in effect through September 30, 2017, but shall automatically renew itself unless either party hereto shall give notice to the other party of desire to revise, amend or terminate this Agreement sixty (60) days before the expiration date hereto provided; that all non-economic terms of the prior agreement are continued into effect until such date.

AGREEMENT

Between:

ST. MARYS TRUCKING COMPANY

And:

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 908

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Effective: June 30, 2013

Through: June 25, 2016

WITNESSETH:

THIS AGREEMENT made and entered into by ST. MARYS TRUCKING COMPANY, INC., hereinafter referred to as the "EMPLOYER", and TEAMSTERS LOCAL UNION NO. 908, of Lima, Ohio, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "UNION", agree to be bound by the terms and conditions of this Agreement for the period June 30, 2013 through June 25, 2016.

ARTICLE 1

SCOPE OF AGREEMENT

Section 1: General

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 by the employees within the classifications defined and set forth in this Agreement.

The term "EMPLOYEE" as used in this Agreement shall include all drivers and mechanics.

In the event the Company decides to do the maintenance on their equipment with bargaining unit employees, the Company shall negotiate with the Union on the terms and conditions of the job.

Section 2: Non -Covered Units

This Agreement shall not be applicable to those operations of the Employer where the employees have not designated a signatory Union as their collective bargaining agent.

It is specifically understood and agreed that the Employer may utilize Brokers or Independent Contractors to supplement the work force on a temporary basis only.

ARTICLE 2

RECOGNITION, UNION SHOP & CHECK -OFF

Section 1:

A. The Employer recognizes and acknowledges that the signatory Local Union affiliated with the International Brotherhood of Teamsters 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.

Subject to Article 1, Section 2 (Non -Covered Units), this provision shall apply to all present over -the -road and local cartage operations and terminals of the Employer.

ARTICLE 38

HEALTH AND WELFARE AND PENSION BENEFITS

Effective November 3, 2013 the Employer will contribute to the Ohio Conference of Teamsters & Industry Health and Welfare Fund (the "Fund") for Plan 5B the following:

Weekly Contribution Rates:

11/3/2013	2/23/2014	3/1/2015
$246.00	$273.00	$294.00

Weekly Co-Pay:

11/3/2013	2/23/2014	3/1/2015
$35.00	$57.50	$67.50

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 receives compensation in accordance with the provisions of this Agreement shall be considered a day worked, and the full contribution for that week shall be due and payable.

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 actions 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.

Notwithstanding anything to the contrary in this Agreement, the Employer agrees that in the event in its delinquent in the payment of its contribution 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.

If at any time during the term of this Agreement, or any renewal or amendment thereof, there shall be enacted any federal or state law or regulation requiring the Employer to secure, provide, or pay for welfare or insurance benefits or coverage of the type being provided by the Fund, it is understood that the plan of benefits provided by the Fund may have to be varied in compliance with such law or regulations. If such law or 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.

The Employer will pay up to an additional one thousand dollars ($1,000.00) towards the out of pocket limit after the employee has paid out the first one thousand dollars ($1,000.00) per year.

Effective June 30, 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 and every employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective June 30, 2014 the sum shall be increased to one hundred forty-three dollars and sixty cents ($143.60) per week for each and every employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective June 30, 2015, the sum shall be increased to one hundred forty-nine dollars and thirty cents ($149.30) per week for each and every employee covered by this Agreement who has been on the payroll thirty (30) days or more.

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

If 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 may pay to the OHIO CONFERENCE OF TEAMSTERS & INDUSTRY HEALTH AND WELFARE FUND AND CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, sufficient monies to cover the period of absence. Said contributions are payable prior to the leave of absence being effective.

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 equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation.

These Funds shall be the Ohio Conference of Teamsters & Industry Health and Welfare Fund and the Central States Southeast and Southwest Areas Pension Fund. There shall be no other Health and Welfare and Pension Funds under the 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 to such Funds, and to designate 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.

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.

ADDENDUM TO CENTRAL STATES AREA TANK TRUCK AGREEMENT
COVERING THE PERIOD FROM
NOVEMBER 15, 2011 THROUGH NOVEMBER 14, 2014

This addendum shall be attached to and become a part of the Central States Area Tank Truck Agreement referred to above. If any Article or paragraph of the Addendum conflicts with the above mentioned Tank Truck Agreement, that Article or paragraph shall supersede the terms and conditions as set forth in the Tank Truck Agreement.

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ARTICLE 2. UNION SHOP AND DUES

Section 2.2

Change the first two paragraphs to read as follows:

Any new employee must work thirty (30) cumulative work days within any ninety (90) calendar day period and upon completion thereof, shall be considered a regular employee and placed on the seniority list. Such employee's seniority date for all purposes shall be established as of the first day worked in such ninety (90) calendar day period in which he meets the requirement aforementioned.

It is further mutually understood that any employee who shall work a total of fifty-five (55) work days within any twelve (12) month period shall also accrue seniority under the provisions of this article and in such instance his or her seniority date for all purposes shall be thirty (30) work days back from the day he or she works their fifty-fifth (55th) work day.

Hours worked by non-seniority employees when replacing seniority employees who are not available for work shall not count as hours of work for the purpose of meeting either the 30 days or 55 day requirement in the preceding two paragraphs.

The Employer shall make payments to the Health and Welfare and Pension Fund for every employee who has completed his probationary period.

In case of discipline during the probationary period the Employer shall notify the Local Union in writing.

ARTICLE 21. SAFETY

In addition to the language in the Tank Truck Agreement, add the following:

The Companies shall endeavor to correct any unsafe conditions on loading platform where a driver is required to load his own load.

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one (1) weeks notice to the Employer in writing.

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 ten (10) hours referred to above. Holiday work performed on a carry-over shift during the regular work week shall be paid for at the regular rate of pay.

ARTICLE 28. HEALTH AND WELFARE BENEFITS

The employer shall contribute to the Central States Southeast and Southwest Areas Health and Welfare Fund for the "New" T/A Plan, for each week a regular employee covered by this agreement works, as follows: effective 11/13/11, $235.70 per week, effective 01/01/12, $254.30 per week, effective 11/11/12, $268.30* per week, effective 11/17/13, $282.30*per week.

***The contribution rate effective November 15, 2012 and November 15, 2013 shall not exceed the rates listed above.**

ARTICLE 29. PENSIONS

"The Pension Fund" shall be Central States, Southeast and Southwest Areas Plan 17B Pension Fund. Employer shall contribute to the Pension Fund, for each week a regular employee covered by this agreement works, as follows: effective 11/13/11, $182.20 per week, effective 11/11/12, $193.10 per week, effective 11/17/13, $200.80 per week.

In addition to the language in the Tank Truck Agreement, add the following:

The Employer and the Union hereby agree that the pension contributions called for by this Agreement shall be and remain a tax deductible item for the Employer. In the event that the Internal Revenue Service by appropriate action makes a determination that the contributions to the Central States, Southeast and Southwest Areas Pension Fund are nondeductible to the Employer, then, in that event only, the contributions specified in this Agreement will, from that day forward, be deposited in to an escrow account and the Local Union and the Employer shall immediately begin negotiations on the formation of a new pension plan to which contributions by the Employer will be tax deductible.

ARTICLE 36. COST OF LIVING

Delete complete article.

COLLECTIVE BARGAINING AGREEMENT

SAPUTO CHEESE USA
FOND DU LAC (Scott Street)

Plant Production and Maintenance

with

TEAMSTERS LOCAL UNION 200

November 1, 2010

through

October 31, 2015

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This Agreement, made and entered into between Saputo Cheese USA, Inc. 45 East Scott Street, Fond du Lac, Wisconsin, hereinafter referred to as the "Company" and the Teamsters "General" Local Union No. 200 - Fond du Lac, Wisconsin, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

ARTICLE 1: SCOPE OF AGREEMENT - RECOGNITION

A. This Agreement covers all employees of the Company working at the Fond du Lac Plant, 45 East Scott Street, Fond du Lac, Wisconsin, who are within the jurisdiction of the Union working on jobs hereinafter classified and described in the wage schedule.

B. The Company agrees to recognize, and does hereby recognize the Union, its agents, representatives, or successors, as the exclusive bargaining agency for all production and maintenance employees of the Company at its Fond du Lac, Wisconsin plant, but excluding office clerical employees, lab employees, field representatives, professional employees, guards, managerial employees, cheese makers, and all other supervisors, as defined in the National Labor Relations Act as amended.

C. Union and Company agree that they will not sponsor, promote, financially or otherwise, any group or organization for the purpose of undermining one another; nor will they discriminate against any employee relative to employment or Union membership.

ARTICLE 2: UNION SECURITY

A. All present employees who are members of the Union on the effective date of this Article shall remain members of the union in good standing as a condition of continued employment. All presently eligible employees who are not members of the Union, and all eligible 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 Article, whichever is the later, become and remain members in good standing of the Union as a condition of employment.

B. Should any member of the Union be suspended or expelled from the Union, the Company agrees to discharge such person within seven (7) days after receiving written due notice from the officials of the Union; provided, however, that such discharge shall not contravene the provisions of the Labor Management Relations Act as amended. The Union will hold the Company harmless against any damages, which it may sustain as a result of implementation of the provisions of this paragraph.

The Union further agrees that suspension or expulsion will not occur for any reason other than specified in the International Brotherhood of Teamsters, Constitution ART. 2, Section 1-4.

ARTICLE 3: PROBATIONARY EMPLOYEES

A new employee shall work under the provisions of this Agreement, but shall be employed only on a thirty (30) calendar day trial basis, or one like extension of thirty (30) days, which may be extended by mutual agreement, during which period they may be discharged at the sole discretion of the Company without further recourse. After the probationary period, the Company shall notify the Union, in writing.

3. Layoff–for a period of one (1) calendar month.

4. Compensable on-the-job injury or illness–for a period of twelve (12) calendar months.

5. Military Leave–for a period of one (1) calendar month, provided that such leave shall be prior to the date on which the employee enters the military service, and there shall be no insurance coverage after the commencement of such military service by the employee.

6. In case of the accidental death of an employee while on the job, the Company shall continue health and welfare benefits for the surviving spouse and family (if applicable) for a period of one (1) year after the mishap.

ARTICLE 33: WAGES

Starting date to 6 months - 90% of full rate
Over 6 months of service - See Schedule A

ARTICLE 34: SHIFT PREMIUM

Any employee working between the hours of 6:00 P.M. of one day and 6:00 A.M. of the following day shall be paid a premium of thirty-five cents ($.35) for each hour worked between 6:00 P.M. and 6:00 A.M.

ARTICLE 35: COST OF LIVING

The Cost of Living clause shall be inoperative during the life of this Agreement.

ARTICLE 36: PENSION

Effective November 1, 2010 the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of sixty-two dollars and sixty cents ($62.60) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. The amount will be increased to sixty-seven dollars and sixty cents ($67.60) on November 1, 2011, seventy-three dollars ($73.00) on November 1, 2012, and seventy-eight dollars and eighty cents (78.80) on November 1, 2013 and eighty-five dollars and ten cents ($85.10) on November 1, 2014. Trustees cannot request additional increases for the term of the agreement.

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

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

Pension contributions will be remitted to the Central States Pension Fund on behalf of all eligible employees after they have been on the Company's payroll for thirty (30) calendar days. Contributions 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 by the Company, but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund.

All contributions to the pension Fund shall be strictly applied in accordance with, and limited by, the applicable provisions of Article 36 of this Agreement.

Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph. Action for delinquent contributions may be instituted by either the Local Union, the Area Conference, or the Trustees. Companies who are delinquent must also pay all attorneys' fees and costs of collection.

The Company agrees to maintain a qualified 401(k) savings plan without a Company match effective May 1, 2011 through the term of this agreement. Employees shall at all times be subject to the eligibility rules for said plan and the plan document shall control in the event of a conflict with this language.

ARTICLE 37: SEPARABILITY SAVINGS AND DEFINITIONS CLAUSE

A. Should any Article (or part thereof) of this Agreement become invalid by any changes in the present law, the balance of the Articles (or part thereof) shall not be affected thereby.

In the event that any Article (or part thereof) of this Agreement is held invalid as set forth above, the parties shall enter into immediate collective bargaining (negotiation) for the purpose of attempting to arrive at a mutually satisfactory replacement for said Article.

B. Definitions, etc., except where the context of a provision of this Agreement clearly indicates otherwise, the following definitions shall govern:

1. All words herein in the singular number shall extend to and include the plural. All words used in the plural number shall extend to and include the singular. All words in any gender shall extend to and include genders.

C. Non-Discrimination. Neither the Company nor the Union shall discriminate against any individual because of race, religion, color, age, sex, handicap, or national origin, with respect to the opportunity for tenure of employment, or any other right, benefit, duty or obligation created and/or protected by the provisions of this Agreement.

Whenever, in this Labor Agreement, "man", "men", or their related pronouns may appear, either as words or as parts of words, they have been used for literary purposes, and are meant in their generic sense (i.e., to include all humankind–both female and male sexes).

Further, the Company and union agree to comply with the pertinent provision of the rehabilitation act of 1973, as amended by the Vietnam Veterans Act and the applicable exocutive orders governing discrimination in employment.

COLLECTIVE BARGAINING AGREEMENT

by and between

SARGENT'S EQUIPMENT & REPAIR SERVICE, INC.

and

TEAMSTERS LOCAL UNION NO. 731

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affiliated with the

International Brotherhood of Teamsters

effective

July 15, 2010 to July 14, 2014

Corrected CBA

37.8.608

SARGENT'S EQUIPMENT & REPAIR SERVICES, INC. AGREEMENT

This Agreement made and entered into at Chicago, Illinois as of the 14th day of July 2010, by and between Sargent's Equipment & Repair Services, Inc, (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

Section 1. It is the intent and purpose of the parties to this Agreement to promote harmony between the EMPLOYER, its Employees and the UNION, and to increase the efficiency of the EMPLOYER to the end that the Employees and the EMPLOYER may mutually benefit, and the provide procedure for the prompt, peaceful, and equitable adjustment of differences which may arise from time to time between the EMPLOYER and the UNION, or between the EMPLOYER and any Employee covered by this Agreement, so that there shall be no interference with production during the life of this Agreement.

ARTICLE II - RECOGNITION

Section 1. **Coverage of Agreement.** The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for all production, maintenance, shipping and receiving room Employees with regard to wages, hours and other conditions of employment, excepting that the provisions of the Agreement shall not apply to office and clerical Employees, guards, and professional and supervisory Employees as defined in the Labor Management Relations Act of 1947, as amended.

Sec. 2. **Union Security.** It shall be a condition of employment that all Employees of the EMPLOYER covered by this Agreement who are members of the UNION in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on 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. The failure of any Employee to become a member of the UNION at such required times shall obligate the EMPLOYER, upon written notice from the UNION to such effect that the Union membership was available to such Employee on the same terms and conditions generally available to other members, to forthwith discharge such Employee. Further, this failure of any Employee to maintain his/her Union membership in good standing as required herein, shall, upon written notice to the EMPLOYER to such effect, obligate the EMPLOYER to discharge such Employee.

Sec. 6. When a vacancy exists or a new job is created, an Employee who has completed his/her probationary period shall have the right to bid for such job, and the EMPLOYER shall assign the job to the Employee who has the greatest seniority and in the judgment of the EMPLOYER has the ability and competence to perform the work.

The EMPLOYER shall post all job openings on the bulletin board for three (3) days. When skills, qualifications, and physical ability to do the required job are in the opinion of the EMPLOYER, substantially equal among the applicants, seniority shall control the selection of the Employees to fill the job openings.

Sec. 7. The EMPLOYER shall have the right to discharge any Employee where such Employee reports for work, or while on the premises, or during working hours, partakes of, or comes under the influence of liquor or narcotics, or commits a criminal act. Repeated absenteeism or tardiness shall be cause for discharge upon appropriate notice to the Employee and to the UNION.

ARTICLE XIV - PENSION

Section 1. On July 15, 2010, the EMPLOYER shall make a contribution in the amount of $38.90 each week to Central States, Southeast and Southwest Area Pension Fund on behalf of each regular Employee covered by the Central States, Southeast and Southwest Area Pension Plan, who has been employed for thirty (30) days or more and performs any work in such week. Effective July 15, 2011, the rate shall be Forty Two Dollars ($42.00) per week. Effective July 15, 2012, the rate shall be Forty Five Dollars Forty Cents ($45.40) per week. Effective July 15, 2013, the rate shall be Forty Nine Dollars ($49.00) per week. Effective July 15, 2014, the rate shall be Fifty Two Dollars Ninety Cents ($52.90) per week.

ARTICLE XV - HEALTH AND WELFARE

Section 1. The EMPLOYER shall contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund the amount required for Benefit Plan (specific Plan) for each Employee performing work covered under this Agreement who has been on the payroll for thirty (30) calendar days.

Effective September 1, 2010, the EMPLOYER shall contribute the sum of Two Hundred Twenty Two Dollars and Seventy Five Cents ($222.75) per week for each Employee. Effective September 1, 2011, the EMPLOYER shall contribute the sum of Two Hundred Forty Dollars ($240.00) per week for each Employee. Effective September 1, 2012, the EMPLOYER shall contribute the sum of Two Hundred Sixty One Dollars and Twenty Five Cents ($261.25) per week for each Employee.

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.

LABOR AGREEMENT

BETWEEN

SCHNUCK MARKETS, INC.

AND

TEAMSTERS UNION, LOCAL NO. 688
Affiliated with the International
Brotherhood of Teamsters

GROCERY/FRESH WAREHOUSES

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&
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July 11, 2010 - July 9, 2017

AGREEMENT

THIS AGREEMENT, dated as of the 11th day of July 2010, by and between SCHNUCK MARKETS, INC., "Company", Party of the First Part, and TEAMSTERS LOCAL UNION NO. 688, affiliated with the International Brotherhood of Teamsters, or its successors, "Union" Party of the Second Part, is for the purpose of establishing rates of pay, wages, hours of work and conditions of employment to be observed between the parties hereto.

NEGOTIATIONS

Section 1. The undersigned Company and the Union agree to be bound by all of the terms and provisions of this Agreement.

Section 2. Except for those understandings attached hereto as Supplemental and Secondary Agreements-Agreed to Conditions and Interpretations and Maintenance of Standards, no understandings or interpretations as to the meaning, application or enforcement of any provisions of this Agreement shall be binding upon either the Company or the Union unless and until signed by the Company and by the Union.

Section 3. Both the Union and the Company reserve the right, that within six (6) months after the signing of this Agreement, to add to the list of the Supplemental and Secondary Agreements-Agreed to Conditions and Interpretations. Any disagreements between the Union and the Company with respect to this matter shall be subject to the grievance procedure.

Section 4. The Company further agrees to participate in negotiations of any modifications or renewals of this Agreement.

ARTICLE I

RECOGNITION

Section 1. The term "Employee" as used in this Agreement shall include all employees engaged in the handling of merchandise in the shipping, receiving, storing and warehousing thereof, including warehouse equipment maintenance department Employees and Casual Employees, and shall exclude all other employees, including, but not by way of limitation, supervisors, office and clerical employees.

Section 2. The Company will neither negotiate nor make collective bargaining agreements for any of the Employees covered by this Agreement unless it be through duly authorized representatives of the Union.

Section 3. The 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. The Union agrees that it will not sponsor or promote, financially or otherwise, any group or organization for the purpose of undermining the Company.

PENSIONS

Section 1. The Company may substitute Teamster Negotiated Plan for the Central States Pension Plan provided that the benefits of such Negotiated Plan for each covered employee will be no less than if coverage of such employee had been continued under the Central States Pension Plan. Until such substitution is effected, Section 2 of this Article shall apply.

Section 2. The Company will continue to contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of two hundred thirty-two dollars ($232.00) per week [effective July 11, 2010, two hundred fifty dollars and sixty cents ($250.60) per week, effective July 1, 2011, two hundred seventy dollars and seventy cents ($270.70) per week, effective July 1, 2012, two hundred ninety-two dollars and forty cents ($292.40) per week, effective July 1, 2013, three hundred fifteen dollars and eighty cents ($315.80) per week, effective July 1, 2014, three hundred thirty-eight dollars ($338.00) per week] for each regular employee hired before November 3, 2005.

Section 3. The Company will contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of eighty-five dollars ($85.00) per week [effective July 11, 2010, ninety-one dollars and eighty cents ($91.80) per week, effective July 1, 2011, ninety-nine dollars and ten cents ($99.10) per week, effective July 1, 2012, one hundred and seven dollars ($107.00) per week, effective July 1, 2013, one hundred and fifteen dollars and sixty cents ($115.60) per week, effective July 1, 2014, one hundred and twenty-four dollars and eighty cents ($124.80) per week, effective July 1, 2015, one hundred and thirty-four dollars and seventy-eight cents ($134.78) per week, effective July 1, 2016, one hundred and forty-five dollars and fifty-six cents ($145.56) per week] for each regular employee hired after November 3, 2005, for the first five (5) years of employment as a regular. Thereafter, the Company will contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of two hundred thirty-two ($232.00) per week [effective July 11, 2010, two hundred and fifty dollars and sixty cents ($250.60) per week, effective July 1, 2011, two hundred and seventy dollars and seventy cents ($270.70) per week, effective July 1, 2012, two hundred and ninety-two dollars and forty cents ($292.40) per week, effective July 1, 2013, three hundred and fifteen dollars and eighty cents ($315.80) per week, effective July 1, 2014, three hundred and thirty-eight dollars ($338.00) per week].

Section 4. This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. 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. 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.

Section 5. The Company hereby accepts as Company Trustees, the present Company Trustees appointed under said Trust Agreement and all such past or succeeding Company Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement. The Company agrees

that it will execute said attached Agreement of Trust and such other documents or papers as may be necessary to effectuate said Pension Program and the purposes announced therein.

Section 6. If the Central States, Southeast and Southwest Areas Pension Fund (the "Central States Pension Fund") revises, amends or modifies the Primary Schedule under the Rehabilitation Plan for the Central States Pension Fund (or otherwise modifies Contribution Schedules or contribution Rates), so as to freeze or reduce the contribution rate (or rate of contribution increases) applicable to the Employer during the term of this Agreement, then such frozen or reduced contribution rate (or reduced rate of increase) shall apply to the contributions required to be made by the Employer to the Central State Pension Fund pursuant to this Agreement, without any action on the part of either party, with such modification in the contribution rate effective as of the earliest date permitted under the Central States Pension Fund. The forgoing language is intended to address federal legislation being sought by the Union, the Employer and the Central States Pension Fund that, if enacted would permit the Central States Pension Fund to moderate the rate at which employers are currently required to contribute to the Central States Pension Fund under the terms of the Rehabilitation Plan currently in effect. The parties agree to take such actions as may be necessary to implement the forgoing provisions, including, without limitation, the execution or modification of any participation or other agreement with the Central States Pension Fund.

Notwithstanding any other term of this pension provision, the contribution rate reductions or freezes described in this provision will be available under this agreement if and only if they are expressly authorized by applicable law and permitted as to this specific collective bargaining agreement by amendment to the Fund Rehabilitation Plan or other authorized action by the Fund's Board of Trustees.

Section 7. 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, by virtue of being on an approved leave of absence, wishes to self-pay to continue coverage beyond the contractual limits, they will notify the Company prior to the discontinuance of the contractual coverage and will reimburse the Company for amounts paid on a monthly basis. Failure to reimburse the Company as outlined above will result in the discontinuance of payments.

Section 8. Contributions to the Pension Fund must be made for each week on each regular employee and casual employee as defined below, even though such employee may work only part time under the provisions of this contract, including weeks where work is performed for the Company but not under the provisions of this contract, and although contributions may be made for those weeks into some other Pension Fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

Section 9. Casual employees will be eligible for pension contributions in accordance with the following:

1. Initial eligibility will be based on a casual employee working 1,000 or more hours in any twelve (12) month calendar year.

2. Pension contributions will begin on the first week following the week that a casual employee qualified in accordance with the aforementioned No. 1.

The Company will continue to contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of forty-seven dollars and twenty cents ($47.20) per day [effective July 11, 2010, fifty-one dollars ($51.00) per day, effective July 1, 2011, fifty-five dollars and ten cents ($55.10 per day, effective July 1, 2012, fifty-nine dollars and fifty cents ($59.50) per day, effective July 1, 2013, sixty-four dollars and thirty cents ($64.30) per day, effective July 1, 2014, sixty-eight dollars and forty cents ($68.40) per day] for the each eligible casual employee hired before November 3, 2005.

The Company will contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of twenty-two dollars and twenty-five cents ($22.25) [effective July 11, 2010, twenty-four dollars ($24.00) per day, effective July 1, 2011, twenty-five dollars and ninety cents ($25.90) per day, effective July 1, 2012, twenty-eight dollars ($28.00) per day, effective July 1, 2013, thirty dollars and twenty cents ($30.20) per day, effective July 1, 2014, thirty-two dollars and sixty cents ($32.60) per day, effective July 1, 2015, thirty-five dollars and twenty-one cents ($35.21) per day, effective July 1, 2016, thirty-eight dollars and three cents ($38.03) per day] for each eligible casual employee hired on or after November 3, 2005.

ARTICLE 34

SAVINGS PLAN

The Company will provide a payroll deduction savings plan 401(k) for all eligible employees. The Company will provide a provision that would allow employees to borrow funds in accordance with Company policy.

ARTICLE 35

SEVERANCE PAY

Section 1. In the event the Company closes or sells their warehouses and regular Employees are terminated as a result thereof, pay equal to one (1) week of pay for forty (40) hours for each year of continuous service with the Company, not to exceed twelve (12) weeks will be paid. The Company further agrees that regular Employees will not be scheduled for less than forty (40) hours per week to avoid layoffs.

Section 2. The Company shall continue contributions to the Labor Healthcare Network (LHN) Fund for two (2) full months following termination for those regular Employees who receive severance pay.

LABOR AGREEMENT

BETWEEN

SCHNUCK MARKETS, INC.
d/b/a QUIPCO MAINTENANCE COMPANY

AND

TEAMSTER UNION, LOCAL NO. 688
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

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DEPARTMENT

QUIPCO

July 11, 2010 - July 9, 2017

PREAMBLE

The purpose of this Agreement is to establish and maintain a harmonious relationship between the Union, the Company and its employees. It is agreed that the fullest cooperation between the Company and its employees is necessary to permit the maintenance of harmonious relations and therefore set forth herein rates of pay, hours of work, conditions of employment to be observed by the parties hereto, and that they will abide by this Agreement and all mutual understandings contained therein, it being their purpose to settle all differences without disturbance to industrial peace.

ARTICLE 1

AGREEMENT

Section 1. This Agreement, made and entered into by and between "SCHNUCK MARKETS, INC. d/b/a QUIPCO MAINTENANCE COMPANY", or its successors, hereinafter referred to as the "Company", and Local Union No. 688, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

Section 2. The undersigned Company and the Union agree to be bound by all of the terms and provisions of this Agreement, and also agree to be bound by the interpretations and enforcement of the Agreement.

Section 3. No supplementary or secondary agreement or understanding as to the meaning, application or enforcement of any provisions of this Agreement shall be binding upon either the Union or the Company unless and until signed by the Union and by duly-authorized representatives of the Company. This section shall in no way conflict with other provisions of this Agreement.

ARTICLE 2

RECOGNITION

Section 1. The Company agrees to recognize and does hereby recognize the Union as the sole collective bargaining agency for those classifications of employees listed in Exhibit "B", located in St. Louis and St. Louis County, Missouri. The term "employee" or "employees", whenever used in this Agreement, shall mean all hourly-rated employees working in positions covered by the hourly wage rate classifications as set forth in this Agreement.

Section 2. The Company will neither negotiate nor make collective bargaining agreements for any of the employees covered by this Agreement unless it be through duly authorized representatives of the Union.

The Company will provide a basic life insurance benefit for all full-time active employees and their dependents. The Company will maintain no less than the current level of the benefit in effect as of April 1, 2012.

ARTICLE 30

MEDICARE

The Company shall continue to pay for and on behalf of each regular employee of the Company 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 Company to the Teamsters Medicare Trust for Retired Employees. Effective each January 1 during the term of this agreement, the Company agrees to pay the contribution required to maintain the benefits, not to exceed one dollar ($1.00) per week each year.

The cost as outlined above is intended as a maintenance of benefits. The parties agree that minor adjustments upward in benefits may occur during the life of the agreement and will not be subject to any type of litigation or other protest on the part of the Company. Likewise, it is not the intent of this provision to prevent the Trustees from adjusting benefit levels lower than those in effect on January 1, 2012, should that determination be deemed necessary.

Payments shall be made by the Company monthly for all regular employees who work one (1) day during a week and shall be due and payable on or before the 15th day of the following month. Payments shall be accompanied by such reports as are prescribed by the Trust or on such reporting forms as it may furnish.

ARTICLE 31

PENSIONS

Section 1. The Company may substitute Teamster Negotiated Plan for the Central States Pension Plan provided that the benefits of such Negotiated Plan for each covered employee will be no less than if coverage of such employee had been continued under the Central States Pension Plan. Until such substitution is effected, Section 2 of this Article shall apply.

Section 2. The Company will continue to contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one-hundred ninety-nine dollars ($199.00) per week [effective July 11, 2010, two hundred fourteen dollars and ninety cents ($214.90) per week; effective July 1, 2011, two hundred thirty-two dollars and ten cents ($232.10) per week; effective July 1, 2012, two hundred fifty dollars and seventy cents ($250.70) per week; effective July 1, 2013, two hundred seventy dollars and eighty cents ($270.80) per week; effective July 1, 2014, two hundred ninety-two dollars and fifty cents ($292.50) per week; effective July 1, 2015, three hundred fifteen dollars and ninety cents ($315.90) per week; effective July 1, 2016, three

hundred thirty-eight dollars ($338.00) per week] for each regular employee who has been on the payroll thirty (30) days or more.

Section 3. This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. The Union and the Company agree to be bound by, and hereby assent to all the terms of the Trust Agreement creating said Central States, Southeast and Southwest Areas Pension Fund, all of the Rules and Regulations heretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and Rules adopted. 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.

Section 4. The Company hereby accepts as Employer Trustees the present Employer Trustees appointed under said Trust Agreement and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement. The Company agrees that it will execute said attached Agreement of Trust and such other documents or papers as may be necessary to effectuate said Welfare and Pension Programs and the purposes announced therein.

Section 5. If the Central States, Southeast and Southwest Areas Pension Fund (the "Central States Pension Fund") revises, amends or modifies the Primary Schedule under the Rehabilitation Plan for the Central States Pension Fund (or otherwise modifies Contribution Schedules or Contribution Rates), so as to freeze or reduce the contribution rate (or rate of contribution increases) applicable to the Employer during the term of this Agreement, then such frozen or reduced contribution rate (or reduced rate of increase) shall apply to the contributions required to be made by the Employer to the Central State Pension Fund pursuant to this Agreement, without any action on the part of either party, with such modification in the contribution rate effective as of the earliest date permitted under the Central States Pension Fund. The forgoing language is intended to address federal legislation being sought by the Union, the Employer and the Central States Pension Fund that, if enacted would permit the Central States Pension Fund to moderate the rate at which employers are currently required to contribute to the Central States Pension Fund under the terms of the Rehabilitation Plan currently in effect. The parties agree to take such actions as may be necessary to implement the forgoing provisions, including, without limitation, the execution or modification of any participation or other agreement with the Central States Pension Fund.

Notwithstanding any other term of this pension provision, the contribution rate reductions or freezes described in this provision will be available under this agreement if and only if they are expressly authorized by applicable law and permitted as to this specific collective bargaining agreement by amendment to the Fund Rehabilitation Plan or other authorized action by the Fund's Board of Trustees.

Section 6. If a regular employee is absent because of illness or off the job injury and notifies the Company of such absence, the Company shall make the required contributions for a period of four (4) weeks. If the employee is injured on the job, the Company shall continue to

make the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

ARTICLE 32

SAVINGS PLAN

The Company will provide a payroll deduction savings plan 401(k) for all eligible employees that contains a provision that would allow employees to borrow funds in accordance with Company policy.

ARTICLE 33

SEVERANCE PAY

Section 1. In the event the Company closes or sells their warehouses, bakery or stores, and regular employees are terminated as a result thereof, pay equal to one (1) week of pay for forty (40) hours for each year of continuous service with the Company, not to exceed twelve (12) weeks will be paid. The Company further agrees that regular employees will not be scheduled for less than forty (40) hours per week to avoid layoffs.

Section 2. The Company shall continue contributions to the Labor Health Network (L.H.N.) Fund for two (2) full months following termination for those regular employees who receive severance pay.

Section 3. If the warehouses, bakery or stores are sold and the successor assumes the same labor agreement and offers employment to an employee who is otherwise eligible for severance pay under the terms of this Article, then no provision of this Article shall apply.

Section 4. An employee who is terminated and who is eligible for severance pay, and accepts severance pay, forfeits his/her seniority and recall rights.

Section 5. A regular employee who is laid off, for reasons other than those mentioned in Section 1 above, in excess of the time limits outlined in Article 17 will also be entitled to severance pay at the conclusion of his/her recall rights in the amount that he/she was entitled at the time of the layoff.

Section 6. The Company will meet with the Union prior to the closing of the warehouses, bakery or stores, or after a sale of the warehouses, bakery, dairy or stores has been consummated.

Section 7. Provisions set forth in this article will be considered as "in addition to", and will not be negated by, any WARN ACT provisions.

LABOR AGREEMENT

BY AND BETWEEN

SCHNUCK MARKETS, INC.

AND

MISCELLANEOUS DRIVERS AND HELPERS UNION, LOCAL 610

AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

ST. LOUIS, MISSOURI

METRO DRIVERS

MARCH 28, 2010 - MARCH 29, 2015

SCOPE OF AGREEMENT

This Agreement has been entered into between Schnuck Markets, Inc., or its successors hereinafter referred to as the "Company", and Local Union 610, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

This Agreement shall be binding upon the parties hereto, their successors, and assigns.

The Company shall give notice of the existence of this Agreement to any purchaser, transferee, assignee, etc., of the operation covered by the Agreement or any part thereof. Such notice shall be in writing with a copy to the Local Union at the time the seller, transferrer or lessor executes a contract of transaction as herein described.

ARTICLE 1

RECOGNITION

Section 1.1 The Company agrees to recognize and does hereby recognize the Union or its successors, as the exclusive bargaining agent, for the purpose of collective bargaining, as provided by the National Labor Relations Act, for all of the drivers and helpers of the Company.

The employees covered by this Agreement shall include any and all employees of the Company employed directly by and/or under the supervision and control of the Company within the jurisdiction of the Union.

Section 1.2 The Company will neither negotiate nor make collective bargaining agreements for any of the employees covered by this Agreement, unless it be through duly authorized representatives of the Union.

Section 1.3 When the Company needs additional employees, the Union shall be given equal opportunity with all other sources to provide suitable applicants, but the Company shall not be required to hire those referred by the Union.

Section 1.4 The Company 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, discriminate against, any of their employees in connection with their membership in the Union.

ARTICLE 2

UNION SECURITY

It is understood and agreed by and between the parties hereto that as a condition of continued employment, all 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

Effective November 1, 2010, employees eligible for coverage will share the cost of this coverage through pre-tax payroll deductions per week in the following amounts:

Effective Date	H&W Plan M9	H&W Plan MB
November 1, 2010	$10.00	$2.50
April 1, 2011	$15.00	$5.00
April 1, 2012	$20.00	$7.50
April 1, 2013	$25.00	$10.00
April 1, 2014	$25.00	$12.50

Employees that go from Tier 1 benefits to Tier 2 benefits will start paying the Cost Sharing amount that is in effect for Tier 1 benefits at that time.

ARTICLE 28

PENSION (TERMS)

This fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. 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. 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.

Section 28.1 The Company hereby accepts as Company Trustees, the present Company Trustees appointed under said Trust Agreement and all such past or succeeding Company Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement. The Company agrees that it will execute said attached Participation Agreement and such other documents or papers as may be necessary to effectuate said Welfare and Pension Programs and the purposes announced therein.

Section 28.2 If the Central States, Southeast and Southwest Areas Pension Fund (the "Central States Pension Fund") revises, amends or modifies the Primary Schedule under the Rehabilitation Plan for the Central States Pension Fund (or otherwise modifies Contribution Schedules or Contribution Rates), so as to freeze or reduce the contribution rate (or rate of contribution increases) applicable to the Employer during the term of this Agreement, then such

frozen or reduced contribution rate (or reduced rate of increase) shall apply to the contributions required to be made by the Employer to the Central States Pension Fund pursuant to this Agreement, without any action on the part of either party, with such modification in the contribution rate effective as of the earliest date permitted under the Central States Pension Fund. The forgoing language is intended to address federal legislation being sought by the Union, the Employer and the Central States Pension Fund that, if enacted would permit the Central States Pension Fund to moderate the rate at which employers are currently required to contribute to the Central States Pension Fund under the terms of the Rehabilitation Plan currently in effect. The parties agree to take such actions as may be necessary to implement the forgoing provisions, including, without limitation, the execution or modification of any participation or other agreement with the Central States Pension Fund.

Notwithstanding any other term of this pension provision, the contribution rate reductions or freezes described in this provision will be available under this agreement if and only if they are expressly authorized by applicable law and permitted as to this specific collective bargaining agreement by amendment to the Fund Rehabilitation Plan or other authorized action by the Fund's Board of Trustees."

Section 28.3 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.

Contributions to the Pension Fund must be made for each week on each regular employee and casual employee as defined below, 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.

Laid off employees who report for work on a daily recall basis shall have the appropriate weekly contribution made on their behalf to the Pension Fund for weeks in which they work two (2) or more shifts. Accordingly, for weeks in which laid off employees report for only one (1) shift, the appropriate 'daily' contribution shall be made to the Pension Fund on their behalf.

ARTICLE 29

DISCIPLINE/DISCHARGE PROCEDURES

Section 29.1 The Company shall not discipline or discharge any employee without just cause.

Section 29.2 The following procedure of progressive discipline shall be applied by the Company, except the Company need not follow progressive discipline before discharge if the

WORKING AGREEMENT

This Agreement entered into by and between the Metalshop, Warehousemen, and Helpers Union, Local No. 970, I.B. of T., Minneapolis, Minnesota, hereinafter referred to as the Union, and SCHOENECKERS, INC. (formerly BUSINESS INCENTIVES, INC.), hereinafter referred to as the Employer or the Company.

1. Union Recognition

A. The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the Employer.

B. Upon the execution of this Agreement by the parties hereto this contract shall be binding upon the respective parties during the term of this Agreement and no Agreement relating to wages, hours or working conditions entered into previously or subsequently with any other organization or individual shall be recognized by either party hereto.

C. The Employer may hire whom it sees fit, except as elsewhere provided in the Working Agreement whether they are members of the aforementioned Union or not; provided, however, that such non-union members shall make immediate application for membership in the Union, and providing further that said employee shall become a member of the Union in good standing immediately after the Employee has completed thirty (30) actual days of work after the commencement of employment as a regular employee, and provided further shall remain a member in good standing in the Union during the life of this Agreement.

D. Any employee may authorize the Employer in writing to deduct monthly from the employee's accumulated earnings the employee's Union dues, initiations and assessments, and the employee may request the Employer to pay same to the order of the Secretary Treasurer of the Union. The Employer will make such deductions and payments only when the Employer receives from the employee, properly filled in and signed, a wage order, as follows:

Payroll Deduction Authorization Date _____

I hereby authorize Schoeneckers, Inc., the Employer, to deduct from my earnings all initiation fees, monthly dues and assessments payable by me to Metalshop, Warehousemen and Helpers Union, Local No. 970, I.B. of T., Minneapolis, Minnesota and to pay over said sums to the said Union. This check-off authorization shall remain in effect until revoked by me and shall be irrevocable for a period of one year after the date of signing, or until the termination of the collective bargaining agreement between the Employer and the said Union, whichever occurs sooner. Such revocation shall be in writing and delivered to the Employer and the Union. If no notice of revocation is given in writing, this authorization shall renew itself for successive periods as above.

Signed_____

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four in number for work-connected injury or sickness and/or such payments shall not exceed two in number for off-the-job injury or sickness.

In the event an employee is hired or re-hired by a participating employer within six months of the date of termination of employment with a participating employer, contributions for said employee shall begin on the first day of the first full month of employment or reemployment.

Provided the employee has completed the probationary period, the Employer shall make contributions for the month worked by any employee who was laid off during that month or is recalled to work during that month after a layoff.

22. Central States Pension Fund: The Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund for each regular employee covered by this Agreement who has been on the regular employee payroll thirty (30) actual days of work or more as follows:

Effective:

8-1-13	$79.50 per week

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

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 regular employee payroll for 30 working days.

The parties agree that in the event that an individual employed on a part-time and/or extra basis works 1,000 hours or more in a 12 month period, the employee will 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) will require contributions to the Central States Pension Fund in the same manner and amount as required by this contract for regular employees.

provision shall become effective at such time and in such amount and for such period as will be permitted by law during the life of this Agreement.

29. Termination: This Agreement shall be effective as of August 1, 2013 and shall remain in full force and effect until July 31, 2016, inclusive, and shall continue in *full* force and effect from year to year thereafter, unless notice is given by either party to the other at least sixty (60) days prior to July 31, 2016 or in any year thereafter.

Dated this 13 of August, 2013.

SCHOENECKERS, INC.

By Redacted by U.S. Department of the Treasury

WAREHOUSEMAN, DRIVERS & HELPERS UNION, LOCAL No. 359, I.B. of T

By Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

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SCHOENECKERS, INC.
ACCOUNT NO.: 7131310-0108-00970-A

LETTER OF UNDERSTANDING AND AGREEMENT

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

Effective Date	Weekly Rate
August 1, 2013	$79.50
April 27, 2014	$84.30
April 27, 2015	$89.40
April 27, 2016	$93.00

SCHOENECKERS, INC.	LOCAL UNION NO. 970
By: Redacted by U.S. Department of the Treasury	Redacted by U.S. Department of the Treasury
Title:	
Date: 4/1/14	Date: 4-4-2014

AGREEMENT

between

SCHOLL DAIRY CO., INC.

and

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

JUNE 1, 2014 - MAY 31, 2017

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ARTICLE 1
SCOPE OF AGREEMENT

Section 1.1

The Employer herein shall be defined to be any Employer signatory to this Agreement who is engaged in any part(s) or all the business of manufacturing, processing and distributing milk and its related products.

Section 1.2

The Employer agrees to recognize and does herein recognize Teamsters Local Union 135 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, as exclusive bargaining agency for those classifications of employees presently included in the respective unit now represented by said Local Union 135, and recognized by the aforesaid Employer.

ARTICLE 2
UNION SHOP AND DUES

Section 2.1

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

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

Section 2.2

A new employee shall work under the provisions of this Agreement but shall be employed only on a thirty (30) day trial basis or such further period as may be agreed upon between the Employer and the Local Union, during which period he may be discharged without

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-drivers compensation.

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

Employers presently making payments to the Local 135 Health Benefits 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 for delinquent contributions may be instituted by the Local Union. The Company is free to change insurance carriers at any time during the time of the Agreement with member approval, providing equal or better coverages, including retiree coverage, are maintained and the coverage is provided at no cost to the employee.

Section 19.4

Effective June 1, 2014 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of ninety-six dollars and fifty cents ($96.50) (Schedule B) per week 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.

Effective June 1, 2015 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of one hundred dollars and forty cents ($100.40) (Schedule B) per week 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.

Effective June 1, 2016 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of one hundred-four dollars and forty cents ($104.40) (Schedule B) per week 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.

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

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

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

Action for delinquent contributions may be instituted by the Local Union. Employers who are delinquent must also pay all attorney's fees and costs of collection.

Section 19.5 - Vacations:

(A) Each employee, upon the first annual anniversary date of his employment, shall be entitled to one (1) week paid vacation, provided the provisions of Paragraph B of this Article do not make him ineligible.

Each employee, upon the third annual anniversary date, shall be entitled to two (2) weeks paid vacation, and each year thereafter each employee shall be entitled to two (2) weeks paid vacation until the seventh annual anniversary date of his employment, whereupon each employee shall be entitled to three (3) weeks paid vacation, until the fifteenth (15th) annual anniversary date of his employment, whereupon each employee shall be entitled to four (4) weeks paid vacation.

All hourly employees shall receive forty (40) hours pay per week times the number of weeks of vacation eligibility. Vacation pay shall be paid to the employees involved immediately prior to the taking of said vacation.

COLLECTIVE BARGAINING AGREEMENT

By and Between

Schory Building Supply Company Inc.

-And-

GENERAL TRUCK DRIVERS AND HELPERS UNION
Local No. 92

June 1, 2014 – May 31, 2015

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DEPARTMENT

THIS AGREEMENT, made and entered into by and between SCHORY BUILDING SUPPLY COMPANY INC. 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, party of the second part, and hereinafter referred to as the "Union."

ARTICLE 1 – Union Shop

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 drivers.

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.

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.

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 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 subsection, whichever is the later.

A new employee shall work under the provisions of this Agreement but shall be employed 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 shall be placed on the regular seniority list. In case of discipline within the ninety (90) day trial period, the Employer shall notify the Local Union in writing. Casual employees shall not come under this provision.

ARTICLE 14 – Holidays

New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day shall be paid holidays. Effective June 1, 1977 the day before Christmas shall be added as a paid holiday. Employees shall be paid for eight (8) hours at the straight time rate of pay. In order to qualify for the above holidays, the employee must work the work day before and the work day after the holiday, if requested to do so or unless absence is mutually agreed to.

All time worked on legal holidays, including New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day, (plus the day before Christmas) shall be paid for at the rate of two (2) times the hourly rate.

In any week, Monday through Friday, in which a holiday falls, all hours worked in excess of thirty two (32) shall be paid for at the rate of one and one half (1 ½) times the prevailing hourly rate, except where there is a double holiday, then it shall be in excess of twenty four (24) hours.

ARTICLE 15 – Military Clause

All employees covered by this Agreement who enlist or are conscripted into any Federal Service, shall, at the end of such service, retain their former position with the Employer and shall hold full seniority with the Employer and the Local Union No. 92.

ARTICLE 16 – Pension

Effective June 1, 2014 the Employer shall contribute to CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of two hundred and eight dollars and eighty cents ($208.80) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. This Fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other pension fund under this Agreement for operations under this Agreement.

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

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

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

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

After ninety (90) days of layoff starting the ninety first (91st) day, the Company will pay pension contributions on behalf of laid off employees until his state unemployment benefits cease.

ARTICLE 17 – Health and Welfare

Effective June 1, 2013 the Employer shall contribute to a Health and Welfare Plan agreed upon by employees and Employer.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on-the-job, the Employer shall continue to pay the required 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 laid off, the Employer shall collect from said employee, prior to the lay off being effective, sufficient monies to pay the required contributions into the Health and Welfare fund during the period of lay off. If a laid off employee either does not pay for or desires the plan, the Employer is not in anyway responsible or obligated for payment.

AGREEMENT

Between

SCHROEDER TRUCK REPAIR

And

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

AUGUST 31, 2013 THROUGH SEPTEMBER 1, 2016

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CONTRACT DEPARTMENT

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationships between the Employer and the Union representing the employees.

ARTICLE I
CONDITIONS OF EMPLOYMENT

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 herein described.

2. **UNION SECURITY** – It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the 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 the Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the thirty-first (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 obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

3. **NEW EMPLOYEES** – (a) In case of a job opening to be filled from outside the unit, the Union may have the right and privilege to refer to the Company its members and the Employer shall have the right of selection or rejection of such members based on the same selection or rejection principle in effect for applicants for employment not members of the Union.

(b) All new employees in this bargaining unit shall, at the time of their employment be advised of the Union shop provision of this contract.

(c) Employer agrees to notify the Union when additional replacement or temporary Employees are used.

4. **PENSION** – The Employer agrees to contribute to the Central States, Southeast, and Southwest Areas Pension Fund, which is administered jointly by the parties, and shall continue payment into the Pension Fund at the following rate for each regular employee covered by this Agreement:

Effective September 1, 2013 -	$138.10 per week
Effective September 1, 2014 -	$143.60 per week
Effective September 1, 2015 -	$149.30 per week

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 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.

(d) Laid off employees who accept work as a temporary replacement employee one day, must make himself available the balance of the week.

5. **DELINQUENCY** – Health and Welfare or Pension Funds – 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 a 72-hour notice to the Employer of 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 V
WORKING CONDITIONS

1. All shops shall have at least one Class A employee, after which additional employees' classifications shall be determined by the majority of time worked in any classification.

17. **SUCCESSOR** – This Agreement shall be binding upon the successors and assignees of the parties hereto. 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 reason 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, and during such period this contract, all terms and provisions thereof, shall remain in force, and there will be no lockout by Employer and no strike or work stoppage by the Union. In the event dispute extends thirty (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.

18. **DURATION** – The terms and conditions of this Agreement between the parties shall become effective August 31, 2013 and shall continue through September 1, 2016, but shall automatically renew itself from year to year thereafter unless either party hereto shall give notice to the other party of a desire to revise or amend the Agreement sixty (60) days before the expiration date herein provided.

SCHROEDER TRUCK REPAIR

Redacted by U.S. Department of the Treasury

BY: _____

DATE: 10/1/13

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

Redacted by U.S. Department of the Treasury

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OCT 22 2013

CONTRACT DEPARTMENT

AGREEMENT

effective

March 13, 2013 through March 12, 2018

between

Ben B. Schwartz & Sons, Inc.

and

Teamsters Local 337

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CONTRACT
DEPARTMENT

The International Brotherhood of Teamsters

INTRODUCTION

THIS AGREEMENT, signed this _____ day of _____
and effective the date of **March 13, 2013**, by and between:

BEN B. SCHWARTZ & SONS, INC.

7201 W. FORT STREET DETROIT MI 48209

party of the first part, and hereinafter termed the **Employer**, and **Teamsters Local 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 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.

37.8.642

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 XIV

HEALTH AND WELFARE AND PENSION

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund Key I Plan, for each employee covered by this Agreement who is on the regular seniority list, unless otherwise specified in Schedule "A" attached, a full contribution of:

$ ~~329.50~~ 331.50 per week	Effective as of 03-13-2013
$ 358.65 356.40 per week	Effective as of 04-01-2013
$ 385.00 382.35 per week	Effective as of 04-01-2014
$ ~~405.90~~ 402.95 per week	Effective as of 04-01-2015
$ ~~MOB~~ 420.10 per week	Effective as of 04-01-2016
$ MOB per week	Effective as of 04-01-2017

All payments into the Welfare Fund must be made within 15 days from the end of each calendar month to **CHASE**, which bank has been made depository for the Michigan Conference of Teamsters Welfare Fund.

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

$ 268.80	per week	Effective as of 03-13-2013
$ 279.60	per week	Effective as of 03-13-2014
$ 290.80	per week	Effective as of 03-13-2015
$ 302.40	per week	Effective as of 03-13-2016
$ 314.50	per week	Effective as of 03-13-2017

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

Contributions to the Health and Welfare Fund and to the Pension Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this Contract, including paid vacations and weeks where work is performed for the Employer but not under provisions of this Contract, and although contributions may be made for those weeks into some other Health & Welfare Fund and/or Pension Fund.

Employees who work either temporarily or in cases of emergency under the terms of this Contract will not be covered by the provisions of this Article.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer will continue to make the required contributions to the Health and Welfare Fund and Pension Fund for a period of four (4) weeks. If an employee is injured on the job, the Employer will continue to pay the required contributions until such employee returns to work; however, such contribution will not be paid for a period of more than 12 months.

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

Notwithstanding anything herein contained, it is agreed that in the event any employer is delinquent at the end of a monthly period in the payment of his contribution to the Health and Welfare and/or Pension Funds, in accordance with the rules and regulations of the Trustees of such Funds and after the proper official of the Local Union will have given 72 hours' notice to the Employer of such delinquency in the Health and Welfare and Pension Fund payments, the Union will have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer will be responsible to the employees for losses that result.

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 XV

PAID FOR TIME

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

If not put to work, employees will be guaranteed four (4) hours' pay at the rate specified in this Agreement. New hires after 3/13/10 are not guaranteed.

AGREEMENT

BETWEEN

SCHWEBEL BAKING COMPANY

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NOS. 40, 52, 92, 284, 377 AND 957

EFFECTIVE JULY 22, 2013 THROUGH JULY 23, 2017

RECEIVED

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CONTRACT DEPARTMENT

AGREEMENT

THIS AGREEMENT, made and entered into on the date hereinafter set forth but effective as of July 22, 2013, by and between SCHWEBEL BAKING COMPANY, located in the State of Ohio, hereinafter referred to as the "Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NOS. 40, 52, 92, 284, 377 AND 957, hereinafter referred to as the "Union."

WITNESSETH: This Agreement as to wages, hours and working conditions is entered into and shall be binding on the parties hereto from July 22, 2013 to July 23, 2017. The terms and provisions of this Agreement shall be superceded by any terms and conditions on the same subject contained in any Local Addenda between the Employer and a Local Union signatory hereto.

ARTICLE 1
EMPLOYMENT AND UNION MEMBERSHIP

1. The Employer recognizes the Union as the sole and exclusive collective bargaining agent of all employees working in the classifications set forth in this Agreement and Addendum thereto.

2. All work presently being performed under and by virtue of the job classifications herein shall continue to be performed by the employees in the bargaining unit herein.

3. It shall be a condition of employment that all such employees who are members of the Union on the effective date of this Agreement shall remain members in good standing and those who are not members shall become and remain members on the thirty-first (31st) day following the effective date of this Agreement. All such employees hired on and after its effective date shall become and remain members on the thirty-first (31st) day following the beginning of their employment.

Age at Retirement	Monthly Contribution Member Only	Monthly Contribution Couple
Age 57	$430.00	$860.00
Age 58	$405.00	$810.00
Age 59	$380.00	$760.00
Age 60	$355.00	$710.00
Age 61	$330.00	$660.00
Age 62 or older	$305.00	$610.00

Effective January 1, 2015:

Age at Retirement	Monthly Contribution Member Only	Monthly Contribution Couple
Age 57	$455.00	$910.00
Age 58	$430.00	$860.00
Age 59	$410.00	$810.00
Age 60	$380.00	$780.00
Age 61	$355.00	$710.00
Age 62 or older	$330.00	S$660.00

2. Pension Fund

For employees who are members of Local Nos. 40, 92 and 377, and for employees in the Akron area who are members of Local 52, the pension fund shall be the Central States, Southeast and Southwest Areas Pension Fund. For employees in the Cleveland area who are members of Local No. 52, the pension fund shall be the Teamsters Local 52 Pension Fund.

For employees who are members of Local Nos. 40, 92 and 377, and for employees in the Akron area who are members of Local 52, the Employer agrees to contribute per week for each employee in the bargaining unit to the Central States, Southeast and Southwest Areas Pension Fund ("the Pension Fund") and further agrees to make remittances of such contributions in accordance with the rules established by the Fund Trustees and the Declaration of Trust. The Employer's contribution to such Pension Fund shall be as follows.

Effective July 21, 2013	$182.20 per week
Effective July 20, 2014	$196.80 per week
Effective July 19, 2015	$212.50 per week
Effective July 24, 2016	$225.30 per week

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.

Contributions will be remitted to the Central States Pension Fund on behalf of each employee, other than a part-time employee, covered by the collective bargaining agreement after they have 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. Part-time employees will have pension contributions according to the language specified in the last accepted collective bargaining agreement.

The Company will begin making contributions to the Pension Fund on behalf of part-time employees once those employees first work 1,000 hours in any twelve-month period. If the Pension Fund Trustees ever permit calculation of the 1,000 hours to be made by reference to the first day of a plan year, as permitted by federal regulation, or any other calculation period, the Employer may, at its option, adopt such calculation period. At the option of the Employer, contributions for part-time employees will be made on a weekly basis or on a daily basis to be

capped at five (5) days per week, provided that one basis be selected by the Employer for all of its part-time employees and that basis be maintained for the duration of the collective bargaining agreement.

The Company will continue to make such contributions unless and until a part-time employee incurs a Break-in-Service, as defined in the Pension Plan. Once the Break-in-Service occurs, all contribution obligations shall terminate and the Company shall not be required to contribute to the Pension Fund on that employee's behalf unless and until that employee again works 1,000 hours in any twelve-month period.

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.

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

3. Continuation of 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 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 Pension 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

SCHWEBEL'S BAKING CO. - SOLON

AGREEMENT

THIS AGREEMENT made and entered into on the date hereinafter set forth but effective as of July 1, 2013, by and between Schwebel's Baking Co., Solon, Ohio said Company being hereinafter collectively referred to as the "Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 507, hereinafter to as the "Union."

ARTICLE I - OBLIGATION

It is mutually understood and agreed by and between the parties hereto that, except as otherwise provided herein, the hours, wages and working conditions hereinafter set forth shall be binding upon the parties hereto from the 1st day of July, 2013 until terminated, as hereinafter provided.

ARTICLE II - CONDITIONS OF EMPLOYMENT

1. Except as expressly limited under specific provisions of this agreement, the Employer retains all rights to direct and to control all aspects of the business, including but not limited to manage and direct employees, including the right to hire, train, schedule, assign, layoff or recall; to plan, to direct, control, and determine the location of operations; to discipline, or to discharge for a just cause; to study or introduce new, improved, or different methods, facilities, or equipment; to establish, maintain, or revise reasonable work rules and regulations; and to do all things appropriate and incidental to the ordinary and customary functions of management.

2. All present employees of the Employer shall, as a condition of continued employment, be members of the Union on the thirty-first day following the date of this Agreement and thereafter shall continue membership in good standing in the Union by the tender of periodic dues, initiation fees, and assessments uniformly required as a condition of acquiring or retaining membership in the Union.

3. It is agreed that all new employees of the Employer as a condition of continued employment shall be members of the Union on the thirty-first day following the beginning of their employment and thereafter shall continue membership in good standing in the Union by the tender of periodic dues, initiation fees and assessments uniformly required as a condition of acquiring or retaining membership in the Union.

4. In accordance with individual check-off authorizations, the Employer shall deduct from employees' earnings, Union membership dues, including initiation fee and assessments which are payable by such employees and remit the amount so deducted to the Union not later than the tenth day of each month.

5. The Union shall establish a hiring hall, which shall be upon the premises of the Union headquarters. The Union shall be the only source of applicants for the furnishing of the type of labor covered by this Agreement, but the Employer shall retain the right to refer applicants for employment to the Union hiring hall, and any applicant referred by the Employer shall be given preference over all other applicants. Selection of applicants by the Union for referral to the Employer to jobs shall be upon a nondiscriminatory basis, and shall not be based on or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements. The Employer shall retain the right to reject any job applicant referred to it by the Union and shall retain the right to hire employees not initially referred by the Union, but such newly hired employees must be referred through the hiring hall before performing any work. The Employer and the Union shall post in places where notices to employees and applicants for employment are usually posted, all provisions relating to the functioning of the hiring arrangements, including the safeguards essential to the legality of the exclusive hiring agreement.

6. If an employee wants a savings deduction made each week, then in accordance with individual authorizations, the Employer shall deduct from the employees' earnings such amounts as the employee shall designate each week and remit the amount so deducted to the Ohio Teamsters Credit Union each month.

7. In accordance with individual voluntary authorizations the Employer shall deduct once each year from the employees' earnings five dollars ($5.00) and remit the amount so deducted to the Ohio DR.I.V.E.

8. The foregoing provisions of this Article II shall be subject to the provisions of the Labor Management Relations Act of 1947 and the rules and regulations issued thereunder.

9. In the event of moving of the Company's plant operations to a new location within a seventy-five (75) mile radius, the present employees would have the first opportunity to be employed at the new location with no loss of seniority and benefits. Employees so transferred will relocate at their own expense.

ARTICLE III - WORK HOURS AND OVERTIME

1. Eight (8) hours pay is hereby guaranteed to any employee who reports for work on any given day and forty (40) hours pay is hereby guaranteed to any employee who reports for work on five (5) days during any given week. Each employee shall be allowed a fifteen (15) minute break for physical relief after approximately two and one-half (2½) hours of work and a further fifteen (15) minute break for physical relief after approximately five (5) hours of work. In addition, each employee who work nine (9) hours in any work day shall be allowed an additional fifteen (15) minute break for physical relief after eight (8) hours. Each employee shall be allowed an additional ten (10) minute break for physical relief for each two (2) hours worked after nine (9) hours. Each employee shall be allowed a ten (10) minute wash up at the end of the day.

2. All work performed over and above eight (8) hours in any one day or forty (40) hours in any one week shall be considered overtime, and shall be paid for at the rate of time and one-half the regular hourly rate. Such overtime shall be computed on whatever total overtime hours are the greater for the week, whether it be on a daily or weekly basis, but not on both.

3. All maintenance shifts shall have a specified scheduled starting time, and if for reasons other than acts of God, a shift starting time is changed more than four (4) hours within a work week, the affected shift shall be paid time and one-half their regular hourly rate of pay for the number of hours the starting time exceeds the four (4) hour guideline. Such payment shall be in addition to the time and one-half payment for work in excess of forty (40) hours in a week set forth in this Article III, Section 2.

4. Overtime in the various departments shall be equally divided among the employees of the respective departments as equally as possible, per shift and classification. The overtime records shall be available for inspection at the request of the Union at any time. Overtime shall be divided equally, provided that employees with greater seniority shall be offered the first overtime with any subsequent overtime to be offered to employees next on the seniority list. When the seniority list shall have been exhausted, the cycle will be repeated with the highest seniority employees to get the first overtime of the succeeding cycle. A refusal by any employee shall constitute a forfeiture of his turn at overtime.

5. Each employee is entitled to an unbroken rest period of at least twelve (12) hours between shifts and any employee who is required to work during his twelve (12) hour rest period shall be paid for such work at the rate of time and one-half his regular straight time hourly rate of pay. Whenever time and one-half is payable pursuant to this Paragraph 5, of Article III, it shall be in addition to the time and one-half payment set forth in Paragraph 2 of this Article III.

6. The work week shall be Saturday through Friday, employees will work five (5) of seven (7) days, scheduled days off will be on a seniority basis.

7. No employee shall be required to work more than eight (8) hours in any one day if he notifies his supervisor during his first four (4) hours of work.

8. Maintenance men or mechanics called to work outside of their shifts will be provided with a minimum of four (4) hours work, or pay in lieu of work. Such pay to start from the hour the employee is required to report to work. In the event that the mechanics are called into a departmental meeting (two (2) times per calendar year), they will be paid a minimum of two (2) hours for such meeting. Any employee required by the employer to report to the plant for a purpose other than the employees regular work schedule for any other non-work activity will be paid a minimum of one (1) hour for such meeting or activity.

9. Each employee who is required to work six (6) consecutive days shall be paid at the rate of time and one-half his regular straight time hourly rate of pay for all hours worked on such sixth day.

10. Each employee who is required to work seven (7) consecutive days shall be paid at the rate of twice his regular straight time hourly rate of pay for all hours worked on such seventh day.

11. All hours worked over ten (10) hours on any one shift shall be on a voluntary basis.

12. A lunch period of thirty (30) minutes for all employees shall be

Declaration of Trust establishing the Cleveland Bakers and Teamster Health and Welfare Fund and agrees to be bound by all the terms and provisions of said Agreement and Declaration of Trust.

It is understood and agreed that the said Agreement and Declaration of Trust and said Health and Welfare Fund and its Rules and Regulations shall comply with all applicable laws and that the Health and Welfare Fund referred to herein shall be such as will qualify for approval by the Internal Revenue Service of the U.S. Treasury Department so as to permit the Employer an income tax deduction for the contributions paid hereunder.

The Employer must promptly notify the Health and Welfare Fund of any change in an employee's employment status due to discharge, lay-off, personal leave of absence, absence due to accident or illness, or reduction from full-time (scheduled to work at least five 8-hour days per week with a minimum of 40 hours per week) to part-time status. If the Employer fails to comply with this notice requirement, the Employer shall be responsible for the greater of the following amounts: the cost of unpaid weekly contributions or, the cost of any or all medical and surgical benefits paid out by the Fund on behalf of non-eligible employees when such payments are made due to the Employer's failure to comply with this notice requirement.

ARTICLE XVII - PENSION FUND

Each maintenance man or mechanic employee covered by this Agreement, who has been employed for thirty (30) days or more and is on the regular seniority list, will be covered by the Central States, Southeast and Southwest Areas Pension Fund.

Effective July 1, 2013, 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, who has been employed for thirty (30) days or more and is on the regular seniority list. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Effective July 1, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of one hundred ninety-six dollars and eighty cents ($196.80) per week for each employee, who has been employed for thirty (30) days or more and is on the regular seniority list. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Effective July 1, 2015, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of two hundred twelve dollars and fifty cents ($212.50) per week for each employee, who has been employed for thirty (30) days or more and is on the regular seniority list. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Effective July 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 thirty cents ($225.30) per week for each employee, who has been employed for thirty (30) days or more and is on the regular seniority list. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four 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.

Payments to the Fund shall be made on or before the 10th of the month following the month for which payments are being made. The number of weeks included in any monthly payment will be determined by the number of Saturdays in the month in questions. Checks covering the contributions shall be made payable to Account 7000, American National Bank, and sent to P.O. Box 1431, Chicago, Illinois 60690.

This fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. The Union and the Employer agrees to be bound by and hereby assent to all of the terms for 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 administrating 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 an willingness to be bound by the terms of said Trust Agreement as fully as though they and each of them had indicated their assent to and executed said Trust Agreement.

The Employer hereby accepts as Employer Trustees, the present Employer Trustees appointed under said Trust Agreement and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement of Trust and such other documents or papers as may be necessary to effectuate said Welfare and Pension Programs and the purposes announced therein.

ARTICLE XVIII - CER FUND

Effective upon contract ratification the Employer shall pay to the Teamsters Local Union No. 507 Charitable, Educational and Recreational Fund (referred to herein as the "CER Fund") for each employee covered under the applicable Collective Bargaining Agreement the sum of seven dollars ($7.00) per employee per week for any week or part thereof, for which said employees receives pay effective the first day of employment, as required under the provisions of the Collective Bargaining Agreement. Contributions shall continue for six (6) months in the case of illness and six (6) months in the case accidents, including industrial accidents, and during any leave taken by the employee under the provisions of The Family and Medical Leave Act. Payments to the Local 507 CER Fund shall be made on or before the 10th of the month.

Said payments to the CER Fund shall be used for charitable contributions on behalf of the industry; educational benefits to union members, including training and apprenticeship programs to promote experienced employees for the industry in the job classifications covered in this Agreement and all other Collective Bargaining Agreements of Local 507; and for recreational purposes for union members and their families and retirees and their families.

The expenditures of the CER Fund shall be managed by the Trustees of the CER Fund. The Employers will be represented by no less than three (3) Trustees and the Union will be represented by no less than three (3) Trustees. The undersigned Employer agrees to become a party to the Agreement and Declaration of Trust of the CER Fund and further agrees to be bound by all of the terms and provisions of the Agreement and Declaration of Trust and the Rules and Regulations to be established by the Trustees of the CER Fund.

It is understood and agreed that the CER Fund Agreement and Declaration of Trust and the CER Fund Rules and Regulations will comply with all applicable laws and that the CER Fund has qualified for approval by the Internal Revenue Service so as to permit the undersigned Employer an income tax deduction for the contributions paid hereunder.

ARTICLE XIV – MODIFIED WORK SCHEDULE

(Current contract language shall apply unless modified per this section)

1. During the life of this Agreement, the Company may implement a twelve (12) hour work schedule. Current employees working a twelve (12) hour schedule shall be on a voluntary basis. Working a twelve (12) hour schedule shall not be voluntary for any employee hired after ratification of this Agreement or transferred to the Solon facility from another Schwebel operation.

LABOR AGREEMENT

BETWEEN

SCHWERMAN TRUCKING CO.

AND

TEAMSTERS "GENERAL" LOCAL UNION NO. 200

(JULY 1, 2013 through JUNE 30, 2016)

RECEIVED

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CONTRACT
DEPARTMENT

LABOR AGREEMENT

BETWEEN
SCHWERMAN TRUCKING CO.
AND
TEAMSTERS "GENERAL" LOCAL UNION NO. 200

Schwerman Trucking Co., hereinafter referred to as the "Employer" or the "Company" and Teamsters "General" Local Union No. 200, 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

Scope of Agreement

SECTION 1.1. Operations Covered - The execution of this Agreement on the part of the Employer shall cover local tank truck operations of the Employer within, into, and out of the Milwaukee area.

Schwerman Trucking Company, a Wisconsin corporation, hereinafter referred to as "Schwerman," is a common and contract motor carrier with its principal place of business in Milwaukee, WI and is engaged primarily in the transportation of tank hauling products.

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

SECTION 1.2 Transfer of Company Title or Interest - This Agreement, hereinafter referred to as "Agreement," shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation, or rights only, are sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, 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, the specific provisions of this Agreement, excluding riders 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 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 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. 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 assumption of the terms of this Agreement, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement. When a signatory to this Agreement purchases rights from another signatory, the purchaser must accept the affected employees of the seller, in accordance with the provisions of Article 5, Section 5.4, before hiring any new employees. The applicable lay-off provisions of this Agreement shall apply. When rights are sold to a non-signatory to this Agreement, and such purchaser is the sole bidder, the provisions of this Agreement shall not apply. However, in the event of multiple bids, one or more of such bidders being signatory to this Agreement, and the seller elects to sell to a non-signatory, then all of the provisions of Article I, Section 1.2 shall apply.

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.

In the event a named holiday called for in this Agreement falls on a Sunday, the holiday shall be celebrated on the Monday immediately following the Sunday.

SECTION 27.2. All employees called to work on any of the above-listed holidays shall be paid the holiday pay specified in Section 28.1, unit payment or hourly pay for the work performed, and 1/2 hour for each hour worked.

SECTION 27.3. An employee must be available for work any time after 12:01 a.m., on the day following a holiday when requested.

ARTICLE 28

Health and Welfare Benefits

Effective October 1, 2013 the Employer shall contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund the sum of Two Hundred Eighty Seven dollars and Sixty cents ($287.60) per week for each employee covered by this Agreement who has been on the payroll thirty (30) calendar days or more. Effective June 29, 2014 the contribution shall increase to an amount not to exceed Three Hundred Ten dollars and Ten cents ($310.10). Effective July 1, 2015 the contribution shall increase to an amount to be determined.

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 regular covered employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If a regular employee is granted a leave of absence, the employee shall make suitable arrangements, prior to the leave of absence being effective, to pay the required contributions into the Health and Welfare Fund during the period of absence.

The contributions shall be made for any regular covered employee on layoff who works one (1) day in any week for any reason.

The Employer shall continue to make contributions for the life of this Agreement. Action for delinquent contributions may be instituted by either the Union or the Trustees. Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular covered employees shall be submitted directly to the grievance procedure, beginning with Step 3, by 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.

During any work week that contributions are made for Health & Welfare, a payroll deduction of Sixty-Two dollars ($62.00) shall be made from the payroll check of the employee for whom the contributions were made. Effective June 29, 2014, the deduction shall be increased to Sixty-Five dollars ($65.00) per week. Effective July 1, 2015 the employee contribution will be increased an amount to be determined. If in any year the employer contribution is less than or greater than the amounts in the first paragraph of Article 28, then the employee cost will be adjusted at the ratio of 75% Company and 25% employee.

ARTICLE 29

Pensions

Effective the first pay period following June 30, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of Twenty-Seven dollars and Seventy cents ($27.70) per day for each day or tour of duty worked or compensated for an employee covered by this agreement who has been on the payroll 30 days or more, to a maximum of One hundred thirty-eight dollars

and Fifty cents ($138.50) per week. Effective June 29, 2014 the contribution will increase to Twenty-Nine dollars and Forty cents ($29.40) per day, or One Hundred Forty-Seven dollars ($147.00) per week. Effective July 1, 2015 the contribution will increase to Thirty-One dollars and Twenty cents ($31.20) per day, or One Hundred Fifty-Six dollars ($156.00) per week.

This fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other pension fund under this contract for operation 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 employee shall make arrangements with the Local Union to pay prior to the leave of absence being effective, sufficient monies for the required contributions into the Pension Fund during the period of absence. It is understood that no contribution need be made for an employee who does not perform work during any week except as set forth above.

ARTICLE 30

Separation of Employment

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

ARTICLE 31

Inspection Privileges

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

ARTICLE 32

Separability and Savings Clause

If any Article or Section of this Agreement 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 Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective

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AGREEMENT

BETWEEN

SCHWERMAN TRUCKING CO.

AND

TEAMSTERS' LOCAL UNION NO. 327

COVERING

SCHWERMAN TRUCKING CO. DEDICATED FLEET

For the Period Of:

July 1, 2012 to June 30, 2015

RECEIVED

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CONTRACT DEPARTMENT

The Schwerman Trucking Co., hereinafter referred to as the "Employer" and Local Union 327, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", agree to be bound by the terms and conditions of this Agreement. The Employer and the Union jointly recognize the need for the highest levels of professionalism and customer service in specialized segments of the chemical industry. Therefore, both the Employer and the Union endeavor to cooperate to the fullest extent to provide high-quality dedicated service to a customer with specialized needs.

ARTICLE I

SCOPE OF THE AGREEMENT

Section 1.1 - Agreement

This Agreement will cover drivers who are employees of the Employer and who are assigned to the Dedicated Fleet of Nashville, TN, and who are members of the Union. The Dedicated Fleet is further defined as a distinct group of drivers established for the purpose of hauling liquid and dry bulk loads into and out of the Innophos plant located at 4600 Centennial Boulevard, Nashville, TN, 37202.

Section 1.2 - 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 a signatory Union as their collective bargaining agent. It will not be applicable to vendors, independent contractors, leased equipment or leased drivers, or casual drivers, and also excludes clerical workers, dispatchers, and other classifications of workers as may arise in the future.

Section 1.3

The employees covered under this Agreement shall constitute one bargaining unit.

Section 1.4 - 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 proceedings, 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 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 not later than the consummation date of the sale, or if earlier, the effective date of the sale.

ARTICLE II

RECOGNITION, UNION SHOP AND CHECK-OFF

Section 2.1 - Recognition

(a) The Employer recognizes and acknowledges that Local Union No. 327, affiliated with the International Brotherhood of Teamsters, is the exclusive representative of all covered employees.

(b) 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

ARTICLE XXIX

HEALTH AND WELFARE BENEFITS

The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND, which is to be administered jointly by the parties, the sum of $274.20 per week for each employee covered by this Agreement who has completed the probationary period. The Employer will deduct $57.00 per week from the earnings of each covered employee in order to partially offset the cost of health insurance. Effective 6/30/13 the contribution will be increased to (up to) $287.60 per week, and the payroll deduction will be increased to (up to) $62.00 per week. Effective 6/29/14 the contribution will be increased to (up to) $310.10 per week, and the payroll deduction will be increased to (up to) $69.00. In the event that the contribution is determined to be more than or less than these stated amounts per week, the increases (or decreases) will be determined on a proportional basis between the employee and the Employer.

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 Trustee 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 all 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. It is understood that no contributions need be made for any employee who does not perform work during any week except as set forth above. In the event that the employee performs no work in a week then no Health and Welfare contribution will be required unless the employee is compensated for at least three (3) days of vacation in that same week.

"The following new provision shall be effective beginning on January 1, 2014: With respect to each employee who is in a job or work classification for which Health and Welfare contributions are required under this agreement, those contributions shall be owed to the Central States Southeast and Southwest Areas Health and Welfare Fund commencing 30 calendar days after the first day the employee has been placed on the employer's payroll, regardless of the employee's probationary or seniority status."

ARTICLE XXX

PENSION

The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of $138.00 per week or $27.60 per day for each employee covered by this Agreement who has completed the probationary period. Effective 6/30/13 the contribution will be $143.50 per week or $28.70 per day. Effective 6/29/14 the contribution will be $149.00 per week or $29.80 per day.

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

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

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. It is understood that no contribution need be made for an employee who does not perform work during any week except as set forth above.

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. Employers who are delinquent must also pay all attorneys' fees and costs of collections.

ARTICLE XXXI

SEPARATION OF EMPLOYMENT

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

ARTICLE XXXII

INSPECTION PRIVILEGES

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

ARTICLE XXXIII

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this contract or of any Supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or in compliance with or enforcement or 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 Supplement thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after the beginning of the period of invalidity or restraint, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

LOCAL SUPPLEMENTAL AGREEMENT
(Sweetwater, Texas)

This is a Local Supplemental Agreement to the Southern Region Master Cement and All Dry Bulk Commodities Agreement covering Schwerman Trucking Co. for the period July 1, 2012 to June 30, 2015.

Schwerman Trucking Co., located at Sweetwater, TX, hereinafter referred to as the Employer, and Local Union No. 997, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the terms and provisions of this Local Supplemental Agreement.

This Local Supplemental Agreement shall be attached to and become a part of the Southern Region Master Cement and All Dry Bulk Commodities Agreement referred to above. If any article or paragraph of this Agreement conflicts with the above-mentioned Master Cement and All Dry Bulk Commodities Agreement, that article or paragraph shall supersede the terms and conditions as set forth in the Master Cement and All Dry Bulk Commodities Agreement.

ARTICLE 1 - MEAL REIMBURSEMENT

If a driver is required to lay over, he/she will be given a meal allowance of $16.00 per layover. Submission of receipts will not be required. The meal reimbursement will not apply for the period July 1, 2009 through January 1, 2010.

ARTICLE 2 - PAID FOR TIME

Cement and Dry Commodities 24% of Revenue.

The revenue used to calculate driver pay will include the full line-haul rate for transporting material.

(A) Drivers will be paid for undelivered returned loads or partial loads per applicable tariffs where such return is not the fault of the driver.

(B) Drivers to be paid for all time in excess of 2 hours at the hourly rate for combined loading and unloading of bulk, packaged or bagged products. If a driver performs only a part of a load, then the two hours will be construed as .75 hour for loading and 1.25 hours for unloading.

(C) Non-Paid Time: The revenue used to calculate driver pay will not include fuel or insurance surcharges billed as a separate line item, demurrage, or equipment charges. Percentage of revenue will not be paid in addition to hourly pay for the same additional charge."

In the case of fuel surcharges, the customer will pay the entire surcharge, and none will be deducted from the line-haul rate; except that if a fuel surcharge is blended into the line haul rate, then the amount of the fuel surcharge that was blended in will be excluded from the driver percentage calculation. The proceeds from fuel surcharges will go to the purchaser of the fuel: For a company truck, the company will keep the fuel surcharge.

(D) Drivers will not be paid for fueling.

(E) None of the work performed under this Supplement will be subject to any overtime provisions.

(F) Staging operations will be negotiated on a local basis.

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The following new provision shall be effective beginning on January 1, 2014: With respect to each employee who is in a job or work classification for which Health and Welfare contributions are required under this agreement, those contributions shall be owed to the Central States Southeast and Southwest Areas Health and Welfare Fund commencing 30 calendar days after the first day the employee has been placed on the employer's payroll, regardless of the employee's probationary or seniority status.

ARTICLE 6 - PENSION

Effective First Pay Period Following:

7-1-12	$73.20 per week
6-30-13	$76.10 per week
6-29-14	$79.10 per week

ARTICLE 7 - MAINTENANCE

Section 7.1

The Company guarantees the employees covered by this Article a regular work week, provided the employee is able, available, and reports for work at his established time and place of work. A work week shall be defined as five (5) consecutive work days of eight (8) hours per day, excluding a meal period. The above shall not apply to probationary employees. For the purpose of this Section, it is hereby understood and agreed that for all employees covered by this Article, all overtime rates will begin after eight (8) hours per day and/or forty (40) hours per week.

No employee shall be compelled to take more than one (1) hour or less than one-half (1/2) hour for meals. Meal period shall be taken between the third (3rd) and sixth (6th) hours of work unless otherwise mutually agreed to. Meal period shall be without pay.

Section 7.2

Time and one-half shall be paid for all hours worked outside the scheduled work day or work week. Overtime shall not be pyramided. Holiday pay shall not be considered as hours worked for the purpose of computing overtime. Holiday pay shall be included as earnings for computation of the weekly guarantee. No employee will suffer a reduction in his guaranteed work week because of a holiday falling within his bid work week. When an employee works on a holiday, he will receive one and one-half time regular pay, plus pay for holiday.

Section 7.3

The bidding of the shifts will be posted once each year unless otherwise agreed to by the employer and the Union. The Company may post additional bids at any time on an as needed basis.

All shop employees will receive a notice of seven (7) calendar days if they are going to be placed on layoff.

Section 7.4

The Company will furnish all tools, such as power wrenches and special equipment, at no expense to the employee.

The procedure to be applied for the upgrading of mechanics will be set forth in a separate addendum to this Agreement. The Company has the right to negotiate an apprentice program whenever the Company has a need to implement such a program.

The Company will have the right to assign work. Mechanics will continue to be paid for actual expenses for meals and rooms as in the past while on road trips.

certifications to keep the increased pay in future years. This incentive pay will apply to Classes A, B, and C only. The company will pay the fees for the certification tests, but will not pay for time spent taking the tests. The effective date of the ASE increases will be the date of notification of certification by ASE.

ARTICLE 8 - OTHER

(A) Drivers will be issued a pair of work gloves up to once each quarter as needed. There will be an allowance of $50.00 per year for each driver for the purchase of safety shoes; except that the shoe allowance will not be paid in the first year of this agreement. The Company will make an earnest effort to obtain the most suitable safety glasses or goggles for the requirements of the driving job.

(B) Each employee will be allowed up to five (5) days pay per year at 8 hours per day if required to serve on a jury.

(C) Funeral leave will be allowed for an employee's grandfather or grandmother. Eligibility for funeral leave will also include children of whom the employee has been made the legal guardian.

(D) All dispatchers dispatching Sweetwater terminal drivers will be give a copy of the dispatch rules and the local supplement, and will have access to the master agreement.

(E) Schwerman Trucking Co. values the professionalism and knowledge of its employees. The Company may consult with employees on operational issues in order to have a more efficient and effective operation.

(F) On storage bin movements, the Company will insure that two people are present for hook and drop operations.

(G) When a driver gets a 3-month DOT Physical certification the driver will be required to submit medical documentation within two (2) weeks that he/she is receiving medical treatment for the condition. If medical documentation is not provided to the company within the two (2) week period then the driver will be considered not qualified until proof is provided to the company that the driver has sought medical treatment.

ARTICLE 9 - DURATION

This Supplemental Agreement shall become effective as of July 1, 2012, and shall remain in full force and effect until the 30th day of June 2015.

It is understood and agreed by the parties signatory hereto that either party may, by proper written notification of sixty (60) days prior to the anniversary date effective with anniversary of June 30, 2015 and thereafter, open this Supplemental Agreement for negotiations.

Signed this 22nd day of Oct, 2012.

LOCAL UNION NO. 997

Affiliated with the International Brotherhood of Team[redacted]

BY: [redacted]

ITS: [redacted]

SCHWERMAN TRUCKING CO.

Loca[redacted]

BY: [redacted]

ITS: [redacted]

Redacted by U.S. Department of the Treasury

Supswt12.doc

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SUPER FOOD SERVICES INC.
ACCOUNT NO.: 7167685-0109-00908-C

LETTER OF UNDERSTANDING AND AGREEMENT

Product Handling Employees.

Contributions will be remitted to the Central States Pension Fund on behalf of any warehouse employee who handles product, including casual employees, after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. All such new employees shall have contributions in years one through three paid at 50% of the full contribution rate. In year four and thereafter, contributions will be made at 100% of the full rate. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

Non-Product Handling Employees:

Contributions will be remitted to the Central States Pension Fund on behalf of any employee covered by the collective bargaining agreement who does not handle product, other than a casual 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 at 100% of the full contribution rate for all compensated periods, including paid vacations, paid holidays, and actual time worked.

Effective January 1, 2014, and with prospective application only, in the event that any non-product handling 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 other non-product handling employees.

Effective January 1, 2014 and with prospective application only, once pension contributions commence on an employee, a contribution is required for all compensated periods thereafter. Therefore, as of the effective date noted above, pension contributions will be remitted on regular employees even if they are reduced to casual status for any reason.

SUPER FOOD SERVICES INC.	LOCAL UNION NO. 908
By: [redacted]	By: [redacted]
Title: [redacted]	Title: [redacted]
Date: 3/30/2014	Date: 7/3/14

WAREHOUSE AGREEMENT

NASH FINCH COMPANY, INC.

Lima, Ohio

NASH FINCH COMPANY

And

TRUCK DRIVERS, WAREHOUSEMEN AND HELPERS UNION, LOCAL 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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AGREEMENT

EFFECTIVE: January 27, 2013 **TERMINATION: January 30, 2016**

WAREHOUSE DIVISION

THIS AGREEMENT, made and entered into by and between the **TRUCK DRIVERS, WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 908, of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA** (hereinafter called the "Union") and **NASH FINCH COMPANY** (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.

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 building maintenance, warehouse mechanics, warehousemen and production employees, but excluding truck drivers, transportation mechanics, yardmen, clerical, office workers and supervisory employees with authority to hire, promote, discharge or otherwise effect changes in the status of employment, or effectively recommend such action.

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.

ARTICLE XXII - PENSION

22.1 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 thirty (30) days or more of service the following weekly contributions:

January 27, 2013	$201.20
January 26, 2014	$209.20
January 25, 2015	$217.60

22.2 Current employees who are in the following progression as of April 30, 2006 shall remain in the progression. All new hires following April 30, 2006 shall have contributions in years 1-3 equal to fifty percent (50%) of the full pension contribution rate, and in year 4 and thereafter, 100% of the full contribution rate.

In the 1st year after qualification	20% of the full contribution rate
In the 2nd year after qualification	40% of the full contribution rate
In the 3rd year after qualification	60% of the full contribution rate
In the 4th year after qualification	80% of the full contribution rate
In the 5th year after qualification	100% of the full contribution rate

Section 22.2 only applies to full-time warehouse and casual employees who handle product. All other warehouse employees shall receive the pension contribution set forth in Section 22.1 of this Agreement.

22.3 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 employees' 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) 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 during the period of absence.

ARTICLE XXIII - JURY DUTY

23.1 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 compensated for any loss of income, based on the guaranteed workweek. This Article is to apply only when an employee is called for jury duty, and shall not apply if any employee voluntarily offers his service as a juror.

AGREEMENT

between

SEALY MATTRESS COMPANY OF KANSAS CITY

and

TEAMSTERS LOCAL UNION NO. 838

APRIL 1, 2015 – MARCH 31, 2018

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AGREEMENT

THIS AGREEMENT entered into **March 31, 2015**, between SEALY MATTRESS COMPANY, KANSAS CITY, Party of the First Part, hereinafter called the EMPLOYER and WAREHOUSE, MAIL ORDER, RETAIL, OFFICE CLERICAL, ICE, COLD STORAGE, SOFT DRINK, BEER, PLASTICS, OPTICAL, WASTE PAPER, DISTRIBUTION WORKERS, FURNITURE, VAN AND STORAGE DRIVERS, TAXICAB, SERVICE EMPLOYEES, FOOD, PRODUCE AND POULTRY PROCESSORS, MISCELLANEOUS DRIVERS AND HELPERS, MANUFACTURING AND INDUSTRIAL WORKERS LOCAL 838 affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, Party of the Second Part, hereinafter called the UNION and their members, hereinafter called the "Employees".

WITNESSETH:

ARTICLE 1
Recognition

(a) The Employer recognizes and acknowledges the Union as the exclusive representative of all employees in the classification of work covered by this agreement hereinafter listed for the purposes of collective bargaining as provided by the National Labor Relations Act. Any additional associated classifications within the union are subject to agreement between the parties.

(b) The jurisdiction of the Union shall be its traditional jurisdiction and it is the intention of the parties to neither diminish nor expand the Union's jurisdiction through this Agreement.

ARTICLE 2
Union Shop

(a) Should the Kansas Right-To-Work Law be changed any time during the term of this Agreement by action of the State of Kansas or the national Congress, then the Employer shall meet

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.

ARTICLE 36

Pension Program

(a) For each of the Employer's employees who have thirty (30) or more calendar days of employment, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund B Plan, the sum of **one hundred twenty one dollars and ten cents ($121.10) per week** increased as follows:

- **April 1, 2016,** the sum of **one hundred and twenty five dollars and ninety cents ($125.90) per week.**
- **April 1, 2017,** the sum of **one hundred and thirty dollars and ninety cents ($130.90) per week.**

The Obligation to pay for and make the required weekly contribution for the Pension Program hereby established for covered employees of the Employer shall rest solely with the Employer, except as hereinafter provided. Extra, probationary and temporary employees shall not be covered by the Pension Program established under this Agreement. Contributions will begin upon attainment of thirty (30) calendar days of employment, without any retroactivity.

(b) The Employer shall pay and make the weekly contribution for the Pension Program hereby established for each week worked by a covered employee, even though such employee may work for the Employer only part time during such week. If such employee is absent from work during any week because of illness or noncompensable injury and notifies the Employer of such absence, the Employer shall continue to pay and make the required weekly contributions, so long as the employee has thirty (30) or more days of employment and/or is on the Employer'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 Employer shall continue to pay and make such

weekly payments, so long as the employee has thirty (30) or more days of employment and/or is on the Employer's regular seniority list, but for a period of not more than six (6) months.

(c) If a covered employee is absent from work during any week due to layoff or leave of absence granted by the Employer, the Employer shall not be required to pay or make any weekly contribution for such employee. However, if any such regular employee so desires, he may continue his Pension Program contributions so long as he is on the Employer's regular seniority list and/or has thirty (30) or more days of employment by making prior arrangements with the Employer, who shall collect from such employee sufficient monies for the Employer to make the weekly contributions due the pension fund on account of such employee during any such absence.

(d) The existing retirement policies of any Employer signatory to this Agreement with respect to age and physical or mental ability are completely independent of the Employer's obligations under this Article.

(e) By the execution of this Agreement, the Employer agrees to enter into appropriate trust agreements necessary for the administration of such pension fund and to designate the Employer'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.

(f) Failure of the Employer 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 such Employer, 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 19 hereof.

ARTICLE 37

Scope of Agreement

The parties hereto have met, discussed, and negotiated with respect to all areas and phases of collective bargaining and this Agreement represents the full agreement of the parties and supersedes and cancels all previous agreements and understandings between the parties.

AGREEMENT

between

TEAMSTERS LOCAL UNION NO. 293
Affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA

and

SEALY MATTRESS COMPANY
MEDINA, OHIO

Bassett
BEDDING

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2012 - 2015

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SEALY MATTRESS COMPANY

LABOR AGREEMENT

THIS AGREEMENT entered into as of the 30th day of November, 2012, by and between SEALY MATTRESS COMPANY, hereinafter called the "Employer", and TEAMSTERS UNION LOCAL NO. 293, Affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter called, the "Local" or the "Union".

WITNESSETH:

ARTICLE I - REPRESENTATION - UNION SHOP

1. The Employer recognizes and acknowledges that the Union is the exclusive representative of all truck drivers and loaders, excluding all production and maintenance employees currently represented by UNITED STEEL WORKERS OF AMERICA (UPHOLSTERY & ALLIED INDUSTRIES DIVISION), Local 48, guards, office and plant clerical employees and supervisors as defined in the National Labor Relations Act, as amended.

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 employment. All present employees who are not members of the Union, and all employees or members who are hired hereafter, shall become and remain members in good standing of the 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 section, whichever is the later.

3. Subject to the requirements of law concerning authorization and assignment by the employees individually, the Employer agrees to deduct membership dues (which shall be deemed to include periodic fixed dues, initiation fees and assessments which are uniformly required of all members) from the earnings of its employees monthly and transmit the same to the Union. The

ARTICLE XVII - EQUAL RIGHTS

1. All reference to employees in this Agreement designates both sexes and whenever the male gender is used it shall be construed to mean male and female employees.

2. The Company and the Union will strive to ensure that all employees are recruited, hired, selected for training, transferred, upgraded, granted privileges of employment, laid off, demoted or discharged without regard to their race, color, religion, gender, handicap, disability, national origin, age, veteran status or other protected status, and in accordance with all applicable laws, directives and regulations of Federal and State entities.

ARTICLE XVIII - PENSION FUND

1. The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of **$132.80** per week effective 12/1/**12**; **$138.10** per week effective 12/1/**13**; and, **$143.60** per week effective 12/1/**14** for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. There shall be no other pension fund under this contract for operations under this contract or for operations under the Southeast and Southwest Areas' contracts to which Employer who are party to this contract are also parties. No contribution shall be required under this paragraph for part-time night loaders, except as noted in Section 2 of this Article.

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

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

required contributions until such employee returns to work; however, such contribution shall not be paid for a period of more than six (6) months.

4. Contributions will be remitted to the Central States Pension Fund on behalf of all employees covered by the collective bargaining agreement (cba) after they have been on the Employer's payroll for thirty (30) calendar days.

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

5. The Company will provide a 401(k) plan for bargaining unit employees. Such plan will be offered during calendar 2004, and will be subject to the plan provisions.

ARTICLE XIX - CREDIT UNION

Upon written authorization of any employee covered by this Agreement, the Employer agrees to make one (1) deduction per week earnings due the employee and to remit the same to the Ohio Teamster's Credit Union, Inc. with the names of the contributing employees and the amount contributed.

ARTICLE XX - LEAVE OF ABSENCE

1. **Any employee desiring a Leave of Absence from his employment shall secure written permission from his employer. Any employee receiving approval for such a Leave of Absence shall be responsible to notify the Union. The maximum Leave of Absence shall be 30 days, but may be extended for like periods if mutually agreed to.**

Agreement

Between

SECURITY LUMBER COMPANY

And

TEAMSTERS LOCAL UNION NO. 179
Affiliated with the I.B. of T.

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DEPARTMENT

Effective

March 1, 2015

Thru

February 28, 2018

AGREEMENT made by and between Security Lumber Company ("Employer") and Teamsters Local Union No. 179, affiliated with the I.B. of T. ("Union").

ARTICLE 1 - RECOGNITION

This Agreement covers truck drivers and drivers operating delivery vehicles equipped with hoisting devices, drivers operating yard tractors, yard cranes, yard boom trucks and yard lifts or carriers.

This Agreement is binding upon the parties and their respective successors, administrators, executors and assigns. If the Employer during the period of this Agreement sells, transfers, assigns, or leases its business to a purchaser or lessee who continues to operate the business, the Employer shall inform the purchaser or the lessee of the exact terms of this Agreement and shall make the sale or lease conditional on the new purchaser or new lessee assuming all economic obligations of this Agreement until its expiration date. Such notice shall be in writing with a copy to the Union at the time the seller, transferor, or lessor makes the purchase and sale negotiations known to the public or executes a contract or transaction as herein described, which ever first occurs. The Union shall also be advised of the exact nature of the transaction, not including financial details. In the event that the Employer absorbs the business of another company, the seniority of the members affected shall be merged according to their date of employment to the extent of the Employer's need both as to qualifications and number of persons.

ARTICLE 2 - UNION SHOP AND CHECK-OFF

Section 2.1 Union Shop

A. All Employees covered by this Agreement shall become members of the Union thirty-one (31) days from the effective date of this Agreement or thirty-one (31) days from their date of employment, whichever is later, and shall remain members of the Union in good standing as a condition of continued employment. An Employee who has failed to acquire or thereafter maintain membership in the Union as herein provided shall be terminated seventy-two (72) hours after his/her Employer has received written notice from an authorized representative of the Union certifying that membership has been and is continuing to be offered to such Employee on the same basis as all other members, and further, that the Employee has had notice and opportunity to make all dues payments.

B. The Employer, its agents and supervisory employees, will not discriminate against, interfere with, restrain or coerce its Employees because of membership in the Union or duly authorized activities of the Union.

C. The Employer agrees that upon receipt of a proper written individual authorization of an Employee, the Employer shall deduct monthly (on the last regular payday of each month) from the pay of such Employee his/her dues, initiation fees (such fee shall be divided into

ARTICLE 16 - PENSION

Fund and Contributions Defined

The Employer shall contribute to the Central States Southeast and Southwest Areas Pension Class Fund the sums listed below per week (regardless of the hours worked that week) for each regular Employee covered by this Agreement who has been on the payroll thirty (30) days or more (Class 17B - Fund):

Effective March 1, 2015.....$217.60 per week

Effective March 1, 2016.....$226.30 per week

Effective March 1, 2017.....$235.40 per week

In the event the Employer withdrawals from the Central States Pension Fund, the Employer will immediately begin making the required contributions into the Company 401(k) Plan* on behalf of each Employee, and shall be as follows:

Effective March 1, 2015.....$217.60 per week, per employee

Effective March 1, 2016.....$217.60 per week, per employee

Effective March 1, 2017.....$217.60 per week, per employee

***The Employer shall provide proof of required contributions January 1st of each year.**

A. If an Employee is absent because of non-occupational illness or injury, the Employer shall continue to make the required contributions for a period of four (4) weeks.

B. If an Employee is absent because of occupational illness or injury, the required contributions shall be made until the Employee returns to work, or for a period of six (6) months, whichever is the shorter period.

All Trust Agreements and Pension Agreements jointly entered into and executed pursuant to the above provisions shall be considered as a part of this Agreement.

ARTICLE 17 - FUNERAL LEAVE

Funeral leave up to three (3) regularly scheduled work days with pay at straight time rate shall be given to an Employee in case of death in the immediate family (father, mother, wife, husband, child, including stepmother, stepfather, stepchildren, mother-in-law, father-in-law, brother, sister, and members' grandparents).

NATIONAL MAINTENANCE AGREEMENTS POLICY COMMITTEE, INC.

1501 Lee Highway, Suite 202
Arlington, Virginia 22209
Phone: (703) 841-9707

Imperial Secretary
Stephen R. Lindauer

TRUST FUND PARTICIPATION AGREEMENT FOR USE UNDER THE NATIONAL MAINTENANCE AGREEMENT

The undersigned Employer employing members of the Local Union and other eligible employees, for and in consideration of the provision of benefits by the Plan and Trust, agrees to be bound by and to comply with the applicable provisions of the Local Collective Bargaining Agreement which provides such benefits, as well as the Agreement and Declaration of Trust establishing the Plan and Trust, as amended and hereafter amended from time to time, as follows:

1. "Employer" means SENCO Construction, Inc.
2. "Local Union" means Local 135
3. "Plan" means the Central States Southeast and Southwest Areas Pension Fund
4. "Trust" means the SE and SW Areas Health and Welfare Fund
5. "Local Collective Bargaining Agreement" means the Illinois Heavy/Highway Agreement, a copy of which shall be provided by the Local Union to the Employer.
6. "Declaration of Trust" means the Health and Welfare Fund, a copy of which shall be provided by the Local Union to the Employer.
7. "Trustees" mean the trustees of the Trust
8. "National Maintenance Agreement" means the NMAPC Teamster Agreement, to which the Employer is signatory, dated 4/23/13.
9. The purpose of this agreement is to implement Article IX of the National Maintenance Agreement and serve as the written agreement required by section 302(c) of the National Labor Relations Act, to permit the Employer to make, and the Trustees to receive, contributions to the Plan and Trust on behalf of the Employer's employees working under the National Maintenance Agreements.
10. The provisions, and only those provisions, of the Local Collective Bargaining Agreement which set forth the basis on which contributions are to be made to, and benefits paid from, the Plan and Trust, are incorporated herein by reference, and consistent with Article IX of the National Maintenance Agreement.

11. The Employer accepts as its representatives the present employer Trustees, and their successors as may be appointed from time to time during the term of this agreement.

12. The obligations of the Employer under this agreement, including the obligation to make contributions to the Trust, shall coincide with the work which the Employer performs under the National Maintenance Agreement, and this agreement shall terminate at the same time the National Maintenance Agreement, to which the Employer is signatory, terminates, or is terminated according to the provisions thereof.

Signed this 6th day of May, 2013.

SENCO Construction, Inc.
Name of Employer

By: Redacted by U.S. Department of the Treasury

PO Box 651
Mailing Address

Robinson, IL 62454
City, State, Zip Code

37-1335677
Federal I.D. Number

Accepted this 23 day of Aug, 2013.

Teamsters
Name of Union

Redacted by U.S. Department of the Treasury

By: Redacted by U.S. Department of the Treasury
Title

25 Louisiana Ave, NW
Mailing Address

Washington, DC 20001
City, State, Zip Code

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BY:

SUPPLEMENTAL AGREEMENT

This Supplemental *Agreement* shall be attached to the Collective Bargaining Agreement known as Central Conference of Teamsters Tank Truck Agreement for the period of November 15, 2012 to November 14, 2015, except as hereby changed this entire agreement and supplement thereof shall constitute the *Collective* Bargaining Agreement between Seneca Petroleum Company, Inc., and Teamsters Local No. 20, for the above named company's plant operation at 1441 Woodville Road, Toledo, Ohio.

This *agreement* shall *cover the* plant operations at Toledo, Ohio and shall include all Production, maintenance and *general* plant work. It shall exclude the plant manager, office personnel and laboratory technicians.

PROBATIONARY PERIOD

The probationary period shall be

(60) days SENIORITY

Same as Tank Truck *Agreement* - Article #5, except, Recall Rights - Employees hired prior to 05-01-89 shall have two (2) years recall rights. Employees hired after 05-01-89 shall have 18 months recall rights.

DISCHARGE OR SUSPENSION

Same as Tank Truck Agreement -

Article 11 LOSS OR DAMAGE

No employee shall be discharged for loss or damage to the products or *equipment* unless such loss or damage is proven to be deliberate or malicious.

MEAL PERIOD

Recognizing that the plant is working on the basis of an eight (8) hour shift, the *employees* shall eat at any time and shall be paid for such time. (30 Min)

MEAL ALLOWANCE

The meal allowance will be $7.00

SAFETY

Same as Tank Truck *Agreement* –

AS DEFINED BY CENTRAL STATES:

Effective 11/15/12 - $297.70

Effective 11/11/13 - $327.50

Effective 11/16/14 - $360.30

PENSION PLAN 17- B

The Company agrees to pay the following rates:

AS DEFINED BY CENTRAL STATES:

Effective 11/15/12 - $193.50

Effective 11/11/13- $201.20

Effective 11/16/14 - $209.20

LAYOFF

The Company and Union have agreed to allow voluntary lay off. The principle and time limits set forth have been accepted by both parties. These limits are imposed in order to allow the Company to effectively manage the plant. The Company has agreed to voluntary lay off in the spirit of its proposal by the Union, which is to allow flexibility in lay off procedure, whereby seniority men may accept lay off and allow younger men to work in situations that give a mutual benefit to both parties. This rule is not now and never was intended to give either party the opportunity to disrupt or interfere with efficient operation of the plant.

Seniority men may take lay off at any time there are other lower seniority men from their department on lay off, subject to the following rules:

A. Any man who wants to take voluntary lay off has the following options:

1. Within seventy two (72) hours following the posting of lay off.

2. By giving the Company two (2) schedule weeks notice at other times when allowed.

B. There must be enough qualified men to fill all jobs.

C. A seniority man on voluntary lay off may return to work before regular recall, but he must notify the Company two (2) weeks in advance. A voluntary lay off must be a minimum of four (4) weeks.

AGREEMENT

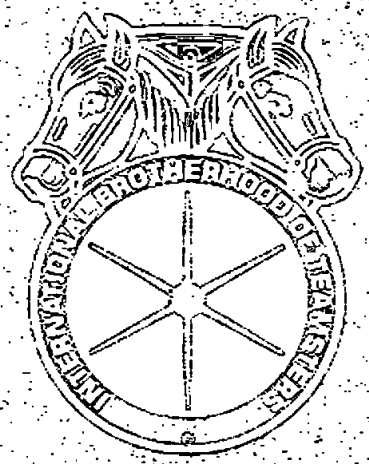
BETWEEN

SENSIENT FLAVORS INC.

SENSIENT

AND

TEAMSTERS UNION LOCAL NO. 695



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CONTRACT DEPARTMENT

June 8, 2015 through June 4, 2017

AGREEMENT

THIS AGREEMENT 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 **SENSIENT FLAVORS INC.**, Juneau, Wisconsin, its successors and assigns, hereinafter referred to as the "Company."

ARTICLE 1 — RECOGNITION

Section 1.1 This Agreement relates and is limited to plant employees of the Company working at Juneau, Wisconsin, who are under the jurisdiction of the Union, working on jobs as set forth in the attached wage schedule. This Agreement does not relate to office employees, plant manager, superintendents, fieldmen, or any other employees who have the authority to hire or discharge.

Section 1.2 The Company recognizes the Union as the exclusive Bargaining Agent for all employees covered by this Agreement.

ARTICLE 2— SELECTION OF EMPLOYEES - CONDITIONS OF EMPLOYMENT - UNION SECURITY

Section 2.1 The Company has the sole right to select and hire new employees.

(a) When a job vacancy occurs or a new job is created, such job shall be posted by the Company for at least seven (7) days; and any employee desiring the posted job shall sign the notice. The Company shall select from among the signers an employee to fill the job. Selection shall be on the basis of qualifications for the job. If two (2) or more signers have similar qualifications, preference shall be given to the employee with the most seniority. Employees shall not cross-bid on vacancies in their own classification group more than once each twelve (12) months. This limitation can be waived by agreement between the Company and the Shop Committee. A new employee shall not down bid for a period of twelve (12) months from the date of hire. Laboratory Technician, Dryer and Separator are restricted from bidding for twelve (12) months once accepted on a job posting.

(b) The employee so selected shall be given a training period of:

1. Thirty (30) calendar days if moving to a Group E or Group F position, during which the employee will have ten (10) training days to decide if he/she will stay in the new position. If the Company wants an

The only absence which will be excused and counted for earning purposes is prearranged time off granted under this Section 21.1.

If an employee leaves work early, then that day will not be counted as a day worked toward the attendance award.

People with two (2) weeks vacations do not earn attendance for first two (2) weeks. People with three (3), four (4) or five (5) weeks vacation will earn one (1) hour per week for third (3rd), fourth (4th) and fifth (5th) weeks. In other words, the Company will spot one (1) hour per week for third (3rd), fourth (4th) and fifth (5th) weeks of vacation.

ARTICLE 22 — HEALTH AND WELFARE

Section 22.1 The Company has established a general Health and Welfare program which includes the following benefits:

Life Insurance	$15,000 for employee
AD&D	$15,000 for employee
Weekly Disability (Based on a 5-Day Work Week)	Effective June 6, 2011, $450/week. First day injury or hospitalization; fourth scheduled working day of illness for 26 weeks.

The Company will make available the same medical, dental and vision plans which are generally available to all its other employees at its other U.S. Plants, provided that the costs and coverage are similar to the costs of the Company's other medical plans. The cost sharing will be based generally on the Company reviewing its loss experiences from prior years as well as projected medical costs. Changes to the plan's coverage and costs may be made from time to time as long as these changes are discussed and explained to the Union Shop Committee.

Section 22.2 In accordance with the Summary Plan Description, the Company will continue to make the health insurance available to an employee who is drawing a benefit from a Company sponsored disability plan. 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.

ARTICLE 23 — PENSIONS

Section 23.1 Effective June 8, 2015, the Company shall contribute to the Central States Pension Fund the sum of One Hundred Seven Dollars and Ten Cents ($107.10) per week for Schedule B for each employee covered by this Agreement who has been on the

payroll for thirty (30) days or more. Effective June 6, 2016 this contribution will increase to One Hundred Eleven Dollars and Forty Cents ($111.40) per week.

Section 23.2 This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement.

Section 23.3 By the execution of this Agreement the Company authorizes the Employer's Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such agreement hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 23.4 If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. 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 23.5 Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this Contract, including weeks where work is performed for the 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 the paragraph.

ARTICLE 24 — SUPERVISORY EMPLOYEES

Section 24.1 No employee in a supervisory capacity shall work in a production line except for purposes of instruction. This does not apply to working foreman.

Section 24.2 All employees in the bargaining unit shall be paid on the hourly rates

ARTICLE 25 — PROTECTION OF RIGHTS

Section 25.1 It shall not be a violation of this Agreement and shall not be cause for discharge or disciplinary action in the event an employee:

AGREEMENT

By and Between

Seppi Brothers Concrete Products

and

TEAMSTERS GENERAL LOCAL 346
Duluth, Minnesota

July 1, 2012
through
June 30, 2017

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CONTRACT
DEPARTMENT

AGREEMENT

By and Between

SEPPI BROTHERS CONCRETE PRODUCTS

and

TEAMSTERS GENERAL LOCAL 346

SEPPI BROTHERS CONCRETE PRODUCTS of Virginia, Minnesota, hereinafter referred to as the "Employer" and TEAMSTERS GENERAL LOCAL 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 in the Duluth Branch. There shall be no discrimination or discharge of any employee because of Union affiliation.

Section 2. The Company shall have the sole jurisdiction over all the management rights and functions provided there shall be no conflict with the terms of this Agreement.

ARTICLE 2.

UNION SECURITY: Section 1. 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.

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a certificate certifying such sickness or injury from a medical doctor if the Employer requests the same.

Contributions to the Health and Welfare Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this contract, and although contributions may be made for those weeks into some other Health and Welfare Fund.

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

ARTICLE 29.

PENSION: Effective July 1, 2012, the Employer shall contribute to a 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 providing such employee received pay or worked during such week. This reflects the 17b pension.

Effective July 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 providing such employee received pay or worked during such week. This reflects the 17b pension.

Effective July 1, 2014, the Employer shall contribute to a Pension Fund the sum of two hundred and eight dollars and eighty cents ($208.80) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more providing such employee received pay or worked during such week. This reflects the 17b pension.

Effective July 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 providing such employee received pay or worked during such week. This reflects the 17b pension.

Effective July 1, 2016, and for the duration of the 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 providing such employee received pay or worked during such week. This reflects the 17b pension.

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

The parties agree that pension contributions will be remitted to 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. Each week that such employee performs work or receives compensation will require a contribution to Central States Pension Fund on his/her behalf.

If 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.

With respect to part-time employees, the parties agree that in the event that an individual employed on a part-time basis (meaning short term employees whose employment is uncertain or irregular and for a limited or temporary purpose) works 1,000 hours or more in a 12-month period, he/she will be considered a regular employee for the purposes 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 full-time employees.

Section 2. 401(k) Plan: It is agreed that a Trust Agreement shall be adopted with a Board of Trustees, an equal number appointed by Teamsters Local 346 and an equal number appointed by participating Employers. The Trustees shall establish a Defined Contribution Plan. The Plan and Trust Agreement shall comply with all applicable provisions of the Internal Revenue Code and the Employee Retirement Income Security Act.

It is further agreed that the Plan shall be a defined contribution plan. The Trust Agreement shall provide that the Trustees may appoint a qualified investment manager as defined in

SERRA BROTHERS, INC.
ACCOUNT NO.: 7207200-0103-00337-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, casual, extra, or temporary employee, covered by the collective bargaining agreement after the employee has been on the Employer's payroll for thirty (30) calendar days, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

In the event that any part-time, casual, extra, or temporary employee works 1,000 hours or more in any 12-month period, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by this contract for regular employees.

The parties agree that **Robert Bruno** and **George Ricker** are the only salesmen covered by the agreement, and will be permitted to continue to participate in the Central States Pension Fund. It is understood that all other current or future salesmen are excluded from the bargaining unit, are not covered by the agreement, and will not be permitted to participate in the Pension Fund.

Redacted by U.S. Department of the Treasury

By

Tit

Date: 10/3/13

Redacted by U.S. Department of the Treasury

By:

Title

Date: 8-19-2013

AGREEME

effective

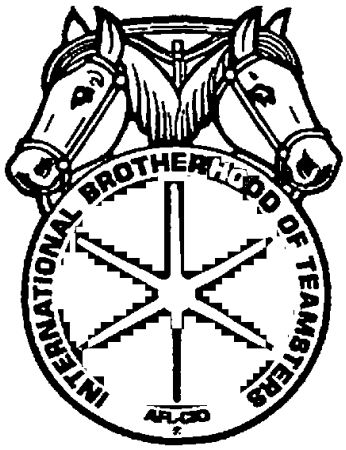
October 1, 2012 through October 1, 2015

between

SERRA BROTHERS, INC.

and

TEAMSTERS LOCAL 337



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CONTRACT DEPARTMENT

The International Brotherhood of Teamsters

AGREEMENT

THIS AGREEMENT, signed _____, 2012,
and effective _____, 2012, by and between

SERRA BROTHERS, INC.
7201 W. FORT STREET DETROIT MI 48209

party of the first part, (the Employer), and Teamsters Local 337, affiliated with the International Brotherhood of Teamsters, located at 2801 Trumbull Avenue, Detroit, Michigan 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 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 a appropriate bargaining unit designate, as evidenced through a card check, the Union as their bargaining representative.

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ARTICLE XII

GENERAL

Section 1. The Employer agrees that it will allow 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 individual's 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 XIII

HEALTH AND WELFARE AND PENSION

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund Key II Plan 113 for each employee covered by this Agreement who is currently on the regular seniority list a contribution as follows, with employees contributing 20% of the increases over the life of the contract as stated:

$320.90	Contribution effective from 10/1/12 through 3/30/13
$344.44	Contribution effective from 3/31/13 through 3/29/14
$370.80	Contribution effective from 3/30/14 through 3/28/15
$389.25	Contribution effective from 3/29/15 through expiration

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The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund Key III Plan 728 (minus dental & optical) for each employee covered by this Agreement who is hired after October 1, 2012, a contribution as follows, , with employees contributing 20% of the increases over the life of the contract as stated:

$254.60	Contribution effective from 10/1/12 through 3/30/13
$279.05	Contribution effective from 3/31/13 through 3/29/14
$300.45	Contribution effective from 3/30/14 through 3/28/15
$321.15	Contribution effective from 3/29/15 through expiration

Company to reimburse first $200 of deductible upon receipt of medical bills.

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 10-01-12
$268.80	per week	Effective as of 10-01-1 3
$279.60	per week	Effective as of 10-01-14

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 Fund, Dept. 10291, Palatine IL 60055-0291

Contributions to the Health and Welfare Fund and to the Pension Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this Contract, including paid vacations and weeks where work is performed for the Employer but not under provisions of this Contract, and although contributions may be made for those weeks into some other Health & Welfare Fund and/or Pension Fund. Employees who work either temporarily or in cases of emergency under the terms of this Contract will not be covered by the provisions of this Article.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer will continue to make the required contributions to the Health and Welfare Fund and Pension Fund for a period of four (4) weeks. If an employee is injured on the job, the Employer will continue to pay the required contributions until such employee returns to work; however, such contributions will 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 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.

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 resulting losses.

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, waiving all notice and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

ARTICLE XIV
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

COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN

SERVICE STEEL COMPANY
Division of
VAN PELT CORPORATION

AND

TEAMSTERS LOCAL UNION No. 247
an affiliate of the International Brotherhood
of Teamsters

Effective: May 1, 2014 through April 30, 2017

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CONTRACT
DEPARTMENT

AGREEMENT

THIS AGREEMENT, MADE AND ENTERED INTO this 1st Day of May, A.D., 2014, by and between Service Steel, Division of Van Pelt Corporation located at 13700 Sherwood Detroit, Michigan, 48212 party of the first (1st) 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 and economic relations between the parties.

ARTICLE 1
RECOGNITION, UNION SHOP AND DUES

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

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 thirty-first (31st) day following the beginning of their employment or on and after the thirty-first (31st) day following the effective date of the 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 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

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 16
PAID-FOR TIME

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rate 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/she is effectively released from duty. All time lost 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 by the Employer. Such payment for driver's time when not driving shall be at the hourly rate.

Drivers called to work shall be allowed settlement time, without pay, to get to the garage or terminal and shall draw pay from the time ordered to report and register in.

ARTICLE 17
HEALTH AND WELFARE AND PENSION

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund (MCTWF) for their SOA Plan 100 benefit plan, for each employee covered by this Agreement who is on the regular seniority list, effective commencing the thirty-first (31st) calendar day of employment unless otherwise specified in Schedule "A" attached, a contribution of:

Effective:	Weekly Amount:	Plan:
5/4/14	$410.75	SOA 100
7/20/14	$355.05	New SOA 761 (without retirees)
3/29/15	$375.45	New SOA 761 (without retirees)
4/3/16	$390.45	New SOA 761 (without retirees)
4/2/17	$416.25	New SOA 761 (without retirees)

NOTE: The Employer agrees to re-open "wage" only negotiations annually, within forty-five (45) days of Agreement anniversary date, should there be any reduction in the health and welfare/pension rates.

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

The Employer agrees to abide the terms and conditions as set forth in the MCTWF Participation Agreement.

Additionally, the Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund the "Pension Fund" for each employee covered by this Agreement who is on the regular seniority list, effective commencing the thirty-first (31st) calendar day of employment unless otherwise specified in Schedule "A" attached, a contribution of:

Effective:	Weekly Amount:
5/1/14	$274.00
5/1/15	$290.40
5/1/16	$302.00

NOTE: The Employer agrees to re-open "wage" only negotiations annually, within forty-five (45) days of Agreement anniversary date, should there be any reduction in the health and welfare/pension rates.

All payments into the Pension Fund must be made within fifteen (15) days from the end of each calendar month to the Central States Funds, Department 10291, Pallatine, Illinois 60055-0291.

The Employer agrees to abide the terms and conditions as set forth in the Pension Fund's Participation Agreement.

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 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 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 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 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 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 its contribution to the MCTWF and/or Pension Fund, in accordance with the rules and regulations of the trustees of such Funds and after the proper official of the Union shall have given seventy-two (72) hours' notice to the Employer of such delinquency in the MCTWF and Pension Fund payments, the Union shall have the right to take such action as it deems necessary, including the right to strike, 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 or pension payments, the Employer will pay the attorney's fees in full and all other costs of collection.

ARTICLE 18
PENALTY CLAUSE

Non-payment by the Employer of wages, health and welfare, pension or any other monetary benefits contained in this Agreement for any reason whatsoever including failure of a customer or other contractor to pay its obligation shall not relieve the Employer from its obligation. In addition to any other remedies to which the parties may be entitled, such Employer shall be obligated to pay interest at the rate of six percent (6%) per annum on the monies delinquent together with all expenses of litigation and/or collection, including, but not limited to, attorney's fees.

ARTICLE 19
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 20
BONDS

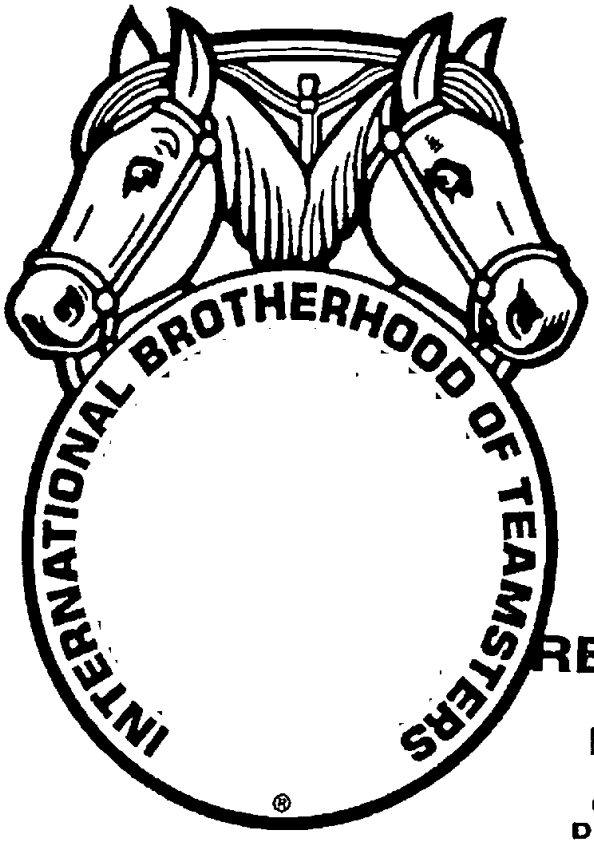
Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

The primary obligation to procure the bond shall be on the Employer. If the Employer cannot arrange for a bond within ninety (90) days, it must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement. If

SERVICE STEEL DIVISION OF VAN PELT CORPORATION

AND

TEAMSTERS LOCAL UNION NO. 371



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FEB 12 2013
CONTRACT
DEPARTMENT

EFFECTIVE MARCH 3, 2013
THROUGH MARCH 2, 2016

AGREEMENT

This agreement is made and entered into on the date hereinafter set forth by and between the SERVICE STEEL DIVISION OF VAN PELT CORPORATION, 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 AND SECURITY

Section 1 - Union Recognition:

The Union shall be the sole bargaining agent for employees listed in the following classifications:
Full-time Warehousemen, Order filler/Utility, Machine Operator, Apprentice Drill Operator, Drill Operator, Drill Operator G Code, Maintenance, and Truck Driver(s) employees, employed at the Employer's East Moline, Illinois, facility; but excluding all other employees, guards professional employees, and supervisors as defined in the Act.

Section 2 - Union Security:

It is understood and agreed by and between the parties hereto that, as a condition of continued employment, all persons who are hereafter employed by the 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 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 that the thirty-first (31st) day following the execution date of this Agreement. An employee who has failed to acquire, or thereafter maintain, membership in the Union as herein provided shall be terminated three (3) working days after his 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.

ARTICLE 2 - SUCCESSORS AND ASSIGNS

This Agreement and the conditions and covenants contained herein shall be binding upon the successors and assigns of the parties hereto and none of the provisions, terms, conditions, covenants, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment of either party hereto, or be affected, modified, altered or changed in any respect whatsoever by a change of any kind in the legal status, ownership, management, or affiliation of either party hereto.

ARTICLE 28 – UNIFORMS & SAFETY SHOE ALLOWANCE

A $300 annual allowance paid in March each year in the form of a check that is separate from their payroll check.
Safety shoe allowance of $300 annually, employees can submit receipts for reimbursement in the amount not to exceed $300.
Any costs exceeding the $300 annual limit will be the responsibility of the employee.

ARTICLE 29 - HEALTH AND WELFARE BENEFITS

Effective March 3rd, 2013, the Employer shall contribute to the Central States Southeast and Southwest Areas Health and Welfare Fund for C-6 insurance without retirees' coverage the sum of two hundred seventy-five dollars and seventy cents (275.70) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective March 2nd , 2014, the Employer shall contribute to the Central States Southeast and Southwest Areas Health and Welfare fund for C-6 insurance without retirees' coverage the sum of three hundred seven dollars and fifty cents ($307.50)* per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective March 1st , 2015, the Employer shall contribute to the Central States Southeast and Southwest Areas Health and Welfare fund for C-6 insurance without retirees' coverage the sum of three hundred forty-one dollars and thirty cents ($341.30)* per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

* Not to Exceed

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.

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

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

If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare 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 Health and Welfare Fund, regardless of whether the equipment rental is at the minimum rate or more and regardless of the manner of computation of owner-operator compensation.
Contributions to the Health and Welfare Fund must be made for each week on each regular 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.
If an 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 contributions for that work week.
Contributions shall be made for any regular employee on layoff that has worked one (1) day in any week for any reason.
Action for delinquent contributions may be instituted by the Union, the Area Conference, or the Trustees.
Employers who are delinquent must also pay all attorneys' fees and cost of collections.
The Union and Company have agreed anytime during this agreement (contract ending March 2, 2016), the Company has the right to change health insurance coverage, provided that the new coverage shall be equal to or better than the current C6 coverage.
When an employee becomes laid off, the employer shall continue to make the required health and welfare contributions for a period of four (4) weeks.

ARTICLE 30 - PENSION

Effective March 3rd, 2013, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of one hundred eleven dollars and eighty cents (111.80) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective March 3rd 2014 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of one hundred sixteen dollars and thirty cents ($116.30) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective March 3rd, 2015 the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of one hundred twenty-one dollars ($121.00) per week for each employee covered by this Agreement who has been on the payroll thirty (30) 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 for a period of four (4) weeks.
If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.
If an employee is granted a leave of absence, the Employer shall collect from said employee prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

There shall be no 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 operator compensation.

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

Contributions shall be made for any regular employee on lay-off who has 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 the work week.

ARTICLE 31 - PLANT CLOSING

If and when the Employer closes the East Moline facilities, the employees on the seniority list at the time of the closing, shall be the first offered employment if the Company decides to reopen any facilities in the Quad City Area within the next three (3) year from the date of closing.

ARTICLE 32 - MANAGEMENT RIGHTS

The Union recognizes the management of the Company, assignment of work to be done, and the direction of the working force, including but not limited to the right to hire, discipline, suspend or discharge for just cause, promote, demote, transfer, or to relieve employees from duty because of lack of work or for other legitimate reasons or to reduce or increase the size of the work force or to determine work schedules, including the means and processes of manufacturing resulting from technological change and to make reasonable rules and regulations to be observed by its employees as being vested exclusively in the Company, provided that this will not be used in violation of any provisions of this Agreement.

Shantz
CARTAGE, INC.

9/25/2013

Last, Best & Final Offer

ADDENDUM TO THE 2013-2018 ABF NATIONAL MASTER FREIGHT AGREEMENT AND CENTRAL STATES LOCAL CARTAGE SUPPLEMENTAL AGREEMENT

The Company will accept the provisions contained in the ABF National Master Freight Agreement and Central States Local Cartage Supplemental Agreement with the following modifications.

Current Pay Structure: Listed below will be your current wage.

Date of Term	Hourly Rate	Overtime Rate	Mileage Rate	Drop Rate
Current	$17.80	$26.70	$0.42 per mile	$18.00

Mention: Up to 150 miles one way paid hourly, over 150 miles paid mileage.

Date of Term	Hourly Rate	Overtime Rate	Mileage Rate	Drop Rate
April 2013	$18.15	$27.23	$0.42 per mile	$18.00
April 2014	$18.50	$27.75	$0.43 per mile	$19.00
April 2015	$18.85	$28.28	$0.44 per mile	$19.00
April 2016	$19.20	$28.80	$0.44 per mile	$19.00
April 2017	$19.55	$29.33	$0.44 per mile	$19.00

Inflation: No additional increases will be given due to rise of inflation

Vacation Pay: Those who are eligible for 5 weeks of vacation will be paid for 45 hours for the 4th and 5th vacation week. See Vacation schedule attached.

Personal Day: Drivers will be given a total of 3 personal days and 1 birthday per year.

Pension: Class 18

Hospitalization: Plan C6

395 Baird Street • Akron, OH 44311 • 330-434-3418 • Fax: 330-434-3410

Shantz
CARTAGE, INC.

9/25/2013

Summary:
Your hourly wage will increase $0.35 per hour for years 1, 2, 3, 4, and 5 of this contract. In addition your rate for mileage will be paid hourly up to 150 miles. Mileage Rate will increase $.01 per mile for year 2 and 3 with no increase in years 1, 4, and 5. The drop rate will increase to $19.00 per drop for years 2, 3, 4, and 5. Your pension plan will remain at a Class 18 plan. The Hospitalization Plan will remain with the C6 Plan. Lastly, there will be no additional increase in wages due to rise in inflation. Wage increases will be retroactive to April 1, 2013.

The Vacation Schedule is as follows:

One (1) Year Employment = One (1) week vacation.
Two (2) Years Employment = Two (2) weeks vacation.
Eight (8) Years Employment = Three (3) weeks vacation.
Fifteen (15) Years Employment = Four (4) weeks vacation.
Twenty (20) Years Employment = Five (5) weeks vacation.
Thirty (30) Years Employment or more = Six (6) weeks vacation.

SHANTZ CARTAGE, INC.

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FREIGHT DRIVERS, DOCKWORKERS AND HELPERS LOCAL UNION NO. 24

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395 Baird Street • Akron, OH 44311 • 330-434-3418 • Fax: 330-434-3410

APPENDIX A
TEAMSTERS FY 2014
10-1-2013 – 9-30-2014
Shaw Project Services Group, LLC- MOX Project Agreement
Subcontractors – Wise & Superior

Wage Schedule _____, dated 10-01-13, effective 10-01-13 superseding _____ dated 10-01-12.

REVISIONS: Southeastern Annual Wage/Fringe Increase $0.64
$0.505 increase per hour to H&W and $0.20 per hour to Pension
(Decrease) wages $0.065 per hour

CLASSIFICATION	HOURLY BASE RATE
Journeyman	22.27
2 ½ Tons and Over (+ .63 of JW Rate)	22.90
Garage Attendant (+ .28 of JW Rate)	22.55
Foreman (15% above 2 ½ Tons and Over Rate)	26.33
TM Assistant(CDE)	26.33
Dispatcher (15% above 2 ½ Tons and Over Rate)	26.33
Working Foreman	26.33
Gen Foreman (20% above 2 ½ Tons and Over Rate)	27.47
Lead Gen FM (25% above 2 ½ Tons and Over Rate)	28.62
Asst.Supt.(25% above 2 ½ Tons and Over Rate)	28.62

FRINGES:

Health and Welfare: $221.70 per week, contribution.

[redacted] 0 per hour, contribution

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_____ August 27, 2013
Teamsters Local 509

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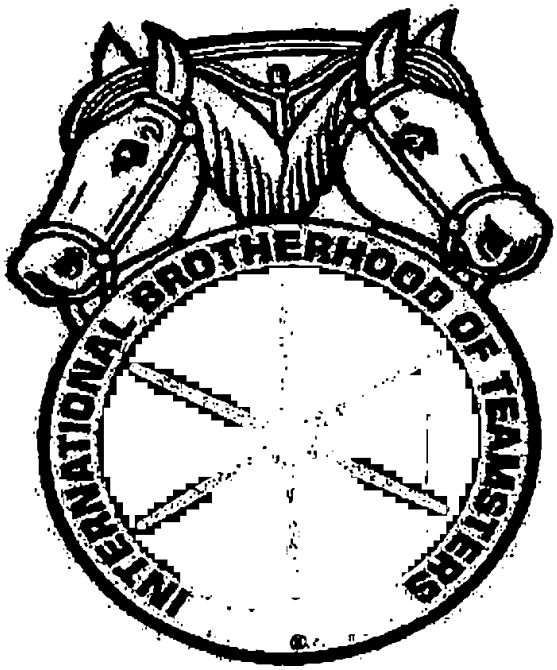
AGREEMENT

BETWEEN

Sheedy Paving

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL #284



EXPIRES: April 30, 2013

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AGREEMENT

SHEEDY PAVING, INC, referred to hereinafter as the "CONTRACTOR", and TEAMSTERS LOCAL UNION #284 affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS referred to hereinafter as the "UNION", made the following Agreement.

This Agreement is negotiated by and between the Contractor and the Union within the geographical area defined herein through their authorized agents.

ARTICLE I

Geographic Jurisdictional Area

The provisions of this Agreement shall govern the relations by and between the Contractor and the Union in regard to work performed by Truck Drivers coming under the jurisdiction of the Union. The word "Truck Drivers" shall embrace all the branches of the trade coming under the jurisdiction of the International Brotherhood of Teamsters and Teamsters Local No. 284. The Contractor hereby recognizes the Union as the exclusive bargaining agent for all truck driver craftsmen within the territory of the Union.

ARTICLE II

Scope

The word "work" when used herein means work done in connection with the paving construction business of the Company and shall be divided into two general classifications: (a) Class One Work, generally defined as work on AGC or OCA site jobs and (b) Class Two Work, generally defined as "residential and miscellaneous work." The work includes the operation of all dump trucks, low boys, semi-trucks and distributor trucks, and flat bed trucks, but excluding vehicles used for transportation of men, tools, water and fuel to job sites, not excluding vehicles for job to job transportation.

ARTICLE X

PENSION

The Contractor shall make the following contributions to the Central States, Southeast and Southwest Area Pension Fund, for each Employee covered by this Agreement, who has been on the Payroll thirty (30) days or more.

Effective	5-1-2011	$69.40 Per Week
Effective	5-1-2012	$75.00 Per Week
Effective	5-1-2013	$79.50 Per Week

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

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

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this Agreement including weeks where work is performed for the Contractor but no under the provisions of this Agreement and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

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

ARTICLES OF AGREEMENT BETWEEN

SHEET METAL WORKERS LOCAL UNION NO. 1

AND

TEAMSTERS LOCAL UNION NO. 627

EFFECTIVE

JANUARY 1, 2015

THROUGH

DECEMBER 31, 2017

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JAN 20 2015

CONTRACT
DEPARTMENT

Contributions to the Health and Welfare Fund are to be made for each week for each full-time employees 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 or for any casual or part-time **employees (working less than twenty-four (24) hours per week)**. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Article 10.

Section 3: 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 Employers contributions to the Health and Welfare Fund, in accordance with the rules and regulations of the Trustees of such Fund, after the proper official of the Union has given seventy-two (72) hours notice to the Employer of the Employers delinquency in contributions, the employees or their representatives shall have the right to take such action as may be necessary against the Employer 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 Employers employees for losses resulting therefrom.

Section 4: The Employers sole obligation with respect to health and 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.

ARTICLE 11
PENSION FUND

Section 1: The Employer shall contribute to the Central States, Southeast and Southeast Areas Pension Fund (the "Pension Fund"), the amount of

January 1, 2015	$212.50 per week
January 1, 2016	$225.30 per week
January 1, 2017	$234.30 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 part-time or casual employee. Contributions will be remitted for all compensated periods, including paid vacations,

paid holidays, and actual time worked. If any compensation is earned in the week, a pension contribution will be remitted.

This sum shall be contributed for each full-time employee covered by this Agreement on the Employer's payroll who as completed his/her thirty (30) day probationary period.

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 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 are to be made for each week for each full-time employee even though such employee may work only part-time under the provisions of this Agreement, including weeks where work is performed for the Employer, but not under the provisions of this Agreement, provided, however, that no contribution shall be required from the Employer for any employee for any week during which the employee performs no work during that week for the Employer or for any part-time or casual employee. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Article 11.

Section 3: 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 Employers contributions to the Pension Fund, in accordance with the rules and regulations of the Trustees of such Fund, after the proper official of the Union has given seventy-two (72) hours notice to the Employer of the Employers delinquency in contributions to such Fund, the employees or their representatives shall have the right to take such action or may be necessary against the Employer 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 Employers employees for losses resulting therefrom.

Section 4: The Employer shall not be responsible in any way for the proper administration of the Pension Fund.

ACCEPTANCE OF AGREEMENT

This Agreement entered into this 13TH day of DECEMBER, 2013 but is effective May 1, 2013.

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned employer, although not a member of the Labor Relations Division of the Ohio Contractors Association, does hereby join, adopt, accept and become a party to the collective bargaining agreement heretofore made for the years 2013-2016 (Attachment "1") by the Labor Relations Division of the Ohio Contractors Association with the Ohio Conference of Teamsters of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, as amended by Amendment "A" attached hereto, and including those provisions pertaining to contributions to Trust Funds and agrees to be bound by any Trust Agreement hereafter entered into between these parties and agrees to make contributions as required, and authorizes these parties to name the trustees to administer said Fund and ratifies and accepts such Trustees and the terms and conditions of the Trusts as if made by the undersigned.

T[redacted]

B[redacted]

Redacted by U.S. Department of the Treasury

Effective Date: 5/1/2013

The Shelly Company
80 Park Drive, P.O. Box 266
Thornville, Ohio 43076
(740) 246-6315

THE OHIO CONFERENCE OF TEAMSTERS OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA
TEAMSTERS LOCAL 40

By [redacted]

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CONTRACT DEPARTMENT

AMENDMENT "A"

OHIO HIGHWAY - HEAVY STATE AGREEMENT

May 1, 2013 through April 30, 2016

ARTICLE III
DEFINITIONS

Amend Paragraph 10 by adding the following language: Hauling material(s) and supplies to and from the job site by independent contractors and/or their employees is not bargaining unit work and people performing this work shall not be considered part of the "Union" or employees of The Shelly Company or its affiliates.

ARTICLE IV
CONDITIONS OF EMPLOYMENT

Paragraphs 18(a) and 18(b) of Article IV of the Ohio Highway/Heavy State Agreement are eliminated.

ARTICLE VIII
GRIEVANCES

Amend Paragraph 38, step 2, line 6 by substituting "contractor" for executive officer of the Labor Relations Division of the Ohio Contractors Association and eliminating line 7 so that it reads "One (1) member shall be appointed by the Contractor and one (1) member shall be appointed by the Principal Officer of Local 92."

ARTICLE IX
ARBITRATION

Amend Paragraph 40 to add:

All claims of sexual harassment, racial discrimination and/or claims under the Americans with Disabilities Act are specifically subject to mandatory grievance and arbitration procedure.

EXHIBIT "A"
CLASSIFICATION AND WAGE RATES

	05/01/2013	05/01/2014	05/01/2015
Class 1	$24.08	$24.68	$25.28
Class 2	$24.50	$25.10	$25.70
H & W	$6.81	$6.81	$6.81
Pension	$6.20	$6.40	$6.70
Appren.	$0.20	$0.20	$0.20

1. Wages and Benefits: Contractor dues and Administrative fees are deleted.

THE SHELLY COMPANY

Redacted by U.S. Department of the Treasury

Effective Date: 5/1/2013

The Shelly Company
80 Park Drive, P.O. Box 266
Thornville, Ohio 43076
(740) 246-6315

THE OHIO CONFERENCE OF TEAMSTERS OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HE
TE

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By

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JUN 17 2014

CONTRACT DEPARTMENT

Jun 17 14 11:06a Teamsters Local 92 3304539438 p.2

AMENDMENT "A"

OHIO HIGHWAY - HEAVY STATE AGREEMENT

May 1, 2013 through April 30, 2016

ARTICLE III
DEFINITIONS

Amend Paragraph 10 by adding the following language: Hauling material(s) and supplies to and from the job site by independent contractors and/or their employees is not bargaining unit work and people performing this work shall not be considered part of the "Union" or employees of The Shelly Company or its affiliates.

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Paragraphs 18(a) and 18(b) of Article IV of the Ohio Highway/Heavy State Agreement are eliminated.

ARTICLE VIII
GRIEVANCES

Amend Paragraph 38, step 2, line 6 by substituting "contractor" for executive officer of the Labor Relations Division of the Ohio Contractors Association and eliminating line 7 so that it reads "One (1) member shall be appointed by the Contractor and one (1) member shall be appointed by the Principal Officer of Local 637."

ARTICLE IX
ARBITRATION

Amend Paragraph 40 to add:

All claims of sexual harassment, racial discrimination and/or claims under the Americans with Disabilities Act are specifically subject to mandatory grievance and arbitration procedure.

EXHIBIT "A"
CLASSIFICATION AND WAGE RATES

	05/01/2013	05/01/2014	05/01/2015
Class 1	$24.08	$24.68	$25.28
Class 2	$24.50	$25.10	$25.70
H & W	$6.81	$6.81	$6.81
Pension	$6.20	$6.40	$6.70
Appren.	$0.20	$0.20	$0.20

1. Wages and Benefits: Contractor dues and Administrative fees are deleted.

THE SHELLY COMPANY

Redacted by U.S. Department of the Treasury

Effective Date: 5/1/2013

The Shelly Company
80 Park Drive, P.O. Box 266
Thornville, Ohio 43076
(740) 246-6315

THE OHIO CONFERENCE OF TEAMSTERS OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA
TEAMSTERS LOCAL 637

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CONTRACT DEPARTMENT

MASTER AGREEMENT

This Agreement is entered into, effective on March 26, 2013 by and between SHEPARD EXPO EXPOSITION ("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.

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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 16.1.

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

$27.10 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.

COPY

COLLECTIVE BARGAINING AGREEMENT, LOCAL 600
AFFILIATED WITH INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA

AGREEMENT BETWEEN TEAMSTERS LOCAL 600 AND Shepard Expo **WHOSE ADDRESS IS:** 1424 Hills Pl N.W. **, CITY** Atlanta **STATE** GA **ZIP** 30318 **; PHONE:** (704) 394-9140
678 414-4636

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 Southeast and Southwest Area Pension Fund the sum of $52.90 per employee per day for each day an employee covered by this Agreement works.

+$3.20/day
WOS $56.90

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, 2013___ to __March 31, 2014____.

EMPLOYER
NAME: Shepard Expo
ADDRESS: 5401 Hovis Rd

[redacted]

Redacted by U.S. Department of the Treasury

UNION
TEAMSTERS LOCAL UNION NO. 600
Affiliated with the International
Brotherhood of Teamsters

[redacted]

Redacted by U.S. Department of the Treasury

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APR 26 2013

CONTRACT DEPARTMENT

SHIPPERS SERVICE COMPANY
ACCOUNT NO.: 7276900-0101-00337A

LETTER OF UNDERSTANDING AND AGREEMENT

Effective March 1, 2007, contributions will be remitted to the Central States Pension Fund on behalf of any regular 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.

In the event that any non-regular employee works 1,000 hours or more in any 12-month period, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by this contract for regular employees.

LOCAL UNION NO. 337

B Redacted by U.S. Department of the Treasury

T

Date: 8/10/07

SHIPPER'S SERVICE INC.

By: Redacted by U.S. Department of the Treasury

Titl

Date: 8-13-07

INTRODUCTION

THIS AGREEMENT, signed **April** __11__, **2012**
and effective the date of **March 1, 2012** by and between

SHIPPER'S SERVICE, INC.
7201 W. Fort Street Detroit MI 48209

party of the first part (the Employer) and Teamsters Local 337, affiliated with the International Brotherhood of Teamsters, located at 2801 Trumbull Avenue, Detroit, Michigan, party of the second part, (the Union).

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

WITNESSETH:

ARTICLE I
RECOGNITION, UNION SHOP AND DUES

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

The terms of this Agreement will apply to all employees in the classifications of work set forth 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

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Section 6. Summer Help - The Employer will have the right to hire temporary summer help during the period from April 15 to September 15. An individual hired as summer help who works beyond September 15, unless otherwise mutually agreed by the Union and the Employer, will be hired as a probationary employee under the terms of this contract.

ARTICLE XVI
HEALTH AND WELFARE AND PENSION

For each employee covered by this Agreement who is on the regular seniority list as of 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 7, 2012 and then, as of April 8, 2012, for Plan 233:

$314.65 per week	Effective as of March 1, 2012
$331.50 per week	Effective as of April 1, 2012
$289.50 per week	Effective as of April 8, 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 March 1, 2012, the Employer will pay a contribution for Plan 684:

$225.25 per week	Effective as of March 1, 2012
$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

Employee contribution for all employees under any of the plans, effective March 31, 2013, will be one (1) hour of pay per week. Effective March 30, 2014 and for the remainder of the contract, the employee contribution will be two (2) hours of pay per week.

37.8.728

Provided, further, that the Union agrees that if any of the above listed contribution rates are reduced in their amount, the Employer will have the full benefit of paying the reduced amount. The Union also agrees that it will cooperate with the Employer and take those actions necessary including signing of 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 fifteen (15) days from the end of each calendar month to CHASE which has been made depository for the Michigan Conference of Teamsters Welfare Fund.

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

$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 fifteen (15) days from the end of each calendar month to:

Mellon Bank Central States Funds Dept. 10291 Palatine IL 60055-0291

Contributions to the Health and Welfare Fund and to the Pension Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this Contract, including paid vacations and weeks where work is performed for the Employer but not under provisions of this Contract, and although contributions may be made for those weeks into some other Health and Welfare Fund and/or Pension Fund.

Employees who work either temporarily or in cases of emergency under the terms of this Contract will not be covered by the provisions of this Article.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer will continue to make the required contributions to the Health and Welfare Fund and Pension Fund for a period of four (4) weeks. If an employee is injured on the job, the Employer will continue to pay the required contributions until such employee returns to work; however, such contributions will not be paid for a period of more than 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 seventy-two (72) hours' notice to the Employer of such delinquency in the Health and Welfare and Pension Fund payments, the Union will have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer will be responsible to the employees for losses resulting.

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

37-8-730

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth the parties affected thereby will enter into immediate collective bargaining negotiations, upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party will be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Contract to the contrary.

ARTICLE XXVIII
TERMINATION OF AGREEMENT

Section 1. This Agreement will be in full force and effect from **March 1, 2012**, to and including **March 1, 2017**, and will continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to **March 1, 2017**, or **March 1** of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties will be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree.

Section 3. It is understood and agreed between the parties that the provisions contained in Schedule "A" hereto attached, may be reopened for negotiations between the parties **March 1, 2017**, provided that the party desiring to reopen serves notice in writing upon the other party at least sixty (60) days prior to **March 1**. If no such notice is given, the said Schedule "A" will continue on from year to year. In the event the parties cannot agree upon the requested revisions in Schedule "A", the Union will have the right to strike in support of its demands, notwithstanding any provision of this Contract to the contrary.

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

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

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

COMPANY
SHIPPER'S SERVICE INC.

BY Redacted by U.S. Department of the Treasury

UNION
TEAMSTERS LOCAL 337
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

B Redacted by U.S. Department of the Treasury

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MAY 29 2012
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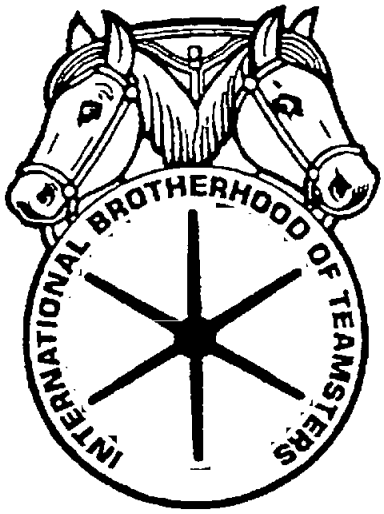
37.8.732

SIGNED

Agreement
Between
Shop 'n Save Warehouse Foods, Inc.
and
Chauffeurs, Teamsters, Warehousemen and Helpers Local Union No. 525 Affiliated With The



International Brotherhood of Teamsters

Alton, Illinois

Effective Date: July 14, 2013
Expiration Date: July 16, 2016

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AGREEMENT

THIS AGREEMENT, dated the **14th day of July, 2013**, by and between the SHOP 'N SAVE WAREHOUSE FOODS, INC., or its successors, hereinafter called the "Company" or "Employer", Party of the First Part, and TEAMSTERS AND CHAUFFEURS 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

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 as herein defined.

1.2 The term "employee" as used in this Agreement shall include, but not limited to, all maintenance department employees and shall exclude all other employees including superintendents, office, sign department and clerical 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.

1.4 If any provision of this Article is invalid under the law and either party desires to replace said invalid provision, written notice of such intention shall be given to the other party by mail and then such provisions shall be modified to comply with requirements of such law or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement within thirty (30) days, either party shall be permitted to refer the matter to arbitration.

ARTICLE 2, UNION SECURITY

2.1 (a) MEMBERSHIP AND DUES:

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 latter; 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.

(b) The failure of any person to become a member of the Union at

13.3 Any employee who is terminated for any reason, quits, or retires shall be paid for all unused sick leave on a pro-rata basis.

ARTICLE 14, FUNERAL LEAVE ALLOWANCE

In case of death of grandfather, grandmother, mother, mother-in-law, father, father-in-law, brother, sister, husband, wife, son or daughter and grandchildren, the Employer will grant a leave of absence, not exceeding four (4) working days from day of death to and including day after the funeral. Day after funeral will be paid, provided the calendar day following the funeral is a regularly scheduled working day, otherwise, day of funeral is the last paid day.

ARTICLE 15, JURY DUTY

When an employee could be at work and on such day or days is serving on the jury, then he shall endorse and turn over to his Employer his jury pay voucher and his Employer will pay him the regular rate for an eight (8) hour day or the guarantee, whichever is applicable. When an employee is relieved from jury duty for a period of four (4) hours or more, he shall report for work for the remainder of his work day.

ARTICLE 16, HEALTH, WELFARE & PENSION PLANS

HEALTH AND WELFARE:

Effective **July 14, 2013**, the Company shall contribute to the Teamsters and Employers Welfare Trust of Illinois, the sum of **two hundred sixteen dollars** ($216.00) per week for each employee covered by this Agreement who has been on the payroll thirty-one (31) days or more, and is a regular or regular extra employee and has worked any portion of a payroll week.

Effective **July 13, 2014**, the weekly contribution shall remain at **two hundred forty seven dollars** ($247.00) per week.

Effective **July 12, 2015**, the weekly contribution shall remain at **two hundred eighty three dollars** ($283.00) per week.

Effective July 28, 2013, all employees who are eligible for benefits from the Fund, or who become eligible for benefits from the Fund, shall make employee contributions in order to become and remain eligible for benefit coverage from the Fund. The contributions shall be deducted on a pre-tax weekly basis by the Company and shall be as follows:

Employee Only	**$10.00 per week**
Employee & Family	**$15.00 per week**

By the execution of this Agreement, the Company authorizes the Employer Association which are parties to other 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 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 injury and notifies the Employer of such absence, the Employer shall continue to make such Welfare and Pension contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

Contributions to the 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 Company but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other Health and Welfare Fund.

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.

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 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 therefrom.

PENSION:

Effective **July 14, 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 payroll thirty (30) days or more.

Effective **July 13, 2014**, the Employer shall contribute the sum of **one hundred forty three dollars and ten cents** ($143.10) to the above named Pension Fund for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective **July 12, 2015** the Employer shall contribute the sum of **one hundred-forty eight dollars and eighty cents** ($148.80) to the above named Pension Fund 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 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 injury and notifies the Employer of such absence, the Employer shall continue to make such Welfare and Pension 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 and 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 has worked one (1) day in any week for any reason.

Employees who work either temporarily or, in cases of emergency, under the terms of this Agreement shall not be covered by the provisions of this 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 attorney's fees and costs of collection.

ARTICLE 17, VACATIONS

17.1 Any employee who has accumulated a year's service with the Employer and thereafter separates from the Company's employ for any reason, shall be entitled

2013 - 2016

AGREEMENT

Between

SHOOK CONSTRUCTION CO.

4977 Northcutt Place
Dayton, OH 45414
(937) 276-6666

And

TEAMSTERS

Local No. 957
2719 Armstrong Lane
Dayton, OH 45414
(937) 278-5781

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Effective May 1, 2013 to April 30, 2016

Teamsters/Shook Construction Co.

(1) Construction/Building Yard Agreement between Shook Construction Co. and the Teamsters Local Union #957, Affiliated with the International Brotherhood of Teamsters, General Truck Drivers, Warehousemen, Helpers, Sales and Service, and Casino Employees of America, Inc.

(2) This Construction/Building Yard Agreement is made and entered into this (1st) first day of May, 2013 by and between Shook Construction Co. and Local Union # 957 of the International Brotherhood of Teamsters, General Truck Drivers, Warehousemen, Helpers, Sales and Service, and Casino Employees of America, Inc., hereinafter called Union, and shall cover all work assigned to Teamsters by Shook Construction Co. for work done within the jurisdiction of Montgomery, Greene, Darke, Preble, Clinton and Miami Counties in Ohio.

(3) This Agreement shall be in full force and effect beginning the (1st) first full pay period on or after May 1, 2013 until midnight April 30, 2016.

The Employer and Union may modify and/or terminate this Agreement by notifying the other party, in writing sixty (60) days prior to April 30, 2014, of his intent to modify and/or terminate this Agreement following which, this Agreement shall terminate as of April 30, 2014, for the Employer. The Employer may modify and/or terminate this Agreement by notifying the other party, in writing, sixty days prior to April 30, 2015 of his intent to modify and/or terminate this Agreement following which, this Agreement shall terminate as of April 30, 2015, for that Employer.

PREAMBLE

(4) This Agreement is entered into to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between Employer and Union in this trade: and to prevent waste and unnecessary and avoidable delays and expense; and for the further purpose of at all times, so far as possible, provide for labor, continuous employment, such employment to be in accordance with the conditions herein set forth and at the wages herein agreed upon; that stable conditions may prevail in building construction; that building costs may be as low as possible consistent with fair wages and conditions; and further to establish the necessary procedure by which these ends may be accomplished.

(5) It is further agreed that the following declaration of principles shall be strictly adhered to:

1. The selection of Craft Foremen or Craft General Foremen, over workmen of their respective Crafts, shall be entirely the responsibility of the Employer.

2. Workmen shall be at their regular place of work at the starting time and shall remain at their place of work until the regular quitting time.

* If H&W amount required is less than that indicated, remainder shall be divided evenly with one half to be distributed to hourly wage and one half goes back to the Employer and not paid into the total package.

(41) SECTION 13- PHYSICAL - Physical or other examinations required by a government body or the Employer shall be promptly complied with by all employees. The Employer shall pay for all such examinations for all regular and probationary employees. The Employer shall make the necessary appointment with the medical examiner and shall notify the employee in sufficient time prior to the renewal of the D.O.T. physical. Upon request, the employee shall be allowed a ten (10) hour rest before taking such D.O.T. physical. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, where the time spent by the employee exceeds four (4) hours, and in that case, only for those hours in excess of said four (4). Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1) year unless the employee has suffered serious injury or illness during the year. Employees will not be required to take examinations during their working hours.

The Employer reserves the right to select its own medical examiner or physicians, and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense.

In the event of disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer and Union doctors shall together select a third doctor within seven (7) days, whose opinion shall be final and binding on the Company, the Union, and the employee. The Company nor the Union nor the employee will attempt to circumvent the decision. The expense of the third doctor shall be equally divided between the Employer and the Union. Dispute concerning back pay shall be subject to the grievance procedure.

(42) 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 the Trust Agreement to be agreed upon shall become a part of the Agreement as though full 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.

(43) SECTION 14- PENSION FUND - Commencing with the first full payroll period following May 1, 2013, the Employer agrees to pay four dollars and thirty cents ($4.30) per hour for Class 16 Benefit, Effective May 1, 2014 the Employer agrees to pay four dollars fifty cents ($4.50) an hour for Class 16 Benefit, Effective May 1, 2015 the Employer agrees to pay four dollars seventy cents ($4.70) an hour for Class 16 Benefit. The contributions of the Employers shall be used exclusively to provide pension benefits to eligible employees in such form and amount as the Trustees of the pension fund may determine, and the organization and administration expense of the Central States Southeast and Southwest areas pension fund.

(44) The Central States Southeast and Southwest areas pension fund shall be administered pursuant to an Agreement and declaration of Trust administered jointly by an equal number of representatives of the Employers and employees which Agreement and declaration of Trust shall conform to all requirements of law.

(45) Such contributions shall be made on forms provided by the Central States Southeast and Southwest areas pension fund, on the dates specified, and accompanied by check made payable to the pension fund office.

(46) SECTION 15- SENIORITY
On lay-offs and recalls the principles of seniority shall apply, providing the senior employee has the fitness and ability to perform the work. Being weathered out for more than three (3) working days constitutes lay-off. The determination of fitness and ability is to be the responsibility of the Employer, subject to the grievance procedure, including arbitration.

(47) There shall be a period of forty-five (45) calendar days to allow the Employer to determine the fitness and adaptability of the new employee it may hire to do the work required, during which time the employee shall accumulate no seniority, shall not be entitled to the benefits provided for in this Agreement, nor will his qualifications to do the work for which he was hired be the subject of dispute in the advent of discharge. If, however such employee is retained beyond his forty-five (45) day period, his seniority shall be computed as of the date he commences to work.

Seniority shall be broken only by discharge. voluntary quitting, more than twenty four (24) consecutive months lay-off, or thirty-six (36) months for sickness or injury except "on the job" injury.

(49) In the event of a lay-off, an employee so laid off shall be given ten (10) days notice of recall certified mail, with return receipt to his last known address. The employee must respond to such notice within three (3) days after receipt of notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he shall lose all seniority rights under this Agreement.

(50) SECTION 16- CONSTRUCTION INDUSTRY ADVANCEMENT PROGRAM
The Employer and the Union agree to and approve the establishment of a construction industry advancement program to promote the common good of the construction industry by providing financial support for activities which may include but not necessarily be restricted to: Promotion of safety; market development; protection of legitimate markets; public relations; personnel practices and labor relations; education; industry relations; apprenticeship training; participation in fund and plans provided for in collective bargaining agreements, such as health and welfare plans; collection and distribution of information from and to all segments of the construction industry and related groups or authorities. Each Employer covered by this Agreement shall pay to the Construction Industry Advancement Program twenty five cents ($.25) for each hour worked by each employee within the bargaining unit.

AGREEMENT

BETWEEN

TEAMSTERS LOCAL UNION NO. 377

AND

R.W, SIDLEY, INC

CONNEAUT, OHIO

JUNE 1, 2011 THRU MAY 31, 2016

RECEIVED
FEB 02 2012
CONTRACT DEPARTMENT

AGREEMENT

This AGREEMENT made and entered into at Ashtabula, Ohio by and between the R.W. Sidley, Inc., hereinafter referred to as the "Employer" and the CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS UNION NO. 377, affiliated with the INTERNATIONAL BROTHERHOOD OF . TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "UNION".

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 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 II: UNION SHOP DUES

Section 1. UNION SHOP

a. The Employer recognizes and acknowledges that the Local Union is 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 in good standing of the Local Union as a condition of employment on and after the 30th day following the beginning of their employment, or, on or after the 30th 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 XIII: PENSION FUND

Effective November 27, 2011 the Employer shall contribute to the Central States Pension fund the sum of One Hundred Twenty Six Dollars and Fifty Cents ($126.50 per week).

Effective November 27, 2012	$132.80
Effective November 27, 2013	$138.10
Effective November 27, 2014	$143.60
Effective November 27, 2015	$149.30

By execution of this Agreement the employer authorizes the Employer's association which are parties hereto to enter into the appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under this contract hereby waiving all notices thereof and ratifying all actions already taken or to be taken by such trustees within the scope of their authority which are not in conflict with the collective bargaining agreement.

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

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

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part time under the provision of this contract, and although contributions may be made for those weeks in 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 XIV: RESERVED

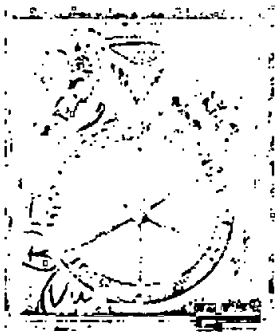
AGREEMENT

Between

SIEVEKING, INC.

and

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



APRIL 1, 2014 THROUGH MARCH 31, 2019

RECEIVED

JUN 09 2014

CONTRACT
DEPARTMENT

ARTICLE 1
PREAMBLE

1.1 THIS AGREEMENT entered into by and between SIEVEKING, INCORPORATED, party of the first part, hereinafter referred to as the "Employer," and the AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES EMPLOYEES UNION, TEAMSTERS 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 2.

1.2 The purpose of and consideration for this Agreement is to provide orderly collective bargaining relations between the Company and the Union to secure prompt and equitable disposition of grievances and to establish fair wages, hours and working conditions for the employees covered by this Contract.

ARTICLE 2
RECOGNITION

2.1 The Employer agrees to recognize the Union as the sole collective bargaining agent for Truck Drivers, Warehousemen, Servicemen, Mechanics, Porters at its Bulk Plants and Warehouse in Saint Louis and Saint Louis County, Missouri.

2.2 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.

2.3 Truck drivers are defined as 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,
>
> and
>
> other products and commodities

and perform work relating to these truck driver duties. Duties include DOT Pre and Post Trip inspections, Maintaining Fluid Levels upon Pre trip inspection, Maintaining Air Pressure upon Pre trip inspection, Fueling truck on return duty, Maintaining Cleanliness of Driver Cab, Providing Time cards and Dot Inspection upon completion of daily duties.

2.4 Warehousemen are defined as those employees who ship and receive, fill, package, store, load and unload all

> petroleum and chemical by-products in liquid, gaseous or dry form,

payment on claims originating on or after the first (1st) of the first (1st) month following their date of hire. (If hired on the first (1st) day of the month, this would be considered the first month).

18.10 DELINQUENCY -- Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contribution to the Health and Welfare or Pension Fund or funds created under this contract, in accordance with the rules and regulations of the Trustees of such funds, the employees or their representatives, after the proper official of the Local Union shall have given 72-hour notice to the Employer of such delinquency in Health and Welfare and Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employee for losses resulting therefrom.

18.11 Extra or part-time employees are exempt from the above provisions and are defined as follows:

(a) Extra employees are those who are not regularly employed, but may be called in from time to time.

(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 19
PENSION PLAN

19.1 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.

19.2 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 (1st) day of each month into the Central States, Southeast and Southwest Areas Pension Fund for each employee covered by this Agreement as follows:

4/1/2014	4/1/2015	4/1/2016	4/1/2017	4/1/2018
$196.80/wk	$212.50/wk	$225.30/wk	$234.30/wk	$243.70/wk

19.3 Employer contribution requirements shall be as follows:

(a) Contributions will be remitted to the Central States Pension Fund on behalf of any employee, other than a part time, extra, or seasonal employee, covered by the Collective Bargaining Agreement (CBA) after the employee has been on the Employer's payroll for thirty (30) 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, extra or seasonal employee works 1,000 hours or more in any 12-month period, pension contributions will be required on the employee thereafter, for the remainder of that year and all subsequent years, in the same manner and amount as required by this contract for non-part-time, extra, or seasonal employees.

(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.

19.4 The Union and the Employer agree to be bound by, and hereby assent to all of the terms of the Trust Agreement of 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 20
NON-DISCRIMINATION

20.1 The Company, the Union and each employee will cooperate fully to abide by all applicable laws and regulations prohibiting discrimination on account of union membership and activity, race, color, religion, sex, national origin, age, handicap or status as a veteran and of the Vietnam War.

AGREEMENT

BETWEEN

SILG

CONTAINERS MANUFACTURING
CORPORATION

WAUPUN, WISCONSIN

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL UNION NO. 695

RECEIVED
AUG 03 2015
CONTRACT
DEPARTMENT

September 1, 2014 to August 31, 2017

AGREEMENT

THIS AGREEMENT is made and entered into this first day of September, 2014, by and between SILGAN CONTAINERS MANUFACTURING CORPORATION, 505 Libby Street, Waupun, Wisconsin, Can Plant, herein called the "Company", and LOCAL UNION NO. 695, affiliated with the International Brotherhood of Teamsters, hereinafter called the "Union".

ARTICLE 1 - RECOGNITION

1.1 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees at its Waupun, Wisconsin, Can Plant, excluding Plant Manager, Superintendent, Supervisors, other employees who may have the authority to hire, discharge, promote or demote those who are classified under the terms of the Agreement, and Office Employees.

ARTICLE 2 - UNION SECURITY

2.1 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 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 or the date of this Agreement, whichever is later.

2.2 **The provisions of this Article shall be effective with respect to the employees defined in Article 1 only if and when such provisions may be effective in accordance and consistent with provisions of federal and state law.**

ARTICLE 3 - CHECKOFF

3.1 The Company agrees to deduct from the pay of all employees covered by this Agreement dues and initiation fees, and agrees to remit to the Local Union all such deductions. Written authorization by the employee shall be furnished in the form required by law. Dues and initiation fees shall be deducted from the last pay of the month of employees covered hereby. No deduction shall be made which is prohibited by applicable law.

amount which is equal to the number of days accumulated in accordance with 20.1 (b) in excess of twenty (20) days, up to a maximum of fifty (50) day's sick or injury pay in any one (1) calendar year. Such supplement when added to weekly disability or Worker's Compensation benefit shall not exceed one hundred percent (100%) of the employee's straight time weekly earnings on the basis of forty (40) hours.

20.6 Any employee who is off work because of sickness or accident shall receive pay for any paid holidays that may occur within thirty (30) calendar days from the date of the last day worked.

ARTICLE 21 - BREAKS AND LUNCH PERIOD

21.1 Employees shall receive two (2) fifteen (15) minute break periods during each work shift. The first shall occur about midway through the first half of the work shift and the second about midway through the second half of the work shift. An additional fifteen (15) minute break shall be granted to an employee at the completion of the ninth (9th) hour of work.

21.2 No employee shall work less than four (4) hours nor more than six (6) consecutive hours without a minimum of a twenty (20) minutes of paid time for lunch offered.

ARTICLE 22 - TRAVEL REIMBURSEMENT

22.1 An employee accepting a Company request to travel out of town to another plant shall be reimbursed by the Company for all reasonable expenses while away from home in addition to a guarantee of a minimum of eight (8) hours of pay at the employee's classification straight time rate for each day away from home.

ARTICLE 23 - RETIREMENT

23.1 In accordance with our Agreement executed herewith, the Company agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund for each of its eligible employees on the following basis:

(a) Payments to start after the employee completes thirty (30) days of employment.

(b) Effective September 1, 2014, payments shall be One Hundred Eighty-Two Dollars and Twenty Cents ($182.20) per week.

(c) Effective September 1, 2015, payments shall be One Hundred Ninety-Six Dollars and Eighty Cents ($196.80) per week.

(d) Effective September 1, 2016, payments shall be Two Hundred Twelve Dollars and Fifty Cents ($212.50) per week.

(e) Company will continue contributions for a period of four (4) weeks where the employee is absent due to non-occupational illness or injury.

(f) Company will continue contributions for a maximum period of six (6) months where the employee is absent due to occupational illness or injury.

(g) Employee on a leave of absence desiring to have contributions continued must pay the applicable amount per week in advance and the Company will forward this sum to the Pension Fund.

23.2 It is mutually understood that Company contributions as provided herein shall be deductible from gross income as covered by the Internal Revenue Code.

23.3 If during the term of this Agreement the Central States Southeast and Southwest Areas Health and Welfare Pension Trust Fund is ever determined to be endangered or critical under the terms of the Pension Protection Act (PPA), the Company, in its discretion, will adopt the default schedule developed by the Central States Southeast and Southwest Areas Health and Welfare Pension Trust Fund, or the surcharge assessments under the PPA. The parties further agree that any monies required under either case will be funded by the Company. The Company is authorized to obtain full reimbursement of these additional payments from employee payroll deduction. The Company will meet with the Local Union to explain how it will use these sources to obtain reimbursement.

ARTICLE 24 - CLASSIFICATIONS AND RATES OF PAY

24.1 Classifications and rates of pay for all employees covered by this Agreement are contained in the supplement attached, marked Appendix A.

24.2 When new jobs are created or existing jobs substantially changed, the Union and the Company shall agree as to the bracket and rates of pay. Failure to agree shall automatically invoke Article 7 (Arbitration).

AGREEMENT

THIS AGREEMENT, dated as of the first day of May, 2013, is between SILGAN CONTAINERS MANUFACTURING CORPORATION, N90 W14600 Commerce Drive, Menomonee Falls, Wisconsin (hereinafter referred to as the "Company") and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, Local No. 695 (hereinafter referred to as the "Union").

ARTICLE 1. RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agent for all employees at its Menomonee Falls, Wisconsin, Can Plant, excluding the Plant Manager, Plant Superintendent, Supervisors, Office Employees, and other employees who have the authority to hire, discharge, promote or demote those who are classified under the terms of this Agreement.

Whenever pronouns used in this Agreement refer to the masculine, it is intended that they also include the feminine.

ARTICLE 2. UNION SECURITY

All present full-time and summer 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 full-time and summer 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 Agreement, whichever is later.

ARTICLE 3. CHECKOFF

3.1 The Company agrees to deduct from the pay of all employees covered by this Agreement dues and initiation fees, and agrees to remit to the Local Union all such deductions. Written authorization by the employee shall be furnished in the form required by law. Dues and initiation fees shall be deducted in accord with timing and method worked out locally. No deduction shall be made which is prohibited by applicable law.

ARTICLE 17. WEEKLY DISABILITY INCOME

17.1 A Short-Term Disability benefit plan is available through the Central States Southeast and Southwest Areas Health and Welfare Fund Plan TA. The weekly benefit is outlined in the Plan TA Benefit Summary.

(a) Such benefits shall commence on the eighth (8th) day of disability resulting from illness or accident unless otherwise specified by the Central States Short-Term Disability plan.

(b) Such benefits will be payable for a maximum period of 26 weeks for any one period of disability. When successive periods of disability occur, such periods will be considered as separate periods, if the disability is due to unrelated causes or the periods of disability are separated by at least thirty (30) days of work performed.

17.2 The following disabilities are not covered:

(a) Periods of disability resulting from occupational illness or accident.

(b) Periods of disability when the employee is not under the regular care of a legally qualified physician.

(c) Periods of disability resulting from accidental bodily injury or sickness caused by act of war or by participation in a riot.

(d) Periods of disability resulting from self-inflicted injury.

(e) Any period of disability beginning after the day the employee is no longer actively employed by the Company.

ARTICLE 18. PENSIONS

18.1 The Company agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each of its eligible employees on the following basis:

(a) Payments to start after the employee completes his first thirty (30) days of employment.

[Summer help employees are subject to separate rules: In the event that any summer help employee (an employee hired to work between May 1 and September 30) works 120 calendar days in a calendar year or works outside the seasonal period of May 1 through September 30, whichever occurs first, 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-summer help employees.]

(b) The Company will continue contributions for a period of four (4) weeks when the employee is absent due to non-occupational illness or injury.

(c) The Company will continue contributions for a maximum of six (6) months when the employee is absent due to occupational illness or injury.

(d) An employee on a leave of absence desiring to have his contributions continued must pay to the Company the applicable rate per week in advance, and the Company will forward this sum to the Pension Fund.

18.2 Payments to the Pension Fund during the life of this Agreement shall be as follows:

(a) Payments to be One Hundred Ninety-Three Dollars and Ten Cents ($193.10) per week from January 1, 2013 through December 31, 2013.

(b) Payments to be Two Hundred Dollars and Eighty Cents ($200.80) per week from January 1, 2014 through December 31, 2014.

(c) Payments to be Two Hundred Eight Dollars and Eighty Cents ($208.80) per week from January 1, 2015 through December 31, 2015.

(d) Payments to be Two Hundred Seventeen Dollars and Twenty Cents ($217.20) per week from January 1, 2016 through December 31, 2016.

It is mutually understood that all of the Company contributions as provided herein shall be deductible from gross income as provided in Section 404 of the Internal Revenue Code.

18.3 (a) At the Employer's sole and independent discretion, and upon sixty (60) days notice to the Union and the Fund, all obligations under the pension Article

shall cease as a matter of contract and law on the expiration date of this Agreement.

(b) Once the Contract expires, there are no more contributions required from the Employer.

(c) This Agreement shall be binding on all parties.

ARTICLE 19. RETIREMENT SAVINGS PLAN

Employees hired on or after March 1, 2007 will automatically be enrolled in the Silgan Containers Retirement Savings Plan under the terms of eligibility and Plan provisions as determined by the Company. There is no Company match. The parties agree that the Silgan Retirement Savings Plan may be changed, amended or modified exclusively as provided for by the terms of such plan during the term of this Agreement. Any changes, amendments for modifications made or terminations effected pursuant to said plans or implemented by the Company shall not be subject to negotiations or to the provisions of Articles 30 and 31 of this Agreement. The Company reserves the right to discontinue the Plan if lack of enrollment jeopardizes the Plan's qualification with the IRS.

ARTICLE 20. CLASSIFICATIONS AND RATES OF PAY

20.1 Classifications and rates of pay for all employees covered by this Agreement are contained in the supplement attached, marked Appendix A.

20.2 In the event the Company establishes a new job classification or substantially changes an existing job classification during the term of this Agreement, the Company will notify the Union Committee of the new or changed duties and the new or changed rate of pay. If the Union has any objections concerning the new or changed rate, the Company and Union will meet and negotiate over such question. If agreement on such rate is not reached the Union may, within thirty (30) additional days, submit the question to Arbitration. The Arbitrator shall be limited to determining whether or not the rate placed into effect by the Company is in line with the existing rate structure of the plant, giving due consideration to the work content and skill or ability involved, but he may not change the job description or job content.

ARTICLE 21. HEALTH AND WELFARE

21.1 During the term of this Agreement the Company will provide the Central States Southeast and Southwest Areas Health and Welfare Fund, Plan TA. The Plan

ARTICLE 35. DURATION

35.1 This Agreement shall be in effect from May 1, 2013, and shall remain in effect through April 30, 2016. However, either party may give written notice to the other of its desire to terminate or amend the Agreement sixty (60) days prior to April 30, 2016. In the event the respective parties fail to agree, either party shall be permitted all legal or economic recourse in support of its requests.

35.2 If the parties do not arrive at a mutually satisfactory agreement on the proposed amendments or additions by the termination date or anniversary thereof, this Agreement shall continue in full force and effect until such time as the party giving the above notice terminates this Agreement on 10 days' written notice.

FOR THE UNION

TEAMSTERS UNION LOCAL NO. 695

Redacted by U.S. Department of the Treasury

FOR THE COMPANY

SILGAN CONTAINERS CORPORATION

Redacted by U.S. Department of the Treasury

Redacted by U.S. Department of the Treasury

RECEIVED

MAR 24 2014

CONTRACT DEPARTMENT

AGREEMENT

THIS AGREEMENT, dated as of the first day of June, 2013, is between SILGAN CONTAINERS MANUFACTURING CORPORATION, N90 W14600 Commerce Drive, Menomonee Falls, Wisconsin (hereinafter referred to as the "Company") and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, Local No. 695 (hereinafter referred to as the "Union").

ARTICLE 1. RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agent for all office clerical employees, excluding the Production Planner and all other employees, confidential employees, guards and supervisors as defined in the Act.

ARTICLE 2. UNION SECURITY

All present full-time, part-time and summer 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, part-time and summer 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 later.

ARTICLE 3. CHECKOFF

3.1 The Company agrees to deduct from the pay of all employees covered by this Agreement dues and initiation fees and agrees to remit to the Union all such deductions. Written authorization by the employee shall be furnished in the form required by law. Dues and initiation fees shall be deducted in accordance with timing and method worked out locally. No deduction shall be made which is prohibited by applicable law.

3.2 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 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 check, the total

under this provision shall be no more than four per year. These appointments do not count against the employee's attendance record.

17.5 This Article shall not apply to part-time or temporary employees.

ARTICLE 18. LUNCH PERIOD

18.1 No employee shall work less than three hours nor more than six consecutive hours without minimum time off of one-half (1/2) hour.

18.2 Management shall exercise reasonable judgment in determining in any specific instances whether time should be accorded employees for eating purposes when they are held at work on an extended overtime basis. Employees who work beyond nine hours in a day shall be accorded an additional 10-minute break. Every effort shall be made to provide this break at a mutually satisfactory time.

ARTICLE 19. PENSIONS

19.1 The Company agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each of its eligible employees on the following basis:

(a) Payments to start after the employee completes his first 30 days of employment.

[Summer help employees are subject to separate rules: In the event that any summer help employee (an employee hired to work between May 1 and September 30) works 120 calendar days in a calendar year or works outside the seasonal period of May 1 through September 30, whichever occurs first, 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 summer help employees.]

(b) The Company will continue contributions for a period of four weeks when the employee is absent due to non-occupational illness or injury.

(c) The Company will continue contributions for a maximum of six months when the employee is absent due to occupational illness or injury.

(d) An employee on a leave of absence desiring to have his contributions continued must pay to the Company the applicable rate per week in advance, and the Company will forward this sum to the Pension Fund.

19.2 Payments to the Pension Fund during the life of this Agreement shall be as follows:

(a) Payments to be One Hundred Ninety-Three Dollars and Ten Cents ($193.10) per week from January 1, 2013 through December 31, 2013.

(b) Payments to be Two Hundred Dollars and Eighty Cents ($200.80) per week from January 1, 2014 through December 31, 2014.

(c) Payments to be Two Hundred Eight Dollars and Eighty Cents ($208.80) per week from January 1, 2015 through December 31, 2015.

(d) Payments to be Two Hundred Seventeen Dollars and Twenty Cents ($217.20) per week from January 1, 2016 through December 31, 2016.

It is mutually understood that all of the Company contributions as provided herein shall be deductible from gross income as provided in Section 404 of the Internal Revenue Code.

19.3 At the Employer's sole and independent discretion, and upon sixty (60) days notice to the Union and the Fund, all obligations under the Pension Article shall cease as a matter of contract and law on the expiration date of this Agreement.

a) Once the Contract expires, there are no more contributions required from the Employer.

b) This Agreement shall be binding on all parties.

19.4 Notwithstanding Article 19, if at any time during the term of this Agreement the Company receives notice that the contribution amount required by the Trustees of the Central States Southeast and Southwest Areas Pension Fund exceeds the negotiated contribution amount listed in Article 19, as applicable, the following will occur:

a) After it receives the notice referred to above, the Company will reduce the amount of the employees' next scheduled wage increase by the equivalent amount value of the excess contribution required for the period covered by that wage increase. Should the contribution amount increase exceed the value of the next scheduled wage increase, the current hourly rate shall be reduced to the extent such excess contribution amount has been fully offset.

b) The Company will meet with the Local Union to explain how it will apply the provisions of paragraph (a) above.

c) The Company shall not be obligated to restore any wage increases or wage reductions that occur during the term of this Agreement regardless of the status of the Pension Plan.

ARTICLE 20. RETIREMENT SAVINGS PLAN

Employees hired on or after March 1, 2007 will automatically be enrolled in the Silgan Containers Retirement Savings Plan under the terms of eligibility and Plan provisions as determined by the Company. There is no Company match. The parties agree that the Silgan Retirement Savings Plan may be changed, amended or modified exclusively as provided for by the terms of such plan during the term of this Agreement. Any changes, amendments for modifications made or terminations effected pursuant to said plans or implemented by the Company shall not be subject to negotiations or to the provisions of Articles 29 and 30 of this Agreement. The Company reserves the right to discontinue the Plan if lack of enrollment jeopardizes the Plan's qualification with the IRS.

ARTICLE 21. CLASSIFICATIONS AND RATES OF PAY

21.1 Classifications and rates of pay for all employees covered by this Agreement are contained in the supplement attached, marked Appendix A.

21.2 In the event the Company establishes a new job classification or substantially changes an existing job classification during the term of this Agreement, the Company will notify the Union Steward of the new or changed duties and the new or changed rate of pay. If the Union has any objections concerning the new or changed rate, the Company and Union will meet and negotiate over such question. If agreement on such rate is not reached the Union may, within

ARTICLE 34. AMENDMENT

If an amendment, modification or addition to this Agreement during its term should be mutually agreed upon by the parties, it shall become effective only when reduced to writing and signed by authorized representatives of the Company and the Union.

ARTICLE 35. DURATION

35.1 This Agreement shall be in effect from June 1, 2013, and shall remain in effect through May 31, 2016. However, either party may give written notice to the other of its desire to terminate or amend the Agreement 60 days prior to May 31, 2016. In the event the respective parties fail to agree, either party shall be permitted all legal or economic recourse in support of its requests.

35.2 If the parties do not arrive at a mutually satisfactory agreement on the proposed amendments or additions by the termination dates or anniversary thereof, this Agreement shall continue in full force and effect until such time as the party giving the above notice terminates this Agreement on 10 days written notice.

FOR THE UNION

TEAMSTERS UNION LOCAL NO. 695

Redacted by U.S. Department of the Treasury

FOR THE COMPANY

SILGAN CONTAINERS MANUFACTURING CORPORATION
Menomonee Falls, Wisconsin

Redacted by U.S. Department of the Treasury

RECEIVED

JUN 03 2014

CONTRACT DEPARTMENT

AGREEMENT

BETWEEN

SILGAN CONTAINERS MANUFACTURING CORPORATION
MT. VERNON, MISSOURI

AND

TEAMSTERS LOCAL UNION NO. 823

JANUARY 1, 2014 – DECEMBER 31, 2016

RECEIVED
DEC 15 2014
CONTRACT
DEPARTMENT

AGREEMENT

The following Agreement is by and between Silgan Containers Manufacturing Corporation located at 305, West North Street, Mt. Vernon, Missouri, hereinafter called the "Company" and Teamsters Local Union No. 823, hereinafter called the "Union" and covers only those employees located at Mt. Vernon, Missouri for whom the Union is the recognized bargaining agent.

ARTICLE 1 RECOGNITION

1.1 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees in the operation above named, excluding Plant Managers, Assistant Plant Managers, Superintendents, Office Supervisors, and other supervisory employees within the meaning of the Labor Management Relations Act as amended, Field Representatives and confidential secretaries.

ARTICLE 2 UNION SECURITY

2.1 As a condition of continued employment, all persons who are hereafter employed by the Company shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment or the effective date of this Agreement, whichever is the later. The continued employment by the Company in said units of employees who are already members of the Union shall be conditioned upon those persons maintaining their membership in the Union and the continued employment of persons who were in the employ of the Company prior to the date of this Agreement and who are not now members of the Union shall be conditioned upon those persons becoming members of the Union not later than the thirty-first (31st) day following the execution of this Agreement.

No requirements for maintenance of membership in good standing beyond those provided for in the Labor Management Relations Act of 1947, as amended, shall be required by the Union.

2.2 When the Company needs additional employees, it shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Company shall not be required to hire those referred by the Local Union.

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

2.4 The Union shall indemnify and save the company 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 company for the purpose of complying with any of the provisions of this Article.

arbitrator. Promptly after the list is received, the party requesting arbitration shall strike one (1) name from the list, and thereafter each party shall, in the same order eliminate one (1) name until only one name remains on the list, and that person shall serve as arbitrator.

(b) The arbitrator shall advise the parties of the dates available for hearing and the parties shall mutually agree to as early a date as possible.

(c) The arbitrator shall thereon convene the hearing to render a decision on the single grievance which is subject to arbitration. The findings and decision of the arbitrator shall be final and binding upon the Company, the Union and the Employee.

(d) The arbitrator shall have no power to add to, subtract from, change or modify any provision of this Agreement, but he is authorized only to interpret the specific provisions of this Agreement as to a single grievance and to apply them to the specific facts of the grievance which is subject to arbitration.

(e) The fee of the impartial arbitrator shall be borne equally by the Company and the Union. Each party shall bear the expense of its representatives and any other expense of its case not mutually agreed to be shared between the parties. The hearing shall be held at a mutually convenient location with the expense of the hearing room ~~cost~~ divided equally between the Company and the Union.

(f) All time limits listed above can be extended by mutual agreement between the parties.

ARTICLE 15 PENSIONS

15.1 (a) Effective January 1, 2014, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of $193.10 per week for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective April 27, 2014, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of $204.70 per week for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective April 27, 2015, the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of $217.00 per week for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective April 24, 2016 the Company shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of $225.70 per week for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or

more.

(b) If during the term of this Agreement the Central States Southeast and Southwest Areas Health and Welfare Pension Trust Fund increases the Company's funding obligation beyond the amounts listed in Article 15.1(a), the Company will meet with the Local Union to notify employees of the increased funding obligation and when reimbursement from employees would start through payroll deductions.

(c) By the execution of this Agreement, the Company designates the Employer Trustees of the Central States Southeast and Southwest Areas Health and Welfare and Pension Funds to enter into appropriate Trust agreements necessary for the administration of such Fund, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by Trustees within the scope of their authority.

(d) 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 week after contributions for active employment cease, continue to make the required contributions for a period of four (4) weeks.

(e) If an employee is injured on the job, the Company shall beginning with the first week after contributions for active employment cease, continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

(f) An employee on a leave of absence desiring to have contributions continue, must pay to the Company the applicable rate per week in advance, and the Company will forward this sum to the Pension Fund.

ARTICLE 16 HEALTH AND WELFARE

16.1 (a) Effective January 1, 2014 the Company and the employees shall jointly contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund Plan TA with No Retiree Medical (R4), according to the weekly premium rate table below. This contribution will be made for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more. The Company shall contribute this amount each week to the Central States, Southeast and Southwest Areas Health and Welfare Fund for each covered employee.

Weekly Premium Rates for Benefit Plan TA – No R4

	Premium Rate	Company Contribution	Employee Contribution
January 1, 2014	$259.70	75% of premium rate	25% of premium rate

COLLECTIVE BARGAINING AGREEMENT FOR MATERIAL HAULING

BETWEEN TEAMSTERS LOCAL #50

AND

E.T. SIMONDS MATERIALS COMPANY

TERMS OF AGREEMENT

January 1, 2015 – December 31, 2018

RECEIVED

AUG 26 2015

CONTRACT DEPARTMENT

ARTICLE 1
PARTIES TO AGREEMENT

This Agreement dated the 1st of March, 2014, by and between E.T. Simonds Materials Company or its successors, 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 "Unions", for the purpose of establishing rates of pay, wages, hours of work, and conditions of employment to be served between the parties hereto.

ARTICLE 2
RECOGNITION

SECTION 1. The company agrees to recognize, and does hereby recognize the Union, their agents, representatives, or successors, as the exclusive bargaining agents for all of the employees of the Company as herein defined.

SECTION 2. The term "employee" as used in this Agreement shall include, but not be limited to: mixer, tandem dump truck and semi dump truck drivers.

SECTION 3. The Employer will neither negotiate nor make Collective Bargaining Agreements for any of its employees in the bargaining units covered hereby unless it is through duly authorized business 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 Unions.

ARTICLE 3
REPRESENTATION

The Union shall be represented by a Shop Steward to be selected in any manner determined by the Union. The name of the Shop Steward shall be certified in writing by the Union to the Company within ten (10) days after this agreement is signed.

ARTICLE 4
MANAGEMENT RIGHTS

The Union recognizes that the Employer retains the sole and exclusive right to operate and manage its business including, but not limited to, the right to hire, assign, schedule and promote employees, to establish Company policies and to alter or modify existing Company policies and to enforce the same, to suspend or discharge employees for just cause, to layoff and release employees from duties because of lack of work or other reasons; to determine when an operation shall function or be halted and when service shall be increased or decreased, subject only to the restrictions expressly provided for in this Collective Bargaining Agreement.

ARTICLE 15
PENSION CLAUSE

Effective March 1, 2014, the Employer shall contribute to THE CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND for each Teamster employee covered by this Agreement who has been on the Employers payroll for thirty (30) calendar days regardless of probationary or seniority status.

The following pension rates shall be paid during the life of this Agreement:

	3/1/2014	05/1/2014	5/1/2015	5/1/2016	5/1/2017	5/1/2018
Semi/Mixer Drivers	$132.40	$137.70	$143.20	$148.90	$154.85	$161.00

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 of 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-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.

AGREEMENT

BETWEEN

E.T. SIMONDS CONSTRUCTION COMPANY

AND

GENERAL TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS LOCAL #347

EFFECTIVE 03/01/2014 thru 12/31/2018

RECEIVED

JUN 11 2015

CONTRACT DEPARTMENT

ARTICLES OF AGREEMENT

This Agreement made and entered into this 1st day of March, 2014 by and between **E.T. SIMONDS CONSTRUCTION COMPANY** hereinafter referred to as the "employer" and the **TEAMSTER LOCAL UNION #347,** hereinafter referred to as the "union", do agree to be bound by the following terms and conditions.

ARTICLE I
RECOGNITION

The collective bargaining unit covered by the terms of this agreement shall consist of all employees at the employer's shop(s) located anywhere within Teamster Local Union #347 jurisdiction, who are engaged in the repair and maintenance of trucks and equipment, owned stored, or leased by the employer, except for salesmen, office help, part department employees, superintendents, watchmen, and porters.

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 one hundred and twenty (120) days following the beginning of their employment of the execution date of this agreement, whichever is the latter; that the continued employment of 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 one hundred and twenty first

ARTICLE XII
HEALTH AND WELFARE CLAUSE

The following rates will apply for each employee covered by this Agreement who has been on the Employer's payroll for thirty (30) days.

Four-Tier Rate Structure
"PLAN MM200 TA"
Contribution Rates (per participant, per week)

Contribution Year	Tier 1 Member	Tier 2 Member+ Child	Tier 3 Member+ Spouse	Tier 4 Family
2014 (04/27/2014)	$147.30	$185.10	$275.70	$368.70
2015	$162.40*	$204.50*	$308.30*	$420.50*
2016	$176.30*	$226.30*	$338.70*	$479.20*
2017	TBA	TBA	TBA	TBA
2018	TBA	TBA	TBA	TBA

If an employee receives any compensation from the Employer within a week, the Employer shall make contributions for that week.

ARTICLE XIII
PENSION CLAUSE

Effective March 1, 2014, the Employer shall contribute to THE CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND for each Teamster employee covered by this Agreement who has been on the Employers payroll for thirty (30) calendar days regardless of probationary or seniority status.

The following pension rates shall be paid during the life of this Agreement:

	3/1/2014	05/1/2014	5/1/2015	5/1/2016	5/1/2017	5/1/2018
Mechanics	$193.50	$201.20	$209.20	$217.60	$226.30	$235.40

There shall be no other pension fund under this agreement for operations under this agreement or for operations under the Southeast and Southwest Areas Contract 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 injured on the job, the Employer shall continue to pay the required contributions during the time this Employee would have normally worked had he/she not been injured; however, such contributions shall not be paid for a period of more than 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. 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.

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 contribution to the pension fund or funds created under this agreement, in accordance with the rules and regulations of the trustees of such fund, the employer of other 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 company shall be responsible to the employees for losses resulting therefrom.

ARTICLE XIV
LEGALITIES

Nothing herein contained shall be construed to such manner as to be in violation of any of the provisions or requirements of any state or federal law, and neither of the parties hereto shall be required to take any action, which would be in violation of any such laws.

The entire agreement is entered into upon the assumption of the parties that the business of the employer in such as is with the jurisdiction and coverage of the Labor Management Relations Act of 1947. If it should later be determined either by the National Labor Relations Board of a court of the United States, that the business of the employer is without the jurisdiction and coverage of the act, then in such event, this entire agreement shall upon five (5) days notice by any party, be opened for re-negotiations.

ARTICLE XV
FURNISHING MECHANICS

The employer shall not direct, require, or permit his employees or other persons, other than employees, in the bargaining unit here involved, to perform work, which it recognizes as the work of the employees in said unit. Provided, however, in cases of emergency, or if the union is unable to furnish the needed workers, the employer may assign other of its employees, or other persons, to work ordinarily performed by the employees in the unit here involved.

In case of fire or theft, the company is to be responsible for the loss of the employee's tools.

AGREEMENT

DAVE SINCLAIR FORD, INCORPORATED, at both 600 Columbia Center, Columbia, Illinois and at 7466 South Lindbergh, St. Louis, Missouri, hereinafter referred to as "Employer" and the AUTOMOBILE TRANSPORTERS CHAUFFEURS, DEMONSTRATORS & HELPERS, LOCAL NO. 604 of the I.B.T.C.W. and H. of AMERCIA, of the city of St. Louis, Missouri, hereinafter referred to as the "Union" agree mutually to be bound by the following terms and conditions.

ARTICLE I

The Union shall the sole bargaining agent for all salespersons for new and used passenger automobiles and trucks.

Employer agrees that all salesperson employees who are members of the Union shall continue to be members of the Union in good standing as a condition of their employment during the terms of this contract. The Employer may hire new sales people who shall become members of the Union in good standing not later than the end of a thirty-one day period. Any present salespersons who are not members of the Union shall become members of the Union in good standing at the end of thirty-one days. Said thirty-one day period shall commence on the date of the signing of this contract for present employees not now members of the Union and on the date of employment for new employees.

The Employer agrees to deduct from the Employee's pay for the first pay period of the month all Union dues and initiation fees and forward same to the Union not later than the tenth of each month.

ARTICLE II
GENERAL WORKING CONDITIONS

Section 1: It is understood and agreed by both parties to this agreement that no new car or truck dealer or salesperson shall accept a deal from any salesperson or employee of another dealer in automobiles or trucks without permission of both dealers involved.

Used car or truck salespersons shall not accept a deal from any salesperson or employee of another dealership or another dealer without permission of the other party involved.

Any salesperson involving himself/herself in violation of this Agreement with deals of another dealer or dealership shall be subject to discipline to the extent of his/her discharge.

The Union agrees not to permit its member sales people to be a party to financing any new or used car outside of the dealership where he/she is employed, without the consent of the Employer.

It is understood and agreed by both parties to this agreement that when this employer gives a written approval of deal to the salesperson, the salesperson cannot be charged with a violation of this Agreement involving deals with another dealer or dealership.

Effective	H&W	Pension
March 28, 2013	$36.00	$26.10
March 28, 2014	$36.00	$33.80
March 28, 2015	$36.00	$41.80
March 28, 2016	$36.00	$50.10

If, for whatever reason, the Employer's Pension contribution obligations (excluding withdrawal liability) ever exceed the figures noted in Article V and/or Article VI, the salespersons agree to remit or have deducted the entire excess to the Employer.

ARTICLE VI
PENSION

The Employer agrees to remit to the Pension Fund for each employee covered by this Agreement who has been on the payroll of the employer thirty (30) days or longer as follows:

Effective	
March 28, 2013	$191.60 per week
March 28, 2014	$199.30 per week
March 28, 2015	$207.30 per week
March 28, 2016	$215.60 per week

This fund shall be the Central States Southeast and Southwest Areas Pension Fund Class 17A. There shall be no other pension funds under this Agreement. As per the last paragraph of Article V, all increases required by the Fund/Trustees/Plan referenced in this Article VI are to be paid by the employee, to the employer, through payroll deductions.

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

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

Contributions to the pension fund must be made for each week on each regular employee, including weeks where work is performed for the Employer.

It is expressly understood in the event that an employee works any portion of a week for the Employer, the Employer will make the required pension contribution for the full week.

ARTICLE VII
GRIEVANCE PROCEDURE AND STRIKE CLAUSE

Section 1: During the term of this agreement, the Employer will not cause ant lockouts, nor will the Union cause any strikes, stoppages, or suspension of work, until the procedures prescribed by Section 2 of this Article, the same relating to the handling and adjustment of grievances, shall have been exhausted, and said procedures shall be available to both Employer and Union.

Section 2: The term "Grievance" shall mean a dispute or difference involving the application or interpretation of any provision of this Agreement of discharge of any salesperson. Should grievances occur, the Shop Steward shall first endeavor to adjust the same with the foreman, and, if not thus satisfactorily adjusted, such grievance shall be brought to the attention of the management by the Steward or the Business Representative.

Section 3:

If such grievances are not, thus satisfactorily adjusted, or if the Employer has a grievance, the same shall be referred to a committee for mediation consisting of three (3) representatives appointed by the Union and three (3) representatives appointed by the Employer. The representatives appointed by the Union must be members and/or business agents and/or officers of St. Louis Metropolitan Area Teamster local(s). The representatives appointed by the Employer must be members of management and/or supervisors of St. Louis Metropolitan Area automobile dealership(s). However, upon formal application of this committee to act, the said committee for mediation must render their decision within fifteen (15) days from the official notice by CERTIFIED or REGISTERED MAIL unless an extension is mutually agreed to by both parties.

In the event said Joint Committee for Mediation is unable to arrive at a majority decision within the time prescribed, either party to this agreement shall be free at any time after twenty (20) days notice to the other party to cause lock-outs or to cause and engage in strikes, stoppages or suspension of work.

ARTICLE VIII
MISCELLANEOUS
PICKETING CLAUSE

It shall not be a violation of this Agreement for the employees covered hereunder to refuse to cross picket line and perform work in any instance were the picket line has been authorized by the union picketing.

UNAUTHORIZED ACTIVITY CLAUSE

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 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.

The Employer shall be privileged to discipline employees responsible for such unauthorized activities without violation of the terms of this Agreement, subject, however, to the grievance and arbitration provisions of this agreement.

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 the employees under this agreement, it is understood and agreed that only the Secretary Treasurer of the Union has power to authorize any such actions or give the orders or directions necessary to carry out any actions.

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 the 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.

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 not later than the effective date of sale.

In application or interpretation of this contract, the Agreement of Employer and Union shall be conclusive and binding upon all persons affected.

It is understood that the Union Representative shall have access to necessary records of the Employer to ascertain that the working conditions and wages of this Agreement are being properly maintained.

It is understood that any and all addendum's to this contract supersede any language or intent of said contract.

This Agreement shall become effective July 1, 2013 and shall continue in full force and effect until February 28, 2017 and shall automatically renew itself for succeeding yearly periods ending February 28th of each succeeding year unless either Employer or Union shall give notice to the other, in writing, at least sixty (60) days prior to the termination date of its desire to cancel, modify or amend this Agreement.

If a state, federal and/or local law, regulation and/or ruling, as enacted and/or as applied, makes the Article V and/or VI contribution sharing arrangement unlawful, subject to additional

taxes and/or penalties and/or otherwise disadvantageous to the Company, then the Company shall have the right, by the issuance of written notice to the Union to declare this Agreement terminated, provided the date of termination must be at least sixty (60) days after the date of said written notice.

IN WITNESS WHEREOF, the parties here hereunto subscribed their signature as of June day of 26, 2013.

Redacted by U.S. Department of the Treasury

AUTOMOBILE TRANSPORT CHAUFFEURS
DEMONSTRATORS & HELPERS
LOCAL UNION NO. 604
1622 S. Broadway
St. Louis, MO 63104

Redacted by U.S. Department of the Treasury

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RECEIVED
JUL 08 2013
CONTRACT DEPARTMENT

ILLINOIS HEAVY/HIGHWAY AGREEMENT

BETWEEN

G.M. SIPES

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

JUL 06 2015

CONTRACT
DEPARTMENT

Received Time Apr. 20. 2015 10:07AM No. 0898

PREAMBLE

G.M.Sipes 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 their 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

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

Section 3. Failure of an Employer to obtain and maintain an effective surety bond as required herein, or failure and default of an Employer of payment or obligations covered by this Agreement in excess of the amount of the surety bond may, at the option of the Union

EMPLOYER: G. M. Sipes Const, Inc

ACCOUNT NO.: _____

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 if 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: G. M. Sipes Constr, Inc.

By: Redacted by U.S. Department of the Treasury

Title: Redacted by U.S. Department of the Treasury

Date: 4/20/15

LOCAL UNION NO. 135

B Redacted by U.S. Department of the Treasury

Ti Redacted by U.S. Department of the Treasury

Date: 7/14/15

RECEIVED

JUL 17 2015

CONTRACT DEPARTMENT

RIDER TO THE CENTRAL STATES AREA TANK HAUL AGREEMENT

by and between

International Brotherhood of Teamsters
Local Union #697

Wheeling, WV

and

SLAY TRANSPORTATION CO., INC.

RECEIVED
JUN 17 2013
CONTRACT DEPARTMENT

November 15, 2011 through and including November 14, 2016

SLAY TRANSPORTATION CO., INC. / TEAMSTERS, LOCAL 697 RIDER TO THE CENTRAL STATES AREA TANK TRUCK AGREEMENT

Slay Transportation Co., Inc. (Slay) and the Teamsters, Local Union 697 (Local 697) hereby agree to and adopt the following Rider to the Central States Area Tank Truck Agreement.

This Rider shall apply solely to Owner-Operator/Contractor Drivers, Company Employee Drivers, Mechanics, Mechanics Helpers, Utility Workers, and Tank Cleaners (collectively referred to herein as "employees") of Slay Transportation Co., Inc., Liquid and Dry Bulk Division, operating out of the Sardis, Ohio, terminal.

ARTICLE I
Probationary Period

Section 1. The probationary period for newly hired employees shall begin upon completion of the training period as outlined in the Slay Transportation Co., Inc. "Driver Hiring Standards and Minimum Driver Training Programs". On student trips, Drivers will be paid for the trips as if it were a single man trip. Such training period will not exceed thirty (30) calendar days. Upon completion of the probationary period, the employee's seniority will revert back to the first day of training.

Section 2. New bargaining unit employees shall be paid 90% during apprentice training, if such apprentice training is required. At the expiration of the apprentice training, or if no apprentice training is required, then new bargaining unit employees will be paid 100%.

Section 3. A bargaining unit employee need only qualify one time under this apprentice training program regardless of the company he/she works for. Further, any bargaining unit employee that has worked for at leas six (6) months in the past twelve (12) months under the master Contract, the apprentice training program will not apply. This apprentice training program will not be used to supersede the seniority dispatch.

Section 4. Any experienced bargaining unit employee may be hired at any stage of the Apprentice Program. The Company has the right to evaluate newly hired bargaining unit employee's qualification and experience and may advance him/her throughout the apprentice training program (including the 90% pay rate) at its discretion.

ARTICLE II
Dispatch

Section 1. Seniority. There shall be one master seniority list for Drivers regardless of whether they own their own tractor or not. Terminal seniority with the Company shall determine layoff, vacation and other fringe benefits. All Drivers all be dispatched in order of their master seniority. Where voluntary response to the loads is insufficient, reverse seniority dispatch procedures will be followed.

Section 2. Dispatch Procedures. An agreed upon method of dispatch is negotiated between Slay and the Union for the Terminal which shall not be changed except by mutual agreement.

Tank Cleaner works forty (40) hours in anyone (1) work week, all time worked after forty (40) hours in such employee's work week shall be paid at the rate of time and one-half (1 1/2). When a Mechanic or Tank Cleaner works seven (7) days in anyone (1) work week, all time worked on the seventh (7th) day of each Mechanic's or Tank Cleaner's work week shall be paid at the rate of double (2x) time.

Section 15. Call outs of eight (8) hours or more shall be offered by classification to the most senior non-scheduled employee. If no one is available they can then hold a man over 4 hours on a shift and bring out the senior man on the next shift 4 hours early.

A. In regards to the application of this language to the overtime and call out procedure concerning the Mechanics/Mechanics Helpers

- If the Company is making a call out to cover work performed only by a Class A or B Mechanic, they are required to call out and A or B Mechanic only.
- If the Company is making a call out to cover work that can be performed by a Mechanics Helper they must go down the complete Mechanics/Mechanics Helpers Seniority List and use the senior man that is available on that seniority list.

Section 16. Tool Reimbursement. The Company will replace all Tank Cleaners' and Mechanics' tools that are broken or worn out due to working on Company equipment. with no cost to the employee. Employee must turn in broken or worn out tool before re' bursement.

Section 17. Work Boot Allowance – Mechanics: Each year of the contract employees in the mechanic classification will be reimbursed (with appropriate receipt) up to $100.00 toward the purchase of work boots to use in the employment workplace of Slay Transportation.

Section 18. Work Boot Allowance – Tank Clea ers: Every six (6) months of the contract employees classified as a tank cleaner will be reimbursed (with appropriate receipt) up to $100.00 toward the purchase of work boots to utilize cleaning tanks in the employment of Slay Transportation.

ARTICLE XVI
Teamsters Pension Plan

Section 1. The employer shall contribute the following amounts to the Central States South :ast and Southwest Areas 17B Pension Fund as per the Master agreement.

11/13/11	11/11/12	11/17/13	11/16/14	11/15/15
$162.50/wk	$173.90/wk	$184.30/wk	$193.50/wk	$201.20/wk

R. G. SMITH COMPANY, INC.
ACCOUNT NO.: 7377800-0307-92-A

LETTER OF UNDERSTANDING AND AGREEMENT

Effective June 1, 2009, contributions will be remitted to the Central States Pension Fund on behalf of any employee covered by the Collective Bargaining Agreement (CBA) after the employee has been on the Employer's payroll for sixty (60) working days, other than a part time, seasonal or casual 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, seasonal or casual employee works one thousand (1,000) hours or more in any rolling 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 required by this contract for non-part time, non-seasonal or non-casual employees.

GENERAL TRUCK DRIVERS AND HELPERS UNION LOCAL NO. 92

Redacted by U.S. Department of the Treasury

Date: 4-17-2014

R. G. SMITH COMPANY, INC.

Redacted by U.S. Department of the Treasury

Date: 4-17-2014

RECEIVED
APR 28 2014
CONTRACT DEPARTMENT

37.8.788

COLLECTIVE BARGAINING AGREEMENT

By and Between

R. G. Smith Company, Inc.

-And-

GENERAL TRUCK DRIVERS AND HELPERS UNION
Local No. 92

April 1, 2014 – March 31, 2017

RECEIVED
APR 28 2014
CONTRACT
DEPARTMENT

THIS AGREEMENT, made and concluded at Canton, Ohio, by and between R. G. SMITH COMPANY INC., party of the first part hereinafter referred to 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 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 – 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, and Working Foremen.

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. 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 lessor 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 contract.

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 regularly scheduled work day which immediately precedes or follows the holiday, except in cases of proven illness or unless the absence is mutually agreed to.

Section 5 Regular employees are entitled to holiday pay if the holidays fall within the first thirty (30) 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.

Section 6 If any holiday falls within the thirty (30) day period following an employee's lay off due to lack of work, and such employee is also recalled to work 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 contract. An employee who is laid off because of lack of work and is not recalled to work within the aforementioned thirty (30) day period is not entitled to the extra pay upon his return. Under no circumstances shall the extra pay referred to herein be construed to be holiday pay, nor shall it be considered as hours worked for weekly overtime.

Section 7 Regular full time employees shall be entitled to two (2) sick/personal days. Such sick/personal days shall be paid at eight (8) hours times the employee's hourly rate. Unused sick/personal days will not be paid or carried over to the following year.

ARTICLE 29 – Pension Plan

Effective April 1, 2014, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, one hundred and fifty three dollars ($153.00) per week for each employee covered by this Agreement who has been on the payroll sixty (60) days or more.

Effective April 1, 2015, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, one hundred and fifty nine dollars and ten cents ($159.10) per week for each employee covered by this Agreement who has been on the payroll sixty (60) days or more.

Effective April 1, 2016, the Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, one hundred and sixty five dollars and fifty cents ($165.50) per week for each employee covered by this Agreement who has been on the payroll sixty (60) 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 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 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 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. Contributions shall be made for any regular employee on layoff who has worked one (1) day in any week for any reason.

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

A G R E E M E N T

between

SMITH READY MIX, INC.

and

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

RECEIVED

SEP 21 2011

CONTRACT
DEPARTMENT

ORIGINAL

June 1, 2011 – May 31, 2016

THIS AGREEMENT, made and entered into between Smith Ready Mix, Inc., hereinafter referred to as the "EMPLOYER", and Chauffeurs, Teamsters, Warehousemen and Helpers Local Union No. 135, hereinafter referred to as the "UNION".

ARTICLE 1

RECOGNITION

Section 1.01. The Employer agrees to recognize the Union as the exclusive bargaining agent for all the employees in the service of their company in the job classifications or work categories contained in this Agreement.

Section 1.02. There shall be no discrimination on the part of the Employer towards the employees because of their membership or non-membership in the Union, nor in respect to race, color, creed, sex or national origin.

Section 1.03. The use of the words, his, her, their, them, employee, employees, and other pronouns are meant to include both the female and male gender for the purpose of this Agreement.

ARTICLE 2

UNAUTHORIZED ACTIVITY

Section 2.01. It is mutually agreed that the Local will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice, which will list the Union's authorized representatives who will deal with the Employer, make commitments for the Union generally, and in particular have the sole authority to act for the Union in calling or instituting strikes or any stoppage of work, and the Union shall not be liable for any activities unless so authorized. It is further agreed that in all cases of an unauthorized strike, slowdown, walkout or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable mean to induce such drivers to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer, during the first twenty-four (24) hour period of such unauthorized work stoppage, shall have the sole and complete right of reasonable discipline short of discharge, and such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of such stoppage, and if such stoppage continues, however, the Employer shall 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 such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement. It is further agreed and understood that the Local Union shall not be liable for any strike, breach or default in violation of this Agreement, unless the act is expressly authorized by the President of the Union. A properly designated officer of the Local Union shall, within twenty-four (24) hours after request is made to the President of the Local Union, declare and advise the party making such request, by telegram, whether the Union has authorized any strike or stoppage of work. The Local Union shall make immediate effort to terminate any strike or stoppage of work which is not authorized by it without assuming liability therefor.

ARTICLE 14

PENSION

Section 14.01. 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.

6/1/11	$115.60
6/1/12	$124.80
6/1/13	$132.30
6/1/14	$140.20
6/1/15	$148.60

Section 14.02. This fund shall be the Central States Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Contract for operations under this contract or for operations under the Southeast and Southwest Areas Contracts, to which Employers who are party to this Contract are also parties.

Section 14.03. 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 14.04. 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 the 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) 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 14.05. There shall be no deduction from equipment rental of owner operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more.

Section 14.06. 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.

Contributions must be made on each regular or extra employee on the second day the employee is put to work within any work week.

Section 14.07. The foregoing Employer contribution rates are the Employer's total hourly cost for providing pension benefits during the term of this agreement. Notwithstanding anything contained in the Agreement to the contrary, in the event that at any time during the term of the Agreement, the Employer is legally required to make Employer contributions to any Pension Plan ("Pension Plan") which are at any Employer contribution rate which is greater than the employer contribution rate required to be made by the Employer under the terms of the Agreement (or has the aggregate effect of requiring additional Employer contributions to the Plan by the Employer) (i.e., the "the additional contribution rate"), by reason of the direct or indirect application of any law, regulation or rule, including the Pension Protection Act of 2006 and any successor legislation, then the parties to the Agreement agree, that beginning as of the effective date the Employer is required to make contributions at the additional contribution rate until the date the additional contribution rate is no longer in effect, the Employer shall be entitled to reduce the wage rate paid to covered employees as set forth in the Agreement by the amount of the additional Employer contribution rate the Employer is legally required to pay to the Pension Plan. In no event shall the total wage/fringe package be increased during the term of the Agreement as a result of the foregoing sentence. All other provisions of the Agreement shall remain in full force and effect during its term.

ARTICLE 15

HEALTH AND WELFARE- AND PENSION DELINQUENCY

Section 15.01. Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contribution to the Health and Welfare or Pension Fund or Funds, created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, after the proper official of the Local Union has given seventy-two (72) hours notice to the Employer of such delinquency in Health and Welfare or Pension payments, the Local Union shall have the right to take such action as may be necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

ARTICLE 16

WORK WEEK

Section 16.01 The basic workweek for all employees shall be Monday through Saturday inclusive. Starting time shall be as business demands between the hours of 6:00 A.M. and 9:00 A.M. The time and one-half rate shall be paid after eight (8) hours in any one (1) day and after forty (40) hours straight time in any one week. Any employee called or put to work after 9:00 A.M., Monday through Sunday, shall be paid from 9:00 A.M. on. Time and one-half shall be paid for any and all Saturday work other than a Saturday which is also a holiday. Overtime shall not be paid twice for the same hours worked. For employees working the first shift, the Employer may allow a one-half (1/2) hour for lunch commencing between 11:00 A.M. and 1:00 P.M. For employees working the second and third shifts, the Employer may allow a one-half (1/2) hour for lunch commencing the end of the

UNIFORM BUILDING CONSTRUCTION AGREEMENT

BETWEEN

SMOCK FANSLER CORP.

AND

COAL, ICE, BUILDING MATERIALS, SUPPLY DRIVERS, RIGGERS, HEAVY HAULERS, WAREHOUSEMEN AND HELPERS, LOCAL UNION NO. 716, an affiliate of the International Brotherhood of Teamsters

JUNE 1, 2014 THROUGH MAY 31, 2017

RECEIVED

DEC 15 2014

CONTRACT DEPARTMENT

UNIFORM BUILDING CONSTRUCTION AGREEMENT

This Agreement is by and between Smock Fansler Corp. located at 2910 W. Minnesota, Indianapolis, IN 46241, acting as negotiating agent for and on behalf of certain firms, a list of which is attached, hereinafter referred to as the "Employer" and Coal, Ice, Building Materials, Supply Drivers, Riggers, Heavy Haulers, Warehousemen and Helpers, Local Union No. 716, an affiliate of the International Brotherhood of Teamsters, 849 S. Meridian Street, Indianapolis, IN 46225, hereinafter referred to as the "Union".

ARTICLE I

BARGAINING UNIT

The Employer agrees to recognize and does hereby recognize the Union, its representatives, agents or successors as exclusive representatives and bargaining agency for all of the truck drivers, truck mechanics, truck helpers, warehousemen and automotive maintenance employees covered by this Agreement.

It is understood and agreed that supervision is the Employer's responsibility.

ARTICLE II

UNION SECURITY

Section 1. It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the seventh (7th) day following the beginning of their employment or the execution of this Agreement, whichever is the later; that effective from and after the seventy (7th) day following the execution in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union shall be conditioned upon those persons becoming members of the Union not later than the seventy (7th) day following the execution of this Agreement The failure of any person to become a members of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person. In the event an Employer has received written notice as above outlined and such

trustees under such agreement, or to take all steps necessary for participation in such funds in accordance with the trust agreement and all the rules and regulation of the trustees, hereby waiving all notice thereof and ratifying all action already taken or to be taken by such trustees within the scope of their authority.

Section 4. Contributions to the Indiana Teamsters Health Benefits Funds must be made each month on each regular, part-time or extra employee (after such part-time or extra employee completes the first thirty (30) days of employment for any contributing Employer) even though such regular, part-time or extra employee may work only part-time. Should any employee, duly qualified by having worked for a contributing Employer for thirty (30) days, perform work for more than one Employer during any one (1) week, such contribution in effect shall be paid by the Employer first employing said employee during such week.

Section 5. It is mutually agreed that the Employer, upon the receipt of a written request from the employee prior to separation or layoff shall deduct the contributions to the Indiana Teamsters Health Benefits Fund for the subsequent four (4) weeks from the employee's final check. Such sums so withheld to be remitted to the Indiana Teamsters Health Benefits Fund.

Section 6. Notwithstanding anything herein contained, it is agreed that in the event any Employer is knowingly delinquent at the end of a period in the payment of his contributions to the Health Benefits Fund or funds created under this Agreement, in accordance with the rules and regulations of the trustees of such funds and refuses to remit when notified, the employees or their representatives shall have the right to take such actions as they deem necessary until such delinquent payments are made, and it is furtl er agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

ARTICLE XXV

PENSION

Section 1. Effective June 1, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Two Hundred Four Dollars and Seventy Cents ($204.70) per week for each employee covered by this Agreement. Effective June 1, 2015, the Employer shall contribute Two Hundred Seventeen Dollars ($217.00) per week for each employee covered by this Agreement and Effective June 1, 2016, the Employer shall contribute Two Hundred Twenty-Five Dollars and Seventy Cents ($225.70) per week

Section 2. This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southeast and Southwest Areas Agreements to which Employers who are party to this Agreement are also parties.

Section 3. By the execution of this Agreement, the Employer authorizes the Employers' Association, which is a party hereto, to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such trustees within the scope of their authority.

Section 4. If an employee is injured on the job, the Employer shall continue to pay the required contributions during the time the employee would have normally worked had he not be injured. However, such contributions shall not be paid for period of more than four (4) weeks. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the contributions into the Pension Fund during the period of absence.

Section 5. Contributions to the Pension Fund must be made for each week, on each regular employee, even though such employees may work only part-time under the provisions of this Agreement. Contributions shall be made for any regular employee on layoff who is worked one (1) day in any week for any reason.

If any employee on the seniority list is worked a day in any workweek, either as a replacement or supplemental employee, the Employer shall pay the full weekly contribution for that workweek.

Section 6. Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contributions to the Pension Fund created under this Agreement, in accordance with the rules and regulations of the trustees of such funds, after the proper official of the Local Union has given seventy-two (72) hours' notice to the Employer of such delinquency in pension payments, the Local Union or Area Conference shall have the firth to take such actions as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

ARTICLE XXVI

WORKING RULES

Section 1. Both parties agree that any working rules now in existence in conflict with the terms of this Agreement shall not be operative, and each party agrees that it will not adopt any working rules for the control of its members that will conflict with the terms or applications of the Agreement.

Section 2. It is further agrees between the parties hereto that this Agreement applies only to the operation of trucks owned or operated by the Employer.

Section 3. Jurisdictional claims, as set forth in working rules of the Union, are to be generally accepted practices, but nothing therein contained shall be construed as an

AGREEMENT

ROCK-TENN SERVICES, INC.

and

TEAMSTERS LOCAL UNION NO. 245

JULY 1, 2013 THROUGH JUNE 30, 2015

On the 30th day of June, 2013, Rock-Tenn Services, Inc., Container Division, Springfield, Missouri (hereinafter referred to as the "Company" and/or the "Employer") and Teamsters Local Union No. 245, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the "Union") have agreed upon the following joint statement of hours, wages, and other working conditions applicable to the Company's operations in its present facility and plant location at Springfield, Missouri.

ARTICLE 1 – PURPOSE

The general purpose of this Agreement is in the interest of the Employer and the employees to set forth the basic Agreement of the parties with respect to rates of pay, hours of work, and conditions of employment, and to provide for the operation of Rock-Tenn Services, Inc., Container Division, Springfield Plant, Springfield, Missouri, under methods which will further, to the fullest extent possible, the peaceful settlement of grievances, the safety of employees, economy of operations, quantity and quality of output, cleanliness of plant, and protection of property. It is recognized by this Agreement to be the duty of the Company, the employees, and the Union to cooperate fully, individually, and collectively for the advancement of said conditions.

ARTICLE 2 – RECOGNITION

Section 1. As a result of and pursuant to an election conducted by the National Labor Relations Board on May 2, 1974, the Company recognized the Union as the sole and exclusive bargaining agent for all production and maintenance employees, including the departments of printer, slotter, finishing, maintenance, shipping and receiving, in-plant trucker, clean-up, and motor trucking, but EXCLUDING all office employees, guards, watchmen, professional employees, and supervisors as defined in the Act, and all plant clerical employees such as unit is limited and defined by the certification of the National Labor Relations Board in Case No. 17-RD-540, dated May 10, 1974.

ARTICLE 21 – FUNERAL LEAVE

Section 1. In the case of the death of a member of the immediate family of a permanent employee, the Company will grant three (3) consecutive working days, twenty-four (24) hours paid leave of absence, one day being the day of the funeral. The term "immediate family" is defined as consisting of the following relatives of the members only: Mother or step-mother, father or step-father, spouse, children, step children, brother, sister, father-in-law, mother-in-law, grandchildren, and grandparents of the employees.

Section 2. Funeral leave of eight (8) hours paid leave of absence will be granted permanent employees in case of the death of brother-in-law, sister-in-law, and spouse's grandparents, or to act as pallbearers, such day to be the day of the funeral.

Section 3. Insofar as possible, the employee shall notify the production manager in advance for such paid leave. Such paid leave shall not be granted when the employee otherwise eligible does not attend the funeral. The employee absent on a paid funeral leave shall not be eligible for any overtime which is scheduled during the period of such employee's leave. If a holiday falls during the paid leave of absence, the employee will not receive both holiday pay and paid leave of absence.

Section 4. The employee will not be entitled to funeral pay for any day falling within the three (3) days leave of absence which is not a scheduled workday for the employee or when the employee is on vacation.

Section 5. The rate of pay shall be the regular straight time hourly rate of the employee.

Section 6. The employee shall furnish some proof of death.

ARTICLE 22 – JURY DUTY

A permanent employee who serves on jury duty shall be paid for time lost from work. The pay shall be the difference between each day's jury fee and one normal shift at his base hourly wage rate. Such pay shall be limited to ten (10) days per contract year.

ARTICLE 23 – PENSION PLAN

Section 1. Effective July 1, 2013, the Company shall contribute to a fund which is to be administered through the Trust Agreement of 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 commencing with the thirty-first (31st) day of employment. Effective July 01, 2014, the sum shall be increased to one hundred thirty four dollars and eighty cents ($134.80) per week for each employee covered by this Agreement

By the execution of this Agreement, the Company 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 action already taken or to be taken by such trustees within the scope of their authority.

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 the period of more than twelve (12) months. If an employee is granted a leave of absence, the Company shall collect from the 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.

ARTICLE 24 – CHECKOFF OF DUES AND DEATH ASSESSMENTS

Section 1. The employer agrees to deduct from the pay of all employees covered by this Agreement dues and/or death assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deductions are made. Written authorization by the employee will be furnished to the Company in the following form:

I, the undersigned member of Local 245, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, herewith authorize my Employer to deduct from my wages each and every month from my Union dues, initiation fees, death assessments, and uniform assessments owing to such Local Union as a result of my membership therein, and direct that such amounts so deducted be sent to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization and assignment shall be irrevocable for the term of applicable contract between the Union and the Company, or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the Company and the Union at least sixty (60) days and not more than seventy-five (75) days before any periodical renewal date of this authorization and assessment of my desire to revoke the same.

SS# _____ Signed _____

Company _____ Date _____

The Company agrees to deduct from the paychecks of all employees covered by this agreement for voluntary deductions to DRIVE, or other similar organizations established by or participated in by Local 245. DRIVE, or such other similar organization, shall notify the Company of the amount designated by the individual employee that is to be deducted on a weekly basis. The company shall transmit to DRIVE or other similar organization's headquarters on a monthly basis one (1) check, the total amount deducted, along with each employee's name, social security number, and the amount deducted from each employee's paycheck.

AGREEMENT

BETWEEN

TEAMSTERS "GENERAL" LOCAL UNION NO. 200

AND

SONAG READY MIX, LLC

June 1, 2014 to May 31, 2017

RECEIVED
SEP 18 2014
CONTRACT DEPARTMENT

Agreement

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

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

ARTICLE 1
INTENT AND PURPOSE

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

ARTICLE 2
SCOPE OF OPERATIONS COVERED

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

ARTICLE 3
RECOGNITION AND UNION SECURITY

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

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

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

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

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

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

ARTICLE 22
PENSION

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

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

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

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

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

22.3 By the execution of this Agreement, the Company authorizes the Company's Associations who are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Company Trustees under such agreement, hereby waiving all

notice thereof and ratifying all lawful actions already taken, or to be taken by such Trustees, within the scope of their lawful authority.

22.4 If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of twenty (20) days. If an employee is injured on the job, the Company shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence being effective, sufficient moneys to pay the required contributions into the Pension Fund during the period of absence.

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

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

ARTICLE 23
SPLIT SHIFTS

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

ARTICLE 24
POSTING OF NOTICE

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

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

NEW FURNITURE

COLLECTIVE BARGAINING AGREEMENT

OF

LOCAL No. 705, I.B. of T.

an Affiliate of the

International Brotherhood of Teamsters,

Effective Dates:

July 1, 2012
To
June 30, 2015

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and entered into this the 1st day of July 1 2012, by and between Sonno Mattress/The Bedding Group, Inc.(hereinafter referred to as "Employer") and Teamsters Local No. 705, an affiliate of the International Brotherhood of Teamsters, (hereinafter referred to as the "Union").

ARTICLE 1 Recognition

The Employer recognizes the Union as the Sole and exclusive bargaining representative of the Employees in the classifications listed in Article 5.

ARTICLE 2 Union Security

Section 1 . All present Employees who are members of the Union on the effective date of this Agreement or on the date this Agreement is executed whichever is later shall remain members of the Union in good standing as a condition of employment.

Section 2 . To the extent that union security provisions are more favorable to the Union may become permissible under Federal and State Law during the life of the Agreement as a result of legislative, administrative or judicial determination, all of the provisions of this Article shall be automatically amended to permit such more favorable union security agreement, or to apply or become effective in situations not now permitted by law.

Section 3 . When the Employer needs additional men, he 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 names and addresses of these extra Employees shall be sent to the office of the Union within twenty-four (24) hours after their hiring.

Section 4 . Except as above provided, all new Employees shall work under the provisions of this Agreement.

ARTICLE 3 Deductions

The Employer agrees to deduct within two (2) weeks following receipt of the statement of certification of the member and remit to the Union from the pay of all Employees covered by this Agreement, dues, initiation fees and/or uniform assessments of the Union and agrees to remit the same to the Union along with a statement of such deductions. Where laws require written authorization by the Employee, the same is to be furnished in the form required. No deduction shall be made which are prohibited by applicable law.

All monies required to be checked off shall become the property of the entities for which it was intended at the time such checkoff is required to be made. All monies required to be checked off and paid over to the other entities under this Agreement shall become the property of those entities for which it was intended at the time that such payment or checkoff is required to be made.

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COMPLIANCE DEPARTMENT

Section 3 . Whenever the Union in its sole discretion determines that the Employer is delinquent in making payments to the Health & Welfare Fund (Article 6) and/or the Pension Fund (Article 7), as required under this Agreement or the rules and regulations of the respective Funds, then the Union may Strike the Employer to enforce payment. This provision shall not be subject to and is specifically excluded from the Grievance Procedure (Article 19). The Employer shall be responsible for any losses of any Health and Welfare or Pension benefits resulting thereby and reimbursement of all wages lost because of any action taken by the Union.

Military Clause

Section 4 . The Employer shall pay the Health & Welfare and Pension Fund contributions on Employees on leave of absence for training in the Military Reserve or National Guard, but not to exceed fourteen (14) days. The Employer shall continue to pay Health and Welfare contributions for regular active Employees involuntarily called to active duty status from the military reserves or the National Guard during periods of war or military conflict, but such contributions shall only be paid for a maximum period of twelve (12) months.

ARTICLE 7 Pension Fund

Section 1 . Effective June 29, 2011 the Employer shall contribute to a Pension Fund the sum of one hundred two dollars and fifty cents, ($102.50) per week for each regular full time Employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective June 29, 2012 the Employer shall contribute to a Pension Fund the sum of one hundred seven dollars and fifty cents, ($107.60) per week for each regular full time Employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective June 29, 2013 the Employer shall contribute to a Pension Fund the sum of one hundred eleven dollars and fifty cents, ($111.90) per week for each regular full time Employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective June 29, 2014 the Employer shall contribute to a Pension Fund the sum of one hundred sixteen dollars and forty cents, ($116.40) per week for each regular full time Employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective June 29, 2015 the Employer shall contribute to a Pension Fund the sum of one hundred eleven dollars and fifty cents, ($121.10) per week for each regular full time 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 AREA PENSION FUND.

All Employers, Employees, participants, legal representatives, dependents, relatives, and all persons and parties shall be bound by all rules and procedures of the Fund.

Section 2 . Employer payments to the Central States, Southeast and Southwest Area Pension Fund shall be in the same manner as the Health & Welfare provisions contained in Article 6, Sections 1(b), 2 and 4, hereinabove which are by reference incorporated herein.

ARTICLE 8 Economic Loss

Employees receiving wages or conditions over and above those listed in this Agreement shall suffer no economic reduction through the signing of this Agreement. No Employee shall receive less than the hourly rates shown in this Agreement.

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AGREEMENT

Between

SOUTHSTAR LLC

and

TEAMSTERS LOCAL UNION 745

EFFECTIVE

SEPTEMBER 15, 2013 TO SEPTEMBER 14, 2016

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CONTRACT DEPARTMENT

ARTICLE 1 - RECOGNITION

Bargaining Agent

1.01 The employer recognizes Teamster Union Local 745 as the sole collective bargaining agent for all full-time and part-time employees at its warehouse at 580 Kroger Drive, Keller, Texas 76248 who work within the classifications described in Appendix "C" of this agreement, excluding office clerical employees, guards, temporary employees, casual employees, supervisors and those above the rank of supervisor.

Non-Bargaining Unit Personnel

1.02 It is not the intention of the Employer to normally utilize persons outside of the bargaining union to perform bargaining unit work. However, the Union recognizes that the nature of the Employer's business emphasizes the need to react quickly and cost-effectively to changes that are necessary for the benefit of the business. In the event that the Employer determines that it is necessary for persons outside of the bargaining unit to perform bargaining unit work, the performance of such work shall not occur without prior discussion with the Union. The Union shall be entitled to make recommendations with respect to the manner in which such work is to be performed. In the event that the Employer and the Union are unable to resolve the issue, the Employer shall be entitled to take whatever steps are necessary.

Definition of Employee

1.03

(a) Full-time employees are those who are regularly scheduled to work forty (40) hours or more per week. Full-time employees shall be entitled to all benefits set forth in this agreement.

(b) Part-time employees are those who are scheduled to work fewer than forty (40) hours per week. All matters relative to part-time employees shall be governed by Appendix "B" of this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The management of the business and the direction of the working forces, including the right to plan, direct and control warehouse or plant operations, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities and the right to establish and maintain rules and regulations covering the operation of the warehouse or plant, a violation of which shall be among the causes for discharge or discipline, are vested solely in the Employer, provided however, with respect to new rules of conduct only, the Employer will first submit the rules to the Union for discussion. If the Union disagrees with the Employer, the Union can then proceed to Step 3 of the grievance procedure provided for herein for a decision. Any right reserved to the Employer herein shall be exercised with due regard for the rights of the employees as outlined in this Agreement and provided further that it will not be used for the purpose of discrimination against any employee or for the purpose of invalidating any contract provisions.

Letter of Understanding
Between
Southstar Logistics (hereinafter referred to as the "Employer")
And
Teamsters Union Local 745 (hereinafter referred to as the "Union")

The employer and the Union have discussed the below issues. The issues of Pension, Employee Healthcare and Retiree Healthcare will be handled as below.

PENSION

Each full time employee covered by this Agreement, who has been employed for thirty (30) days or more and is on the regular seniority list, shall be covered by the Central States Southeast and Southwest Areas Pension Fund Employees hired before October 23, 2010, the Employer shall remit contributions on behalf of every newly hired (Grocery Warehouse ndustry employee not later than the first week immediately after the new hire received one thousand (1,000) hours' compensation within any twelve (12) month period. Employees hired after October 23, 2010, the Employer shall remit contributions on behalf of every newly hired Grocery Warehouse Industry employee not later than the first week immediately after the new hire has been employed for (30) thirty days. Under no circumstances may the employer ever reduce the contribution rate paid on behalf of an employee.

Contributions

Employer shall contribute to the Central Stares Southeast and Southwest Areas Pension Fund Effective:

September 15, 2013	$168.70 per week
September 21, 2014	$182.20 per week
September 20, 2015	$196.80 per week

New Hire Warehouse Employees hired before October 23, 2010

1st 12 months of contributions	20% of full contribution rate
2nd 12 months of contributions	40% of full contribution rate
3rd 12 months of contributions	60% of full contribution rate
4th 12 months of contributions	80% of full contribution rate
5th 12 months of contributions	100% of full contribution rate

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for each employee who has met qualifications for Pension contributions.

New Hire Warehouse Employees hired on or after October 23, 2010

Years 1 through 3	50% of the full rate
Years 4 and thereafter	100% of the full rate

for each employee who has met qualifications for Pension 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 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.

AGREEMENT

by and between

SOUTHERN METAL PROCESSING

and

TEAMSTERS LOCAL UNION NO. 610

EFFECTIVE

AUGUST 1, 2012

THRU

JULY 31, 2015

RECEIVED

MAY 17 2013

CONTRACT
DEPARTMENT

A G R E E M E N T

This Agreement has been entered into by and between SOUTHERN METAL PROCESSING, or its successors, (hereinafter referred to as the "Company"), and Local Union 610, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union". This Agreement shall be binding upon the parties hereto.

ARTICLE 1.00

NONDISCRIMINATION

1.01 The Company and the Union agree that they will not discriminate against an employee or applicant for employment for or on account of his affiliation or activities with the Union or because of race, color, creed, religion, national origin, disability or age as provided by law.

ARTICLE 2.00

RECOGNITION

2.01 The Company agrees to and does hereby recognize the Union as the sole and exclusive bargaining agent of all truck drivers. In accordance with this recognition agreement, the Company shall give the Union the first opportunity to refer additional and regular drivers from time to time as the needs of the business dictate.

16.04 By the execution of this Agreement, the Company authorizes the Companies' 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.

16.05 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. Contributions to the Health & 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, and although contributions may be made for those weeks into some other Health & Welfare Fund.

ARTICLE 17.00

PENSIONS

17.01 The Company agrees to continue providing Central States Pension for each regular full-time employee covered by

this Agreement who has been on the payroll thirty (30) days or more and agrees to pay the required increases to the weekly pension rates as follows:

Effective:	08/1/2012	08/1/2013	08/1/2014
	$101.60	$105.70	$109.90

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

17.03 By the execution of this Agreement, the Company authorizes the Companies' 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.

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

17.05 Contributions to the Pension Fund must be made for each week on each regular or extra employee even though such employee may work only part-time under the provisions of this Contract, including weeks where work is performed for the Company but not under the provisions of this Contract, and although contributions may be made to some other Pension Fund.

ARTICLE 18.00

NOTICES

18.01 All notices provided for in this Agreement shall be in writing, and shall be given to the other party in person or shall be sent to the other party by mail, postage prepaid, and shall be deemed given as of the date sent. Notices to the Union shall be addressed as follows:

Teamsters Local Union No. 610
11472 Schenk Drive
Maryland Heights, Missouri 63043

AGREEMENT

Between

General Drivers, Warehousemen and Helpers, Local 89

Affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America

And

**The Standard Group, LLC
Louisville, Kentucky
and/or their
Successors and Assigns**

Effective March 1, 2014 – February 28, 2017

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CONTRACT DEPARTMENT

AGREEMENT

Between

GENERAL DRIVERS, WAREHOUSEMEN AND HELPERS, LOCAL UNION 89, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

and

THE STANDARD GROUP, LLC LOUISVILLE, KENTUCKY, AND/OR THEIR SUCCESSORS AND ASSIGNS.

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of March 2014 by and between THE STANDARD GROUP, LLC, Louisville, Kentucky, and/or their successors and assigns, hereinafter referred to as the "Company," party of the first part, and GENERAL DRIVERS, WAREHOUSEMEN AND HELPERS, LOCAL UNION 89, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "Union," party of the second part.

ARTICLE 1
Intent and Purpose

It is the intent and purpose of the parties hereto that this Agreement will promote and improve the industrial and economic relationship between the employees and the Company, and will be the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

The Company and the Union recognize for the good of the business,
the Company must maintain a position in the market for its product by the use of modern machinery, equipment and methods designed to improve quality and reduce costs. To accomplish this, the Union accepts the principles of continuing improvement in economy of operation, in quality of production, and in individual employee productivity properly compensated by the Company, and the Company accepts the principles of maintaining favorable working conditions and of providing modern machinery, equipment and methods.

ARTICLE 2
Bargaining Unit - Recognition

For the purpose of collective bargaining with respect to wages, hours of employment, and other conditions of employment, the Company recognizes the Union as the exclusive bargaining agent of all production and maintenance employees of the Company at its Louisville, Kentucky plant, including all printing department employees, truck drivers, inspectors and inspector packers, but excluding all office clerical employees, plant clerical employees, sales employees, research employees, quality control employees, and all guards, professional employees and supervisors as defined in the Labor Management Relations Act.

to exceed the last day of the three (3) calendar months following the month in which the employees sustain a non-occupational sickness or accident. Employees on authorized leave of absence who are covered shall have their coverage continued for a period not to exceed the last day of the twelve (12) calendar months following the month in which the employees sustain an occupational sickness or accident.

Section 19.2 - 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 Company agrees to fill out the employer portion of the claim blanks when presented.

ARTICLE 20
Pension

Contributions to the Central States Southeast and Southwest Area Pension shall be made as follows for each employee covered by this Agreement who has completed forty (40) actual days of work:

Effective 06/01/14----------$103.00 per week
Effective 03/01/15----------$107.10 per week
Effective 03/01/16----------$111.40 per week

If an employee is absent because of illness or off the job injury and notifies the Company of such absence, the Company shall continue to make the required contributions for a period of sixty (60) days. If an employee is absent from work due to illness or disability which is compensable under the Kentucky Workers' Compensation Act, which occurred in the Company's employ, the Company shall continue to pay the required contributions for a period not to exceed six (6) months. If an employee is granted a leave of absence, it shall be the employee's responsibility to make the necessary contributions to the Fund during the period of his or her absence.

In the event of layoff or failure for any reason to perform work during any week, the Company will not be required to make any contribution, except as outline above.

ARTICLE 21
Maintenance of Standards & Protection of Conditions

The Company agrees that conditions of employment relating to wages, hours, overtime pay and fringe benefits shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement. This shall not, however, limit or preclude the Company from changing operations due to business requirements or changing conditions.

ARTICLE 22
Transfer of Company Title or Interest

If the Company should sell, transfer, lease or assign the entire operation of the plant it shall require the purchaser, transferee or lessee to assume the obligations of this Agreement, and shall be liable to carry out the terms of this Agreement up to, but not after, the purchaser, transferee or lessee has in writing assumed the terms of this Agreement. It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Agreement.

PREAMBLE

Management and the Union, by this preamble, recognize that they are engaged in an enterprise on which each party is charged with separate responsibilities, but which is best served by the cooperative effort of both. To that end, the parties agree all emp oyees should both exe'cise their initiative and cooperate to: Increase productivity, improve or establish new methods, maintain quality, and reduce waste and idle time, and to provide a safe and sanitary workplace.

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ARTICLE 26

PENSION PLAN

26.1. COMPANY WEEKLY PAYMENT

Effective March 1, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Ninety-Five dollars and twenty cents ($95.20) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective March 1, 2014, the weekly contribution shall be increased to One Hundred dollars and ninety cents ($100.90) per week for benefits currently existing in Schedule B.

Effective March 1, 2015, the weekly contribution shall be increased to One Hundred-Seven dollars ($107.00) per week for benefits currently existing in Schedule B.

Effective March 1, 2016, the weekly contribution shall be increased to One Hundred-Eleven dollars and thirty cents ($111.30) per week for benefits currently existing in Schedule B.

Effective March 1, 2017, the weekly contribution shall be increased to One Hundred-Fifteen dollars and eighty cents ($115.80) per week for benefits currently existing in Schedule B.

26.2. AUTHORIZATIONS

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.

26.3. ABSENCE, CONTINUED CONTRIBUTION

If an employee is absent because of illness or off-the-job injuries 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 suitable arrangements with the Employer, prior to the leave of absence being effective.

26.4. DELINQUENCY

Notwithstanding anything herein contained, it is agreed that in the event any employer is delinquent at the end of the period in a payment of 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 therefrom. Employers who are delinquent also will pay attorney fees and costs of collection.

26.5. LAYOFF

The Company shall not be required to make any payments to the Fund in behalf of an employee while he/she is on layoff. Where an employee receives holiday pay during layoff, the Company shall be obligated to make a contribution for that week if the employee has a credit of less then 451 contributing weeks to the Pension Plan. Where the employee has 451 or more contributing weeks to his/her credit, the Company will not be obligated to make the payments unless the employee has received credit for less than 35 weeks in the year preceding the holiday.

ARTICLE 27

BIDDING

27.1. JOBS TO BE POSTED

All permanently vacant jobs, above labor grade two (2), shall be posted on the bulletin board with a job description. The posting shall be made within five (5) days and remain up for a period of forty-eight (48) hours.

27.2. JOBS AWARDED BY SENIORITY

27.2.1. The employee with the greatest seniority signing the bid sheet, shall be awarded the job within three (3) days, subject to the limitations of 27.9 and 27.14.2.

27.2.2. Prior to the job award, the department Supervisor will meet with the department or Chief Steward if any questions concerning qualifications, ability, seniority, or procedure arise. If there is no qualified bidder for the job after the above posting and bidding procedure, the Company shall then be at liberty to hire a new qualified employee.

27.2.3 Employees may not hold a bid job more than five (5) times in a calendar year except for a higher labor grade. This limitation may be waived by mutual agree nent between Management and the Union.

27.3. PERMANENT VACANCY, PLACEMENT IN NEW JOB AND RELINQUISHMENT OF OLD JOB

27.3.1. A job will be considered permanently vacant when any of the following apply:

27.3.1.1. An employee has been placed on a new bid job for two (2) days. An employee will return to his/her previous job or accept the new bid job after the second dey on the new bid job. Any employee successfully seeking a new bid job, after remaining in the new job for two (2) working days, then relinquishes all rights to any bid job he/she may have previously held;

27.3.1.2. An employee retires

27.3.1.3. An employee is laid off

27.3.1.4. An employee has been suspended pending discharge and no resolution has been reached after the Company Third Step Grievance Response

27.3.1.5 When layoff or retirement occurs the Company will bid only those jobs that are necessary to fill the requirements under Article 27.11.3.

ARTICLE 32

TERMINATION

32.1. EFFECTIVE DATE

This AGREEMENT shall become effective as of the 1st day of March, 2013, and shall remain in full force and effect through the 28th day of February, 2018, and each year thereafter unless written notice of termination or desired modification is given at least sixty (60) days prior to the expiration date by either of the parties hereto.

32.2. NOTICE

Should notice of termination or desired modification be given in the manner provided for above, the party desiring the same shall:

32.2.1. Offer to meet and confer with the other party for the purpose of negotiating a new contract containing the proposed modification.

32.2.2. 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.

32.2.3. 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 Agreement, whichever occurs later.

32.3. EXTENSION OF NEGOTIATIONS

In the process of bargaining in good faith, for a new contract or a contract containing desired modifications, the parties recognize the fact that it may be necessary to continue their negotiations after the date upon which this Agreement legally terminates and in order to provide for their duties and obligations for the period of time between the termination date of this contract and the date upon which they conclude a new contract or one containing the desired modifications, it is understood and agreed as follows:

32.3.1. The parties shall continue to bargain and negotiate in good faith in an effort to reach a complete agreement and understanding covering the terms and provisions of a new contract to take the place of this one or a contract containing the desired modifications and such negotiations shall continue until either a complete agreement and understanding is reached or until either/both parties conclude that it is not probable that further negotiations will result in an agreement.

32.3.2. All of the terms and provisions of this contract shall be continued in full force and effect for a period of ninety (90) days after the term nation date thereof unless otherwise mutually agreed to by both parties.

SPANO BROTHERS

CONSTRUCTION COMPANY

AND

TEAMSTERS LOCAL NO. 348

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DEPARTMENT

EFFECTIVE
MAY 1, 2014 - APRIL 30, 2015

AGREEMENT

This Agreement is by and between the Spano Brothers Construction Company, party of the first part, and the Teamsters Local Union No. 348 of the International Brotherhood of Teamsters, party of the second part.

ARTICLE I
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 eighth day following the beginning of such employment or the effective date of this Agreement, whichever is later, become and remain members in good standing. 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 eighth day following the beginning of such employment or the effective date of this Agreement, whichever is later, become members in good standing in the Union. Failure of any employee to comply with the provisions of this Article shall, upon request of the Union, result in the termination of such employment. It is further agreed that the Union will make available to employees membership on the same terms and conditions applicable to other members.

SECTION 2: The Employer may call the Union for men when required. A non-union member may be hired, provided application for membership in the Union is made by said non-union members as provided above.

ARTICLE II
CHECK-OFF

SECTION 1: The Employer agrees to deduct union dues and the original initiation fee for any employee who voluntarily and individually authorizes the deductions. The local union covered by this Agreement will furnish to the Employer proper payroll deduction authorizations in conformity with Federal and State Laws; and upon receipt of the authorization properly signed by the employee, the Employer will make the required deductions. The deductions will be paid to the Secretary-Treasurer of the local union having proper jurisdiction of the work and the employees covered by this Agreement.

ARTICLE II
EMPLOYER RECOGNITION & RIGHTS

SECTION 1: The Employer recognizes the Union or its successor as the sole and exclusive bargaining representative of all members of said Employer.

ARTICLE XVII
HEALTH & WELFARE

The Company will contribute to the Teamsters Local No. 348 Health and Welfare Fund the sum of one thousand, three hundred and sixteen ($1,316.70) dollars and seventy cents per month according to the following schedule for each regular full-time employee who is on the active payroll each month.

Effective January 1, 2015 and each January 1st for the life of the Agreement, the Employer will absorb the cost of any contribution increases up to a 10% increase in the monthly contribution level.

The Company shall pay Health and Welfare payments for three (3) months after the month in which the employee is laid off.

The Company shall continue to pay contributions for employees for a period of three (3) months if the employee is absent because of illness or off-the-job injury. The Company shall continue to pay contributions for a period of six (6) months if the employee is absent because of an on-the-job injury.

The Company shall remit all contributions by the 10th day of each month for that month. Late contributions shall be subject to a 10% late charge.

ARTICLE XVIII
PENSION

SECTION 1: Effective May 1, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of six dollars and sixty cents ($6.60) per hour for every hour worked for each employee covered by this Agreement.

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

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

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

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

ARTICLE XIX
SUBCONTRACTING

SECTION 1: All work covered under the scope of this Agreement to be performed on the job site shall be subcontracted only to an Employer who is a party to a current, written collective bargaining agreement with the Teamsters Union. In such subcontracts, provisions shall be made to require subcontractors to adhere to the conditions of his collective bargaining agreement.

All such work assignable to employees covered under the scope of this Agreement not to be performed at the job site shall be subcontracted only to an Employer who observes the wages and benefits of overall labor cost established herein. No such work shall be subcontracted on terms that fail to require subsequent Employers to adhere to these conditions.

ARTICLE XX
PHYSICAL EXAMINATIONS

SECTION 1: Physical or other examinations required by a government body or the Employer shall be promptly complied with by all employees. The Employer shall pay for all such examinations for all regular and probationary employees. The Employer shall make the necessary appointment with Medical Examiner and shall notify the employee in sufficient time prior to the renewal of the D.O.T. physical. Upon request the employee shall be allowed a ten (10) hour rest before taking such D.O.T. physical. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, where the time spent by the employee exceeds four (4) hours, and in that case, only for those hours in excess of said four (4). Examinations are to be taken at the employee's home operations and are not to exceed one (1) in any one (1) year unless the employee has suffered serious injury or illness during the year. Employees will not be required to take examinations during their working hours.

746500-0105-00406A

AGREEMENT

Between

SPARTAN STORES, INC.
GRAND RAPIDS, MICHIGAN

And

GENERAL TEAMSTERS UNION
LOCAL NO. 406
Affiliated with the
International Brotherhood of Teamsters

October 8, 2012 – October 10, 2015

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INTRODUCTION

THIS AGREEMENT, made and entered into the 8th day of October, 2012, by and between SPARTAN STORES, INC., located at Grand Rapids, Michigan, party of the first part, and hereinafter termed the Employer, and GENERAL TEAMSTERS UNION, LOCAL NO. 406, affiliated with the International Brotherhood of Teamsters located at Grand Rapids, Michigan, 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 the employees of the Employer; and of facilitating peaceful adjustments of all grievances which may arise from time to time between the Employer and his employees, and of promotion and improving peaceful industrial and economic relations between the parties.

WITNESSETH:

ARTICLE 1
RECOGNITION AND DUES

SECTION 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this agreement and listed in Schedule "A".

SECTION 2.

a. 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 date of this Section, whichever is the later, become and remain members in good standing of the Local Union as a condition of employment.

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. This provision does not supersede ARTICLE 24, relating to maintenance, service contractors or the garage.

b. The Union agrees to indemnify the Company, and hold it harmless against any suits, claims, demands, and other liability for damages, penalty, back pay, costs, or attorneys' fees that may arise out of, or as a result of the application of Section 2 (a) of this Article.

SECTION 3.

a. The Employer agrees to deduct from the pay of each employee all dues, initiation fees, assessments, and/or service fees of Local No. 406 and pay such amount deducted to said Local No. 406 for each and every employee, provided, however,

ARTICLE 15
PAST PRACTICES

There are no understandings, agreements, or past practices which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Union until it has been put in writing and signed by both the Employer and the Union.

ARTICLE 16
HEALTH AND WELFARE AND PENSION

SECTION 1. The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund, for each employee who is covered by this Agreement and on the regular seniority list, unless otherwise specified in Schedule "A" attached, a weekly contribution not to exceed the amounts set forth below. Pre-tax employee co-pays for each year are also set forth below. Such co-pays will be paid through payroll deduction on a weekly basis.

All payments into the Welfare Fund must be made within fifteen (15) days from the end of each calendar month to the National Bank of Detroit, which bank has been made depository for the Michigan Conference of Teamsters Welfare Fund.

SOA Plan

Effective Date	Total Premium	Employer Contribution	Employee Contribution
10/10/2012	$317.85	$262.85	$55.00
03/31/2013	$342.30	80%	20%
03/30/2014	$377.10	80%	20%
03/29/2015	$399.80	80%	20%

Employees hired after October 7, 2006 will be eligible for The Key II health and welfare benefit plan after six continuous months of employment. Employees hired after 10/8/2012 as Utility Employees or 10% Drivers shall be eligible for the Key IV health and welfare benefit plan after six continuous months of employment. They will be responsible for 20% contribution of total premium, to be paid on a weekly pre-tax basis.

Key II Plan

Effective Date	Total Premium	EmployerContribution	Employee Contribution
10/10/2012	$298.75	80%	20%
03/31/2013	$320.65	80%	20%
03/30/2014	$345.20	80%	20%

03/29/2015	$362.40	80%	20%

Key IV Plan

10/10/2012	$243.20	80%	20%
03/31/2013	$260.55	80%	20%
03/30/2014	$281.05	80%	20%
03/29/2015	$293.45	80%	20%

SECTION 2. AFLAC and supplemental insurance will be made available to all bargaining unit employees at no cost to the Company via pre-tax payroll deductions.

SECTION 3. In accordance with the 1988 schedule, 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 weekly contribution as follows:

October 8, 2012	$259.00/week
October 8, 2013	$269.40/week
October 8, 2014	$280.20/week

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

Contributions to the Health and Welfare and to the Pension Fund must be made for each week on each regular employee even though such employee may work only part-time under the provision 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 Fund and/or Pension Fund. If any employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the 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 deductions from equipment rental or 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 Union shall have the right to take such actions 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.

It is agreed that the Welfare Fund and the Pension Fund will be separately administered, each jointly by the 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 the 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 4. Grocery warehouse employees hired on or after October 7, 2001, shall be covered under the Central States grocery warehouse industry graduated contribution schedule. The contribution rates for such employees shall be as follows:

1st year through 3rd year	50% of full contribution rate
4th year and thereafter	100% of full contribution rate

ARTICLE 17
PAID FOR TIME

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. The 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 18
PAY PERIOD

Effective 10/8/ 2012, all new hires will be placed on direct deposit. All employees covered by this Agreement shall be paid in full each week. Not more than seven (7) days shall be held from an employee. Pay day for second shift employees will be Thursday by 5:00 p.m. and Friday for the first shift. 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.

Errors of less than $25.00 will be corrected in the following week's check. Corrections will be indicated on the check stub.

ARTICLE 19
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 permitting charges for loss or damage to equipment under any circumstances, except malicious damage.

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CONTRACT
DEPARTMENT

COLLECTIVE BARGAINING AGREEMENT

By and Between

SPECIAL MINE SERVICES
Central City, Kentucky

and

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

Effective June 1, 2013
through
May 31, 2016

AGREEMENT

THIS AGREEMENT is made and entered into by and between ***SPECIAL MINE SERVICES,*** Central City, Kentucky (hereinafter referred to as the "Employer" or the "Company") and ***CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 215,*** Evansville, Indiana, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union").

ARTICLE 1
Witnessed

It is the intent and purpose of the parties hereto to set forth herein the basic ag eement covering the rates of pay, hours of work, and the conditions of employment to be observed by the parties hereto.

ARTICLE 2
Recognition

The Company hereby recognizes the Union as the sole and exclusive bargaining agency with respect to rates of pay, hours of work, and other conditions of employment, for all cable and delivery of cable for repair, and excluding the stockroom clerk and the clerical and supervisory employees, as defined in the Act.

ARTICLE 3
Union Security

Section 1. It is understood and agreed by and between the parties hereto that, as a condition of continued employment, all persons who are hereafter employed by the Company in the unit which is the subject of this Agreement shall become members of the Union not later than the first (1st) day following the beginning of their employment or the execution date of this Agreement, whichever is the later, that effective from and after the ninetieth (90) calendar 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 payments of the periodic dues of the Union, an 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 ninety first (91st) calendar day following the execution date of this Agreement. This probationary period of ninety (90) calendar days may be extended an additional fifteen (15) working days by mutual agreement.

Section 2. The failure of any person to become a member of the Union at such required times shall obligate the Company, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to such person on the same terms and conditions generally available to other

Any future insurance premiums will be shared: Employee 30%, Company 70%
Employee + Dependent(s) 30%, Company 70%

ARTICLE 30
Pension

The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, for each employee covered by the Agreement who has been on the payroll thirty (30) days or more, as follows:

Effective June 1, 2013 - $82.70 per week
Effective June 1, 2014 - $86.00 per week
Effective June 1, 2015 - $89.40 per week.

This fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. There shall be no other pension fund under this 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 Agreement necessary for the administration of such Fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

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

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

Notwithstanding anything herein contained, it is agreed that in the event the Company is delinquent at the end of the period in the paymen' of its contributions to the Pension Fund or Funds created under this contract, in accordance with the rules and regulations of the trustees of such funds, the employees or their representatives, after the proper official of the Local Union

shall have given seventy-two (72) hours' notice to the Company of such delinquency in the pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Company shall be responsible to the employees for losses resulting therefrom.

ARTICLE 31
New Jobs

In the event a new classification is added by the Employer during the life of this Agreement, the Union and the Employer shall negotiate a proper wage rate for same and in the event no agreement can be reached, it will be handled under the Grievance and Arbitration Procedure. Prior to the final establishment of a rate, the Employer may have work performed in the new classification but the final rate of pay shall be retroactive to the time of the addition of the new classification. The arbitrator, in setting a rate for a new job, shall take into consideration the skills and job requirements of the new job in relation to the skills and job requirements of other jobs in the plant.

ARTICLE 32
Separability and Savings Clause

Section 1. If any article or section of this contract or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those 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 of 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 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 provisions in this contract to the contrary.

ACCOUNT NO.: 7484200-0100-92A

LETTER OF UNDERSTANDING AND AGREEMENT

Effective July 1, 2005, contributions will be remitted to the Central States Pension Fund on behalf of all employees (including regular, part-time and casual) performing work covered by the collective bargaining agreement after they have been on the Company payroll for thirty (30) calendar days. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked in accordance with Fund policies.

LOCAL UNION NO. 92

[redacted]

Redacted by U.S. Department of the Treasury

Date: August 5, 2005

The [redacted]

Redacted by U.S. Department of the Treasury

By: _____

Title: _____

Date: 8/16/05

RECEIVED

AUG 25 2005

CONTRACT DEPARTMENT

COLLECTIVE BARGAINING AGREEMENT

By and Between

THE SPINDLER COMPANY

-And-

GENERAL TRUCK DRIVERS AND HELPERS UNION
Local No. 92

July 1, 2014 – June 30, 2017

RECEIVED
OCT 10 2014
CONTRACT
DEPARTMENT

Over-the-Road, City Drivers, Warehousemen and Hourly Paid Employees

THIS AGREEMENT, made and entered into by and between THE SPINDLER COMPANY, NORTH CANTON, OHIO, hereinafter referred to 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 for the purpose of promoting harmonious relationship between the Employer and the employees, the Employer and the Union agree to the following terms:

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 The term "employee," as used in this Agreement shall include Drivers, Warehousemen, Helpers and Working Foremen.

Student Driver

a. Employees on student trips shall be paid in accordance with the provisions of this Agreement.
b. In all cases, hired or leased equipment shall be operated by an employee of the certificated or permitted carrier. The Employer expressly reserves the right to control the manner, means, and details of and by which the owner-operator performs his services, as well as the ends to be accomplished.

Section 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 lessor executes a contract of transaction as herein described. In the event the Employer fails to give the notice herein required and/or fails to require the purchaser, the transferee, or the lessee to assume the obligations of this contract; the Employer shall be liable to the Union and to the employees covered for all damages sustained as a result of such failure to give notice or such failure to require assumption of the terms of this Agreement.

Overflow loads may be delivered by drivers other than the Employers employees provided all provisions of this contract are observed. Loads may also be delivered by other agreed-to methods or as presently agreed to.

ARTICLE 28 – Inspection Privileges

Authorized agents of the Union shall have access to the Employers establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining that the Agreement is being adhered to.

ARTICLE 29 – Jurisdictional Disputes

In the event that any dispute should arise between any Local Unions, parties to this Agreement, and other Union, relating to jurisdiction over employees or operations covered by this Agreement, the Employer agrees to accept and comply with the decision or settlement of the Union or Union Tribunals which have the authority to determine such dispute.

ARTICLE 30 – Pension Plan

Effective July 1, 2014, the Employer shall contribute to the CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, the sum of one hundred and forty dollars and twenty cents ($140.20) 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 the sum of one hundred and forty eight dollars and sixty cents ($148.60) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective July 1, 2016, the Employer shall contribute the sum of one hundred and fifty four dollars and fifty cents ($154.50) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

There shall be no other Pension Fund under this contract for operations 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 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 Plan during the period of absence.

There shall be no deduction from equipment rental of owner-operators by virtue of the contribution made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or 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, including weeks where work is performed for the Employer but not under the provisions of this Agreement and although contributions may be made for those weeks into some other pension fund. Employees, who work either temporarily, or in cases of emergency under the terms of this Agreement, shall not be covered by the provisions of this paragraph.

Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a monthly period in the payment of his contributions to the Pension Fund, in accordance with the rules and regulations of the Trustees of such Fund, and after the proper official of the Local Union shall have given seventy-two (72) hours notice to the Employer of such delinquency in the Pension Fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting there from.

ARTICLE 31

A helper will be provided for any trips where any material must be delivered to the basement. Also, under no conditions will a man take out over 23,000 pounds, including frozen items, without a helper. Pallet weight shall not be included in the 23,000 pound limit.

ARTICLE 32 – Funeral Leave

In the event of a death in the Family, (Father, Mother, Wife, Husband, Brother, Sister, Son, Daughter, Mother-In-Law, Father-In-Law, Step-Son, Step-Daughter, and Grandparents), a regular employee shall be entitled to a maximum of three (3) working days off, with pay, to attend the Funeral.

AGREEMENT

Between

SPIRIT HAULING, INC.

And

TEAMSTERS LOCAL UNION NO. 682, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

2012-2015

RECEIVED
JAN 11 2013
CONTRACT DEPARTMENT

AGREEMENT

This Agreement, made and entered into as of the 1st day of December, 2012 by and between SPIRIT HAUI ING, INC., 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 recognizes the Union as the exclusive collective bargaining agent of the Chauffeurs, 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 for the operation of the Employer.

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 labor group, or labor organization for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in the Union.

Section 4. This Agreement shall be binding upon the parties, their successors, administrators, executors and assigns.

ARTICLE II
REPRESENTATION

Section 1. The Union shall have one of the employees as shop steward on each shift. He shall not have authority to call any strike or work stoppages. The steward shall be the first man put to work and the last man laid off in conformity with the Arbitration Award dated March 16, 1956. The Union shall notify the Employer in writing as to who the Union shop steward is.

Section 2. The shop steward shall do work assigned to him the same as any other employee. He shall be allowed to take up grievances during working hours, and he may discuss grievances with his supervisor or the Union representative at the place of employment, during working hours without loss of pay, provided that the time thus spent be reasonable in amount.

processing, manufacturing, maintenance, inspection, efficiency, cleanliness, safety and other working conditions. It is agreed that management maintains and retains all of its managerial rights and that they are all vested solely and exclusively in the Company unless specifically contracted away by this Agreement and further that the enumeration of management's rights shall not be deemed to exclude any other management rights. Any dispute arising under this clause shall be subject to the grievance and arbitration provision set forth in this contract.

ARTICLE XIX
PENSION

Effective December 1, 2012, the Employer shall contribute to the Central States Pension Fund the sum of One Hundred Seven and 50/100 Dollars ($107.50) per week for each employee covered by this Agreement who has completed thirty (30) regular working days of employment. Effective December 1, 2013 the contribution rate shall be One Hundred Fourteen and 00/100 ($114.00) per week. Effective December 1, 2014 the contribution rate shall be One Hundred Twenty Dollars and 80/100 ($120.80) per week.

If the Central States Pension Fund adopts an hourly contribution rate during the term of this contract, the union has the option of changing to an hourly contribution rate or remaining with a weekly contribution rate; provided the hourly rate is no more costly to the Employer.

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

In the event any Employer is delinquent in payment of his contributions to the Pension Fund, the matter shall be referred to the union president, or his designated representative, representing the union, and an officer of the Company or its designated representative, representing the Company.

An attempt shall be made to adjust the matter within two (2) weeks after the union representative has advised the company representative such delinquency exists.

In the event the two representatives cannot correct the delinquency to their mutual satisfaction within the stated two (2) week period, the matter shall be referred to arbitration.

ARTICLE XX
MOONLIGHTING

Section 1. The parties have negotiated and agreed upon the provisions of this article in furtherance of their belief that work efficiency is impaired by employees moonlighting and that the safety of persons and property is in danger whenever persons undertake to work at more than one job on the same day or during the same week.

Section 2. It is therefore understood and agreed that no person shall be employed for the performance of work covered by this labor contract or continued in such employment if he has or acquires regular or part-time employment either with another Employer in any capacity or with this Employer in a type of work not covered by this Agreement.

Section 3. Consistent with the object and purposes expressed in Section I above, the parties may, by mutual agreement evidenced by a written letter or document make exceptions to the provisions of this article in specific cases considered by them to merit an exception.

ARTICLE XXI
TERMINATION OF AGREEMENT

This Agreement shall be in full force and effect for the period from December 1, 2012 through November 30, 2015. Sixty (60) days written notice prior to said expiration date shall be given by either party to the other of any desire to cancel or amend this Agreement. In the absence of such notice, this Agreement shall be automatically renewed for the period of an additional year.

IN WITNESS WHEREOF, this Agreement has been executed on the date noted in the preamble.

SPIRIT HAULING, INC.

RECEIVED
JAN 11 2013
CO
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Redacted by U.S. Department of the Treasury

12/20/12
Date

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

Redacted by U.S. Department of the Treasury

1-4-2013
Date

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CHEMMASTERS, INC.

AGREEMENT

THIS AGREEMENT, made and entered into on the date hereinafter set forth but effective as of November 30, 2011, by and between CHEMMASTERS, INC. having plants, branches, warehouses, loading docks, terminals, trucking operations, agencies or stores, or any newly acquired or constructed plants, branches, warehouses, loading docks, terminals, trucking operations, agencies or stores located in the State of Ohio, or within a radius of one hundred seventy-five miles of the County of Cuyahoga, State of Ohio, said Company being hereinafter referred to as the "Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 507, hereinafter referred to as the "Union."

ARTICLE I - OBLIGATION - RECOGNITION

1. It is mutually understood and agreed by and between the parties hereto that, except as otherwise provided herein, the hours, hourly rates of pay and working conditions hereinafter set forth shall be binding upon the parties hereto from the 30th day of November, 2011 until terminated, as hereinafter provided.

2. The Employer recognizes the Union as the exclusive bargaining agent for all employees in its plants, branches, warehouses, loading docks, terminals, trucking operations, agencies or stores, except guards, laboratory employees, office employees and supervisors, as defined by the National Labor Relations Act.

ARTICLE II - CONDITIONS OF EMPLOYMENT

1. The management of the business in all its phases and details shall remain vested in the Employer. The rights of the Employer and the employees shall be respected and the provisions of this contract for the orderly settlement of all questions regarding such rights shall be observed.

2. All present employees of the Employer shall, as a condition of continued employment, be members of the Union on the thirty-first day following the date of this Agreement and thereafter shall continue membership in good standing in the Union by the tender of periodic dues, initiation fee, and assessments uniformly required as a condition of acquiring or retaining membership in the Union.

3. It is agreed that all new employees of the Employer as a condition of continued employment shall be members of the Union on the thirty-first day following the beginning of their employment and thereafter shall continue membership in good standing in the Union by the tender of periodic dues, initiation fee and assessments uniformly required as a condition of acquiring or retaining membership in the Union.

4. In accordance with individual check-off authorizations, the Employer shall deduct from employees' earnings, Union membership dues, including initiation fee and assessments uniformly required which are payable by such employees and shall remit the amount so deducted to the Union not later than the tenth day of each month.

5. Within five (5) days of notification by the Union that an employee is in default in the payment of his or her dues, or initiation fees, the Company shall be required to discharge said employee and said request must be complied with.

6. The Union shall establish a hiring hall, which shall be upon the premises of the Union Headquarters. The Union shall be the only source of applicants for the furnishing of the type of labor covered by this Agreement, but the Employer shall retain the right to refer applicants for employment to the Union hiring hall, and any applicant referred by the Employer shall be given preference over all other applicants. Selection of applicants by the Union for referral to the Employer to jobs shall be upon a nondiscriminatory basis, and shall not be based on or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements. The Employer shall retain the right to reject any job applicant referred to it by the Union and shall retain the right to hire employees not initially referred by the Union, but such newly hired employees must be referred through the hiring hall before performing any work. The Employer and the Union shall post in places where notices to employees and applicants for employment are usually posted, all provisions relating to the functioning of the hiring arrangements, including the safeguards essential to the legality of the exclusive hiring agreement.

7. In accordance with individual authorizations the Employer shall deduct once each year from the employees' earnings five dollars ($5.00) and remit the amount so deducted to the Ohio D.R.I.V.E.

8. If an employee wants a savings deduction made each week, then in accordance with individual authorizations, the Employer shall deduct from the employees' earnings such amounts as the employee shall designate each week and remit the amount so deducted to the Ohio Teamsters Credit Union each month.

9. In the event of moving of the Company's plants, branches, warehouses, loading docks, terminals, trucking operations, agencies or store operations to a new location within a one hundred seventy-five (175) mile radius of the present location, the present members would have the first opportunity to be employed at the new location with no loss of seniority and benefits. Employees so transferred will relocate at their own expense.

ARTICLE III - WORK HOURS AND OVERTIME

1. Eight (8) hours pay hereby guaranteed to any employee who reports for work on any given day and forty (40) hours pay hereby guaranteed to any employee who reports for work on his first scheduled work day in any given week. Four (4) hours pay is hereby guaranteed to any employee who reports for work on Saturday or six (6) hours pay on Sunday. Each employee shall be allowed a fifteen (15) minute break for physical relief during the first half of his shift and a further fifteen (15) minute break for physical relief during the second half of the shift. Wash-up time of five (5) minutes before lunch break and five (5) minutes before the shift ends.

2. All work performed over and above eight (8) hours in any one day or forty (40) hours in any one week shall be considered overtime, and shall be paid for at the rate of time and one-half the regular hourly rate. Such overtime shall be computed on whatever total overtime hours are the greater for the week, whether it be on a daily or weekly basis, but not on both.

3. All shifts shall have a specified starting time and any work performed prior to the regular starting hours of the shift shall be considered overtime and shall be paid for at the rate of time and one-half the hourly rate.

4. An employee called into work ahead of his regular schedule shall also work his regular shift unless irregular starting times are compelled by normal business conditions.

5. Weekly schedule of employees' working hours shall be posted not later than the previous Thursday for the following week and maintained.

6. An employee called to work outside of his shift will be provided with a minimum of four (4) hours work or pay in lieu of work, such pay to start from the hour the employee is required to report for work.

7. Overtime in the various departments shall be equally divided among the employees of the respective departments as equally as possible, per shift and classification. The overtime records shall be available for inspection at the request of the Union at any time. Any work to be done on overtime will be done by employees who do the same jobs on regular time on a seniority basis. Overtime shall be divided as equally as possible, provided that employees with greater seniority shall be offered the first overtime with any subsequent overtime to be offered to employees next on the seniority list. When the seniority list shall have been exhausted, the cycle will be repeated with the highest seniority employees to get the first overtime of the succeeding cycle. A refusal by any employee shall constitute a forfeiture of his turn at overtime.

8. The work week shall be Monday through Friday. Employees shall be paid each week on a day set by the Employer.

9. Each employee who is required to work six (6) consecutive days shall be paid at the rate of time and one-half his regular straight time hourly rate of pay for all hours worked on such sixth day.

10. Each employee who is required to work seven (7) consecutive days shall be paid at the rate of twice his regular straight time hourly rate of pay for all hours worked on such seventh day.

11. Each employee who is required to work on Saturday shall be paid at the rate of time and one-half his regular straight time hourly rate of pay for all hours worked on such Saturday.

12. Each employee who is required to work on Sundays or Holidays shall be paid at the rate of twice his regular straight time hourly rate of pay for all hours worked on such Sundays or Holidays, plus 8 hours pay for the Holiday.

13. No employee shall be required to work more than eight (8) hours in any one day if he notifies his supervisor during his first six (6) hours of work.

14. Reasonable trip expenses shall be furnished to all drivers including meals and motel, provided that the employee furnishes the Employer with bona fide receipts.

the conduct of its agents or members unless said conduct is specifically authorized or subsequently ratified by official action of the governing body of the Union, however, any employee who participates in any unlawful strike, slowdown or other stoppage of work is subject to immediate discharge without recourse to the grievance procedure.

2. The Union agrees, however, that if any of its agents or members shall cause a strike, slowdown or other interruption or stoppage of work which is unauthorized and not subsequently ratified by the governing body of the Union, it will, within twenty-four (24) hours after written request of the Employer, cause to be posted on the bulletin board of the Employer's shop, a notice declaring that the strike, slowdown or stoppage or other interruption of work is not an authorized act of the Union, and shall call upon those of its members participating therein to resume work as usual.

3. Nothing in this Agreement shall make unlawful, or a breach thereof, for members of the Union employed by the Employer to refuse to work on or produce products which are or will be supplied to any other company's branch or plant where a labor dispute exists between that plant and its employees.

4. It shall not be a violation of this contract if any employee or employees refuse to go through a picket line authorized by Teamsters Joint Council No. 41.

ARTICLE XVI - HEALTH AND WELFARE FUND

Effective November 30, 2011, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of two hundred four dollars ($204.00) per employee per week for any week or part thereof for which said employee receives pay effective from the first day of employment. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments are to be made on or before the 10th of the following month.

Effective November 30, 2012, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of two hundred four dollars ($204.00) per employee per week for any week or part thereof for which said employee receives pay effective from the first day of employment. However, the contribution rate may be increased to more than two hundred four dollars ($204.00) per week to provide for a maintenance of benefits ("MOB"), which shall be determined by the Fund actuary, based upon the claims experience of the Fund plus administrative costs, less turnover income and investment income with the resulting difference being not less than two hundred four dollars ($204.00) nor more than two hundred twenty dollars ($220.00) per employee per week. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments are to be made on or before the 10th of the following month.

Effective November 30, 2013, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of two hundred four dollars ($204.00) per employee per week for any week or part thereof for which said employee receives pay effective from the first day of employment. However, the contribution rate may be increased to more than two hundred four dollars ($204.00) per week to provide for a maintenance of benefits ("MOB"), which shall be determined by the Fund actuary, based upon the claims experience of the Fund plus administrative costs, less turnover income and investment income with the resulting difference being not less than two hundred four dollars ($204.00) nor more than two hundred thirty-eight dollars ($238.00) per employee per week. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments are to be made on or before the 10th of the following month.

Effective November 30, 2014, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of two hundred four dollars ($204.00) per employee per week for any week or part thereof for which said employee receives pay effective from the first day of employment. However, the contribution rate may be increased to more than two hundred four dollars ($204.00) per week to provide for a maintenance of benefits ("MOB"), which shall be determined by the Fund actuary, based upon the claims experience of the Fund plus administrative costs, less turnover income and investment income with the resulting difference being not less than two hundred four dollars ($204.00) nor more than two hundred fifty-five dollars ($255.00) per employee per week. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments are to be made on or before the 10th of the following month. Not in limitation of any other remedy by the Union or the Trustees of the Fund, the Union shall be free to strike, if the Employer fails to make the required contributions to the Fund within thirty (30) days after the date required by the Trustees. THE EMPLOYER hereby agrees to become a party to the Agreement and Declaration of Trust establishing the Cleveland Bakers and Teamsters Health and Welfare Fund and agrees to be bound by all the terms and provisions of said Agreement and Declaration of Trust.

It is understood and agreed that the said Agreement and Declaration of Trust and said Health and Welfare Fund and its Rules and Regulations shall comply with all applicable laws and that the Health and Welfare Fund referred to herein shall be such as will qualify for approval by the Internal Revenue Service of the U.S. Treasury Department so as to permit the Employer an income tax deduction for the contributions paid hereunder.

The Employer must promptly notify the Health and Welfare Fund of any change in an employee's employment status due to discharge, lay-off, personal leave of absence, absence due to accident or illness, or reduction from full-time (scheduled to work at least five 8-hour days per week with a minimum of 40 hours per week) to part time status. If the Employer fails to comply with this notice requirement, the Employer shall be responsible for the greater of the following amounts: the cost of unpaid weekly contributions or, the cost of any or all medical and surgical benefits paid out by the Fund on behalf of non eligible employees when such payments are made due to the Employer's failure to comply with this notice requirement.

ARTICLE XVII - PENSION FUND

Effective November 30, 2011, 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, who has been employed for thirty (30) days or more and is on the regular seniority list. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Effective November 30, 2012, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred thirty-two dollars and thirty cents ($132.30) per week for each employee, who has been employed for thirty (30) days or more and is on the regular seniority list. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Effective November 30, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred thirty-seven dollars and sixty cents ($137.60) per week for each employee, who has been employed for thirty (30) days or more and is on the regular seniority list. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Effective November 30, 2014, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of one hundred forty-three dollars and ten cents ($143.10) per week for each employee, who has been employed for thirty (30) days or more and is on the regular seniority list. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being

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

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

Payments to the Fund shall be made on or before the 10th of the month following the month for which payments are being made. The number of weeks included in any monthly payment will be determined by the number of Saturdays in the month in question. Checks covering the contributions shall be made payable to Account 7000, American National Bank, and sent to P.O. Box 1431, Chicago, Illinois 60690.

This Fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND. The Union and the Employer agrees to be bound by and hereby assent to all of the terms of the Trust Agreement creating said CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreements and rules adopted. Their signatures to this Collective Bargaining Agreement shall be deemed sufficient to signify their assent to and willingness to be bound by the terms of said Trust Agreement as fully as though they and each of them had indicated their assent to and executed said Trust Agreement.

The Employer hereby accepts as Employer Trustees, the present Employer Trustees appointed under said Trust Agreement and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement of Trust and such other documents or papers as may be necessary to effectuate said Welfare and Pension Programs and the purposes announced therein.

ARTICLE XVIII - CER FUND

Effective November 30, 2011, the Employer shall pay to the Teamsters Local Union No. 507 Charitable, Educational and Recreational Fund (referred to herein as the "CER Fund") for each employee covered under the applicable Collective Bargaining Agreement the sum of seven dollars ($7.00) per employee per week for any week or part thereof, for which said employee receives pay effective the first day of employment, as required under the provisions of the Collective Bargaining Agreement. Contributions shall continue for six (6) months in the case of illness and six (6) months in the case of accidents, including industrial accidents, and during any leave taken by the employee under the provisions of The Family and Medical Leave Act. Payments to the Local 507 CER Fund shall be made on or before the 10th of the month.

Effective November 30, 2014, the Employer shall pay to the Teamsters Local Union No. 507 Charitable, Educational and Recreational Fund (referred to herein as the "CER Fund") for each employee covered under the applicable Collective Bargaining Agreement the sum of eight dollars ($8.00) per employee per week for any week or part thereof, for which said employee receives pay effective the first day of employment, as required under the provisions of the Collective Bargaining Agreement. Contributions shall continue for six (6) months in the case of illness and six (6) months in the case of accidents, including industrial accidents, and during any leave taken by the employee under the provisions of The Family and Medical Leave Act. Payments to the Local 507 CER Fund shall be made on or before the 10th of the month.

Said payments to the CER Fund shall be used for charitable contributions on behalf of the industry; educational benefits to union members, including training and apprenticeship programs to promote experienced employees for the industry in the job classifications covered in this Agreement and all other Collective Bargaining Agreements of Local 507; and for recreational purposes for union members and their families and retirees and their families.

The expenditures of the CER Fund shall be managed by the Trustees of the CER Fund. The employers will be represented by no less than three (3) Trustees and the Union will be represented by no less than three (3) Trustees. The undersigned Employer agrees to become a party to the Agreement and Declaration of Trust of the CER Fund and further agrees to be bound by all of the terms and provisions of the Agreement and Declaration of Trust and the Rules and Regulations to be established by the Trustees of the CER Fund.

It is understood and agreed that the CER Fund Agreement and Declaration of Trust and the CER Fund Rules and Regulations will comply with all applicable laws and that the CER Fund has qualified for approval by the Internal Revenue Service so as to permit the undersigned Employer an income tax deduction for the contributions paid hereunder.

ARTICLE XIX - CONSTITUTIONALITY OF AGREEMENT

1. If any clause, sentence, paragraph or part of this Agreement shall for any reason be determined by a proper judicial authority to be invalid, such determination shall not affect, impair or invalidate the remainder hereof, but shall be confined in its operation to the clause, sentence, paragraph or parts thereof directly involved in the controversy in which such determination shall have been made.

2. The provisions of this Agreement are hereby declared to be separable and if a court of last resort determines any provision to be in conflict with applicable law, such decision shall not affect the validity or the effectiveness of the remainder of the Agreement, and in such case the parties shall meet within seven (7) days to renegotiate an agreement on the invalidated provision.

3. Any wage and benefit increases set forth in this Agreement which are restricted in any way by law shall be instituted at the earliest date permitted by law to the maximum extent permissible by law. Furthermore, if during the term of this Agreement legislation is enacted which has the effect of preventing or limiting the institution of any wage increases required under this Agreement and/or the payment of any Health and Welfare contributions and/or Pension contributions required under this Agreement, the parties shall meet within seven (7) days to renegotiate a lawful alternative to the invalidated wage increases and/or Health and Welfare and/or Pension contributions.

4. If any proposal submitted by the Union, if granted, may not be put into effect because of applicable legislation, Executive Orders or Regulations dealing with Wage and Price Stabilization, then such proposals, or any part thereof, including any retroactive requirement thereof, shall become effective at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this Agreement and any extension thereof.

ARTICLE XX - SEVERANCE PAY

1. It is agreed that each employee who is displaced from his employment by reason of plant closing shall be compensated for such displacement provided he has been actively employed by the "Employer" for a period of at least one (1) year. An eligible employee's compensation for his displacement shall be on the basis of forty (40) hours of severance pay (at his straight time hourly rate of pay) for each year of employment.

2. The above described Severance Pay will not be paid to: any employee who is offered and accepts equivalent employment with the Company at the same location or with the Company at any location.

3. In the event an eligible employee wishes to remain on the plant seniority list for the purpose of possible recall, he may elect to defer acceptance of his severance pay for a period of twelve (12) months. At any time during such period, however, he may request his Severance Pay and his seniority shall terminate as of that date. If such employee has not been recalled by the end of such period, he shall be paid his Severance Pay and his seniority shall terminate as of that date.

ARTICLE XXI - PARTIES

This Agreement shall be binding upon the Employer, its successors and assigns, upon his heirs, executors, administrators, personal representatives and assigns. In the event the Employer sells, assigns or otherwise transfers the business of the Company whether by sale of stock or assets or otherwise, during the term of this Agreement, the prospective purchaser shall be informed of this Agreement and the sale made contingent upon his or its agreeing to accept or be bound by its terms. Should Company sell all or a major portion of its assets, effect a consoridation, merger, reorganization or perform any other act which would tend to alter, change or amend Company's present business format, status or entity, it shall do so subject to the continued existence of this Agreement and shall in any such transaction bind such new Company entity to this Agreement (and any other auxiliary agreements arising therefrom including but not limited to Health and Welfare and Pension Fund Agreements and Declaration of Trusts) as though it were the original Company signator thereto. Company shall forthwith give to Union written notice thereof, designating therein such new Company entity and giving to Union any other pertinent information so as to enable Union to continue, without interruption, its labor relations with such new Company entity.

ARTICLE XXII - DURATION, MODIFICATION AND TERMINATION

This Agreement shall be and remain in full force and effect from November 30, 2011, until November 30, 2015, inclusive, and thereafter from year to year, provided that this Agreement will

terminate at the expiration of the initial term or any renewal term if either party gives written notice to the other of its desire for termination at least sixty (60) days before such expiration date; and provided that if this Agreement is not so terminated and neither party gives written notice to the other of
its desire to change or modify this Agreement at least sixty (60) days before any such expiration date, then this Agreement shall remain in full force and effect after such expiration date until a new Agreement (the terms of which shall be retroactive to such expiration date) has been negotiated and signed or until either party gives the other seven (7) days written notice of termination, and provided further that no termination of this Agreement shall affect the duration of the obligations of the parties concerning payment for employee health and welfare benefits, pensions,
dues and assessments.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands at Cleveland, Ohio, the 21st day of November, 2011.

TEAMSTERS LOCAL UNION NO. 507

BY

BY

Redacted by U.S. Department of the Treasury

CHEMMASTERS, INC.

Redacted by U.S. Department of the Treasury

BY:

11/09/11

DEC 06 2011

CONTRACT DEPARTMENT

2014 – 2017

A G R E E M E N T

between

SPRINGFIELD READY-MIX COMPANY

and

TEAMSTERS LOCAL UNION NO. 245

RECEIVED
AUG 25 2014
CONTRACT DEPARTMENT

2014 - 2017

AGREEMENT

between

SPRINGFIELD READY-MIX COMPANY

and

TEAMSTERS LOCAL UNION NO. 245
Affiliated With the
International Brotherhood of Teamsters

RECEIVED
AUG 25 2014
CONTRACT DEPARTMENT

This Agreement, made this 1st day of May 2014, by and between SPRINGFIELD READY-MIX COMPANY, a corporation, of Springfield, Missouri, which operates a ready-mix concrete 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".

WITNESSETH:

ARTICLE I: PURPOSE

Section 1: The purpose of this Agreement is to regulate the mutual relations of the Company and the Union in its ready-mix operation, with a view of securing harmonious cooperation between the Company and its ready-mix truck drivers and mechanical employees; avoiding disputes, strikes, and lockouts; avoiding delays and expenses, so as to secure as much continuous employment for the employees as possible in order that stable conditions may prevail for the Company and in order that costs may be held as low as possible, consistent with fair wages and fair conditions of employment.

ARTICLE II: DECLARATION OF PRINCIPLES

Section 1: The parties to this Agreement believe that an agreement arrived at by means of collective bargaining will further the interests of the Company, and they agree to use their best effort to bring about such action and further believe that such an Agreement should contain the following principles:

ARTICLE XII: PENSION PLAN

Effective May 1, 2012, and contributing thereafter during this Agreement, the Company shall contribute to the Central States Southeast and Southwest Areas Pension Fund the following sums each week for each employee covered by this Agreement set forth in the schedule of contributions contained in the Participation Agreement which is made a part hereof and also set forth herein as follows: Effective May 1, 2014; $274.00 per week; May 1, 2015; $290.40 per week; May 1, 2016; $302.00 subject however to the following conditions:

(a). No contribution shall be required for the first thirty (30) days of employment.

(b). In any work week where an employee performs less than sixteen (16) hours of actual work, no contribution shall be required, except for purposes of this subsection, paid vacation hours shall be considered "hours of actual work".

The Company agrees to tender a legal defense to the Union in any resulting litigation brought by a bargaining unit employee charging a breach of the duty of fair representation by the Union or a breach of statutory fiduciary duties toward said employee by either the Union or the Trustees of the Pension Fund, and to hold same harmless from any resulting liability legally established against the Union which results from the Company and the Union negotiating this subparagraph of the Agreement and the Company making payments to the Pension Fund in accordance with these payment procedures.

Should this subparagraph of the Agreement be declared illegal by a decree of a Court of competent jurisdiction, or by legislation, or by decision of any authorized governmental agency, the parties shall meet as soon thereafter as possible and negotiate on a replacement clause and on any other adjustment thereby required.

(c). After the first thirty (30) days of employment, contributions to the Pension Fund must be made for each week on each regular or extra employee 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 subparagraph.

(d). Actions for delinquent contributions may be instituted by the Local Union, the Area Conference, or the Trustees. Employers who are delinquent must also pay all litigation costs, including reasonable attorney fees.

(e). Remittances of pension contributions shall be made at the end of each calendar

month for all of the work weeks for which contributions are due contained in the preceding calendar month. Should any Company be in default of its payments provided above and the same are not made within twenty (20) calendar days following the end of the calendar month in which the work was performed, and such Company has been notified by certified letter, return receipt requested, concerning the delinquency of payments due, and the delinquent Company does not comply with the request for payment within seventy-two (72) hours after receipt of such letter, the Union shall thereafter have the right to strike and picket such delinquent Company, and that Company only, without being in violation of the No-Strike/No-Lockout provisions of this Agreement.

ARTICLE XIII: HIRING HALL

Section 1: The Company agrees that prior to hiring a new driver, it will first call the Union and give the Union the opportunity to refer qualified mixer drivers for employment consideration. The Company shall be the sole judge of the employee's qualifications in deciding whether he is acceptable for referral or hire. The Company shall have the right to accept or reject any applicant so referred for employment. If the Union has no mixer driver for referral with experience in the industry, possessing the skills and qualifications required by the Company, the Company can then hire from any source available. If the Company cannot then find a qualified mixer driver and must hire and train a driver with no previous mixing experience, it will first give the Union an opportunity to refer an inexperienced mixer driver for employment consideration, with the Company having the same right to judge qualifications and the same right of rejection as are stated above.

ARTICLE XIV: CHECKOFF

Section 1 - Deduction: The Company, where so authorized and directed by an individual employee in writing, upon the authorization and direction form furnished by the Union, will deduct Local Union dues and initiation fees from the wages of such employee and remit the same to the Union where the authorization and direction form is permanently filed with the Company. No deduction shall be made which is prohibited by applicable law.

AGREEMENT

BETWEEN

TEAMSTERS "GENERAL" LOCAL UNION NO. 200

AND

Sprinkmann Sons Corporation

July 1, 2015 to June 30, 2018

This Agreement is entered into between Sprinkmann Sons Corporation, hereinafter referred to as the "Employer," and Teamsters "General" Local Union No. 200, hereinafter referred to as the "Union."

Both parties are desirous of preventing strikes and lockouts and maintaining a uniform minimum scale of wages, working hours and conditions among the members of the Union and concerns, individuals and corporations hiring and employing truck drivers and to facilitate a peaceful adjustment of all grievances and disputes which may arise from time to time between the Employer and his individual employees in the occupation above described, the following conditions are set forth:

ARTICLE 1

RECOGNITION

Section 1. The Employer agrees to recognize the Union as the sole and exclusive bargaining agent in the matter of wages, hours and working conditions for all truck drivers employed by the Employer in their Milwaukee office operation.

ARTICLE 2

UNION SECURITY AND CHECKOFF

Section 1. For the duration of this Agreement, membership in the Union (as defined by the Labor-Management Law) shall be required as a condition of continued employment of all employees having thirty (30) or more days of continuous service. No provision of section 1 of this article shall apply to the extent prohibited by existing state law.

Section 2. This clause shall be inoperative until such time as the requisite provisions of the Taft-Hartley Act are complied with.

Section 3. In employing new help, the Employer may call upon the Union for such replacements as are needed or may employ replacements directly, and the Employer shall be the sole judge of the qualifications of the applicant secured in either manner.

Section 4. The Employer agrees to deduct from the employees' pay all dues, initiation fees, reinstatement fees, and/or uniform assessments of the Union and agrees to remit to the Union all such deductions; provided, however, that the Union presents to the Employer written and signed deduction slips for such dues, initiation fees, reinstatement fees, and/or uniform assessments. No deduction shall be made which is prohibited by applicable law. Checkoff will only be put in effect when 100% of the employees involved sign deduction authorizations. The Employer will not be responsible for any deductions specified above if the employee terminates his employment.

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ARTICLE 12

PENSION

Section 1. Effective July 1, 2015, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred-Forty-Nine Dollars and Thirty Cents ($149.30) for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective July 1, 2016, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred-Fifty-Five Dollars and Thirty Cents ($155.30) for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective July 1, 2017, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of One Hundred-Sixty-One Dollars and Fifty Cents ($161.50) for each employee covered by this Agreement who has been on the payroll thirty (30) days or more.

ARTICLE 13

SENIORITY

Section 1. The accepted rules of seniority shall apply in layoffs, the last man hired shall be the first man laid off, and in rehiring, the last man laid off shall be the first rehired; and in no case shall any new help be hired unless all persons laid off are reinstated if they have not secured permanent employment elsewhere.

Section 2. Employees filling higher positions for temporary service shall receive the rate applying to such higher-rated position for the entire time they occupy that position. If any employee is temporarily transferred to a position paying a smaller wage, his wage shall not be reduced. To provide additional employment it is understood that the drivers may be employed in and about the warehouse and in truck maintenance at such time as their services are not required on trucks.

ARTICLE 14

SETTLEMENT OF DISPUTES

Section 1. When any difference or dispute arises involving the interpretation or application of the terms of this Agreement which cannot be agreed upon and adjusted by and between the parties hereto, said parties may submit the same to arbitration. When arbitration

International Brotherhood of Teamsters
Standard Forwarding LLC
Supplement

to the
National Master Freight Agreement,
Central States Over-the-Road and
Central States Area Local Cartage

With

Locals 120, 160, 200, 238, 279, 325, 364, 371, 710

RECEIVED
MAY 25 2010
CONTRACT
DEPARTMENT

March 6, 2010 – March 5, 2015

STANDARD FORWARDING LLC
SUPPLEMENT
03-06-2010 TO 03-05-2015

National Master Freight Agreement, Central States Over-the-Road and Central States Area Local Cartage, along with this supplement covers all present terminals of Standard Forwarding LLC including Locals 238, 120, 200, 371, 325, 364, 279, 710 and 160 including union clerical employees at Waterloo, Iowa and Dubuque Iowa (specific union clerical classifications include: OS&D Clerk, General Office Clerk, Tracing Clerk, Billing Clerk and Filing Clerk). Corporate office: 2925 Morton Drive, East Moline, IL.

Any item not covered by this Supplement, the National Master Freight Agreement, Central States Over-the-Road and Central States Local Cartage Supplements will apply. If applicable, this Supplement will supersede any other agreement.

This Supplement does not apply to Local 371 Office or Local 371 Mechanics.

I. HOURLY RATES	**ALL PRESENT EMPLOYEES**
A. Effective upon Sale Closing Date	
Drivers and Dock Workers	$17.89
Mileage	$.4366
Office Clerical	$17.87
B. Effective 03-06-11	
Drivers and Dock Workers	$18.14
Mileage	$.4427
Office Clerical	$18.12
C. Effective 03-06-12	
Drivers and Dock Workers	$18.39
Mileage	$.4488
Office Clerical	$18.37
D. Effective 03-06-13	
Drivers and Dock Workers	$18.69
Mileage	$.4561
Office Clerical	$18.67
E. Effective 03-06-14	
Drivers and Dock Workers	$19.04
Mileage	$.4646
Office Clerical	$19.02

F. New Hire Formula

1. CDL qualified drivers

The following language shall remain inactive for the term of this Agreement:

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

VI. ARTICLE 61-WORKDAY & WORKWEEK

The following language form the National Master Freight Agreement and Central States Area Local Cartage Supplemental Agreement, Article 61, Section 2, shall remain inactive for the term of this Agreement:

"Forced overtime shall be announced at least one (1) hour before the end of the shift."

VII. VACATIONS

Vacations paid under the following schedule:

One year employment:	One week
Two years or more:	Two weeks
Nine years or more:	Three weeks
Fifteen years or more:	Four weeks
Twenty years or more:	Five weeks
Thirty years or more:	Six weeks

Full pay shall mean forty (40) hours of straight-time pay. There shall be no forfeiture of any vacation entitlement which was fully earned and accrued prior to March 6, 2010, except that the rate paid will be forty (40) hours of straight-time pay. Vacations will be selected on a terminal-by-terminal basis, by seniority. A minimum of twelve percent (12%) of the total number of the active employees in each location shall be permitted to go on vacation on any one (1) day as provided in N.M.F.A. Two (2) weeks of vacation may be taken one (1) day at a time, per N.M.F.A. One (1) week shall be defined as five (5) segments for both Road and City. The Employer will send an annual report to employee's home verifying vacation accrued.

VIII. HOLIDAYS

All regular employees shall receive eight (8) hours pay for each of the following holidays not worked:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day and Christmas Day

IX. HEALTH & WELFARE AND PENSION

The Employer agrees to pay Plan M-9 (including R-4 retiree coverage) contributions to the Central States Health and Welfare Fund for the full term of this Agreement. Local 200

contributions will be made to the Wisconsin Health Fund and Local 710 contributions will be made to the IBT Union Local 710 Health and Welfare Fund for the full term of this Agreement. Health and Welfare rates established by the fund(s) Trustees are as follows:

Effective 03-06-10 Central States	$254.20/week
Effective 03-06-10 WI Health Fund	$263.70/week
Effective 03-06-10 Local 710	$252.70/week

Subsequent annual Health & Welfare increases for maintenance of benefits will be paid by the Employer for the life of this Agreement. Any required contribution increases by the Wisconsin Health Fund or the IBT Union Local 710 Health and Welfare fund shall be the same as is determined by the Fund Trustees to be chargeable to all other freight carriers contributing to the Funds during that period. Any contribution increases required by the Central States Health and Welfare Fund to maintain benefits shall be at the published Plan M-9 rates as determined by the Trustees.

The Employer agrees to make contributions to the Wisconsin Health Fund as set forth in this Agreement, including maintenance of benefits for the life of the Agreement; provided that wages otherwise payable to employees in the Wisconsin Health Fund will be reduced by $9.50 per week for the life of the Agreement. The Employer will make full health & welfare contributions to the Wisconsin Health Fund. The Employer will not make contributions to the Wisconsin Health Fund separate from its employees.

In the event the Wisconsin Health Fund participant is on medical leave, FMLA or workers compensation or for any other reason is not receiving a paycheck from the Employer and the Employer is obligated to contribute on behalf of the employee to the Wisconsin Health Fund, the Employer will attempt to collect co-payments that are due, on a monthly basis. If those attempts are unsuccessful, the Employer reserves the right to deduct all past due co-payments from the participant's wages (including light duty wages) upon his/her return to work.

The Employer agrees to pay Class 16 Pension contributions to the Central States Southeast and Southwest Pension Fund on behalf of all individuals covered by this agreement for the period of this Agreement. Pension rates established by the fund Trustees are as follows:

Effective 03-06-10	$22.50 (Daily)

The rate is subject to the 8%/6%/4% annual contribution rate increases included in the Fund's Rehabilitation Plan.

X. OTHER

A. Provide City/Road Combination bids at all terminals. The number of City/Road Combination bids will be based on 35% of Road bids at each terminal. (See attached table for computation and application of 35%.) Formula for rate of pay for City/Road Combination bids and Day Road bids will be as follows: City/Road Combination Drivers will be paid hourly for all time spent in the City and normal hourly rate plus overtime if applicable or mileage pay, whichever, is greater, for all time spent on the road.

ADDENDUM

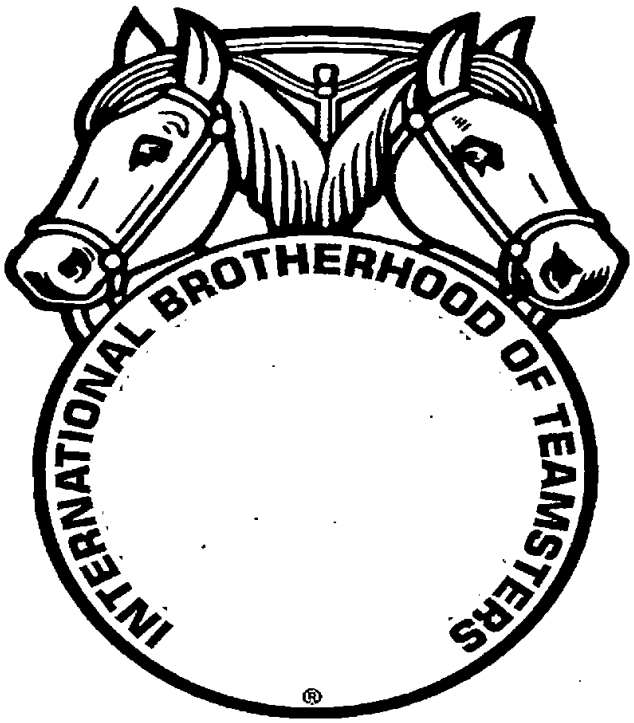
NATIONAL MASTER TANK HAUL AGREEMENT

BETWEEN

STANG SALES & SERVICE

AND

GENERAL TEAMSTERS



LOCAL UNION NO. 406

RECEIVED
MAY 27 2015
CONTRACT DEPARTMENT

EFFECTIVE

NOVEMBER 15, 2014

THROUGH

NOVEMBER 14, 2017

By: Teamsters Local 406/Escanaba

ADDENDUM

This Addendum shall be attached to and become a part of the National Master Tank Haul Agreement referred to above. If any Article or paragraph of the Addendum conflicts with the above mentioned Tank Haul Agreement, that Article or paragraph shall supersede the terms and conditions as set forth in the Tank Haul Agreement.

ARTICLE 2
Union Shop and Dues

Section 2.2

Change to read as follows:

A new employee will serve a one (1) year probationary period.

ARTICLE 5
Seniority

Section 5.1 – Seniority Principle

Change to provide that seniority shall be broken by more than a two (2) year layoff.

ARTICLE 35
Paid-For-Time

Section 35.2 – Call-In-Time

Change to read as follows:

Employees 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. If not put to work, employees shall be guaranteed four (4) hours pay at straight time pay. If put to work, employees shall receive six (6) hours work or pay equivalent thereto. This guarantee shall be for regularly scheduled shifts. Weekends, nights, and holiday call-ins will be guaranteed a minimum of two (2) hours pay.

ARTICLE 36
Wages and Work Week

Section 36.1 – Wages, Negotiation of Riders and Approval of Addendums

Change to read as follows:

CLASSIFICATION	RATES OF PAY		
	+ $.50/HR 11/15/14	+ $.50/HR 11/15/15	+ $.50/HR 11/15/16
Working Foreman	$19.20	$19.70	$20.20
Mechanic - available for off duty call outs	$17.60	$18.10	$18.60
Mechanic Helper	$14.37	$14.87	$15.37
Utility Man	$13.55	$14.05	$14.55
Fueler	$12.90	$13.40	$13.90

Change the fourth paragraph to read as follows:

If 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 Health & Welfare and Pension Funds during the period of absence.

ARTICLE 41
Pensions

Change first five paragraphs to read as follows:

The Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund, the following contributions per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Employees working temporarily or in cases of emergency shall not be covered by the provisions of this paragraph.

Pension Plan 17b

EFFECTIVE DATE	CONTRIBUTION RATE
November 15, 2014	$208.80/week
November 15, 2015	$217.20/week
November 15, 2016	$225.90/week
November 15, 2017	$234.90/week
November 15, 2018	$244.30/week

Change the eighth paragraph to read as follows:

If 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 Health & Welfare and Pension Funds during the period of absence.

ARTICLE 44
Funeral Leave

Add the following to paragraph one:

The compensable day or days must fall within the employee's regularly scheduled work week.

Change #2 to read as follows:

2. Pay for the compensable funeral leave shall be for ten and one quarter (10-1/4) hours at the straight time hourly rate.

RECEIVED

JAN 02 2015

CONTRACT
DEPARTMENT

AGREEMENT

Between

STAR TRUCK RENTALS, INC.

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA, LOCAL 406

November 1, 2014 - November 1, 2017

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AGREEMENT

THIS AGREEMENT, dated November 1, 2014, by and between STAR TRUCK RENTALS, INC., located at Grand Rapids, Michigan, party of the first part and hereinafter termed the Company, and LOCAL UNION NO. 406 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, 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 Company; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Company and its employees; and of promoting and improving peaceful industrial and economic relations between the parties;

WITNESSETH:

ARTICLE 1

RECOGNITION, UNION SHOP AND DUES

Section 1. The Company recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Company of those classifications of employees covered by this Agreement and listed in Schedule "A" with respect to its Grand Rapids, Michigan, garage and any garage established in Kent County, Michigan, or within 20 miles from the Grand Rapids Post Office. The foregoing area shall be known as the Grand Rapids area for the purpose of this Agreement. This section does not apply, however, to a Company facility that is dedicated to a particular customer, and the Company is not prohibited from having work done for that customer at such facility; provided, however, that work will not be removed from the bargaining unit. Substitute rental vehicles may be serviced at such dedicated facility; additional rental vehicles for that customer will be serviced at a bargaining unit facility.

Section 2. Unless such a condition is prohibited by federal or state law, 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 sixtieth (60th) day following the beginning of their employment or on and after the sixtieth (60th) day following the effective date on this Section, whichever is later, become and remain members in good standing of the Local Union as a condition of employment, unless such a condition is prohibited by federal or state law.

ARTICLE 25

HEALTH AND WELFARE AND PENSION

The Company agrees to provide, through Company self-funding or insurance, health, life, sickness & accident, long-term disability, short-term disability with a weekly benefit and vision and dental care benefits in accordance with Schedule "C." Such benefits will be provided for each full-time employee who is covered by this Agreement and on the regular seniority list, unless otherwise specified in Schedule "A" attached.

The Company agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund the following amounts per week for each full-time employee covered by the Collective Bargaining Agreement who is on the regular seniority list, unless otherwise specified in Schedule "A" attached: $42.04.

All payments into the Central States, Southeast and Southwest Areas Pension Fund must be made within fifteen (15) days from the end of each calendar month to the Mellon Bank, Central States Funds, Department 10291, Palatine, Illinois 60055-0291.

Contributions to the Pension Fund must be made for each week on each regular full-time employee even though such employee may work only part-time under the provisions of this contract, including paid vacations and weeks where work is performed for the Company but not under the provisions of this contract, and although contributions may be made for those weeks into some other Pension Fund.

If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required contributions to the Pension Fund and 401(k) fund and to provide benefit coverage per Schedule C, for a period of three (3) months. If an employee is injured on the job, the Company shall continue to pay the required pension and 401(k) contributions and provide benefit coverage per Schedule C until such employee returns to work, however, such contributions and coverage shall not be provided for a period of more than six (6) months (COBRA rights will be provided as required by law). For any other leave of absence (except as provided in Article 23) or layoff, pension and 401(k) contributions and benefit coverage per Appendix C will end as of the day of departure (COBRA rights will be provided as required by law).

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 for health and welfare benefits and to make contributions to the Pension 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 Pension Fund in accordance with the rules and regulations of the Trustees of such Fund or in the payment of any applicable health and welfare premiums and after the proper official of the Local Union shall have given seventy-two (72) hours' notice to the Company of such delinquency in

the Pension Fund payments or any applicable health and welfare premiums, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Company shall be responsible to the employees for losses resulting therefrom.

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

By the execution of this Agreement, the Company authorizes the 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 the Pension 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.

The Company agrees to pay into the Star Truck Rentals, Inc. Bargaining Unit Retirement 401(k) Plan the amount of $33.50 per week for each full-time employee covered by the Collective Bargaining Agreement who is on the regular seniority list, unless otherwise specified in Schedule "A" attached.

In addition, starting with the plan year beginning November 1, 2005, for each employee who makes a voluntary contribution to the plan of up to 6% of such employee's wages for the plan year, and who is employed by the Company as of November 1, 2008 or has worked in the Company's service for a minimum of one (1) year, the Company will contribute an additional amount to the plan for such employee, equal to at least 25% of the amount of the voluntary contributions for the plan year up to 6% of wages. (Example - the match percentage is limited to 6% of wages voluntarily contributed; if an employee contributed 7% of wages voluntarily, the Company match contribution would still be 25% of 6%.) The plan includes a loan provision.

ARTICLE 26

RETIREES' HEALTH BENEFITS

The employees of the Company listed on Schedule "D" to this Agreement shall be eligible for retiree's health benefits as of the date he becomes a retired employee if he: (a) was employed by the Company at his date of retirement, (b) has attained age 62 as of date of retirement or, in the event of a change in law regarding eligibility for Medicare coverage, such age as of the date of retirement is at least 62 or, if the age for Medicare eligibility is changed to greater than 65, the employee's age as of the date of retirement is three (3) years or less before legal age of eligibility for Medicare, (c) has been an employee of the Company for a minimum of twelve (12) years, (d) has not become eligible for coverage under the Health Insurance for the Aged Act (Medicare), and (e) is insurable at the time of retirement for the benefits listed below

ADDENDUM TO THE
APRIL 1, 2013 – MARCH 31, 2018
CENTRAL STATES IRON AND STEEL
AND
TRUCKLOAD SUPPLEMENT
STEEL TRANSPORT, INC.

APRIL 1, 2013 – MARCH 31, 2018

The Company will agree to sign the Central States Area Iron and Steel and Truckload Agreement covering the period April 1, 2013 through March 31, 2018.

ARTICLE 54 – Wages

Effective April 1, 2013 and for the term of the Agreement, the Company shall pay the premiums for all drivers and owner-drivers in Central States Pension Plan and C-6 Central States Health and Welfare Plan Benefits, subject to deductions, all as described below under Article 60 and Article 61.

All drivers will be paid the following:

Effective April 1, 2013	26.0% of the gross revenue
Effective April 1, 2014	26.0% of the gross revenue
Effective April 1, 2015	26.0% of the gross revenue
Effective April 1, 2016	26.0% of the gross revenue
Effective April 1, 2017	26.0% of the gross revenue

The Company shall pay holiday and vacation pay pursuant to Article 57 and Article 58.

All drivers effective April 1, 2003 and thereafter for the term of this Agreement, after the first $100,000 of gross revenue, the percentage will be increased by two and one half (2.5%) percent paid weekly until the end of each calendar year. Calendar year is defined January 1st to December 31st. All owner-drivers shall also be paid equipment rental, pursuant to separate written lease agreements at the rate of 36% per tractor and 13% per trailer of gross revenue.

ARTICLE 60 – Health and Welfare Benefits

Effective March 31, 2013 contribution rate shall be $309.70 per week

Effective March 30, 2014 contribution rate shall not exceed $340.70 per week

Effective March 29, 2015 contribution rate shall not exceed $374.80 per week

Effective April 1, 2016, the Employer agrees to an increase up to $40.00 per week per employee.

Effective April 1, 2017, the Employer agrees to an increase up to $40.00 per week per employee.

ARTICLE 61 – Pension Plan

Effective April 1, 2013 contribution rate shall be $278.80 per week
Effective April 1, 2014 contribution rate shall be $295.50 per week
Effective April 1, 2015 contribution rate shall be $313.20 per week
Effective April 1, 2016 contribution rate shall be $325.70 per week
Effective April 1, 2017 contribution rate shall be $338.70 per week

ARTICLE 60 AND 61 Deductions

Effective April 1, 2013 the Company will deduct the sum of fifty four ($54.00) dollars per week from the truck and trailer rental check for each week worked. This is for Health and Welfare and Pension increases.

Effective April 1, 2014 the Company will deduct the sum of fifty four ($54.00) dollars per week from the truck and trailer rental check for each week worked. This is for Health and Welfare and Pension increases.

Effective April 1, 2015 the Company will deduct the sum of fifty four ($54.00) dollars per week from the truck and trailer rental check for each week worked. This is for Health and Welfare and Pension increases.

Effective April 1, 2016 the Company will deduct the sum of fifty four ($54.00) dollars per week from the truck and trailer rental check for each week worked. This is for Health and Welfare and Pension increases.

Effective April 1, 2017 the Company will deduct the sum of fifty four ($54.00) dollars per week from the truck and trailer rental check for each week worked. This is for Health and Welfare and Pension increases.

ORIGINAL

COLLECTIVE BARGAINING AGREEMENT

Between

STEFFY HOME FURNISHINGS, INC.

and

TEAMSTERS, AUTOMOTIVE, PETROLEUM AND ALLIED TRADES
Local Union No. 50

affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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DEPARTMENT

July 1, 2013 through June 30, 2015

AGREEMENT

THIS AGREEMENT is entered into by and between STEFFY HOME FURNISHINGS, INC. of Mt. Vernon, Illinois or its successors, hereinafter referred to as the "Company" , Party of the First Part, and TEAMSTERS, AUTOMOTIVE, PETROLEUM AND ALLIED TRADES, LOCAL UNION NO. 50, Belleville, Illinois, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, or its successors, Party of the Second Part, hereinafter referred to as the "Union", for the purpose of establishing rates observed between the parties hereto.

ARTICLE I - RECOGNITION CLAUSE

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 at the Company's location in Mt. Vernon, Illinois.

Section 2. The term "Employee" as used in this Agreement shall include chauffeurs, Warehousemen and Helpers and Receiving and Shipping Clerks who are in the employ of the Company for sixty (60) consecutive days. The Company may, in its discretion, direct, in writing, that the probationary period of any employee be extended an additional thirty (30) days, up to and including ninety (90) days. Prior to the completion of the trial period, probationary Employees are not covered by the terms and conditions of this Agreement.

Section 3. The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby, unless, it be through duly authorized representatives of the Union.

ARTICLE XIX - PENSION PLAN

Section 1. Effective July 1, 2011, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund for eligible participants in the bargaining unit the sum of Forty Dollars and Twenty Cents ($40.20) per week for each full-time employee covered by this Agreement who has been on the payroll thirty (30) days or more.

Effective July 1, 2012, the sum shall increase to Forty-two Dollars and Twenty Cents ($42.20) per week for the remainder of the contract term.

Section 2. 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.

Section 3. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 4. There shall be no deduction from equipment rental of owner-operator by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

Section 5. Contributions to the Pension Fund must be made for each week on each regular employee, 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 paragraph.

ARTICLE XX - HEALTH & WELFARE (PLAN 554)

Section 1. Effective July 1, 2012, the Company shall contribute to the Midwestern Teamsters Health and Welfare Fund the sum of Two hundred Dollars ($200.00) 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, 2013, the Company shall contribute to the Midwestern Teamsters Health and Welfare Fund the sum of Two hundred Twenty-five Dollars ($225.00) per week per employee.

Effective July 1, 2013 the Company shall contribute to the Midwestern Teamsters Health and Welfare Fund the sum of Two hundred Forty-five Dollars ($245.00) per week per employee.

Effective July 1, 2014 the Company shall contribute to the Midwestern Teamsters Health and Welfare Fund the sum of Two hundred Seventy Dollars ($270.00) per week per employee.

Section 2. If an Employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. 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.

STEIN CONSTRUCTION CO.
ACCOUNT NO.: 7594300-0204-519-A

LETTER OF UNDERSTANDING AND AGREEMENT

The Employer agrees that the following 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 or less, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

May 1, 2010	$107.00 per week
May 1, 2011	$115.60 per week
July 1, 2011	$3.30 per hour
January 1 2012	$3.60 per hour
January 1, 2013	Same as TVA

The Employer agrees that the following contributions will be remitted to the Central States Health and Welfare 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 or less, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

~~_____, 2011~~	~~$4.66 per hour~~
January 1, 2012	$4.95 per hour
January 1, 2013	Same as TVA

STEI[redacted]

By: [redacted]

Title: [redacted]

Date: March 1 2012

[redacted]

B[redacted]

Ti[redacted]

Date: March 1, 2012

ARTICLES OF AGREEMENT
WITH
TEAMSTERS UNION LOCAL #519
OF THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Made May 1, 2011, expiring April 30, 2012.
Between
STEIN CONSTRUCTION CO., INC.
And
Teamsters Local Union 519

Article 1: Agreement

This Agreement is made and entered into by Stein Construction Company, Inc. and Teamsters Local Union No. 519, an affiliate of the International Brotherhood of Teamsters.

Article 2: Jurisdiction

This organization claims for its jurisdiction the driving of all power driven equipment used for the purpose of transporting all materials, men, tools, equipment, ice, water, fuels, etc., that are used on construction work, warehousemen and helpers, truck drivers and helpers, truck dispatchers, gas station attendants, greasers, washers and the repair when working on equipment coming under the Teamsters' jurisdiction, truck foremen and general foremen.

Article 3: Jurisdictional Disputes

Section 1.

If a jurisdictional dispute arises, the Union agrees that such dispute shall first be submitted to the Local Business Agents of the crafts involved for settlement, and if no understanding of agreement is reached within forth-eight (48) hours, it will be referred to the International Union involved for settlement. If no agreement is reached on this level, within five (5) days, the parties to the dispute may extend the period of settlement to another fixed date, mutually agreed upon, and if settlement is not effected by such date, the dispute shall be submitted to arbitration as set forth in the grievance procedure of this Agreement. Pending such settlement, the craft performing the work at the time the dispute arises will continue in such capacity until settlement is reached as above provided, it being agreed that there shall be no stoppage or abandonment of work in regard to any jurisdictional dispute. Existing International jurisdictional agreements shall be respected by both parties.

Section 2.

Teamsters Local Union No. 519 will cause no work stoppage due to jurisdictional dispute.

Article 4: Territory

It is hereby understood that Teamsters Local Union No. 519 has been granted jurisdiction by the International Brotherhood of Teamsters over all the following territories.

- From Chattanooga, Tennessee halfway to Nashville, Tennessee: Hamilton, Marion, Grundy, Sequatchie, Coffee, Franklin, Bledsoe and Van Buren counties;
- From Chattanooga, Tennessee halfway to Sheffield, Alabama: Jackson County;

Failure of the Employer of the Union to meet or to adhere to a decision of the Dispute Resolution Committee shall void Article 27 (No Strike/No Lockout) and either party is permitted economic recourse.

Article 30: Federal Regulations

Section 1.
If any section should be found that conflicts with law or executive regulations and is declared inoperative, the Union and the Employer shall meet immediately and negotiate a new section to conform with such law.

Section2.
If the contractor enters into a contract which specifies a definite wage in compliance with the requirements of any Federal law, executive order, or regulation, and if such wages are different from the wages specified in this Agreement, then the wages in this Agreement shall not be in effect during the effective period of such law, executive order, or regulation.

Article 31: Pension

Effective July 1, 2011, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of three dollars and 30 cents ($3.30) per hour for each employee covered by this Agreement.

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

By the execution of this Agreement, 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.

The Employer will make available to the Job Steward copies of all Pension Remittance reports.

If an employee is granted a leave of absence, the Employer may, at the employee's written request, 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.

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 a the minimum rate or more, and regardless of the manner of computation of owner-driver compensation .

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 health and welfare and pension contributions may be instituted by the Local Union, the Area Conference of the Trustees. Employers who are delinquent must also pay all attorney's fees and costs of collections.

Article 32: Leave of Absence

Section 1. Time Off for Union Activities

The Employer agrees to grant the necessary 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) hour notice is given to the Employer by the Union. The leave shall be ninety (90) days renewed by mutual agreement. The Union agrees that in making its request for time off for Union activities, due consideration will be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

Section 2. Personal Leave

Any employee desiring a leave of absence from his employment shall secure written permission from both the Union and Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for extensions must be secured from both the Union and Employer. Failure to comply with this provision shall result in the complete loss of seniority rights of the employees involved. Any employees using a leave of absence as a subterfuge shall forfeit his seniority rights and job. An employee shall not accept employment elsewhere during this leave of absence unless mutually agreed upon between the Employer and the Union. Inability to work because of proven sickness or injury while on duty shall not result in the loss of seniority rights.

Section 3. Military Leave

Employees enlisting or entering the military service of the United States, pursuant to provisions of the Selective Service Act of 1948, shall be granted all rights and privileges provided by the Act.

Article 33: Non-Discrimination

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 individual's race, color, religion, sex, non-disqualifying mental or physical

STEIN CONSTRUCTION CO.

ACCOUNT NO. 7594300-0204-00519A

LETTER OF UNDERSTANDING AND AGREEMENT

The parties agree to extend, through December 31, 2016, the current Collective Bargaining Agreement (CBA) dated May 1, 2011 through April 30, 2012, and as previously extended through December 31, 2013 by the Letter of Understanding dated March 1, 2012.

The Employer agrees that the following contributions will be remitted to Central States Pension Fund on behalf of any employee covered by the CBA after the employee has been on the Employer's payroll for thirty (30) calendar days or less, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

January 1, 2014	$4.20/hour
January 1, 2015	Same as TVA
January 1, 2016	Same as TVA

The Employer agrees that the following contributions will be remitted to the Central States Health and Welfare Fund on behalf of any employee covered by the CBA after the employee has been on the Employer's payroll for thirty (30) calendar days or less, regardless of probationary or seniority status. Contributions will be remitted for all compensated periods, including paid vacations, paid holidays, and actual time worked.

January 1, 2014	$6.01/hour
January 1, 2015	Same as TVA
January 1, 2016	Same as TVA

STEIN CONSTRUCTION CO.

By: [redacted]

Title: [redacted]

Date: July 2 2014

Redacted by U.S. Department of the Treasury

TEAMSTERS LOCAL UNION NO 519

By: [redacted]

Tit[redacted]

Date: 10/6/2014

Redacted by U.S. Department of the Treasury

AGREEMENT

BETWEEN

SHAW/STEWART LUMBER COMPANY

AND

TEAMSTERS LOCAL UNION 120
Affiliated with the International Brotherhood of Teamsters

April 22, 2014 - June 30, 2018

RECEIVED

JUN 30 2014

CONTRACT
DEPARTMENT

WORKING AGREEMENT

SHAW ACQUISITION CORPORATION, D/B/A SHAW/STEWART LUMBER COMPANY, ("Company") and **TEAMSTERS LOCAL UNION 120,** ("Union") agree to be bound by the following terms and provisions covering wages and working conditions.

ARTICLE 1.
UNION RECOGNITION

Section 1. The Union is the sole representative of the classifications of employees employed at Shaw/Stewart Lumber Company, 645 Johnson Street, N.E., Minneapolis, Minnesota 55413 who are covered by this Agreement.

ARTICLE 2.
UNION SHOP

Section 1. All bargaining unit employees must become members of the Union after the completion of their probationary period or the signing of this Agreement, whichever is later. The Company agrees that all unit employees will, as a condition of employment, become and remain members in good standing of the local union. Employees who pay the local union's initiation fees (if any) and dues relating to the Union's representational function will be deemed to have satisfied the membership in good standing obligation.

ARTICLE 3.
CHECK-OFF

Section 1. The Company will deduct the standard monthly Union dues, applied uniformly to all employees, from the first regular pay of each month for the current month if the employee voluntarily signs an authorization statement furnished by the Company. Any such signed authorization will continue in effect for the balance of the contract year. Such monies collected will be remitted to the Financial Secretary of the Union.

Section 2. 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

ARTICLE 22.
MILITARY LEAVE

Section 1. Employees enlisting or entering the military of the United States will be granted all rights and privileges provided by applicable law.

ARTICLE 23.
UNION LEAVE

Section 1. The Company 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. However, not more than one (1) employee may be off for this reason at the same time.

ARTICLE 24.
HEALTH INSURANCE

Section 1. The Company will provide the Company group health plan for all eligible, full-time employees. Any changes to the plan, including changes to employee contribution rates, will be announced periodically. Full details of the health insurance plan are outlined in the Company insurance booklets.

Section 2. Regular full-time employees will be eligible for enrollment in these plans on the first day of the month following completion of their probationary period.

Section 3. The Company will pay its portion of the insurance premium for any employee with at least three (3) years of seniority absent because of illness or injury according to the following schedule - one (1) month for each year of seniority up to a maximum of six (6) months.

Section 4. The Company agrees to calculate a single composite premium rate for members of the bargaining unit.

ARTICLE 25.
PENSION

Section 1. Effective the first payroll period after April 22, 2014, the Company shall contribute to the Central States Southeast and Southwest Area Pension Fund, Hybrid Plan, the sum of one hundred and thirty-eight dollars and nine cents ($138.09) per week.

AGREEMENT BETWEEN

STRESCORE, INC.

AND

TEAMSTERS LOCAL UNION NO. 364

For the period covering 05-15-2013 through 05 14-2016

RECEIVED
JUN 24 2013
CONTRACT DEPARTMENT

ARTICLES OF AGREEMENT
STRESCORE, INC.
05-15-2013 through 05-14-2016

STRESCORE, INC., hereinafter referred to as the Employer, and LOCAL UNION NO. 364, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the following terms and provisions covering wages and working conditions.

ARTICLE 1
RECOGNITION, UNION SHOP AND CHECK-OFF

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

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

Section 3. The Employer agrees that as a condition of continued employment all present and future employees covered by this Agreement shall become and remain members in good standing in Local Union No. 364, affiliated with the International Brotherhood of Teamsters, no later than either the 31st day following the beginning of their employment or the 31st day following the effective date of this clause, whichever is the later.

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

Section 5. If during the life of this Agreement State law prohibits a Union Shop, then the following Agency Clause shall apply to the extent permissible under the applicable State law.

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

b. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received 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 of the Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has

ARTICLE 20
CALL-IN PAY

Any employee covered by this Agreement who reports or is called for duty shall receive a minimum of two (2) hours' pay unless notified not to report for duty before his release from duty the previous day worked. Employees put to work shall receive a minimum of four (4) hours' pay.

ARTICLE 21
HEALTH AND WELFARE

Section 1. Effective May 12, 2013, the Employer shall contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund the sum of Two Hundred Eighty-Eight Dollars ($288.00) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective May 11, 2014, the Employer contribution to the Fund shall be increased to an amount not to exceed Three Hundred Sixteen Dollars and Eighty Cents ($316.80) per week for each employee. Effective May 17, 2015, the Employer contribution to the Fund shall be increased to an amount not to exceed Three Hundred Forty-Eight Dollars and Fifty Cents ($348.50) per week for each employee. (Plan C4)

There shall be a Five Dollar ($5.00) per week pre-tax co-pay for each employee for health and welfare for the duration of the Agreement. If the health and welfare contribution is less than the not-to-exceed amount, the difference will be put into the employee's hourly wage.

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 one (1) year. 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 an employee wants to continue coverage.

ARTICLE 22
PENSION

Section 1. Effective May 15, 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 Agreemet who has been on the payroll thirty (30) days or more. Effective May 15, 2014, the Employer shall contribute to the Fund the sum of One Hundred Forty-Three Dollars and Ten Cents ($143.10) per week. Effective May 15, 2015, the Employer shall contribute to the Fund One Hundred Forty-Eight Dollars and Eighty Cents ($148.80) 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 one (1) year. 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 if an employee wants to continue coverage.

ARTICLE 23
GRIEVANCE PROCEDURE

Section 1. The employees shall select three (3) representatives, two (2) of whom shall be employees of the Employer and to be known as the Bargaining or Grievance Committee. The duty of the Committee shall be to represent the members on all matters of grievances and complaints of members generally or upon matters pertaining to construction, interpretation or application of any Articles of this Agreement, or upon any differences which are not specifically covered by this Agreement.

Section 2. Employees shall present their grievance or complaint to the general superintendent and he shall give his decision within twenty-four (24) hours.

Section 3. In the event the grievance or complaint is not satisfactorily decided, the Committee shall apply to the Employer representatives for a meeting and a hearing upon such issues, which meeting shall be granted within forty-eight (48) hours.

Section 4. In the event such meeting does not result in satisfactory adjustment of such matter, it shall be referred to representatives of Local Union No. 364 and one (1) member of the Committee and representatives of the executives of the Employer; not to exceed three (3) members from each group. Said representatives of the Committee, Local Union No. 364, and the Employer shall meet within five (5) days after such notice of such reference is given by either party hereto. In the event a decision is reached by them, it will be binding upon all parties hereto.

Section 5. Joint Grievance Committee: There shall be a Joint Grievance Committee ("JGC") comprised of two (2) Union representatives to be appointed on a case-by-case basis by the Union and two (2) Company representatives to be appointed on a case-by case basis by the Company. No person shall participate as a JGC member in any case in which such person is a witness, served as a representative of any party in the grievance process, or has any personal interest in the matter. The JGC shall meet to hear grievances that have not been resolved in the above steps of the Grievance Procedure. The JGC shall have the power and authority to make a final and binding decision with respect to any matter properly brought before it, but has no power to alter the Agreement or, except when requested by both parties, to add to the provisions of this Agreement.

Hearings before the JGC shall be held between the hours of 9:00 a.m. and 12:00 noon on any weekday at the Company's facilities, or at such other time, day and location established by the JGC. The Company shall make its presentation first to the JGC in discharge and suspension cases, and the Union shall present first in all other cases, but the JGC may alter such procedures and make rules of procedure to ensure a fair hearing to all parties. The JGC shall render its decisions in writing in cases involving suspensions of five (5) days or longer and involving discharges, and either party may request a written decision or a bench decision in any other case.

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, its 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

SUNBELT RENTALS, INC.
St. Charles, Missouri

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL UNION NO. 682

Effective June 1, 2012 to May 31, 2017

RECEIVED

JUN 20 2012

CONTRACT
DEPARTMENT

AGREEMENT

This Agreement is made by and between Sunbelt Rentals, located in St. Charles County, Missouri, "Employer", and Teamsters Local Union No. 682, affiliated with the International Brotherhood of Teamsters, "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 employer hereby recognizes, the Union as the sole and exclusive collective bargaining representative for the purposes of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment of all bargaining unit employees employed by the Employer at its facility located at 1300 Charlestown Industrial Drive, St. Charles, Missouri 63303. The bargaining unit shall include those employees who are full-time, regular driver employees employed at the St. Charles, MO, facility but excluding secretarial and clerical employees, salesmen, counter personnel, professional employees, mechanics, shop foreperson or lead mechanic, and yard personnel, guards and supervisors as defined in the National Labor Relations Act.

Section 2: The Employer will neither negotiate nor make collective bargaining agreements for any of its Employees in the bargaining unit covered hereby unless it be through the duly authorized representatives of the Union.

Section 3: Notwithstanding any other provision of this Agreement, individuals employed by the Employer in the classification of yard personnel, shall not be included in the collective bargaining unit represented by the Union and recognized by the Employer, and no provision of this Agreement shall cover or have any application to such employees.

The duties assigned to yard personnel may, without limitation, include any of the following functions related to trucks and other automotive equipment of the Employer normally driven by Employees covered hereunder, and such functions may be performed by yard personnel without interference or jurisdictional claim from the Union:

- Full inspections, including function tests and visual inspections.
- Routine preventive maintenance, such as, but not limited to, oil change, lubrication, replacement of spark plugs and filters, recharge and replacement of batteries.
- Replacement of decals and minor parts, painting.
- Loading and unloading of trucks and trailers, handling, sorting, movement and storage of cargo.
- Operation and movement of vehicles as required for maintenance and inspection and to reposition or park.

ARTICLE 22.
HEALTH AND WELFARE

During the term of this Agreement, Employer shall continue in effect its Health Care Plan, including medical, dental and vision benefits, described in the Sunbelt Summary Plan description, for regular, full-time employee, who shall be eligible ninety (90) days following the date of hire as a regular, full-time employees. Employer shall pay up to $25 per week of the employee share amount in addition to the amount currently paid by Employer for health care premiums. Existing employees and the next two new hires or any employees hired in 2008, whichever is later, will be bumped up one seniority level for premium purposes only. The $25 payment by Sunbelt towards the employee's premium payment is eliminated.

ARTICLE 23.
RETIREMENT PLAN

Weekly pension contributions shall be paid to the Central States, Southeast and Southwest Area Pension Fund, ("Fund") for each Employee covered by this Agreement who has been on Employer's payroll for thirty (30) days or more and has received any compensation, other than holiday pay, from Employer for the week in question.

Effective June 1, 2012, the Employer agrees to contribute the sum of One Hundred Seven Dollars and Fifty Cents ($107.50) per week for each employee covered by this Agreement for any week such employee works. A weekly payroll deduction in the amount of Six Dollars and Ten Cents ($6.10) will be made from the covered employee's paycheck, or such other amount as may be necessary to make the required contribution over and above the Employer's share that totals One Hundred One Dollar and Forty Cents ($101.40).

Effective June 1, 2013, the Employer agrees to contribute the sum of One Hundred Eleven Dollars and Eighty Cents ($111.80) per week for each employee covered by this Agreement for any week such employee works. A weekly payroll deduction in the amount of Ten Dollars and Forty Cents ($10.40) will be made from the covered employee's paycheck, or such other amount as may be necessary to make the required contribution over and above the Employer's share that totals One Hundred One Dollar and Forty Cents ($101.40).

Effective June 1, 2014, the Employer agrees to contribute the sum of One Hundred Sixteen Dollars and Thirty Cents ($116.30) per week for each employee covered by this Agreement for any week such employee works. A weekly payroll deduction in the amount of Fourteen Dollars and Ninety Cents ($14.90) will be made from the covered employee's paycheck, or such other amount as may be necessary to make the required contribution over and above the Employer's share that totals One Hundred One Dollar and Forty Cents ($101.40).

Effective June 1, 2015, the Employer agrees to contribute the sum of One Hundred Twenty-One Dollars ($121.00) per week for each employee covered by this Agreement for any week such employee works. A weekly payroll deduction in the amount of Nineteen Dollars and Sixty Cents ($19.60) will be made from the covered employee's paycheck, or such other amount as may be necessary to make the required contribution over and above the Employer's share that totals One Hundred One Dollar and Forty Cents ($101.40).

Effective June 1, 2016, the Employer agrees to contribute the sum of One Hundred Twenty-Five Dollars and Eighty Cents ($125.80) per week for each employee covered by this Agreement for any week such employee works. A weekly payroll deduction in the amount of Twenty-Four Dollars and Forty Cents ($24.40) will be made from the covered employee's paycheck, or such other amount as may be necessary to make the required contribution over and above the Employer's share that totals One Hundred One Dollar and Forty Cents ($101.40).

ARTICLE 24.
FUNERAL LEAVE

In the event there is a death in the immediate family of an employee that requires absence from work, such employee shall be granted up to three (3) days off without loss of pay for the regularly scheduled working days on which employee would have worked but for employee's absence to attend the funeral. The immediate family shall include spouse, mother, father, child, brother, sister, step-mother, step-father, and step-children, mother-in-law, father-in-law, grandparents and grandchild. The Employer may require proof of the relationship, death, and the employee's attendance at the funeral.

ARTICLE 25.
STRIKES AND LOCKOUTS

Section 1: The Union and the employees it represents will not engage in any strike, slowdown, concerted refusal to work, or picketing at the Employer's facilities during the term of this Agreement and the Employer will not engage in any lockout during the term of this Agreement.

Section 2: It is further mutually agreed that the local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice, which notice will list the Union's authorized representatives who will deal with the Employer, make commitments for the Union generally, and, in particular, have the sole authority to act for the Union in calling or instituting strikes or any stoppage of work. It is further agreed that in all cases of an unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of an unauthorized stoppage of work mentioned above. It is specifically understood and agreed that the Employer, during the first twenty-four (24) hours of such unauthorized stoppage of work, shall have the sole and complete right of reasonable discipline, short of discharge, and such employees shall not be entitled to or have any recourse to any other provision of this Agreement. After the first twenty-four (24) hour period of such stoppage, if such stoppage continues, the Employer shall have the sole and complete right to immediately discharge any employee participating in any unauthorized strike, slowdown, walkout or any other cessation of work and such employee shall not be entitled to nor have any recourse to any other provision of this Agreement. If such notice is given more than once a year to the same employee, the employee shall be subject to immediate discharge.

MADISON AREA REDI-MIX AGREEMENT

BETWEEN

SUN PRAIRIE CONCRETE INC.

AND

TEAMSTERS UNION LOCAL NO. 695

FOR THE PERIOD
APRIL 1, 2011 THROUGH MARCH 31, 2017

RECEIVED
AUG 04 2014
CONTRACT
DEPARTMENT

AGREEMENT

MASTHEAD

THIS AGREEMENT, made and entered into this first day of April, 2011, by and between SUN PRAIRIE CONCRETE, INC. hereinafter referred to as the "EMPLOYER," and the 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 1 - 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 exclusive representative of all truck drivers, warehousemen, yardmen, and helpers and others represented by this Union and employed by the Employer. This Agreement shall not include or provide coverage for office, clerical, dispatch, quality control, sales, administrative employees and supervisors, as defined by law or those employees under the jurisdiction of the IUOE.

Section 3. 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 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 as of such time as it may be made and become effective under the provisions of the Wisconsin Employment Relations Act, but not retroactively.

Section 4. The Employer agrees to deduct monthly from the wages of each employee covered by this Agreement, upon signed authorization therefore, such employee's Union dues, consisting of initiation fees, monthly fees and uniform assessments owing to the Union

period of six (6) months or until the employee is released to return to work, whichever occurs first.

Section 4. It is further agreed that in the event the Employer becomes delinquent in his 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.

Section 5. It is agreed that the Employer, at his sole expense, may place into effect some other health and welfare plan, provided the benefits of such plan are identical or greater than the Central States Southeast and Southwest Areas Health and Welfare Fund C6 plan and said replacement plan is approved by the Union through member ratification only.

ARTICLE 19 - PENSION

Section 1. The Employer shall contribute the following weekly rates to the Central States Southeast and Southwest Areas Pension Fund on each employee covered by this Agreement who has been on the payroll thirty (30) days or more for Class 18:

4/01/11	4/01/12	4/01/13	4/01/14	4/01/15	4/01/16
$225.80	$243.90	$258.50	$274.00	$290.40	$302.00

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. The Union and Employer agree and understand that the Company's obligation for pension contributions toward the Union-sponsored plan is limited to the actual amounts of contributions made during the contract term in accordance with the contract. The Union and Employer further agree and understand that neither the Company nor any of the Company's agents have or will participate in determination of any benefits under the Plan, and that neither the Company nor any of its agents have or will have any direct or indirect participation in any actions of the Board administering the plan.

Section 4. 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 5. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for the week of absence and one (1) additional week. 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 if so elected by the affected employee.

Section 6. Contributions to the pension fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this Contract.

ARTICLE 20 - INDIVIDUAL AGREEMENT

Section 1. The parties hereto agree not to enter into any other verbal or written agreement with its employees which conflict with the terms and provisions of this Agreement.

ARTICLE 21 - MEAL PERIOD

If employees are given a lunch break, it shall be for a maximum of one-half (1/2) hour. This one-half (1/2) hour shall be between the hours of 11:00 a.m. and 1:00 p.m. but shall not start after 12:30 p.m.

ARTICLE 22 - TERMINATION

Section 1. This Agreement shall be effective the first day of April, 2011, and shall continue to be in force until March 31, 2017. If change is desired by a party to this Agreement a written notification shall be given at least sixty (60) days before the expiration date, otherwise this Agreement shall be effective for another year.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 23rd day of July, 2014.

SIGNATORY EMPLOYER

Redacted by U.S. Department of the Treasury

TEAMSTERS UNION LOCAL NO. 695

Redacted by U.S. Department of the Treasury

ED

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DEPARTMENT

37.8.901

SUNSET AUTO COMPANY, INC.

ADDENDUM TO STANDARD AUTOMOTIVE AGREEMENT

APPROVED BY:

ST. LOUIS AUTO DEALERS ASSOCIATION SIGNATORY GROUP

AND

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

2012 - 2017

RECEIVED

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CONTRACT DEPARTMENT

This Addendum has been prepared to grandfather terms contained within the 2007 – 2012 Collective Bargaining Agreement between **SUNSET AUTO COMPANY, INC.** and Local 618.

Sections 1.3(a) and (b), 3.1(c), 3.1(e), 3.4(d), 11.1, 11.2, 11A.1, 11A.2, 15.1, 18.2(26), 21.1, and 21.2 of the attached Standard Automotive Agreement are deleted and are replaced by the same numbered Sections to follow.

Sections 21.4 and 21.5 are modified as noted below.

Section 23.3A (Sections 23.3 of the 2007 – 2012 Sunset Auto Company, Inc. contract) is inserted, as noted below.

****

Section 1.3. New Employees and Reemployment.

(a) The Company shall give preference when hiring employees to their former employees in order of actual bargaining unit seniority who have had at least ninety (90) days' employment within a twelve (12) month period immediately preceding and who have been laid off for a period not to exceed six (6) months insofar as is consistent with the efficient operation of the shop.

(b) In case of the job opening to be filled from outside the unit, the Union may have the right and privilege to refer to the Company its members, and the Company shall have the right of selection or rejection of such members based on the same selection or rejection principles in effect for the applicants for employment not members of the Union. The Company agrees to notify the Union when additional replacement of temporary employees are needed.

****

Section 3.1.

(c) **Layoff and Recall.** The principle of bargaining-unit seniority shall govern the reduction of the workforce and the recall of employees in any classification when employees are relatively equal in their skill and ability to perform the work available within their classification with reasonable efficiency without additional training. There shall be no upgrading in classifications or wage rate as a result of a layoff or recall. Employees will be permitted to bump employees in lower-rated classifications when they have greater seniority and relatively equal skill and ability to perform the available work in that classification with reasonable efficiency without additional training and either:

(1) The employee is bumping from a higher classification (for example, Classification D) into a lower classification (for example, Classification E) in order to do substantially the same job duties he or she was doing in the higher-rated classification; or

ADDENDUM TO THE 2012-2017 STANDARD AUTOMOTIVE AGREEMENT
between
AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES EMPLOYEES UNION, LOCAL 618
and
SUNTRUP AUTO INVESTMENTS, INC.
(SUNTRUP FORD-KIRKWOOD)

All terms and conditions of the Standard Automotive Agreement will be followed except as described in this Addendum.

1. Amend **Article 4, Section 4.2** to provide the following:

"The Employer has the option of implementing the Day after Thanksgiving provision for part or for all of the Parts Department, with any mandatory shifts on the Day after Thanksgiving to be selected by seniority in each classification designated to work. Any employees so required to work shall be provided a Personal Day in exchange for working the holiday."

2. Amend the third sentence of **Article 6, Section 6.4** to provide the following:

"Except as otherwise extended by the Employer and the Union in writing, all grievances, including suspensions, layoffs and discharges, must be filed in writing with the Employer within ten (10) calendar days of the event giving rise to the grievance or be forever barred."

3. Amend **Article 6, Section 6.5** to provide the following:

"If a grievance is not thus satisfactorily adjusted, or if the Employer or the Union has a grievance, the same shall be referred to a Committee for Mediation consisting of three (3) representatives of and appointed by the Union and three (3) representatives of the Employer, who shall be parties to a like or similar Agreement; a Committee of six (6) members is mandatory. Any such request for a Committee for Mediation must be made within thirty (30) days following the holding of a meeting between the management representative and the shop steward or Business Representative, as provided in Section 6.4 above, after which the grievance was still unresolved. Upon formal application by the Union or the Employer by certified or registered mail for this committee to be appointed, the Committee for Mediation must be selected by both the Union and the Employer within fifteen (15) days from such application, unless an extension is mutually agreed to by both parties. The Mediation Committee must act and render their decision within fifteen (15) days of their appointment, unless an extension is mutually agreed to by both parties. Formal notice of such decision will be promptly sent by certified mail to both parties.

4. For purposes of layoff and recall, seniority shall include all time spent in the service of the predecessor dealer. For purposes of vacation accrual, employees that worked for the predecessor dealer shall utilize a seniority date of September 12, 1997.

5. Replace **Article 22** with the following:

"Health and welfare benefits shall be the same as provided by Employer to non-union and management employees. Employer may modify plan benefits during term of contract, provided that deductible, co-insurance level, and maximum out-of-pocket expense benefits may not be reduced below the level then in effect under Teamsters Local 618 Health and Welfare plan (the Plan option that does not involve employee premium co-payments), except as follows:

a. Effective April 1, 2013, the employer has the option of implementing a mandatory wellness testing program. Employees (and their spouses, if applicable) who participate in the mandatory wellness testing program will continue to be eligible for health insurance at no cost to the employee, but any employee (and spouse, if applicable) who fails or refuses to undergo the wellness testing protocol will be charged $90 per month (employee-only coverage) or $300 per month (employee family coverage). Reasonable arrangements will be made for employees (and/or spouses) who cannot attend the dealership sponsored wellness screen. Dealership management will not be provided or have access to any individualized health information.

b. The plan deductible will be no higher than the deductible then offered under the District 9A plan (currently $250 individual/$750 family).

c. Effective April 1, 2014, the plan out-of-pocket maximum shall be increased to $3,750 per year individual, and $7,500 per family.

d. Effective April 1, 2013, the co-pay for a doctor's visits will be increased to $25/$50.

e. Effective April 1, 2013, the prescription co-pays will be increased to $10/$30/$60.

f. Add eyeglass coverage for employees.

g. Short-term disability benefits of 60% of pay, not to exceed $250 per week and 13 weeks, will be included in the health and welfare plan. In the event an employee is injured or becomes sick, the Company will pay the monthly premium for Health and Welfare and Dental coverage on such employee until their recovery from said accident or sickness; provided, however, such payments shall not exceed six (6) in number.

6. Amend **Article 30, Section 30.1** to provide the following:

"The terms between the parties to this Agreement shall be effective October 1, 2012, and shall be in effect through September 30, 2017, but shall automatically renew itself unless either party hereto shall give notice to the other party of desire to revise, amend or terminate this Agreement sixty (60) days before the expiration date hereto; provided that all non-economic terms of the prior agreement are continued into effect until such date."

7. Wage increases provided in the Association Agreement are retroactive to October 1, 2012.

ADDENDUM TO THE 2012-2017 STANDARD AUTOMOTIVE AGREEMENT
between
AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES EMPLOYEES UNION, LOCAL 618
and
SUNTRUP BUICK-PONTIAC-GMC TRUCK, INC.

All terms and conditions of the Standard Automotive Agreement will be followed except as described in this Addendum.

1. Amend **Article 1, Section 1.1** to provide the following:

"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 all employees employed in Classifications A, B and C of the 2012-2017 Standard Automotive Agreement. The bargaining unit does not include Porters."

2. Amend **Article 4, Section 4.2** to provide the following:

"The Employer has the option of implementing the Day after Thanksgiving provision for part or for all of the Parts Department, with any mandatory shifts on the Day after Thanksgiving to be selected by seniority in each classification designated to work. Any employees so required to work shall be provided a Personal Day in exchange for working the holiday."

3. Amend the third sentence of **Article 6, Section 6.4** to provide the following:

"Except as otherwise extended by the Employer and the Union in writing, all grievances, including suspensions, layoffs and discharges, must be filed in writing with the Employer within ten (10) calendar days of the event giving rise to the grievance or be forever barred."

4. Amend **Article 6, Section 6.5** to provide the following:

"If a grievance is not thus satisfactorily adjusted, or if the Employer or the Union has a grievance, the same shall be referred to a Committee for Mediation consisting of three (3) representatives of and appointed by the Union and three (3) representatives of the Employer, who shall be parties to a like or similar Agreement; a Committee of six (6) members is mandatory. Any such request for a Committee for Mediation must be made within thirty (30) days following the holding of a meeting between the management representative and the shop steward or Business Representative, as provided in Section 6.4 above, after which the grievance was still unresolved. Upon formal application by the Union or the Employer by certified or registered mail for this committee to be appointed, the Committee for Mediation must be selected by both the Union and the Employer within fifteen (15) days from such application,

unless an extension is mutually agreed to by both parties. The Mediation Committee must act and render their decision within fifteen (15) days of their appointment, unless an extension is mutually agreed to by both parties. Formal notice of such decision will be promptly sent by certified mail to both parties."

5. Replace **Article 22** with the following:

"Health and welfare benefits shall be the same as provided by Employer to non-union and management employees. Employer may modify plan benefits during term of contract, provided that deductible, co-insurance level, and maximum out-of-pocket expense benefits may not be reduced below the level then in effect under Teamsters Local 618 Health and Welfare plan (the Plan option that does not involve employee premium co-payments), except as follows:

a. Effective April 1, 2013, the employer has the option of implementing a mandatory wellness testing program. Employees (and their spouses, if applicable) who participate in the mandatory wellness testing program will continue to be eligible for health insurance at no cost to the employee, but any employee (and spouse, if applicable) who fails or refuses to undergo the wellness testing protocol will be charged $90 per month (employee-only coverage) or $300 per month (employee family coverage). Reasonable arrangements will be made for employees (and/or spouses) who cannot attend the dealership sponsored wellness screen. Dealership management will not be provided or have access to any individualized health information.

b. The plan deductible will be no higher than the deductible then offered under the District 9A plan (currently $250 individual/$750 family).

c. Effective April 1, 2014, the plan out-of-pocket maximum shall be increased to $3,750 per year individual, and $7,500 per family.

d. Effective April 1, 2013, the co-pay for a doctor's visits will be increased to $25/$50.

e. Effective April 1, 2013, the prescription co-pays will be increased to $10/$30/$60.

f. Add eyeglass coverage for employees.

g. Short-term disability benefits of 60% of pay, not to exceed $250 per week and 13 weeks, will be included in the health and welfare plan. In the event an employee is injured or becomes sick, the Company will pay the monthly premium for Health and Welfare and Dental coverage on such employee until their recovery from said accident or sickness; provided, however, such payments shall not exceed six (6) in number.

6. Amend **Article 30, Section 30.1** to provide the following:

"The terms between the parties to this Agreement shall be effective October 1, 2012, and shall be in effect through September 30, 2017, but shall automatically renew itself unless either party hereto shall give notice to the other party of desire to revise, amend or terminate this Agreement sixty (60) days before the expiration date hereto; provided that all non-economic terms of the prior agreement are continued into effect until such date."

ADDENDUM TO THE 2012-2017 STANDARD AUTOMOTIVE AGREEMENT
between
AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES EMPLOYEES UNION, LOCAL 618
and
SUNTRUP FORD, INC.
(SUNTRUP FORD-WESTPORT)

All terms and conditions of the Standard Automotive Agreement will be followed except as described in this Addendum.

1. Amend **Article 1, Section 1.1** to provide the following:

"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 all employees employed in Classifications A, B and C of the 2012-2017 Standard Automotive Agreement. The bargaining unit does not include Porters."

2. Amend **Article 4, Section 4.2** to provide the following:

"The Employer has the option of implementing the Day after Thanksgiving provision for part or for all of the Parts Department, with any mandatory shifts on the Day after Thanksgiving to be selected by seniority in each classification designated to work. Any employees so required to work shall be provided a Personal Day in exchange for working the holiday."

3. Amend the third sentence of **Article 6, Section 6.4** to provide the following:

"Except as otherwise extended by the Employer and the Union in writing, all grievances, including suspensions, layoffs and discharges, must be filed in writing with the Employer within ten (10) calendar days of the event giving rise to the grievance or be forever barred."

4. Amend **Article 6, Section 6.5** to provide the following:

"If a grievance is not thus satisfactorily adjusted, or if the Employer or the Union has a grievance, the same shall be referred to a Committee for Mediation consisting of three (3) representatives of and appointed by the Union and three (3) representatives of the Employer, who shall be parties to a like or similar Agreement; a Committee of six (6) members is mandatory. Any such request for a Committee for Mediation must be made within thirty (30) days following the holding of a meeting between the management representative and the shop steward or Business Representative, as provided in Section 6.4 above, after which the grievance was still unresolved. Upon formal application by the Union or the Employer by certified or registered mail for this committee to be appointed, the Committee for Mediation must be selected by both the Union and the Employer within fifteen (15) days from such application,

unless an extension is mutually agreed to by both parties. The Mediation Committee must act and render their decision within fifteen (15) days of their appointment, unless an extension is mutually agreed to by both parties. Formal notice of such decision will be promptly sent by certified mail to both parties."

5. Suntrup Ford employees from the Bridgeton store will retain their prior seniority dates for purposes of layoff and recall. Kribs employees will each have a seniority date for purposes of layoff and recall of October 25, 2000, except that the prior Kribs seniority date will be utilized to break a tie.

6. Replace **Article 22** with the following:

"Health and welfare benefits shall be the same as provided by Employer to non-union and management employees. Employer may modify plan benefits during term of contract, provided that deductible, co-insurance level, and maximum out-of-pocket expense benefits may not be reduced below the level then in effect under Teamsters Local 618 Health and Welfare plan (the Plan option that does not involve employee premium co-payments), except as follows:

a. Effective April 1, 2013, the employer has the option of implementing a mandatory wellness testing program. Employees (and their spouses, if applicable) who participate in the mandatory wellness testing program will continue to be eligible for health insurance at no cost to the employee, but any employee (and spouse, if applicable) who fails or refuses to undergo the wellness testing protocol will be charged $90 per month (employee-only coverage) or $300 per month (employee family coverage). Reasonable arrangements will be made for employees (and/or spouses) who cannot attend the dealership sponsored wellness screen. Dealership management will not be provided or have access to any individualized health information.

b. The plan deductible will be no higher than the deductible then offered under the District 9A plan (currently $250 individual/$750 family).

c. Effective April 1, 2014, the plan out-of-pocket maximum shall be increased to $3,750 per year individual, and $7,500 per family.

d. Effective April 1, 2013, the co-pay for a doctor's visits will be increased to $25/$50.

e. Effective April 1, 2013, the prescription co-pays will be increased to $10/$30/$60.

f. Add eyeglass coverage for employees.

g. Short-term disability benefits of 60% of pay, not to exceed $250 per week and 13 weeks, will be included in the health and welfare plan. In the event an employee is injured or becomes sick, the Company will pay the monthly premium for Health and Welfare and Dental coverage on such employee until their recovery from said accident or sickness; provided, however, such payments shall not exceed six (6) in number.

7. Amend **Article 30, Section 30.1** to provide the following:

AGREEMENT

BETWEEN

SUPER FOOD SERVICES, INC.

A SUBSIDIARY OF NASH FINCH COMPANY

BELLEFONTAINE – TRANSPORTATION

GTL, INC.

and

TRUCK DRIVERS, WAREHOUSEMEN AND
HELPERS LOCAL UNION 908 OF THE
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS
LIMA, OHIO

EFFECTIVE: FEBRUARY 23, 2014

TERMINATION: FEBRUARY 25, 2017

RECEIVED

FEB 19 2015

CONTRACT
DEPARTMENT

AGREEMENT

DRIVERS DIVISION

THIS AGREEMENT made and entered into by and between the **TRUCK DRIVERS, WAREHOUSEMEN AND HELPERS LOCAL UNION 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 Company, Bellefontaine, Ohio (hereafter called the "Company') and its successors and assigns as defined by the NLRA.

SECTION 1
INTENT AND PURPOSE

The Company 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 service, and to set forth herein the basic agreements covering the rate 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 Truck Drivers, excluding all other employees not listed in Exhibit "A".

SECTION 23
HEALTH AND WELFARE AND PENSION

23.1 Insurance. Effective February 23, 2014, the Employer will contribute to the Ohio Conference of Teamsters & Industry Health and Welfare Fund (the "Fund") for Plan 6-PPO the following:

Contribution Rates:
Effective

2/23/14	3/1/15	2/28/16
$266/wk	$287/wk	$310/wk

Co-Pay:

2/23/14	3/1/15	2/28/16
$32/wk	$32/wk	$32/wk

23.2 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 receives compensation in accordance with the provisions of this Agreement shall be considered a day worked, and the full contribution for that week shall be due and payable.

23.3 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 actions 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.

23.4 Notwithstanding anything to the contrary in this Agreement, the Employer agrees that in the event in its delinquent in the payment of its contribution 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.

23.5 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 requiring the Employer to secure, provide, or pay for welfare or insurance benefits or coverage of the type being provided by the Fund, it is understood that the plan of benefits provided by the Fund may have to be varied in compliance with such law or regulations. If such law or 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.

23.6 Pension:

Effective	2/23/14	2/23/15	2/23/16
	$209.20/wk	$217.60/wk	$226.30/wk

Effective March 11, 2011, 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 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 (as defined in Section 11.13 – Transportation Casuals) 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.

23.7 By execution of this Agreement, the Employers Associations who are signatories to collective bargaining agreements with the Teamsters Unions containing similar provisions entering into appropriated trust agreements necessary for the administration of the Pension fund, the Employer Trustee under such Trust Agreement, 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 Trustee or by all Trustees of the 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.

23.8 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 contributions 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.

23.9 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 Pension Section.)

SECTION 24
MISCELLANEOUS

24.1 The Company must furnish bond without cost to employees covered by this Agreement whenever a bond is required by the Company.

24.2 The Company shall not ask member of the Local to enter into any agreement in conflict with this Agreement. Any such agreement shall be null and void.

24.3 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.

24.4 All equipment used by the employees in performance of their duties shall be furnished and maintained by the Company, including conveyor freezer boxes, and belts. Trucks purchased after August 25, 1990, will include air conditioning.

24.5 Insofar as possible, all employees covered by this Agreement shall purchase their groceries from a Nash Finch supplied store.

24.6 Any employee who is injured on the job shall be paid the remainder of the eight (8) hour day that has been in effect. Proof of such injury must accompany this claim.

24.7 All work related injuries must be reported immediately, however, minor injuries, no later than the end of the shift.

24.8 The Company and its employees shall conform to all rules and regulations of the Department of Transportation and other regulatory bodies.

24.9 The Company requires a written thirty (30) day notice from any employee that is planning to retire.

AGREEMENT

BETWEEN

SUPER FOOD SERVICES, INC.

A SUBSIDIARY OF NASH FINCH COMPANY

BELLEFONTAINE - WAREHOUSE

and

TRUCK DRIVERS, WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 908 OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LIMA, OHIO

EFFECTIVE: FEBRUARY 21, 2011

TERMINATION: FEBRUARY 22, 2014

AGREEMENT

This AGREEMENT, made and entered into on or about February 21, 2011, by and between the TRUCK DRIVERS, WAREHOUSEMEN, AND HELPERS LOCAL UNION 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., 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 understandings 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 building and equipment maintenance employees, warehousemen, helpers, and production employees, excluding work currently and previously done outside the building, dispatchers and guards, 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.

duties of his job or of any other job to which he would be entitled under the provisions of this Agreement. The results of such examination shall be conclusive and binding on the Company, the Union and the employee, and any employee found physically unqualified to perform the duties of his job or any other job to which he would be entitled under the provisions of this Agreement shall not be entitled to return to work until and unless the physician selected by mutual agreement of the Company and the Union shall certify in writing (a) that such employee is physically able and (b) that any physical condition which such employee may have would not be accelerated or aggravated by performing the duties of such job. The fees and expenses of the third physician shall be shared equally by the Company and the Union. Any travel or other expenses of the employee in connection with such examination, however, shall be paid by such employee.

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 take out on the streets or highways any vehicle not equipped with safety appliances required by law, or any vehicle which is not in a safe operating condition.

23.3 The Company shall not require employees to operate any warehouse equipment or red-tagged equipment, which is not in a safe operating condition. Only the Maintenance Department has the authority to "Red Tag" the equipment and only the Maintenance Department has the authority to release the equipment.

23.4 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 Company's maintenance of the job safety requirements of this contract.

SECTION 24

Health and Welfare and Pension

24.1 Insurance: Effective February 20, 2011, the Employer shall contribute to the Ohio Conference of Teamsters & Industry Health and Welfare Fund (the "Fund") for Plan 6-PPO the sums forth below to the Ohio Conference of Teamsters Insurance Fund for each eligible employee covered by this Agreement who has been on the payroll for thirty (30) calendar days.

2/20/11	2/25/12	2/23/13
$252/wk	$262/wk	$272/wk

The Company shall deduct the following co-pay amounts per week from Employee's pay.

2/20/11	2/25/12	2/23/13
$32/wk	$32/wk	$32/wk

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 receives compensation in accordance with the provisions of this Agreement shall be considered a day worked, and the full contribution for that week shall be due and payable.

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

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 Pension The employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund for each regular full-time employee covered by this Agreement, hired prior to August 13, 2006 who has been on the payroll thirty (30) working days or more. The rates of contributions are as follows:

2/20/11	2/25/12	2/23/13
$184.30/wk	$193.50/wk	$201.20/wk

For regular full-time and casual employees with thirty (30) calendar days employment hired on or after August 13, 2006, the Employer agrees to contribute to Central States, Southeast and Southwest Areas Pension Fund in the amount set forth below.

Beginning through three (3) years	=	50% of the full rate
Year four (4) and thereafter	=	100% of the full rate

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 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 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 and Welfare and 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 and Welfare and Pension Fund until such employee returns to work; provided, however, that such provision of contributions to the Health and Welfare and 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 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 24.6 of this Article.)

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 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.

25.2 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.

25.3 All equipment used by the employees in performance of their duties shall be furnished and maintained by the Company, including conveyor, freezer boxes, and belts.

25.4 Insofar as possible, all employees covered by this Agreement shall purchase their groceries from a Nash Finch supplied store.

25.5 There shall be no smoking or any other use of tobacco in the warehouse by employees except at designated times and in designated areas.

25.6 Any employee who is injured on the job shall be paid the remainder of his shift. Proof of such injury must accompany the claim.

25.7 All work related injuries must be reported immediately; however, minor injuries no later than the end of the shift.

AGREEMENT

BETWEEN

SUPER FOOD SERVICES, INC.

A SUBSIDIARY OF NASH FINCH COMPANY

BELLEFONTAINE - WAREHOUSE

and

TRUCK DRIVERS, WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 908 OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LIMA, OHIO

EFFECTIVE: FEBRUARY 21, 2011

TERMINATION: FEBRUARY 22, 2014

AGREEMENT

This AGREEMENT, made and entered into on or about February 21, 2011, by and between the TRUCK DRIVERS, WAREHOUSEMEN, AND HELPERS LOCAL UNION 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., 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 understandings 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 building and equipment maintenance employees, warehousemen, helpers, and production employees, excluding work currently and previously done outside the building, dispatchers and guards, 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.

duties of his job or of any other job to which he would be entitled under the provisions of this Agreement. The results of such examination shall be conclusive and binding on the Company, the Union and the employee, and any employee found physically unqualified to perform the duties of his job or any other job to which he would be entitled under the provisions of this Agreement shall not be entitled to return to work until and unless the physician selected by mutual agreement of the Company and the Union shall certify in writing (a) that such employee is physically able and (b) that any physical condition which such employee may have would not be accelerated or aggravated by performing the duties of such job. The fees and expenses of the third physician shall be shared equally by the Company and the Union. Any travel or other expenses of the employee in connection with such examination, however, shall be paid by such employee.

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 take out on the streets or highways any vehicle not equipped with safety appliances required by law, or any vehicle which is not in a safe operating condition.

23.3 The Company shall not require employees to operate any warehouse equipment or red-tagged equipment, which is not in a safe operating condition. Only the Maintenance Department has the authority to "Red Tag" the equipment and only the Maintenance Department has the authority to release the equipment.

23.4 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 Company's maintenance of the job safety requirements of this contract.

SECTION 24

Health and Welfare and Pension

24.1 Insurance: Effective February 20, 2011, the Employer shall contribute to the Ohio Conference of Teamsters & Industry Health and Welfare Fund (the "Fund") for Plan 6-PPO the sums forth below to the Ohio Conference of Teamsters Insurance Fund for each eligible employee covered by this Agreement who has been on the payroll for thirty (30) calendar days.

2/20/11	2/25/12	2/23/13
$252/wk	$262/wk	$272/wk

The Company shall deduct the following co-pay amounts per week from Employee's pay.

2/20/11	2/25/12	2/23/13
$32/wk	$32/wk	$32/wk

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 receives compensation in accordance with the provisions of this Agreement shall be considered a day worked, and the full contribution for that week shall be due and payable.

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

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 Pension The employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund for each regular full-time employee covered by this Agreement, hired prior to August 13, 2006 who has been on the payroll thirty (30) working days or more. The rates of contributions are as follows:

2/20/11	2/25/12	2/23/13
$184.30/wk	$193.50/wk	$201.20/wk

For regular full-time and casual employees with thirty (30) calendar days employment hired on or after August 13, 2006, the Employer agrees to contribute to Central States, Southeast and Southwest Areas Pension Fund in the amount set forth below.

Beginning through three (3) years	=	50% of the full rate
Year four (4) and thereafter	=	100% of the full rate

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 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 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 and Welfare and 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 and Welfare and Pension Fund until such employee returns to work; provided, however, that such provision of contributions to the Health and Welfare and 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 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 24.6 of this Article.)

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 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.

25.2 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.

25.3 All equipment used by the employees in performance of their duties shall be furnished and maintained by the Company, including conveyor, freezer boxes, and belts.

25.4 Insofar as possible, all employees covered by this Agreement shall purchase their groceries from a Nash Finch supplied store.

25.5 There shall be no smoking or any other use of tobacco in the warehouse by employees except at designated times and in designated areas.

25.6 Any employee who is injured on the job shall be paid the remainder of his shift. Proof of such injury must accompany the claim.

25.7 All work related injuries must be reported immediately; however, minor injuries no later than the end of the shift.

Green Bay, Wisconsin 6/1/2011 – 5/31/2016

AGREEMENT

THIS AGREEMENT is made and entered into by and between SUPERVALU, INC., GREEN BAY DIVISION, GREEN BAY, WISCONSIN, its successors and assigns, hereinafter referred to as the"EMPLOYER", and DRIVERS, WAREHOUSE & DAIRY EMPLOYEES LOCAL 662, GREEN BAY, WISCONSIN, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION".

Whereas both parties are desirous of preventing strikes and lockouts and to maintain a uniform minimum scale of wages, hours and working conditions among the members of the Union, and to facilitate a peaceful adjustment of all grievances and disputes that may arise from time to time under the terms of this Agreement between the employees and the Employer in the classifications described herein, the following conditions are set forth.

The Employer agrees that in the event they intend to sell or merge their entire operations or any part thereof, the Employer will notify the Union in writing of such intent within five (5) days (excluding Sundays and Holidays) of such transaction.

ARTICLE 1
UNION RECOGNITION

1:01

The Employer hereby recognizes the Union as the sole and exclusive bargaining agency for all classifications of employees covered by this Agreement as set forth in Article 16 of this Agreement.

1:02

Individuals now in the employ of the Employer and who are not members of the Union must make application for membership in the Union within thirty-one (31) days after the signing of this Agreement. New employees shall make application for membership in the Union within thirty-one (31) days after date of employment. The Union agrees to accept all new employees into membership upon the same terms and conditions as govern the admission of others to such membership and in accordance with rules and regulations as set forth in the Labor Management Relations Act of 1947. The Employer agrees that he will not keep in his employ any employee not in good standing as defined by rules and regulations as set forth in the Labor Management Relations Act of 1947, provided rules and regulations of the Employment Peace Act, State of Wisconsin, regarding "All Union Agreements" are complied with. The Employer agrees that where an employee ceases to be in good standing, as provided herein, he shall be entitled to a two-week period to re-establish himself before his employment can be terminated.

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labor agreement unless it is all or a part of their normal work duties.

It is the company's intent to use all such employees as productively as possible within the limitation or restrictions that have been medically established for the well being of each individual. When the work schedule for someone performing such alternate duty is changed during any work week, the employee will be notified of such change no later than the scheduled start time of the previous work day.

An employee who has returned to his regular duties after sustaining a compensable injury and who is required by the workmen's compensation doctor to receive additional medical care during his regularly scheduled working hours, shall receive his regular hourly rate of pay for such time, provided the necessity for such treatment has been verified in advance by the Warehouse and Transportation Superintendent after consultation with the doctor involved. Employees shall endeavor to schedule such doctor appointments outside of their work schedule.

ARTICLE 20
HEALTH & WELFARE AND PENSION

20:01

The employer agrees to continue participation in Central States, Southeast and Southwest Areas Health & Welfare Fund. Weekly contributions by the Employer on behalf of each regular full time employee will be as follows for C-6 health plan:

Current: Member only - $148.20
Family - $326.30

July 24, 2011 Member only – rates established by Central States not to exceed $141.00 per week
Member + Child - rates established by Central States not to exceed $181.20 per week
Member + Spouse – rates established by Central States not to exceed $268.10 per week
Family – rates established by Central States not to exceed $340.90 per week

May 27, 2012: Single – rates established by Central States not to exceed $148.20 per week
Member + Child – rates established by Central States not to exceed $186.20 per week
Member + spouse - rates established by Central States not to exceed $277.70 per week
Family – rates established by Central States not t exceed $355.00 per week

June 2, 2013: Single – rates established by Central States not to exceed $151.40* per week
Member + Child – rates established by Central States not to exceed $196.50* per week
Member + spouse - rates established by Central States not to exceed $294.40* per week
Family – rates established by Central States not t exceed $376.80* per week

June 1, 2014: Single – rates not to exceed $160.48* per week
Member + Child – rates not to exceed $208.29* per week
Member + spouse - rates to exceed $312.06* per week
Family – rates not to exceed $399.41* per week

May 31, 2015: Single – rates not to exceed $170.11* per week
Member + Child – rates not to exceed $220.79* per week
Member + spouse - rates not to exceed $330.79* per week
Family – rates not to exceed $423.37* per week

* Not to exceed – should the cost of health care exceed the rates listed for 2014 and/or 2015, the parties will meet to discuss the employee weekly contributions and/or plan design changes. The Company's cost will not exceed the published rates.

20:02

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 monthly payment hereunder for a period of not more than two (2) months following the month in which the injury or illness occurred. If an employee is injured on the job, the Company shall continue to pay the required monthly payments until such employee returns to work; however, such monthly payments shall not be paid for a period longer than twelve (12) months from the date of injury. If an employee is granted a leave of absence, the employee shall pay to the Company, prior to taking his leave of absence, the sum of money sufficient to pay the weekly payment into the Health and Welfare Fund during the entire period of absence. The Company will in no way be held responsible to the employee or to the Health & Welfare Fund if the employee fails to deposit sufficient monies with the Company to pay the required contributions during his period of absence.

20:03

The Employer has agreed to continue its participation in the Central States, Southeast and Southwest Area Pension Fund.

20:04

The employer will make contributions on behalf of each regular full-time employee in the amounts cited below to such fund:

	Weekly		Daily for VAR's /Supplemental	
Current	$232.70	116.35		
Oct 2, 2011	$246.70	123.35	$50.50	25.25
Sept 30, 2012	$259.00	129.50	$53.00	26.50
Sept. 29, 2013	$269.40	134.70	$55.10	27.55
Sept. 28, 2014	$280.10	140.05	$57.30	28.65
Oct 4, 2015	$291.30	145.65	$59.60	29.80

In the event that a vacation and/or absentee replacement or supplemental employee (hired prior to ratification of the 2006-2011 labor agreement) works one thousand (1000) hours or more in a twelve (12) month period, he/she will be considered a regular employee for the 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 Central States Pension fund. VAR/Supplemental rates to be established by the Fund.

Each warehouse employee hired on or after the ratification of the 2006-2011 labor agreement will be subject to the provisions of the Grocery Warehouse Plan and the Employer will contribute on their behalf after thirty (30) calendar days in the following amounts:

1st year of employment	20% of full contribution rate
2nd year of employment	40% of full contribution rate
3rd year of employment	60% of full contribution rate
4th year of employment	80% of full contribution rate
5th year of employment	100% of full contribution rate

20:05

Each warehouse employee hired on or after July 15, 2011 will be subject to the provisions of the Grocery Warehouse Plan and the employer will contribute on their behalf after thirty (30) calendar days in the following amount:

1st year of employment	50% of prevailing rate
2nd year of employment	50% of prevailing rate
3rd year of employment	50% of prevailing rate
4th year & beyond	100% of prevailing rate

These contributions shall be expressly in lieu of any contribution to, or participation in, any pension plan, retirement plan, or profit sharing plan provided by the Company.

ARTICLE 21
UNIFORMS

21:01

The Company will furnish rain suits and coveralls for shuttlemen; boots, gloves and suits will be furnished for freezer employees; coveralls will be furnished for maintenance and sanitation workers; gloves (6 pair/year for drivers) and a reasonable and necessary number of pairs of gloves will be furnished for maintenance and sanitation workers, shuttlemen, cooler and freezer employees or employees handling frozen or dry ice products only.

21:02

The Company will provide individual coveralls for all regular coolermen and adequate community coveralls for non-regular cooler employees.

ARTICLE 22
TRANSFER OF OPERATIONS

22:01

Because of the transfer of operations to another warehouse, laid-off employees affected shall be offered the opportunity to transfer to that location. Employees so affected shall render their decision to the Company within thirty (30) days after receiving such offer.

In the event of the layoff of seniority employees because of the transfer of operations to another warehouse, employees shall be given an opportunity to transfer to that location prior to additional employees being hired to perform the transferred work. Transfer opportunities, equivalent to the number necessary to perform transferred work, if any, shall be posted and awarded consistent with seniority/qualifications principles. Transferred employees shall establish a new seniority date at the new location; however, for Health, Welfare and Pension participants, Health & Welfare and Pension shall apply immediately. Employees transferring with at least three (3) and less than eight (8) years of service shall be allowed to carry one (1) week of vacation. Transferring employees with eight (8) or more years of service shall be allowed to carry two (2) weeks of vacation. Employees so affected shall render their decision to the Company within 30 days.

22:02 Severance Pay. In the event of a permanent layoff due to the complete closing of the warehouse or trucking operations, regular full-time employees with more than five (5) years of continuous full-time service shall be given severance pay for each year of service in excess of five (5) years based on one (1) week's straight time pay for each full year and sixty (60%) percent of second year to a maximum of ten (10) weeks pay.

Example: $17.10 X 8 = $136.80
$136.80 X 5 = $684.00
Minus FICA
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Balance is Supplement

Sick Leave Supplement will be paid whenever an employee receives Loss of Time or Worker's Compensation.

25:04

Sickness or injury must be verified by a physician's statement or a Worker's Compensation report.

ARTICLE 26
DURATION

26:01

This Agreement shall be in full force and effect from June 1, 2011, except as modified herein, to and including May 31, 2016 and shall remain in full force and effect from year to year thereafter, unless written notice of desire to change or modify this Agreement is served upon either party by the other at least sixty (60) days prior to the annual expiration date hereof.

26:02

This Agreement is recognized as settling all issues for the duration of the Agreement and constitutes the entire agreement between the parties and concludes all matters that were subject to negotiations unless other matters are mutually agreed upon by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____day of _____, 2011.

SUPERVALU, INC.

[redacted]

Redacted by U.S. Department of the Treasury

DRIVERS, WAREHOUSE AND DAIRY EMPLOYEES UNION, LOCAL NO. 662

[redacted]

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Green Bay, Wisconsin 6/1/2011 – 5/31/2016

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This Agreement shall be in full force and effect from June 1, 2011, except as modified herein, to and including May 31, 2016 and shall remain in full force and effect from year to year thereafter, unless written notice of desire to change or modify this Agreement is served upon either party by the other at least sixty (60) days prior to the annual expiration date hereof.

26:02

This Agreement is recognized as settling all issues for the duration of the Agreement and constitutes the entire agreement between the parties and concludes all matters that were subject to negotiations unless other matters are mutually agreed upon by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____day of _____, 2011.

SUPERVALU, INC.

[redacted]

Redacted by U.S. Department of the Treasury

DRIVERS, WAREHOUSE AND DAIRY EMPLOYEES UNION, LOCAL NO. 662

[redacted]

Redacted by U.S. Department of the Treasury

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CONTRACT DEPARTMENT

SUPERVALU INC.
FARGO, NORTH DAKOTA
EMPLOYER

AND

TEAMSTERS LOCAL 120
UNION
AFFILIATED WITH
THE INTERNATIONAL
BROTHERHOOD OF
TEAMSTERS

WAREHOUSE, DRIVERS & MECHANICS
(6/1/2014 THROUGH 6/1/2017)

RECEIVED

FEB 13 2015

CONTRACT
DEPARTMENT

ARTICLES OF AGREEMENT

SUPERVALU INC., FARGO DIVISION, Fargo, North Dakota, hereinafter referred to as the "Employer" and **TEAMSTERS LOCAL NO. 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: UNION RECOGNITION

The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the Employer.

ARTICLE 2: MANAGEMENT RIGHTS

The Union recognizes those rights and responsibilities which belong solely to the Employer, including, without limitation on the generality of the foregoing, except as limited by the contract, the right to manage the Employer's business and to direct the working force; the right to hire employees of its own selection; the right to maintain order and efficiency; the right to extend, maintain, curtail or terminate the trucking, warehouse and/or garage operations of the Employer; the right to determine the number of shifts, the number of days in the workweek, hours of work and the number of persons to be actively employed by the Employer at any time except as limited in this agreement; the right to study or introduce new or improved trucking, warehouse and/or garage methods or facilities; the right to determine the number, length and location of truck routes and the right to split, cut, consolidate or eliminate a route or routes; the right to discipline, transfer, promote, suspend or discharge employees for proper cause and lay off employees for lack of work or other proper reasons; the right to assign work, including overtime work and work on Saturdays, Sundays and holidays; the right to establish and maintain reasonable rules and regulations and to require employees to observe such rules and regulations; and the right to set reasonable standards of a fair day's work and to maintain performance records for all jobs. All rights, powers or authority the Employer had prior to signing this Agreement with the Union are retained by the Employer except those specifically surrendered or modified by this Agreement.

ARTICLE 3: CHECK OFF & UNION SECURITY

Section I.

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

Section 2.

The Employer, upon individual authorization of the employees, shall deduct each month, after completion of the probationary period, an initiation fee when due, monthly dues and uniform assessments. The funds so deducted shall be sent promptly to the Secretary-Treasurer of the Local Union having jurisdiction over such employees.

The Union shall indemnify and hold the Employer harmless against any and all claims, suits, demands or other forms of liability which may arise out of or by reason of any

entire period of absence. The Company will in no way be held responsible to the employee or to the Health and Welfare Fund if the employee fails to deposit sufficient monies with the Company to pay the required contributions during the employee's period of absence.

Section 3.

The Company has the right, in its sole discretion, to provide (or not provide) health care coverage to part-time employees (not eligible for coverage under Section 1 and Section 2 of this Agreement) or any other bargaining unit employee not otherwise provided with health care coverage under this Agreement. The Company has the sole right to determine eligibility, coverage levels, and employee contributions, and the Company may amend or terminate this coverage, eligibility, coverage levels, and/or employee contributions at any time and in its sole discretion. The parties intend that any coverage provided will be in compliance with the Affordable Care Act and any other applicable law.

Section 4.

The Company will work to ensure that the transition from the Central States Health and Welfare Fund to the Minnesota Teamsters Health and Welfare Fund results in no gap in coverage. The contributions to the Central States Fund under Section 2 shall terminate for all employees (including those not actively at work) on the same date, and the contributions to the Minnesota Fund under Section 2 shall commence for all employees (including those not actively at work) on the same date, and if possible there shall be no overlapping periods of contribution to both Funds for any period (unless necessary to ensure no gap in coverage).

ARTICLE 30: PENSION

Section 1.

SUPERVALU will make the following pension contributions on behalf of eligible employees (including laid-off employees working as part-time employees as is currently done):

Effective:

6/1/2014	$280.20 per week
5/31/2015	$291.40 per week
5/29/2016	$303.10 per week

*Central States Appendix J of the Grocery Warehouse Plan will be applicable for employees hired after June 12, 2009.

Pension contributions will be made on each warehouse employee's behalf after they have been on the payroll for thirty (30) calendar days (full time employees).

Effective Dates	Weekly Contribution
Years 1-3	50% of prevailing rate
4th year and beyond	100% of prevailing rate

Part-time employees will receive daily pension contributions as outlined by Central States:

6/1/2014	$57.30 per day
5/31/2015	$59.60 per day
5/29/2016	$62.00 per day

Each warehouse employee hired before 5/30/09 will be subject to the Grocery Warehouse Plan and the Employer will contribute on their behalf after thirty (30) calendar days on the payroll in the following amounts:

1st year of employment	20% of full contribution rate
2nd year of employment	40% of full contribution rate
3rd year of employment	60% of full contribution rate
4th year of employment	80% of full contribution rate
5th year of employment	100% of full contribution rate

The Grocery Warehouse Plan rates will not apply to newly hired employees who are not warehouse employees (including drivers, janitors, etc.). Contributions shall be aid on each employee covered by this agreement including, but not limited to, part-time, temporary, extra casual and seasonal employees. Contributions shall be paid for any period an employee is entitled to receive compensation, including show-up pay, overtime pay, holiday pay, disability of illness pay, lay-off or severance pay, vacation pay, of the payment of wanes for any other reason. In addition, if an employee is receiving no wages due to an absence caused by an illness or off the job injury, the Employer shall continue to pay contributions until such time as the employee returns to work; however, such contributions shall not be paid for a period of more than four (4) weeks. In addition, if an employee is absent due to an on the job injury, the Employer shall continue to pay contributions for a maximum of 26 weeks. The Trust Agreement of the Central States, Southeast and Southwest Areas Pension Fund is incorporated by referenced into this agreement and the Employer agrees to be bound by that agreement. The language in this provision relating to pension contributions cannot be modified of superceded by any language elsewhere in this agreement or any addendum of supplement to this agreement.

Section 2.

If a full-time 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 weekly payment hereunder for a period of not more than four (4) weeks. If an employee is injured on the job the company shall continue to pay the required weekly payments until such employee returns to work; however, such weekly payments shall not be paid for a period longer than six (6) months from the date of injury, or whenever the division ceases operation, whichever comes first. If an employee is granted a leave of absence, the employee shall pay to the Company prior to taking the leave of absence, the sum of money sufficient to pay the weekly payment into the Pension Fund during the entire period of absence. The Company will in no way be held responsible to the employee or to the Pension Fund if the employee fails to deposit sufficient monies with the Company to pay the required contributions during employee's period of absence.

ARTICLE 31: SICK PAY

Section 1.

All regular full-time employees with five (5) or more years of full-time service shall be entitled to paid sick or injury leave as follows:

SUPERVALU INC.
(OFFICE)
FARGO, NORTH DAKOTA

-AND-

TEAMSTERS LOCAL 120
AFFILIATED WITH
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

September 1, 2014, to and including, August 31, 2017

RECEIVED

FEB 06 2015

CONTRACT
DEPARTMENT

ARTICLES OF AGREEMENT

This Agreement is by and between Teamsters Local 120, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, and Supervalu Inc., Fargo, North Dakota, hereinafter referred to as the Employer or the Company.

ARTICLE 1: UNION RECOGNITION

1:01

The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the Employer. Any person newly employed shall be so employed only on a ninety (90) day trial basis or, if mutually extended by the parties, 120 days of employment, during which time the employee shall be either dismissed without recourse or retained on the payroll.

ARTICLE 2: CHECK OFF & UNION SECURITY

2:01

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

2:02

The Employer, upon individual authorization of the employees, shall deduct each month, after completion of the probationary period, an initiation fee when due, monthly dues and uniform assessments. The funds so deducted shall be sent promptly to the Secretary-Treasurer of the Local Union having jurisdiction over such employees. The Union shall indemnify and hold the Employer harmless against any and all suits, claims, demands or other forms of liability which may arise out of or by reason of any action taken by the Employer in reliance upon documents furnished to the Employer by the Union, in complying with any of the provisions of this Article.

2:03

If a change in State or Federal law is enacted which permits a stronger Union security clause, the Company agrees to amend this Contract to such extent.

2:04
The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE will 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"

ARTICLE 27: PENSION

Pension contributions will increase 6% in years 1 and 2 and 4% in year 3 of the collective bargaining agreement.

Date	Contribution Class	Contribution Amount
09/01/14 - 08/31/15	16	**$140.20/week**
09/01/15 - 08/31/16		**$148.60/week**
09/01/16 - 08/31/17		**$154.50/week**

Such contribution shall be expressly in lieu of any contribution to or participation in any pension plan, retirement plan, or profit sharing plan provided by the Company.

The Employer will make contributions on behalf of each full-time employee, after thirty (30) days of employment, and for a part-time employee who works a minimum of 1,000 hours in a twelve (12) month period as per ERISA.

The Teamsters 401 K Plan will be made available to all Supervalu office employees with no contribution from the employer (see attachment).

27:02

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 weekly payment hereunder for a period of not more than four (4) weeks. If an employee is injured on the job the company shall continue to pay the required weekly payments until the employee returns to work; however, such weekly payments shall not be paid for a period longer than six (6) months from the date of injury, or whenever the division ceases operation, whichever comes first. If an employee is granted a leave of absence, the employee must make arrangements with the pension plan carrier, prior to taking leave of absence, to pay the weekly payment into the pension fund during the entire period of absence. The Company will in no way be held responsible to the employee or to the pension fund if the employee fails to deposit sufficient monies with the pension plan carrier to pay the required contributions during employee's period of absence.

SUPERVALU INC.
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